

ORANGE COUNTY FIRE AUTHORITY

AGENDA

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

EXECUTIVE COMMITTEE REGULAR MEETING Thursday, October 25, 2018 5:30 P.M.

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

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Executive Committee after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at http://www.ocfa.org

If you wish to speak before the Fire Authority Executive Committee, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Committee. Speaker Forms are available at the counters of both entryways of the Board Room.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

CALL TO ORDER

INVOCATION by Chaplain Robert Benoun

PLEDGE OF ALLEGIANCE by Director Swift

ROLL CALL

1. PRESENTATIONS No items.

REPORTS

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

FIRE CHIEF'S REPORT

• Quarterly Capital Improvement Projects Update (Anderson)

PUBLIC COMMENTS

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

Any member of the public may address the Board on items within the Board'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 Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at www.ocfa.org. You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Board of Directors meeting.

2. MINUTES

A. Minutes from the September 27, 2018, Regular Executive Committee Meeting Submitted by: Sherry Wentz, Clerk of the Authority

<u>Recommended Action</u>: 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

<u>Submitted by: Patricia Jakubiak, Treasurer</u> **Budget and Finance Committee Recommendation:** *APPROVE* <u>Recommended Action:</u> Receive and file the reports.

B. Award of RFP #JA2299 Purchase of Two Hook-Lift Trucks Submitted by: Dave Anderson, Deputy Chief/Emergency Operations Bureau

Recommended Action:

Approve and authorize the Purchasing Manager to issue a purchase order to Los Angeles Truck Centers for the purchase of two hook-lift trucks in a total amount of \$347,461.

C. Contract Extension for IT Contract Staffing Services <u>Submitted by: Dave Anderson, Deputy Chief/Emergency Operations Bureau</u>

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Fifth Amendment to the Professional Services Agreement to extend the current contract for IT contract staffing services with Intratek for one additional year in an amount not to exceed \$950,000.

D. Award of Bid RO2309 – Helicopter Radio Upgrades Submitted by: Dave Anderson, Deputy Chief/Emergency Operations Bureau

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Hangar One Avionics, Inc. in the amount of \$366,193 for the purchase and installation of P25 compatible multi-band radios for two OCFA Bell 412EP helicopters, and two Bell UH-1 helicopters.

END OF CONSENT CALENDAR

4. **DISCUSSION CALENDAR** No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, November 15, 2018, at 5:30 p.m.

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 Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 18th day of October 2018.

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

UPCOMING MEETINGS:

Human Resources Committee Meeting Budget and Finance Committee Meeting Claims Settlement Committee Meeting Executive Committee Meeting Board of Directors Meeting Wednesday, November 6, 2018, 12 noon

Wednesday, November 14, 2018, 12 noon

*Thursday, November 15, 2018, 5:00 p.m.

*Thursday, November 15, 2018, 5:30 p.m.

*Thursday, November 15, 2018, 6:00 p.m.

*Date moved forward, due to the Thanksgiving holiday

MINUTES ORANGE COUNTY FIRE AUTHORITY

Executive Committee Regular Meeting Thursday, September 27, 2018 5:30 P.M.

Regional Fire Operations and Training Center Board Room

1 Fire Authority Road Irvine, CA 92602

CALL TO ORDER

Chair Sachs called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on September 27, 2018.

INVOCATION

Chaplain Ken Krikac offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present:Shelley Hasselbrink, Los Alamitos
Noel Hatch, Laguna Woods
Gene Hernandez, Yorba Linda
Joe Muller, Dana Point
Ed Sachs, Mission Viejo
Todd Spitzer, County of Orange
Elizabeth Swift, Buena Park
Tri Ta, Westminster

Absent: Dave Shawver, Stanton

Also present were:

Deputy Chief Dave Anderson Assistant Chief Lori Smith General Counsel David Kendig Assistant Chief Randy Black Deputy Chief Lori Zeller Assistant Chief Mark Sanchez Human Resources Director Brigette Gibb Clerk of the Authority Sherry Wentz

1. PRESENTATIONS

No items.

REPORTS

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

Human Resources Committee Member Noel Hatch reported at the September 4, 2018, meeting, the Committee received presentations on recruiting, promotional processes, and the Girl's Empowerment Camp Update, and voted unanimously to send the Division Chief Selection Process to the Board of Directors with its recommendation that the Board approve the recommended action.

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

Budget and Finance Committee Chair Joe Muller reported at the September 12, 2018, meeting, the Committee voted unanimously to approve and send the Fourth Quarter Financial Newsletter, Annual Investment Report, and Monthly Investment Reports to the Executive Committee with its recommendation that the Board approve the recommended actions. The Committee voted unanimously to send the Carryover of FY 2017/18 Uncompleted Projects and Use of Unexpended Fund Balance, to the Board of Directors for approval of the recommended actions, and voted unanimously to form an Ad Hoc Committee, separate of the Budget and Finance Committee, to review and discuss policy changes and to present its recommendations to the Board.

PUBLIC COMMENTS (F: 12.02A3)

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

2. MINUTES

A. Minutes from the August 23, 2018, Regular Executive Committee Meeting (F: 12.02A2) On motion of Director Swift and second by Director Hernandez, the Committee voted unanimously to approve the minutes as submitted. Directors Spitzer and Hasselbrink were recorded as abstentions due to their absence from the meeting.

3. CONSENT CALENDAR

A. Monthly Investment Reports (F: 11.10D2)

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

B. Annual Investment Report (F: 11.10D1)

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

C. Fourth Quarter Financial Newsletter (F: 15.07)

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

D. Contract Award for Medical Laboratory Testing Services (F: 17.10J3)

On motion of Director Ta and second by Director Hernandez, the Committee voted unanimously by those present to approve award of RFP DC2294 to Quest Diagnostics and authorize the Purchasing Manager to sign the proposed Professional Services Agreement for medical laboratory services in an amount not to exceed \$125,000 annually (\$375,000 during the initial three-year contract period through 2021).

E. Award of Contract for 9-1-1 Dispatcher Console Replacement and Upgrade (F: 18.04)

On motion of Director Ta and second by Director Hernandez, the Committee voted unanimously by those present to approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Motorola Solutions, Inc. for software, hardware, and professional services to replace the existing legacy 9-1-1 Dispatcher Consoles with the ASTRO 25 series MCC7500 IP Dispatch Consoles for a total amount not to exceed \$2,209,652.

F. Cooperative Contract for Information Technology Staff Augmentation Services (F: 19.08A13)

On motion of Director Ta and second by Director Hernandez, the Committee voted unanimously by those present to approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Computer Aid, Inc. for project management services for the Critical Infrastructure Improvement project for a two-year term in an amount not to exceed \$423,302.40.

G. Request for Special Procurement for Custom Design and Metal Fabrication Services (F: 19.09D10)

On motion of Director Ta and second by Director Hernandez, the Committee voted unanimously by those present to approve and authorize the Purchasing Manager to increase and extend a previously issued blanket order with Stein Industries utilizing the special procurement provision in the Purchasing Ordinance for custom design and metal fabrication services for a three-year term at an amount not to exceed \$60,000 (\$20,000 annually).

END OF CONSENT CALENDAR

4. **DISCUSSION CALENDAR** No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS (F: 12.02A4)

The Committee Members offered no comments.

ADJOURNMENT – Chair Sachs adjourned the meeting at 5:38 p.m. The next meeting of the Orange County Fire Authority Executive Committee will be October 25, 2018, at 5:30 p.m.

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



Orange County Fire Authority AGENDA STAFF REPORT

Executive Committee Meeting October 25, 2018 Agenda Item No. 3A Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
Jane Wong, Assistant Treasurer	janewong@ocfa.org	714.573.6305

Summary

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

Prior Board/Committee Action

Budget and Finance Committee Recommendation: APPROVE

At its regular October 10, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County Not Applicable.

Fiscal Impact Not Applicable.

Background

Attached is the final monthly investment report for the month ended August 31, 2018. A preliminary investment report as of September 21, 2018, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – August 2018/Preliminary Report – September 2018

Orange County Fire Authority Monthly Investment Report



Final Report – August 2018

Preliminary Report – September 2018



Monthly Investment Report Table of Contents

Final Investment Report – August 31, 2018	
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Orange County Fire Authority

Final Investment Report

August 31, 2018

Treasury & Financial Planning



Monthly Investment Report

EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of August 2018, the size of the portfolio decreased significantly by \$28.0 million to \$140.5 million; this declining trend in the portfolio balance is typical during this time of year. Significant receipts for the month included a cash contract payment, an apportionment of property taxes and charges for current services totaling \$4.2 million. Significant disbursements for the month included two biweekly payrolls which were approximately \$12.1 million each with related benefits and a payment of \$5.3 million for fire apparatus. Total August cash outflows amounted to approximately \$33.2 million. The portfolio's balance is expected to decrease further in the following month as there are no major receipts expected for September.

In August, the portfolio's yield to maturity (365-day equivalent) rose by 2 basis points to 1.84%. The effective rate of return increased by 4 basis points to 1.84% for the month and by 2 basis points to 1.82% for the fiscal year to date. The average maturity of the portfolio shortened by 6 days to 63 days to maturity.

Economic News

The U.S. economy continued to strengthen in August 2018, albeit with mixed economic activity. Employment conditions stayed strong and were better than expected. There was a total of 201,000 new jobs created in August, a higher number than forecasted, and the unemployment rate remained unchanged at a low rate of 3.9%. Consumer confidence remained high. However, retail sales came in weaker than expected in August. Both manufacturing and non-manufacturing sectors increased activity for the month. The CPI (Consumer Price Index) rose by 0.2% in August, slightly less than expected, keeping inflation low. Industrial production continued to climb for a third straight month. Overall home sales activity improved slightly in August, despite rising prices and mortgage rates. On September 26, 2018, at the second day of the its scheduled meeting, the Federal Open Market Committee met and voted, as expected, to raise the federal funds rate by a quarter percentage point to a new target range of 2.00% - 2.25%. The Committee also maintained its positive outlook on the economy.

Treasury & Financial Planning



Monthly Investment Report

BENCHMARK COMPARISON AS OF AUGUST 31, 2018

3 Month T-Bill: 2.07% I Year T-Bill: 2.45% 6 Month T-Bill: 2.24% LAIF: 2.00% OCFA Portfolio: 1.84%

PORTFOLIO SIZE, YIELD, & DURATION

	Current Month	Prior Month	Prior Year
Book Value-	\$140,483,274	\$168,533,407	\$145,096,004
Yield to Maturity (365 day) Effective Rate of Return	1.84% 1.84%	1.82% 1.80%	1.04% 1.02%
Days to Maturity	63	69	93



ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary August 31, 2018

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 pag	ne 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	2,900,000.00	2,900,000.00	2,900,000.00	2.06	1	1	1.470	1.490
Federal Agency Coupon Securities	26,000,000.00	25,814,600.00	26,000,000.00	18.49	962	252	1.283	1.301
Federal Agency DiscAmortizing	5,000,000.00	4,991,200.00	4,990,933.33	3.55	113	34	1.958	1.986
Treasury Coupon Securities	18,000,000.00	17,967,510.00	17,968,751.66	12.78	203	68	1.958	1.985
Treasury Discounts -Amortizing	30,000,000.00	29,958,800.00	29,955,156.56	21.30	140	28	1.901	1.928
Local Agency Investment Funds	58,808,617.18	58,698,460.94	58,808,617.18	41.82	1	1	1.971	1.928
Investments	140,708,617.18	140,330,570.94	140,623,458.73	100.00%	238	63	1.816	1.842
Cash								
Passbook/Checking (not included in yield calculations)	228,308.99	228,308.99	228,308.99		1	1	0.000	0.000
Total Cash and Investments	140,936,926.17	140,558,879.93	140,851,767.72		238	63	1.816	1.842
Total Earnings	August 31 Month Ending	Fiscal Year To Dat	9					
Current Year	240,816.73	512,984.5						
Average Daily Balance	154,438,540.88	166,022,756.1						
Effective Rate of Return	1.84%	1.82						

"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, 2018. 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

Patricia Jakubiak Treasurer

all

age.

Cash and Investments with GASB 31 Adjustment:

Total	\$ 140,483,274.06
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ (368,493.66)
Book Value of Cash & Investments before GASB 31 (Above)	\$ 140,851,767.72

for 9/7/18

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management

Portfolio Details - Investments

August 31, 2018

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Page 5

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CUSIP	Investn	nent# issuer	Average Balance	Purchase	- NATE (M. 1997) Alto en este com	Par Value		17696	Onyone Stor By	Stated	YTM/C	Days to	Maturity
Money Mkt Mutua	Funds/C	ash				Fat value	· · · · · ·	Market Value	Book Value	Rate	365	Maturit	Date
SYS528	528	Federated Treasu	In Obligations						• 				
		Subtotal and Average		i tatini Ali ang tatini	197 197	2,900,000.00		2,900,000.00	2,900,000.00	1.490	1.490	1	
Federal Agency C			4,979,647.20	t sy' Proven		2,900,000.00		2,900,000.00	2,900,000.00		1.490	1	
3133EFJP3 3133EGPD1	869	Federal Farm Cre	dit Bank (Callable Anytime	e) 10/15/2015	1e e -	10,000,000.00	• • • •	9,987,800.00	10,000,000.00	1.100			
3134GBHT2	921	Federal Farm Cre	dit Bank (Callable Anytime	e) 04/20/2017		7,000,000.00		6,918,870.00	7,000,000.00	1.180	1.054		10/15/2018
5134GBH12	922	Fed Home Loan	Atg Corp	04/25/2017		9,000,000.00	2	8,907,930.00	9,000,000.00	1.625	1.375 1.518		08/01/2019
		Subtotal and Average	26,000,000.00		. :	26,000,000.00		25,814,600.00	26,000,000,00	1.020	1.301		10/25/2019
Federal Agency Di	scAmo	rtizing									1.301	252	
313385J49	948	Fed Home Loan E	lank	06/14/2018		F 000 000 00							
		Subtotal and Average		00/14/2018		5,000,000.00	-	4.991,200.00	4,990,933.33	1.920	1.986	34	10/05/2018
Concerne Concerne	.		8,694,502.42	1. 1. N.		5,000,000.00		4,991,200.00	4,990,933.33		1.986	34	
reasury Coupon		5											
912828783	943	Treasury Note	1. A.	04/19/2018		9,000,000.00	a	8,982,000.00	8,982,402.76	0.750	1.000		
12828M64	944	Treasury Note	1 - 1 - 1 - 1	04/19/2018		9,000,000.00	· · · ·	8,985,510.00	8,986,348.90	1.250	1.960 2.010		10/31/2018
		Subtotal and Average	17,961,622.12		1	8,000,000.00		17,967,510.00	17,968,751.66	1.200	1.985	68	11/15/2018
reasury Discount	s -Amorti	zing									1.805	00	
12796PZ6	941	US Treasury Bill	www.co. i ja ja	04/19/2018		0.000.000.00							
12796QD4	942	US Treasury Bill		04/19/2018		9,000,000.00		8,992,350.00	8,991,165.00	1.860	1.901	19	09/20/2018
12796PY9	947	US Treasury Bill		05/31/2018		9,000,000.00	i stali	8,978,220.00	8,977,381.25	1.925	1.971	47	0/18/2018
12796QB8	949	US Treasury Bill				5,000,000.00	a*::	4,999,500.00	4,998,699.31	1.873	1.909	5 (9/06/2018
8	· • · • · · · ·	and a construction of the second second		06/28/2018		7,000,000.00	1.94	6,988,730.00	6,987,911.00	1.884	1.920	33	0/04/2018
		Subtotal and Average	35,090,926.15	1 P .	3	0,000,000.00		29,958,800.00	29,955,156.56		1.928	28	
ocal Agency Inve	stment Fu	inds											
YS336	336	Local Agency Invs	tmt Fund	4	5	8,808,617.18		58,698,460.94	58,808,617.18	1,998	1.998	1	
· · · · · · · ·		Subtotal and Average	61,711,842.99	an china Pitri	. % 5	8,808,617.18		58,698,460.94	58,808,617.18		1.998	1	
, ^{x x}	•	Total and Average	154,438,540.88	1. 11 A. 200	14	0,708;617.18		140,330,570.94	140,623,458.73		1.842	63	

ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Details - Cash August 31, 2018

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C I 365 N	Days to Naturity
Money Mkt Mut	tual Funds/Cash									
SYS10033 SYS4	10033 4	Revolving Fund Union Bank		07/01/2018 07/01/2018	20,000.00 208,308.99	20,000.00 208,308.99	20,000.00 208,308.99		0.000 0.000	1 1
		Average Balance	0.00		2					1
	Total Cash	and Investments	154,438,540.88	в	140,936,926.17	140,558,879.93	140,851,767.72		1.842	63

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



ORANGE COUNTY FIRE AUTHORITY Aging Report By Maturity Date As of September 1, 2018

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	(09/01/2018 - 09/01/2018)	4 Maturities	0 Payments	61,936,926.17	43.97%	61,936,926.17	61,826,769.93
Aging Interval: 1 - 30 days	(09/02/2018 - 10/01/2018)	2 Maturities	0 Payments	14,000,000.00	9.93%	13,989,864.31	13,991,850.00
Aging Interval: 31 - 60 days	(10/02/2018 - 10/31/2018)	5 Maturities	0 Payments	40,000,000.00	28.36%	39,938,628.34	39,927,950.00
Aging Interval: 61 - 91 days	(11/01/2018 - 12/01/2018)	1 Maturities	0 Payments	9,000,000.00	6.38%	8,986,348.90	8,985,510.00
Aging Interval: 92 - 121 days	(12/02/2018 - 12/31/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	(01/01/2019 - 01/31/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(02/01/2019 - 03/03/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(03/04/2019 - 06/02/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(06/03/2019 - 09/01/2019)	1 Maturities	0 Payments	7,000,000.00	4.97%	7,000,000.00	6,918,870.00
Aging Interval: 366 - 1095 days	(09/02/2019 - 08/31/2021)	1 Maturities	0 Payments	9,000,000.00	6.39%	9,000,000.00	8,907,930.00
Aging Interval: 1096 days and aft	er (09/01/2021 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
У.,	g a U	Total for 14 Investments	0 Payments		100.00	140,851,767.72	140,558,879.93

Treasury & Financial Planning



Monthly Investment Report

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, 2018 includes a decrease of (\$121,754) to the LAIF investment and a decrease of (\$246,740) 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.

Monthly Investment Report

Treasury & Financial Planning



Local Agency Investment Fund (LAIF)

As of August 31, 2018, OCFA has \$58,808,617 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 June 30, 2018 is 0.998126869. When applied to OCFA's LAIF investment, the fair value is \$58,698,461 or (\$110,156) below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at August 31, 2018 is included on the following page.



State of California Pooled Money Investment Account Market Valuation 8/31/2018

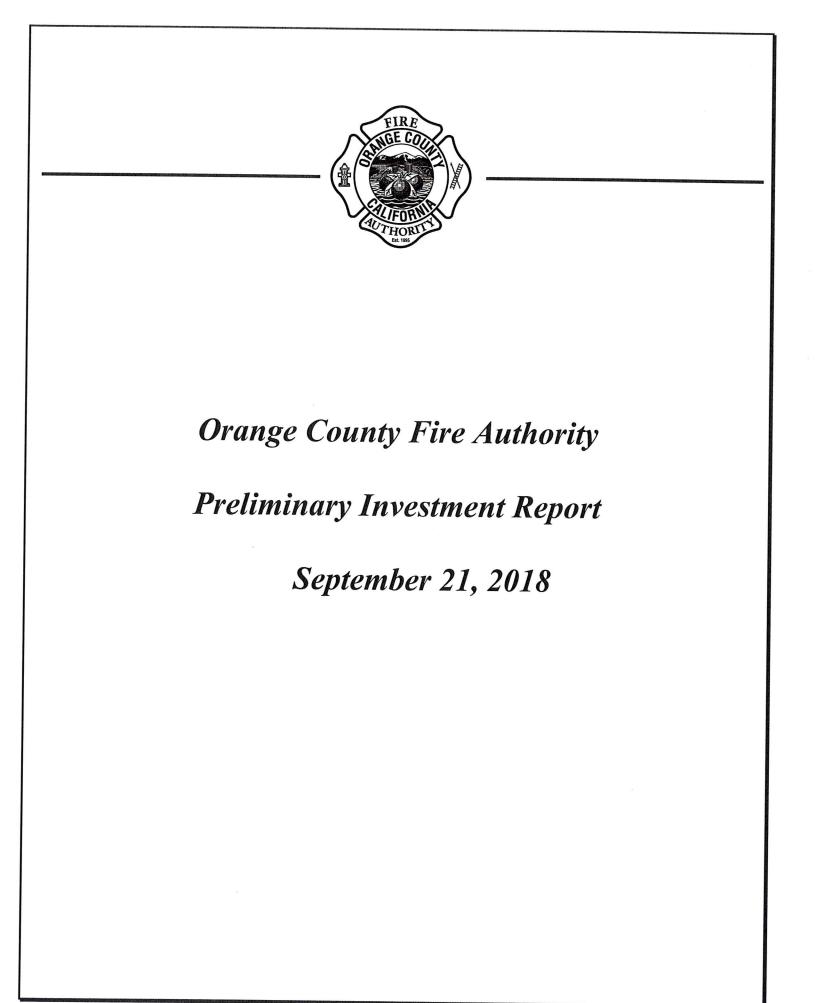
Description		arrying Cost Plus rued Interest Purch.		Fair Value	Ac	crued Interest
	1				AU	crueu interest
United States Treasury:						
Bills	\$	15,099,143,565.80	\$	15,208,236,500.00		NA
Notes	\$	26,195,546,734.26	\$	26,097,480,500.00	\$	78,563,718.50
Federal Agency:				(1) A start of the start of	1	 A strategist (M⁺ + N²M⁺) (M⁺)
SBA	\$	801,520,958.11	\$	792,949,536.29	\$	1,342,410.73
MBS-REMICs	\$	27,973,200.72	\$	28,428,494.53	\$	130,799.11
Debentures	\$	2,123,061,311.81	\$	2,111,477,900.00	\$	8,475,333.30
Debentures FR	\$	-,,,	\$	2,111,477,300.00	\$	0,475,555.50
Debentures CL	\$	200,000,000.00	\$	197,354,500.00	\$	1,765,041.50
Discount Notes	\$	11,644,058,236.25	\$	11,699,831,750.00	Ψ	NA
Supranational Debentures	\$	499 075 507 40	¢	100 740 000 00		
Supranational Debentures FR	\$	488,975,507.19	\$	486,749,600.00	\$	2,613,085.00
Supranational Debentures FR	φ	100,375,183.89	\$	100,705,947.25	\$	334,988.79
CDs and YCDs FR	\$	525,000,000.00	\$	525,000,000.00	\$	2,334,934.23
Bank Notes	\$	900,000,000.00	\$	899,706,335.11	\$	6,100,500.00
CDs and YCDs	\$	15,800,000,000.00	\$	15,796,930,853.09	\$	76,924,138.92
Commercial Paper	\$	6,442,581,249.91	\$	6,467,631,933.29	- T	NA
Corporate:						
Bonds FR	\$	· -	\$		\$	
Bonds	\$	-	\$	-	\$	-
Repurchase Agreements	\$		\$		•	
Reverse Repurchase	\$		\$ \$		\$ \$	
T'					Ŧ	
Time Deposits	\$	5,058,240,000.00	\$	5,058,240,000.00		NA
AB 55 & GF Loans	\$	790,994,000.00	\$	790,994,000.00		NA
TOTAL	\$	86,197,469,947.94	\$	86,261,717,849.56	\$	178,584,950.08

Fair Value Including Accrued Interest

86,440,302,799.64

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 Portfolio Management Portfolio Summary September 21, 2018

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 pag	e 18)				
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	9,163,900.53	9,163,900.53	9,163,900.53	6.79	1	1	1.470	1.490
Federal Agency Coupon Securities	26,000,000.00	25,808,970.00	26,000,000.00	19.27	962	231	1.283	1.490
Federal Agency DiscAmortizing	5,000,000.00	4,996,750.00	4,996,533.33	3.70	113	13	1.958	1.986
Treasury Coupon Securities	18,000,000.00	17,977,320.00	17,978,733.00	13.32	203	47	1.958	
Treasury Discounts -Amortizing	16,000,000.00	15,984,230.00	15,983,091.50	11.85	145	20	1.958	1.985
Local Agency Investment Funds	60,808,617.18	60,694,714.67	60,808,617.18	45.07	140	20	1.922	1.949 1.998
Investments	134,972,517.71	134,625,885.20	134,930,875.54	100.00%	234	54	1.796	1.821
Cash								
Passbook/Checking (not included in yield calculations)	432,376.89	432,376.89	432,376.89		1	1	0.000	0.000
Total Cash and Investments	135,404,894.60	135,058,262.09	135,363,252.43	ал ман са с. 	234	54	1.796	1.821
Total Earnings	September 21 Month Ending	Fiscal Year To Da	ite					
Current Year	144,376.73	657,361.2						
Average Daily Balance	139,167,115.91	159,227,955.						
Effective Rate of Return	1.80%		82%					

"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, 2018. 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

Page

for 9/28/18

Cash and Investments with GASB 31 Adjustment: Book Value of Cash & Investments before CASE of (4)

Total	\$	134,994,758.77
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$	(368,493.66)
Book Value of Cash & Investments before GASB 31 (Above)	\$	135,363,252.43
BOOK VAILLE OF CASE & Investments before CASE 21 (Above)	<i>c</i>	105 000 050

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management

Portfolio Details - Investments

September 21, 2018

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Money Mkt M	Investm	Daland	ce Date	Par Value	18 j. n.		Book Value	Stated Rate	365	Maturity	Maturity Date
SYS528											
515526	528	Federated Treasury Obligations		9,163,900.53		9,163,900.53	9,163,900.53	1.490	1.490	1	
		Subtotal and Average 7,419,946.7	72	9,163,900.53		9,163,900.53	9,163,900.53		1.490	1	
Federal Agend	cy Coupon Se	curities								· ·	
3133EFJP3	869	Federal Farm Credit Bank(Callable Any	time) 10/15/2015	10,000,000.00	ч. н. ₆ .,	9,993,400.00	10,000,000.00	1.100			-
3133EGPD1 3134GBHT2	921	Federal Farm Credit Bank (Callable Any	(time) 04/20/2017	7,000,000.00		6,918,170.00	7,000,000.00	1.180	1.054		0/15/2018
3134GBH12	922	Fed Home Loan Mtg Corp	04/25/2017	9,000,000.00	×.,	8,897,400.00	9,000,000.00	1.625	1.375 1.518		8/01/2019 0/25/2019
	£	Subtotal and Average 26,000,000.0	00	26,000,000.00		25,808,970.00	26,000,000.00		1.301	231	0/25/2019
Federal Agence	y DiscAmor	tizing							1.301	231	
313385J49	948	Fed Home Loan Bank	06/14/2018	5,000,000.00	×	4.996,750.00	4,996,533.33	1.920	4 000		
3	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	Subtotal and Average 4,993,866.6	17	5,000,000.00		4,996,750.00	4,996,533.33	1.920	1.986		0/05/2018
Treasury Coup	on Securities						1,000,000.00		1.986	13	
912828T83	943	Treasury Note	04/19/2018	9,000,000.00	5. 19 .	8,988,210.00	- 0.000 504 70				
912828M64	944	Treasury Note	04/19/2018	9,000,000.00		8,989,110.00	8,988,561.79 8,990,171.21	0.750 1.250	1.960		0/31/2018
	· · · :	Subtotal and Average 17,973,979.9	8	18,000,000,00		7,977,320.00	17,978,733.00	1.250	2.010		1/15/2018
Treasury Disco	ounts -Amortiz	zing			•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			1.985	47	
912796QD4	942	US Treasury Bill	04/19/2018	9,000,000.00		0.007.040.00		ST AND REAL			
912796QB8	949	US Treasury Bill	06/28/2018	7,000,000.00		8,987,940.00 6,996,290.00	8,987,487.50	1.925	1.971		0/18/2018
ar ^a	an an a	Subtotal and Average 25,304,038.70	 0 1. 15. 1. 21. 22. 24. 24. 24. 24. 24. 24. 24. 24. 24	16,000,000.00		5,984,230.00	6,995,604.00	1.884	1.920		0/04/2018
ocal Agency	nvestment Fu	Inds				5,504,250.00	2015,983,091.50	••••	1.949	20	
SYS336	336	Local Agency Invstmt Fund	· · ·	60 808 647 40			•				
	1.50°			60,808,617.18	6	0,694,714.67	60,808,617.18	1.998	1.998	1	
		Subtotal and Average 57,475,283.85	5:11 + Azta	60,808,617.18	6	0,694,714.67 A	60,808,617.18		1.998	1	
		Total and Average 139,167,115.91									

By an participation of

ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Details - Cash

September 21, 2018

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C Da 365 Ma	
Money Mkt Mut	Money Mkt Mutual Funds/Cash									
SYS10033 SYS4	10033 4	Revolving Fund Union Bank		07/01/2018 07/01/2018	20,000.00 412,376.89	20,000.00 412,376.89	20,000.00 412,376.89		0.000 0.000	1 1
		Average Balance	0.00		6.					1
	Total Cash	and Investments	139,167,115.91	а 14	135,404,894.60	135,058,262.09	135,363,252.43		1.821	54

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ORANGE COUNTY FIRE AUTHORITY Aging Report By Maturity Date As of September 22, 2018

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	(09/22/2018 - 09/22/2018)	4 Maturities	0 Payments	70,404,894.60	52.01%	70,404,894.60	70,290,992.09
Aging Interval:	1 - 30 days	(09/23/2018 - 10/22/2018)	4 Maturities	0 Payments	31,000,000.00	22.89%	30,979,624.83	30,974,380.00
Aging Interval:	31 - 60 days	(10/23/2018 - 11/21/2018)	2 Maturities	0 Payments	18,000,000.00	13.28%	17,978,733.00	17,977,320.00
Aging Interval:	61 - 91 days	(11/22/2018 - 12/22/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	92 - 121 days	(12/23/2018 - 01/21/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	(01/22/2019 - 02/21/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(02/22/2019 - 03/24/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(03/25/2019 - 06/23/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	
Aging Interval:	275 - 365 days	(06/24/2019 - 09/22/2019)	1 Maturities	0 Payments	7,000,000.00	5.17%	7,000,000.00	0.00
Aging Interval:	366 - 1095 days	(09/23/2019 - 09/21/2021)	1 Maturities	0 Payments	9,000,000.00	6.65%		6,918,170.00
Aging Interval:	1096 days and after	(09/22/2021 -)	0 Maturities	0 Payments			9,000,000.00	8,897,400.00
		,	Total for 12 Investments	0 Payments	0.00	0.00%	0.00	0.00
						100.00	135,363,252.43	135,058,262.09

Treasury & Financial Planning



Monthly Investment Report

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, 2018 includes a decrease of (\$121,754) to the LAIF investment and a decrease of (\$246,740) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rate of Return. The amount of income received from an investment, expressed as a percentage. A *market rate of return* is the yield that an investor can expect to receive in the current 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 October 25, 2018 Agenda Item No. 3B Consent Calendar

Award of RFP #JA2299 Purchase of Two Hook-Lift Trucks

Contact(s) for Further Information

Dave Anderson, Deputy Chief	daveanderson@ocfa.org	714.573.6006
Emergency Operations Bureau		
Rick Oborny, Fleet Services Manager	rickoborny@ocfa.org	714.573.6651
Logistics Department		

Summary

This agenda item is submitted for the approval to purchase two hook-lift trucks from Los Angeles Truck Centers, the number one ranked firm in the Request for Proposal process.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to issue a purchase order to Los Angeles Truck Centers for the purchase of two hook-lift trucks in a total amount of \$347,461.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the purchase of two hook-lift trucks is included in the approved FY 2018/19 budget. OCFA has received funding from the CAL FIRE State Augmentation Fund and these funds will be used in this purchase.

Background

Each year, the Fleet Services Manager reviews the vehicles identified for replacement in the Fire Authority's vehicle replacement plan. This evaluation considers the vehicle's mileage, current age and actual years of operation compared to expected years, mechanical condition, and repair history. As part of the review, the following two vehicles have been identified for replacement:

Unit #	Year/Make	Mileage
5387	1990 Freightliner Dump Truck	70,500
5388	1990 GMC Stake-Side	109,000

Once the two vehicles listed above are replaced with new vehicles, Unit 5387 will be evaluated for relief or surplus sale. Unit 5388 will be assigned to the Urban Search and Rescue team to replace Unit FSS1, a 1984 International Stake-Side with 51,000 miles. Though this vehicle's mileage is less than Unit 5388, the vehicle's age has made it increasingly more challenging to maintain, due to the difficulty in securing replacement parts. This rotation will allow Fleet Services to return Unit FSS1 to the Federal Excess Property Program.

Two hook-lift trucks have been approved by the apparatus committee to replace these vehicles. Hooklift trucks are heavy duty trucks that are fitted with a hydraulic hook-lift hoist system which gives the truck the ability to haul multiple types of trailers and containers. Examples include: flat beds for hauling equipment, small dump beds for hauling sand bags, water tanks for water supply, and box containers for supplies. Hook-lift containers can be exchanged quickly, and a container can be lifted or dropped in approximately 90 seconds. The hook-lift style truck was selected due to its multipurpose versatility allowing delivery of multiple designs with one chassis instead of buying multiple trucks with single purpose designed boxes. This chassis will enable licensed drivers the ability to deliver supplies and durable goods around the county efficiently. One truck will support the Crews and Equipment section by hauling the Skid Steer tractor, as well as project work when fitted with a custom-made dump bed. The second truck will support the Service Center allowing the delivery of supplies by a single driver without the need for a forklift or other device. This is a very versatile chassis that can easily be adapted to the changing needs of the fire service.

Request for Proposal (RFP) Process

On July 3, 2018, RFP JA2299 was issued requesting proposals for the purchase of two hook-lift trucks. A non-mandatory pre-proposal meeting was held on July 16, 2018, and representatives from two companies attended. Final proposals were due on August 21, 2018, and one proposal was received. The proposal was evaluated based on the criteria and point structure as defined in the RFP: statement of qualifications (15 pts), references (5 pts), ability to meet the specifications (40 pts), overall responsiveness (5 pts), and proposed costs (35 pts). Following the paper proposal evaluation, the evaluation committee conducted an in-person interview with the representative from Los Angeles Truck Centers. Upon completion of the proposal evaluation and interview, it was determined that the proposal from Los Angeles Truck Centers met all the minimum mandatory requirements, and was scored highly by the evaluation committee. Pursuant to the terms of the RFP, staff requested a Best and Final Offer (BAFO) from Los Angeles Truck Centers; additional information on the BAFO pricing is provided in Attachment 1.

Recommendation

Based on the results of the RFP, staff is recommending the award of this contract to Los Angeles Truck Centers for the purchase of two 2020 Freightliner M2-106 hook-lift trucks in an amount of \$347,461.

Attachment(s)

- 1. Evaluation Scoring Summary
- 2. Proposal from Los Angeles Truck Centers (on file in the Office of the Clerk and available upon request)

JA2299 – Purchase of Two Hook-Lift Trucks Summary of Evaluation Scores and Pricing

Evaluation

An evaluation team consisting of one Fleet Services staff, one Service Center staff, and one Apparatus Committee Member, evaluated the proposal from Los Angeles Truck Center. The proposal was evaluated based on the criteria and point structure as defined in the RFP: statement of qualifications (15), references (5), ability to meet the specifications (40), overall responsiveness (5), and proposed costs (35). Following the paper proposal evaluation, the evaluation committee conducted an in-person interview with the representative from Los Angeles Truck Centers. Upon completion of the proposal evaluation and interview, it was determined that the proposal from Los Angeles Truck Centers met all the minimum mandatory requirements, and was scored highly by the evaluation committee. Final evaluation scores, are shown in the table below:

Evaluation Scoring Summary	Los Angeles Truck Center			
Evaluator #	1	2	3	
A. Statement of Qualifications (15)	15	12	13.5	
B. References (5)	4.5	4	4.5	
C. Ability to meet the specifications (40)	32	32	36	
D. Overall Responsiveness (5)	5	4	5	
E. Proposed Costs (35)	35	35	35	
F. Interview (25)	20	20	20	
Total Points (max 125)	111.5	107	114	
Proposal Ranking	1	1	1	
Sum of Written Proposal Rankings		3		

JA2299 – Purchase of Two Hook-Lift Trucks Summary of Evaluation Scores and Pricing

Bes	t and Final Offer Pricing	AMPLIROLL OPTION				
lte m	Description	Qty	Unit Price	Ext. Total		
1	HOOK LIFT TRUCK Per Spec No. 18-61-02 w/ fixed 54" Hook Height YEAR: 2020 MAKE: Freightliner MODEL: M2-106 Hook-Lift Truck	2	\$ 134,425.00	\$ 268,850.00		
2	Flatbed 16' Hookloader with Liftgate	1	\$ 31,500.00	\$ 31,500.00		
3	16' Heavy Duty Dump	1	\$ 8,525.00	\$ 8,525.00		
4	Tire Fees per Vehicle	2	\$ 10.50	\$ 21.00		
5	Documentation Fee	2	\$ 65.00	\$ 130.00		
6	Hot shift PTO for automatic transmission	2	included	included		
7	Tarp system for Heavy Duty Dump	1	\$ 1,604.00	\$ 1,604.00		
8	Drop down legs for Flatbed to be used during storage	1	\$ 685.00	\$ 685.00		
9	Drop down legs for Heavy Duty Dump to be used during storage	1	\$ 685.00	\$ 685.00		
10	Onboard Axle Scales	2	\$ 3,635.00	\$ 7,270.00		
11	Cummins C-Brake	2	\$ 1,600.00	\$ 3,200.00		
12	Su	btotal	\$ 322,	470.00		
13	Sale	s Tax	x \$ 24,991.43			
14		Total	\$ 347,	461.43		

*Line items 6 - 11 are optional items which the evaluation team has requested to be included as part of the purchase and build.

Orange County Fire Authority

Hook-Lift Truck (JA2299), bidding on August 21, 2018 11:00 AM (Pacific)

Bid Results

Bidder Details

Vendor Name Address	Los Angeles Truck Centers, LLC 2429 S. Peck Road Whittier, CA 90601 United States
Respondee	James K. Blakely
Respondee Title	Fleet and Gov. Sale
Phone	714-357-0024 Ext.
Email	jblakely@lafreightliner.com
Vendor Type	

Bid Detail

Bid Format	Electronic
Submitted	August 8, 2018 9:59:33 AM (Pacific)
Delivery Method	365-400 days AOR
Bid Responsive	
Bid Status	Submitted
Confirmation #	150195
Ranking	0
Amount	\$0.00

Respondee Comment

Will do our best to better the delivery times but order board is volatile We are offering two models on the hooklift system. call with any questions

Buyer Comment

Attachments

File Title
cost file
copy of response
bid docs

chassis brochure

File Name Pricing pages.pdf respose.pdf respose.pdf

M2 106 Brochure.pdf

File Type Cost File Response File RFP Required Response Forms General Attachment

Page 1

Attachment 2

SECTION VII: PROPOSAL REQUIREMENTS

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

Proposal Response Format:

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

- 1. Letter of Transmittal: Exhibit A
- 2. Statement of Qualifications: Exhibit B
- 3. References: Exhibit C
- 4. Response to Vehicle Spec # 18-61-02 Hook Lift Truck: Exhibit D
- 5. Pricing Page: Exhibit E
- 6. Party Participant and Agent Disclosure Forms: Exhibit F
- 7. W-9: Exhibit G
- 8. Offeror's information: Exhibit H
- 9. Certification of Proposal: Exhibit I

EXHIBIT A: LETTER OF TRANSMITTAL

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

- a. Proposer Contact Information: Name, title, telephone, and email of the personnel responsible for the primary communication with the OCFA regarding Proposer's proposal.
- b. An executive summary of the Proposer's understanding of the objectives outlined in the scope of work with a commitment to provide the equipment in accordance with its proposal and the terms and conditions of any contract, which may be awarded pursuant to this RFP.
- c. A statement to the effect that the proposal shall remain valid for not less than one hundred and eighty (180) days from the date proposals are due.

The Letter of Transmittal should be provided on the firm's letterhead and should be signed by the Prime Consultant or in the case of a joint venture or other joint-prime relationship; an officer of each venture partner shall sign on behalf of the proposing firm. Letter must be signed by an individual authorized to bind the Offeror.



August 7, 2018

Mr. James Aquila Orange County Fire Authority One Fire Authority Road Bldg. C Irvine, CA 92602

RE: Hook Lift Trucks

Mr. Aquila,

A. Contact information:

James K. Blakely Fleet and Government Sales

714-357-0024, Jblakely@lafreightliner.com

I have 27 years of experience in commercial and municipal truck sales, have been supplying trucks to OCFA and County of Orange since the late 1990's. Our dealership group supplies trucks to most of the municipalities in Southern Ca. Arizona and Nevada, including multiple state agencies i.e. Caltrans, DFG, DWR etc.

A. Understanding;

OCFA is looking for Two Hook lift trucks that meet the intent of the attached specifications to carry equipment safely and reliably both on and off pavement for fire prevention tasks and for fire emergencies.

Uptime is critical so a solid dealer network staffed with qualified technician and parts inventory is critical to your operation, with having nine locations in southern California with Prime locations Elite certified. I am confident we can meet the needs and expectations of OCFA.

Due to the current volatility in the metals market our pricing is good for 45 days from bid opening

Call me with any questions, Thank you for your consideration.

Regards, James K. Blakely Fleet and Government Sales



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EXHIBIT B: STATEMENT OF QUALIFICATIONS

Offerors shall prepare a statement of qualifications that shows the ability, capacity, experience, and skill of the Offeror, their staff, and their employees to provide the equipment requested. The statement of qualifications should include, at a minimum, responses to the following.

- 1. Provide the firm's detailed information, including number of years in business, location of office(s), and number of employees.
- 2. Proposer should indicate that it has sufficient licenses, permits, qualifications, and approvals that are required to do business within the State of California. Provide proof.
- 3. Describe the firm's experience in providing vehicles of similar nature, particularly to public agencies, municipalities, or other governmental agencies and include the number of builds currently in process.
- 4. Proposals will only be accepted from vehicle builders who design, fabricate, and assemble complete apparatus at their own facilities. Please indicate if your firm complies.
- 5. The successful company is required to have a delivery and service facility within fifty (50) driving miles of the OCFA Fleet Services repair facility. In addition, this facility is required to have a minimum of five (5) years of experience in the delivery, repair and maintenance of the apparatus with an adequate covered and lit floor area for the inspection and repair of the apparatus. Please provide details on your facility and how you are able to meet this requirement.
- 6. Provide a list of key staff members who will be working on this project and their specific responsibilities with respect to the scope of work. Information should include their experience as related to the scope of work. Include proof of qualifications.
- 7. OCFA is requesting the delivery of the vehicles within 180 days from the purchase order issue date or sooner. What is the estimated number of days required for delivery of the vehicle upon receipt of the purchase order?
- 8. Provide a detailed description for an optional five (5) year warranty for the proposed vehicle and major assembled components. Please specify those components that are covered, those items where the standard component warranty is extended and also those items that are specifically not covered by the optional five year warranty.
- 9. Is the warranty a "single-source warranty"? What are the duration periods of the optional "singlesource warranty"? Provide the guaranteed response time for resolution of warranty issued after notification from Fleet Services is received.
- 10. Include any additional information that will assist OCFA in assessing your firm's history of performance and demonstrated ability and expertise in providing the requested equipment.

LOS ANGELES FREIGHTLINER

www.lafreightliner.com

August 7, 2018

Exhibit B

Mr. James Aquila Orange County Fire Authority One Fire Authority Road Bldg. C Irvine, CA 92602

RE: Hook lift Trucks

I have 27 years of experience in commercial and municipal truck sales, have been supplying trucks to OCFA and County of Orange since the late 1990's. Our dealership group supplies trucks to most of the municipalities in Southern Ca, Arizona and Nevada, including multiple state agencies i.e. Caltrans, DFG, DWR etc. We have supplied heavy haul, trucks to LA county, DFG, County of Orange etc. We have many projects in process for multiple customers currently.

방송동안 방송동안 집 고려에 다

Los Angeles Freightliner has been in business since 1977, under current ownership since 1998. We have operations in California, Arizona and Nevada with gross revenues exceeding one billion dollars annually. Currently we have approximately 1,500 employees across our locations and divisions.

We are licensed by the department of motor vehicle to sell new and used vehicles in the States where we operate.

Los Angeles Truck Centers, LLC a Velocity Truck Center Company has five Elite support locations in Calif with 125 certified technicians. *Whittier* Hours: MTWTF - 7:00 am - 8:00 pm, Saturday - 7:30 am - 4:00 pm *Fontana*: MON-FRI - Open 24 hours, SAT & SUN 6am-6pm

Parts call center is open seven days a week, M-F 6 am to 10pm, Fontana parts location is open till midnight.

Parts delivery is available 6 days a week

We stock over 29 million dollars of parts inventory in 25,000 sq.ft of warehousing and retail space to meet demands.



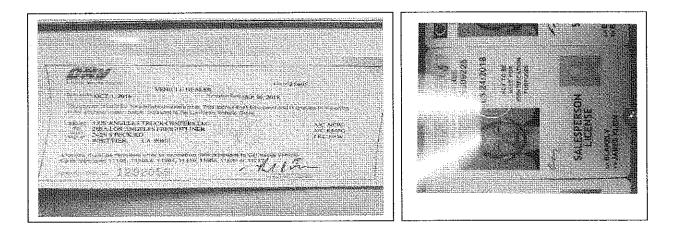




LOS ANGELES FREIGHTLINER

www.lafreightliner.com

During an emergency event we can provide a number for parts access during afterhours.



I have personally built and sold over a dozen "hook lift" trucks over my career and hundreds of roll offs. We have partnered with two top notch product distributors on this proposal for you to choose from.

We are currently slotting new orders as of today on May of 2019, we will need apx 60 days to complete the order once the chassis is received, we will work closely with the body manufacture to expedite delivery and keep OCFA informed of progress.

Detailed extended warranty information provided.

As a prime bidder we will be the point of contact for all warranty concerns, chassis or body.

Should you or your staff have any questions, don't hesitate to contact me.

Regards, (Ш٨ James K. Blakely

Fleet and Government Sales

714-357-0024 Direct







RFP No. JA2299 - Hook-Lift Truck

Orange County Fire Authority

EXHIBIT C: REFERENCES

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Describe fully at least four contracts for similar vehicles provided by your firm to public entities, preferably located in Southern California, which were manufactured by the firm's company and are currently in service. It is the Contractors responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company. If similar apparatus are not located in Southern California, inspection of such apparatus may be requested, and if so, shall be provided by the successful offeror for up to four (4) persons at no expense to the OCFA.

Contact Name and TitleManuel RebolledoE-mail/Telephone numberMitebolledo@ontariocs.govType of Vehicle Supplied: Year/Make/Model/QuantityRefuse trucks/Water truckCustomer Agency NameDepartment of Water Resource/St of CalifContact Name and TitleRobert NevesE-mail/Telephone number(916)216-8372Type of Vehicle Supplied: Year/Make/Model/Quantity1Contact Name and Title1Contact Name and Title1E-mail/Telephone number(916)216-8372Type of Vehicle Supplied: Year/Make/Model/Quantity1Contact Name and Title1E-mail/Telephone number1Type of Vehicle Supplied: Year/Make/Model/Quantity1Contact Name and Title1E-mail/Telephone number1Type of Vehicle Supplied: Year/Make/Model/Quantity1Customer Agency Name1Contact Name and Title1E-mail/Telephone number1Type of Vehicle Supplied: Year/Make/Model/Quantity1Contact Name and Title1E-mail/Telephone number1Type of Vehicle Supplied: Year/Make/Model/Quantity1Type of Vehicle Supplied: Year/Make/Model/Quantity </th <th>Customer Agency Name</th> <th>City of Ontario</th>	Customer Agency Name	City of Ontario
Type of Vehicle Supplied: Refuse trucks/Water truck Customer Agency Name Department of Water Resource/St of Calif Contact Name and Title Robert Neves E-mail/Telephone number (916) 216-8372 Type of Vehicle Supplied: Year/Make/Model/Quantity Customer Agency Name Customer Agency Name Customer Agency Name Contact Name and Title E-mail/Telephone number Type of Vehicle Supplied: Year/Make/Model/Quantity Customer Agency Name Customer Agency Name Customer Agency Name Contact Name and Title Customer Agency Name Customer Agency Name Customer Agency Name </td <td>Contact Name and Title</td> <td>Manuel Rebolledo</td>	Contact Name and Title	Manuel Rebolledo
Type of Vehicle Supplied. Pepartment of Water Resource/St of Calif Customer Agency Name Department of Water Resource/St of Calif Contact Name and Title Robert Neves E-mail/Telephone number (916)216-8372 Type of Vehicle Supplied: Year/Make/Model/Quantity Customer Agency Name Contact Name and Title E-mail/Telephone number Image: Contact Name and Title E-mail/Telephone number Image: Contact Name and Title Customer Agency Name Image: Contact Name and Title E-mail/Telephone number Image: Contact Name and Title E-	E-mail/Telephone number	MRebolledo@ontarioca.gov
Contact Name and Title Robert Neves E-mail/Telephone number (916)216-8372 Type of Vehicle Supplied: Year/Make/Model/Quantity Customer Agency Name Contact Name and Title E-mail/Telephone number Type of Vehicle Supplied: Year/Make/Model/Quantity Customer Agency Name Contact Name and Title E-mail/Telephone number Type of Vehicle Supplied: F-mail/Telephone number Type of Vehicle Supplied:		Refuse trucks/Water truck
E-mail/Telephone number(916) 216-8372Type of Vehicle Supplied: Year/Make/Model/QuantityCustomer Agency NameContact Name and TitleE-mail/Telephone numberType of Vehicle Supplied: Year/Make/Model/QuantityCustomer Agency NameCustomer Agency NameE-mail/Telephone numberType of Vehicle Supplied: Year/Make/Model/QuantityCustomer Agency NameContact Name and TitleE-mail/Telephone numberType of Vehicle Supplied: Year/Make/Model/QuantityContact Name and TitleE-mail/Telephone numberType of Vehicle Supplied:	Customer Agency Name	Department of Water Resource/St of Calif
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Year/Make/Model/Quantity Customer Agency Name Contact Name and Title E-mail/Telephone number Type of Vehicle Supplied: Year/Make/Model/Quantity Customer Agency Name Contact Name and Title E-mail/Telephone number Type of Vehicle Supplied: Year/Make/Model/Quantity Customer Agency Name Contact Name and Title E-mail/Telephone number Type of Vehicle Supplied:	E-mail/Telephone number	(916)216-8372
Contact Name and Title E-mail/Telephone number Type of Vehicle Supplied: Year/Make/Model/Quantity Customer Agency Name Contact Name and Title E-mail/Telephone number Type of Vehicle Supplied:	Type of Vehicle Supplied: Year/Make/Model/Quantity	
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Contact Name and Title E-mail/Telephone number Type of Vehicle Supplied:		
E-mail/Telephone number Type of Vehicle Supplied:	Customer Agency Name	
Type of Vehicle Supplied:	Contact Name and Title	
	E-mail/Telephone number	

Attachment 4

CUSTOMER REFERENCE FORM

Bidders must submit three (3) completed Customer Reference Forms with their submittal as described in Section 5.4.1, Customer Reference. Refer to requirement for detailed instructions.

Contractor's (Bidder) Name:	Los Angeles Truck Centers, LLC
Agency Name (Bidder's Customer):	City of Riverside
Contract Number:	Various
Contract Duration:	2012- Current
Dollar Amount of Contract:	exceeding 3.8 million dollars
Products/Services Provided:	Refuse Trucks, dump truck
Customer (Bidder's Customer) Contact Name and Title:	Garrett Reynolds
Customer Phone Number:	9518265555
Customer Fax Number:	951-351-6143
Customer E Mail Address:	GReynolds@riversideca.gov

Ratings: Please summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. If the score is either 1 or 5, please kindly provide an explanation.

Please follow the rating guidelines below for description of rating scale:

Rating Guideli	ines ai	nd Description of Rating Scale:
Exceptional (5)		Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.
Very Good	(4)	Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.
Satisfactory (3)		Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.
Marginal	(2)	Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
Unsatisfactor	y (1)	Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.

Attachment 4

Event ID 000002529

CUSTOMER REFERENCE FORM

Factors Rated	Questions	Comments (continue on additional sheets if desired) Mandatory if score is either 1 or 5	Rating		
	 How would you rate the contractor's geographic coverage and ability to deliver on time throughout all your locations? 	Vendor provides excellent coverage and support to our location within more than reasonable time frames.	02340		
Timeliness	2. How would you rate the contractor's product availability and fill rate?	Vendor regularly delivers product on time as scheduled or earlier than anticipated.	0 2 3 4 🗳		
	3. How would you rate the contractor's turnaround time when contacted to provide on-site assistance?	Vendor is readily accessible and are routinely available on-site as needed.	0234 🌒		
Contract	4. How would you rate the experience of the contractor in managing large accounts?	The vendor is highly experienced in this area and has managed large contracts and orders for several years with the City of Riverside.	0234 <i>9</i>		
Management	5. How would you rate the service provided by the contractor's assigned Contract Administrator and/or Project Manager?	All contracts and/or agreements have been properly administered, managed, and monitored mutually between the vendor and the City of Riverside.	00340		
	 How would you rate the quality of the contractor's value-added services (i.e. installation, assembly, design and CAD input services)? 	The vendor routinely provides technical data, drawings, narrative detail, and solutions to operational needs.	1234		
Quality	7. How would you rate the performance of contractor's products compared to that of its competitors?	The product the vendor provides regularly meets specifications, performs as intended, and has a service life that meets or exceed our expectations.	02349		
Ordering	8. How would you rate the contractor's ordering system?	The vendor places orders once authorized, consults with other manufacturers, provides estimated dates for delivery, and provides follow-up regularly.	00340		
Reporting	9. How would you rate the contractor's ability to provide reports in an accurate and timely manner?	Vendor provides data, technical documents, and other resources as requested promptly.	0034 🅬		
Customer Satisfaction	10. How would you rate your level of overall satisfaction with the contractor?	The City of Riverside is extremely pleased with the performance, service, and care that is taken to meintain the partnership, and meet the needs of our demanding organization.	0034		

Rater's Signature:

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08-31-2016 Date:_____

CUSTOMER REFERENCE FORM

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Bidders must submit three (3) completed Customer Reference Forms with their submittal as described in Section 5.4.1, Customer Reference. Refer to requirement for detailed instructions.

Contractor's (Bidder) Name:	Los Angeles Truck Centers, LLC
Agency Name (Bidder's Customer):	County of Orange
Contract Number:	Various
Contract Duration:	Aug. 2012- Current
Dollar Amount of Contract:	exceeding 2.7million dollars
Products/Services Provided:	New heavy haul tractors, CNG and Diesel Dump Trucks Street Striper
Customer (Bidder's Customer) Contact Name and Title:	Daniel Martinez
Customer Phone Number:	(714) 955-0308
Customer Fax Number:	(714) 834-5667
Customer E Mail Address:	Daniel.Martinez@ocpw.ocgov.com

Ratings: Please summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. If the score is either 1 or 5, please kindly provide an explanation.

Please follow the rating guidelines below for description of rating scale:

Rating Guidelines and Description of Rating Scale:				
Exceptional	(5)	Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.		
Very Good	(4)	Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.		
Satisfactory	(3)	Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.		
Marginal	(2)	Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.		
Unsatisfactory	(1)	Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.		

Event ID 0000002529

CUSTOMER REFERENCE FORM

Factors Rated	Questions	Comments (continue on additional sheets if desired) Mandatory if score is either 1 or 5	Rating
	 How would you rate the contractor's geographic coverage and ability to deliver on time throughout all your locations? 	We've had a good experience with on time delivery and the ability to deliver to various locations by the Contractor.	02345 5
Timeliness	2. How would you rate the contractor's product availability and fill rate?	The Contractor has always been up front about the product availability and we've ran into very few to no issues with loss of sales or issues with back orders.	02345 5
	3. How would you rate the contractor's turnaround time when contacted to provide on-site assistance?	The Contractor does a great job communicating immediately after we make contact for a potential builds and purchases and providing assistance when needed.	① ② ③ ④ ⑤ 5
Contract	4. How would you rate the experience of the contractor in managing large accounts?		12345 4
Management	5. How would you rate the service provided by the contractor's assigned Contract Administrator and/or Project Manager?	Our Project Manager, James, provides exceptional service and communicates with us through the entire process of an order.	© 2 3 4 5 5
Quality	6. How would you rate the quality of the contractor's value-added services (i.e. installation, assembly, design and CAD input services)?	We rely heavily on the specifications provided by the contractor in regard to vehicle procurement. Their input is invaluable to our Fleet.	12345 5
Quality	7. How would you rate the performance of contractor's products compared to that of its competitors?		12345 4
Ordering	8. How would you rate the contractor's ordering system?		12345 4
Reporting	9. How would you rate the contractor's ability to provide reports in an accurate and timely manner?	Any information pertaining to a potential contract is forwarded to us immediately after being requested.	02345 5
Customer Satisfaction	10. How would you rate your level of overall satisfaction with the contractor?	As stated above, we rely on the contractor to provide a service to us that streamlines our procurement process and they've done a great job adapting to our Fleet's needs.	02345 5

Rater's Signature:_____

_{Date:}8/31/16

EXHIBIT D: RESPONSE TO VEHICLE SPEC. # 18-61-02 HOOK-LIFT TRUCK

The proposal must include detailed responses to vehicle specification number 18-61-02 HOOK LIFT TRUCK. A Microsoft Excel file is included with this solicitation to assist vendors in documenting responses to each specification.

Proposals must also include the required drawings related to the specifications: one (1) original, plus three (3) copies of preliminary vehicle drawings (both full size and $8 \frac{1}{2}$ " x 11").

RFP JA2299 - HOOK LIFT TRUCK SPECIFICATION NUMBER 18-61-02 (REVISED 7-31-18)

PROPOSAL REQUIREMENTS: The following specifications describe a motor vehicle to be used by the Orange County Fire Authority. The vehicle shall be a new current advertised model built by a well-established manufacturer of this type of vehicle. Each proposal shall be accompanied with a detailed description of the vehicle and equipment proposed. The vehicle furnished shall conform to this proposed specification. If the bidder wishes to change from these specifications the bidder shall merely indicate the change, check the paragraph in the column "NO", does not comply, and a detailed description must accompany the proposal on what the bidder is proposing to do or supply.

It is not the OCFA's intent to restrict or limit competition with the specifications, but to provide prospective bidders enough information as to the OCFA's needs.

EXCEPTIONS: Any exceptions or clarifications taken shall be described in the exceptions column for each corresponding line item. No exception to or deviation from this specification will be considered unless specifically noted by the offeror. Any exceptions(s) not taken to these specifications shall be assumed by the OCFA to be included as specified, regardless of the cost to the offeror to comply.

PROPOSER:	Los Angeles Truck Centers, LLC					
PROPOSED HOOK TRUCK VEHICLE:	M2-106 Freightliner					
SECTION	Exceeds				NO - Does Not Comply	Exceptions/Clarifications/Comments
	1	The design and construction of the apparatus, including all materials and workmanship, shall be of high quality and shall conform to the most recent applicable standards of the following:		У		
	2	Society of Automotive Engineer's Standards and Recommended Practices		У		
	3	Federal Motor Vehicle Safety (FMVSS)		У		
	4	• Environmental Protection Agency (EPA)		У		
	5	Occupational Safety and Health Administration (OSHA) Standards		У		
	6	• California State Standards (DOT Title 13)		у		
Materials and Workmanship	7	The apparatus provided shall be of the most current design and model year that the manufacturer produces (2018 or newer). All materials and components shall be new and of the most current model produced for which replacement parts are readily available. (no exception)		У		
workmanship	8	All component parts shall embody the original manufacturer's label plate and part or model number as applicable.		У		
	9	No manufacturer emblems/badges shall be affixed or stamped into the vehicle cab/body. Factory labels acceptable.		у		
	10	All piping, wiring, and tubing shall be neatly installed, secured where necessary, and protected from heat and mechanical damage. The exhaust must be sufficiently shielded and/or insulated as to not communicate any heat on the body surfaces, which contain medical supplies and substances that are heat sensitive.		У		
	11	All welding shall be neat and have uniform beads. All welding spatter shall be removed.		У		
	12	Any torch cut metal shall have ground-smooth cuts.		У		
	13	All major components including the engine, transmission, radiator, front and rear axles, brakes, steering gear and body shall be independently replaceable without cutting, burning or structural alteration. Welding shall not be employed in a manner that will prevent the ready removal of these component parts for inspection, service, or repair.		у		
Technical Data and Drawings	14	Technical data describing the proposed apparatus and all major components shall be submitted. Major components include: body, cab/chassis, engine, transmission, front and rear axles, wheels and tires, brakes and other specified components.		у		

SECTION			Exceeds	Complies	NO - Does Not Comply	Exceptions/Clarifications/Comments
	15	All offerors shall include the following technical drawings with their proposal:				as availble from oem
	16	Preliminary drawings of proposed OCFA apparatus.				as availble from oem
	17	• Turning radius report for the proposed apparatus.		У		
	18	The successful offeror shall provide the following:				
	19	Detailed drawing(s) of the cab dash, center console and all switch panel's layouts for approval.			n	
	20	Final "as built" drawings of OCFA apparatus by time of delivery that include all electrical, circuits.				Chassis only online
Technical Data and	21	• Final "as built" drawings of OCFA apparatus shall include length, width, height, wheelbase, flat ground clearances and angles of approach and departure. Best drawings as available from MFG		Y		
Drawings (continued)	22	The apparatus shall be weighed and documentation shall be provided to OCFA.		У		
	23	All drawings (for both proposed and "as built" vehicles) shall be provided in full-size (approximately 34" x 22" for readability and clarity) and 8 ½" X 11".			n	
	24	Data required from the manufacturer for each major component shall include the make and model.		У		
	25	The manufacturer shall provide total weight certification (GVW and GAW) which includes rated axle capacities.		У		
	26	Manufacturer shall also provide road performance guarantees including: acceleration, top speed, grade-ability, braking, etc.			n	Estimates only no guarantees
	27	Vehicle turning radius (right and left) and rated axle capacity data shall be provided.		у		
	28	Materials, type of construction and general drawings showing compartment size, seating arrangements, controls and instrument panel layout shall be provided.			n	
	29	The manufacturer shall provide the following:				
	30	Complete California Department of Motor Vehicles registration including all taxes and fees.		у		
DMV Registration	31	Certificate of origin.				NA we will handle e plate registration
	32	Verification of Vehicle Identification Number with California weight certification.				
Preparation for Shipment	33	The vehicle, its accessories, spare parts, and tools, shall be packed in such a manner as to prevent pilferage and ensure safe delivery to the designated point.		у		
Training	34	The manufacturer shall arrange for a factory trained representative to conduct training courses and demonstrate the equipment as follows at the customer's location:				per pre bid
	35	One (1) day shall be provided in the operation, use and basic maintenance for operators.		у		
	36	• One (1) day shall be provided for maintenance, basic trouble shooting and repair for service technicians. No factory trainer required, basic trouble shooting training only.		у		

SECTION			Exceeds	Complies	NO - Does Not Comply	Exceptions/Clarifications/Comments
Training (continued)	37	• Factory representative shall be well versed and familiar with all aspects of the vehicle operations, capabilities and limitations (No exception).		у		
	38	• Manufacturer shall give permission for photo/video recording of any and all training sessions for future reference by the OCFA.		у		
	39	Vehicle shall be painted white PPG#8259 or approved equal.		У		
Paint:	40	Undercarriage and frame to be protected by a corrosion inhibiting finish in black.		у		
Paint:	41	Extendable structures and moving parts should be finished in safety chrome or the manufacturers standard finish color for those components.		у		
	42	All metal surfaces are to be finished or otherwise protected from corrosion.		У		
	43	Detroit DA-F- 10,000# front axle with taper leaf front suspension with road ranger synthetic axle lube. Increase axle rating to minimum 14,600 lb		У		
	44	Meritor 15x5 Q+ front brakes with front brake dust shields and THP power steering. Optional pricing disc brakes		У		
Axles and Brakes	45	Detroit DA- RS 19,000#21,000lb rear axle. 4.88 rear gear ratio. Meritor extended lube main driveline. Meritor 16.5x7 Q+ heavy duty brakes with dust shields synthetic rear axle lube. 21,000# 52 inch variable rate multi-leaf spring rear suspensoion with leaf helper spring.		У		
	46	Driver controlled Traction Differential lock, single rear axle. Blinking lamp with each mode switch unlock with ignition off. Activate<5 mph.		У		
	47	Wabco 4s/4m ABS without traction control. Clear frame rails from back of cab to front rear suspension bracket both rails outboard. Pull cables on all frame rails		У		
	48	Cummins ISB 6.7 260 @2300 rpm. Cummins ISL9 motor 330 HP. Include Wabco, system saver HP Air Dryer		У		
	49	75 mph road speed limit, with Cruise control.		У		
	50	Positive load disconnect with cab mounted control switch mounted outboard driver side.		У		
Engine	51	Cummins exhaust brake integral with variable geometry turbo with on/off dash switch.		У		optional C- Brake 1,600.00
Linging	52	RH outboard under step mounted after treatment system with RH B pillar vertical tailpipe. Standard curve bright upper stack 11'6" height.		У		
	53	Gates power grip shrink band hose clamps where possible.		У		
	54	100 percent diesel exhaust fluid fill. Stainless steel after treatment device muffler tailpipe shield.		У		
	55	750 watt block heater with chrome heater receptacle under LH door. Line item deleted.			n	
Transmission	56	Allison 2500 3,000 RDS automatic transmission with PTO provision.		У		
Transmission (continued)	57	Vehicle interface wiring with body builder connector mounted back of cab. Electronic transmission customer access connector firewall mounted		У		

SECTION			Exceeds	Complies	NO - Does Not Comply	Exceptions/Clarifications/Comments
РТО	58	PTO mode engine rpm limit 1100. Cancel speed at 5mph. Minimum rpm 700. PTO speed shall be spec'd to properly operate hook lift.		У		
	59	194 inch Wheelbase. 9/32- 11/32, 120,000 PSI x 3-7/16x10-11/16 steel frame. With 75 inch frame overhang.		У		
	60	Freightliner M2 106 flat dash configuration Conventional day cab set back axle straight truck provision. CA/CT 126"		У		
	61	Square end of frame with standard weight cross members		У		
	62	Three piece 14 inch chromed steel bumper with collapsible ends. Front tow hooks frame mounted		У		
Chassis	63	Fuel tank short rectangular tank 50 gallons LH. With alliance fuel filter water separator.		У		
	64	Tires: Michelin xZE2 11R.22.5 14 ply front. XDE M/S 11R22.5 14 ply radial rear. Bridgestone equivalent acceptable. Tire size to increase as needed for change in axle rating.		У		
	65	15 ton Pintle hook on 1/2"plate/D rings/7 prong plug		У		
	66	2 Bawer stainless steel toolbox 36"x18"x18" mounted left and right side of chassis.		У		
	67	Wheels: Accuride 41644 Accu-lite 10-Hub pilot 5.72 inset aluminum front wheels. 41644 aluminum outside and 50408 Accu lite steel inside 22.5x8.25 10 hub pilot disc rear wheels. Nylon wheel guards front and rear all interfaces . All aluminum wheels with dura shield polish finish. Wheel size appropriate to tire size as needed.		У		
	68	106 inch flat roof aluminum conventional cab with air cab mounts.		У		
	69	LH and RH exterior grab handles with single rubber insert.		У		
	70	Hood mounted chromed plastic grille with chrome hood mounted air intake grille		У		
	71	Single 14 inch round Hadley air horn under LH deck		У		
Cab	72	Dual electric horns		У		
Cab	73	Door locks and ignition switch keyed the same with 4 keys.		У		
	74	LED aerodynamic marker lights with daytime running lights.		У		
	75	Composite exterior sun visor		У		
	76	63x14 inch tinted rear window, tinted door glass with tinted operating wing windows		у		
	77	RH and LH electric powered windows		У		
(ab (continued)	78	Dual west coast bright finished heated mirrors with LH and RH remotes		У		

SECTION			Exceeds	Complies	NO - Does Not Comply	Exceptions/Clarifications/Comments
cab (continueu)	79	RH down view mirror. RH and LH 8 inch stainless steel fender mounted convex mirrors with tripod brackets		У		
	80	Comply with all California and Federal regulations at time of delivery.		у		
	81	Circuit breakers, and LED for all applicable lights.		у		
	82	Primary connector wired for combination stop turn center pin powered with stop signal prewire package. SAEJ560 7 way primary trailer cable receptacle mounted on end of frame		y		
	83	Interior convenience package. Molded plastic door panel without vinyl insert with aluminum kick plate lower door		у		
	84	Dash mounted ash trays and lighter		у		
	85	Smart switch expansion module				
	86	LH and RH electric door locks.		у		
Interior	87	12V power supply in dash.		у		
	88	Heater defroster and air conditioner.		У		
	89	Solid state circuit protection and fuses with spare fuse kit.		у		
	90	Premium high back air suspension driver seat with 3 chamber air lumbar with adjustable shock absorber. Black mordura cloth seat		У		
	91	2 man tool box mid back non suspension passenger seat. Black mordura cloth seat		У		
	92	Adjustable tilt and telescoping steering column		У		
	93	Preco 1040 self adjusting back up alarm.		у		
	94	All standard gauges shall be included.		У		
	95	Dash mounted PTO switch with indicator lamps		У		
Instruments and controls	96	Overhead instrument panel with smartplex hub module drivers side only with 6 switches		У		
	97	AM/FM radio with CD player-Bluetooth and microphone iPod interface and USB and front Aux inputs. 2 speakers in cab and antenna mounted on LH roof. CD player to be omitted.		У		
	98	Pre-flight all outputs flash with smart switch.		У		
Instruments and	99	4 on/off latching switches and 2 on/off momentary smartplex switches.		у		
controls (continued)	100	Single electric windshield wiper with delay.		y		

SECTION		Exceeds	Complies	NO - Does Not Comply	Exceptions/Clarifications/Comments
	101 Sun Visor both sides		У		
	102 Dome light with switch. Map light with switch		У		
	103 Instrument/Gauge/Switch/Warning Devices (Include, but not limited to:)		У		
	104 • Air/Oil pressure		У		
	105 • Fuel		У		
	106 • Water		У		
Interior Cab	107 • Parking Brake control dash mounted		У		
Equipment	108 • Speedometer – electric MPH		У		
	109 • Voltage gauge		У		
	110 • Fuel w/ warning light		У		
	• High engine oil temp. light		У		
	• Temp Gauges for Transmission Oil, Engine oil		У		
	113 • Engine hour meter		У		
	• Two (2) Air pressure gauges and low air alarm		У		
Hooklift	Palfinger Ampliroll Hook-lift Model # HAD 185 120 36 54 with 18,500# capacity - Model # AL-100L16 with 20,000lb lifting capacity - Intervention 18, 100L16 with 20,000lb lifting capacity - black in color with cab mounted air controls. - 36" and 54" hook height with Dual lift Cylinders (dual articulating). - L shaped arm with 36 inch travel. - Automatic rear container locks. - Inside/outside cable controls. - Direct mount pump/suction and return filters. - Plastic fenders with full width bumper and light/ Back up alarm and body light. - Rear mud flaps (no logos) all lights and reflectors to meet FMIVSS-108. - Stop/turn and tail lights ED.		Y		We are offering two hook lift options on pricing page, both meet the intent of this bid Exceptions to Revised Specification: for Palfinger option 1. In-cab electric controls in lieu of requested Air Control 2. Fixed 54" hook height in lieu of requested 36" and 54" 3. Palfinger T20L Hooklift in lieu of Ampliroll

SECTION			Exceeds	Complies	NO - Does Not Comply	Exceptions/Clarifications/Comments
Flatbed Hookloader	116	 (1) Flatbed 16' hookloader -3/16" Diamond plate bed with 3" C-Channel crossmembers on 12" centers with skid for hookloader at 54' hook height. Last crossmember to be 3" X 3" tubing with half of tube extended beyond end of bed so dovetail can be welded to it. -48" tall 10ga steel headboard framed in 2"X 3" tubing, no window -3/8" X 2.5" flatbar rubrail with square stake pockets on 3' standard centers. -12" dovetail at end of bed for loading equipment (taper ends of skid). End of dovetail to have 2" pipe lip. -1/2" rope hooks on every other crossmember -(8) 5/8" D-rings 6,000 lb rated, 4 per side (total of 8), (1) welded to top of deck equally spaced from each corner with underside of bed reinforced at those points. -Painted black -400 pound lift gated shall be installed on the rear of the bed -steel post, wood sided, 42" tall stake sides to enclose both sides -Full width 48" tall heavy duty ramp with spring assit lower, mounted to rear of flat bed (to allow loading by pallet jack) -six (6) sliding cinches mounted curbside with tightening tool and straps 		y		palfinger ILD44 4400# liftgate on flatbed inleiu of ramp add 6500.00
Heavy Duty Dump	117	 (1) 16' 15yd heavy duty dump 16' long X 3' tall sides A-frame for hookloader at 54" Painted white with swinging rear doors (8) 5/8" D-rings 6,000 lb rated, 4 per side (total of 8), (1) welded to top of deck equally spaced from each corner with underside of bed reinforced at those points. 		у		
	118	Cummins ISB engine warranty 5 years/200,00 miles.		NA		
	119	Cummins ISB engine after treatment warranty 5 years/200,000 miles		NA		
	120	Cummins ISL9 motor 330 HP, include 5 year warranty as separate pricing option.		INC		
	121	Allison 3000 transmission		Std		
Optional Items	122	Hot shift PTO for automatic transmission		INC		
Price each separately if available.	123	Tarp system for Heavy Duty Dump mounted to top front of dump bed		Y		
	124	Drop down legs for front and rear of Flatbed to be used during storage		Y		
	125	Drop down legs for front and rear of Heavy Duty Dump to be used during storage		Y		
	126	Onboard axle scales		Y		
	127	Disc Brakes		Y		

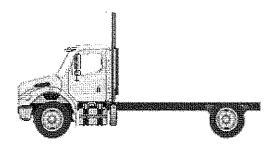
Prepared by: James Blakely LOS ANGELES FTL - WST 2429 PECK ROAD WHITTIER, CA 90601 Phone: 714-357-0024

A proposal for Orange County Fire Authority

Prepared by LOS ANGELES FTL - WST James Blakely

Aug 07, 2018

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

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Prepared by: James Blakely LOS ANGELES FTL - WST 2429 PECK ROAD WHITTIER, CA 90601 Phone: 714-357-0024

SPECIFICATION PROPOSAL

	Data Code	Description	Weight Front	Weight Rear	
Price Le	evel				
	PRL-18M	M2 PRL-18M (EFF:04/17/18)			
Data Ve	rsion				
	DRL-015	SPECPRO21 DATA RELEASE VER 015			
Vehicle	Configurati	on			
	001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503	
	004-220	2020 MODEL YEAR SPECIFIED	·	1	
	002-004	SET BACK AXLE - TRUCK			
	019-002	STRAIGHT TRUCK PROVISION			
	003-001	LH PRIMARY STEERING LOCATION			
General	Service				
	AA1-002	TRUCK CONFIGURATION	*******		
	AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			
	A85-011	CONSTRUCTION SERVICE			
	A84-1CO	CONSTRUCTION BUSINESS SEGMENT			
	AA4-003	DRY BULK COMMODITY			
	AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			
	AB1-008	MAXIMUM 8% EXPECTED GRADE			
	AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			
	995-091	MEDIUM TRUCK WARRANTY			
	A66-99D	EXPECTED FRONT AXLE(S) LOAD: 14600.0 lbs			
	A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs			
	A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35600.0 lbs			
Truck S	ervice				
, a remain concernant de anorma d'esta l'ad	AA3-030	FLATBED/PLATFORM BODY WITH LIFT/PULL DEVICE/CRANE	- a - sandarn tagatgi neşə işi i	a a near an	
Applicatio	n Version 10.1.	002 ®		08/07	/2018 4:11 PM

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Prepared by: James Blakely LOS ANGELES FTL - WST 2429 PECK ROAD WHITTIER, CA 90601 Phone: 714-357-0024

Da	ta Code	Description	Weight Front	Weight Rear	
AF	3-167	PALFLEET/TIFFIN CRANE			
AF	7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
ngine					
10	1-22R	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	640	30	z feziki deren kozzenye szerketek
lectronic	Paramet	ers			
79/	A-075	75 MPH ROAD SPEED LIMIT			
791	B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			
79	K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			
791	M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			
79	P-003	PTO RPM WITH CRUISE SET SWITCH - 800 RPM			
79	Q-007	PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM			
79	S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			
79	U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			
79	W-002	TWO REMOTE PTO SPEEDS			
79)	X-005	PTO SPEED 1 SETTING - 900 RPM			
79	Y-001	PTO SPEED 2 SETTING - 900 RPM			
80	G-002	PTO MINIMUM RPM - 700			
80.	J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			
ngine Eq					
99	C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION			
99	D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			
13	E-001	STANDARD OIL PAN			
10	5-001	ENGINE MOUNTED OIL CHECK AND FILL			
13	3-004	ONE PIECE VALVE COVER			
01-	4-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			
124	4-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			
29	2-098	(2) ALLIANCE MODEL 1231XOE, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES			
29	0-017	BATTERY BOX FRAME MOUNTED			

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Data C	ode Descripti	on	Weight Front	-	
281-00	1 STANDAR	RD BATTERY JUMPERS	· · · · · · · · · · · · · · · · · · ·		
282-00	1 SINGLE E SIDE UNI	BATTERY BOX FRAME MOUNTED L DER CAB	H .		
291-01		OUND RETURN FOR BATTERY CA DITIONAL FRAME GROUND RETUR			
289-00	NON-POL	ISHED BATTERY BOX COVER			
87P-00	1 CAB AUX	ILIARY POWER CABLE	5		
293-05	MOUNTE	E LOAD DISCONNECT WITH CAB D CONTROL SWITCH MOUNTED RD DRIVER SEAT	8		
107-03		S TURBOCHARGED 18.7 CFM AIR SSOR WITH INTERNAL SAFETY VA	LVE		
108-00	2 STANDAI GOVERN	RD MECHANICAL AIR COMPRESSO	R		
131-01	3 AIR COM	PRESSOR DISCHARGE LINE			
152-04		DNIC ENGINE INTEGRAL SHUTDOV TION SYSTEM	VN		
128-14	VARIABL	S EXHAUST BRAKE INTEGRAL WIT E GEOMETRY TURBO WITH ON/OF VITCH, ACTIVATES STOP LAMPS		1	
016-10	HORIZON	SOARD UNDER STEP MOUNTED NTAL AFTERTREATMENT SYSTEM LY WITH RH B-PILLAR MOUNTED NL TAILPIPE	30) 25	
28F-00	AUTOMA AND DAS	AFTERTREATMENT DEVICE, ITIC OVER THE ROAD REGENERAT SH MOUNTED REGENERATION IT SWITCH	TION		
239-03		06 INCH (138 INCH+0/-5.9 INCH) T SYSTEM HEIGHT			
237-10		VED VERTICAL TAILPIPE B-PILLAR ED ROUTED FROM STEP			
23U-0	01 6 GALLO	N DIESEL EXHAUST FLUID TANK			
30 N- 0	03 100 PER	CENT DIESEL EXHAUST FLUID FIL	L		
43X-0		UM DUTY STANDARD DIESEL EXH ANK LOCATION	AUST		
23Y-0	01 STANDA MOUNTI	RD DIESEL EXHAUST FLUID PUMF NG	•		
43Y-0	01 STANDA	RD DIESEL EXHAUST FLUID TANK	CAP		
242-0	• •	ESS STEEL AFTERTREATMENT MUFFLER/TAILPIPE SHIELD			
273-0	18 HORTON FAN DRI	N DRIVEMASTER ADVANTAGE ON/ VE	OFF		
276-0	• • • • • • • • • • • • • • • • • • • •	ATIC FAN CONTROL WITHOUT DAS NON ENGINE MOUNTED	H		

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	Data Code	Description	Weight Front	Weight Rear
	110-003	CUMMINS SPIN ON FUEL FILTER		
	118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
	266-101	900 SQUARE INCH ALUMINUM RADIATOR	-35	
	103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
	171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	172-007	GATES POWERGRIP SHRINK BAND HOSE CLAMPS WHERE POSSIBLE		
	270-016	RADIATOR DRAIN VALVE		
	168-002	LOWER RADIATOR GUARD		
	134-001	ALUMINUM FLYWHEEL HOUSING		
	132-004	ELECTRIC GRID AIR INTAKE WARMER		
	155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transm	ission			
	342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transm	ission Equi	pment		
	343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		nan non in the Construction and the Construction
	84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES		
	84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
		SECONDARY SHIFT SPEED RECOMMENDED BY		

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	Data Code	Description	Weight Front	Weight Rear
	84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
	84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
	84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
	353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
	34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
	362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
	363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
	341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
	97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
	346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Fron	t Axle and Equ	iipment		
2561121117171717	400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		9 20 29 20 20 20 20 20 49 49 49 49 49 49 49 49 49 49 49 49 49
	402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	403-002	NON-ASBESTOS FRONT BRAKE LINING		

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419-023 CONMET CAST IRON FRONT BRAKE DRUMS

427-001 FRONT BRAKE DUST SHIELDS

409-006 FRONT OIL SEALS

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Data Code	Description	Weight Front	Weight Rear
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40 T -004	ROADRANGER SYNTHETIC FE 75W-90 FRONT AXLE LUBE		
Front Suspension	\mathbf{r}		
620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	Li zlang Zingda i pangagi Piter i pi pinin na nanangki kuja di Ujina natuli Militani (Kanana) kana di Kanana (
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Eq	uipment		
420-1C8	DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE		alla spolodi (pari) alas Artikisi kikina andolodi an
421-478	4.78 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-076	MXL 17N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES		
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		



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Data Code	Description	Weight Front	Weight Rear	
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE			
Rear Suspension				
622-1MG	21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER	127.1x 63 64 m49 49 49 44 40 140 49 374 527 22 52 22 22 22	100	000.3 UNEXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
621-001	SPRING SUSPENSION - NO AXLE SPACERS			
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		1, 2017 112, gai, 1, 2019 ar 1, 111 1000 a 4, 2019 agusta a a suite a s	
Brake System				
018-002	AIR BRAKE PACKAGE			a antenna e a antenna da antenna da
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			
904-001	FIBER BRAID PARKING BRAKE HOSE			
412-001	STANDARD BRAKE SYSTEM VALVES			
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			
413-002	STD U.S. FRONT BRAKE VALVE			
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			
479-015	AIR DRYER FRAME MOUNTED			
460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION			
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)			
Trailer Connections				
1999-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE	ing in the second s	n an	
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5	
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			
32 A- 002	UPGRADED BULKHEAD MULTIPLEXING UNIT	n y ha		
Wheelbase & Frame				
545-492	4925MM (194 INCH) WHEELBASE			a a na she na

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E	Data Code	Description	Weight Front	Weight Rear	
5	46-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	100	90	
5	52-014	1900MM (75 INCH) REAR FRAME OVERHANG			
5	5W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	90	
Ą	\C8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 128.45 in			
م	E8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 125.45 in			
ρ	E4-99D	CALC'D FRAME LENGTH - OVERALL : 298.09			
Α	\M6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 128.45 in			
F	SS-0LH	CALCULATED FRAME SPACE LH SIDE : 108.69 in			
F	SS-0RH	CALCULATED FRAME SPACE RH SIDE : 108.66 in			
5	53-001	SQUARE END OF FRAME			
5	50-001	FRONT CLOSING CROSSMEMBER			
5	59-001	STANDARD WEIGHT ENGINE CROSSMEMBER			
5	61-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			
5	62-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			
5	572-001	STANDARD REARMOST CROSSMEMBER			
5	65-001	STANDARD SUSPENSION CROSSMEMBER			
Chassis	Equipment				
5	556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	n ole Richard and and a service of the service of t	
5	574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			
5	586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			
5	551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			
Fuel Tan	ks				
2	204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	anaar ah garaan da daaraa da d	
2	218-005	RECTANGULAR FUEL TANK(S)			
2	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			
2	212-007	FUEL TANK(S) FORWARD			
F	64-001	PLAIN STEP FINISH			

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Ľ	Data Code	Description	Weight Front	Weight Rear
2	205-001	FUEL TANK CAP(S)		
1	22-1H3	DETROIT FUELWATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
2	16-020	EQUIFLO INBOARD FUEL SYSTEM		
1	1F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
2	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires				
C)93-2DV	CONTINENTAL HSC1 12R22.5 16 PLY RADIAL FRONT TIRES	50	ar de sur el a la santa de ser de la ser de la ser de la ser de ser d
C)94-2F6	CONTINENTAL HDR2 11R22.5 14 PLY RADIAL REAR TIRES		92
Hubs				
2 2	18-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		19.429 - 19.1999 - 19.0999 - 19.297 - 19.297 - 19.297 - 19.297 - 19.297 - 19.297 - 19.297 - 19.297 - 19.297 - 1 19.429 - 19.497 - 19.297 - 19.297 - 19.297 - 19.297 - 19.297 - 19.297 - 19.297 - 19.297 - 19.297 - 19.297 - 19.2
2	150-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels				
50505959595959595959595 5	502-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS	-50	a loga inde a construction of the number of some of som
ŧ	505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-100
ŧ	524-020	UNPOLISHED FRONT WHEELS WITH DURA- BRIGHT FINISH		
Ę	525-023	POLISHED OUTER (DISHED SIDE) REAR WHEELS WITH OUTER ONLY DURA-BRIGHT FINISH		
4	196-011	FRONT WHEEL MOUNTING NUTS		
2	197-011	REAR WHEEL MOUNTING NUTS		
2	198-1AB	INNER WHEEL EXTENSIONS, OUTBOARD AIRING, ALUMINUM OUTER WHEELS WITH RUBBER STABILIZERS		
Cab Exte	rior			
1.1119-00-00-00-00-00-00-00-00-00-00-00-00-00	329-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB	n na	smaars energismaan pistan muutostii hikkistiittiittiittiittiittiittiittiittii
e	650-008	AIR CAB MOUNTING		
(678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
6	546-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
(65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		

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Data Code	Description	Weight Front	Weight Rear
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74 A-0 01	RH DOWN VIEW MIRROR		
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4	
729-001	STANDARD SIDE/REAR REFLECTORS		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED	11772-11774 - 1177-11774 - 1177-11774 - 1177-11774 - 1177-11774 - 11774 - 11774 - 11774 - 11774 - 11774 - 11774	
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE		

LOWER DOOR

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Data	a Code	Description	Weigh Fron		Weight Rear	
708-	026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR				
772-	006	BLACK MATS WITH SINGLE INSULATION				
785-	001	DASH MOUNTED ASH TRAYS AND LIGHTER				
694-	010	IN DASH STORAGE BIN				
742-	007	(2) CUP HOLDERS LH AND RH DASH				
680-	006	GRAY/CHARCOAL FLAT DASH				
860-	004	SMART SWITCH EXPANSION MODULE				
700-	002	HEATER, DEFROSTER AND AIR CONDITIONER				
701-	001	STANDARD HVAC DUCTING				
703-	005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH				
170-4	015	STANDARD HEATER PLUMBING				
130-	033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR				
702-	002	BINARY CONTROL, R-134A				
739-4	033	STANDARD INSULATION				
285-	027	SOLID-STATE CIRCUIT PROTECTION AND FUSES WITH SPARE FUSE KIT				
280-	007	12V NEGATIVE GROUND ELECTRICAL SYSTEM				
324-4	011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF				
655-4	005	LH AND RH ELECTRIC DOOR LOCKS				
284-	023	(1) 12 VOLT POWER SUPPLY IN DASH				
756-	1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	70	D		
760-;	235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	0		
711-0	004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS				
758-0	014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER				
761-	014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER				
763-	101	BLACK SEAT BELTS				
532-	002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	D		
540-0	015	4-SPOKE 18 INCH (450MM) STEERING WHEEL				
765-	002	DRIVER AND PASSENGER INTERIOR SUN VISORS				

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Data Code	Description	Weight Front	Weight Rear				
Instruments & Controls							
732-004	GRAY DRIVER INSTRUMENT PANEL	er ner mil de se si de la se de la constant de la se					
734-004	GRAY CENTER INSTRUMENT PANEL						
870-001	BLACK GAUGE BEZELS						
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM						
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES						
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS						
721-003	PRECO 1040 87 DB TO 112 DB AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3				
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL						
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY						
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED						
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH						
844-001	2 INCH ELECTRIC FUEL GAUGE						
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE						
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE						
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE						
830-006	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY AND HOBBS PTO OPERATION HOUR METER	2					
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	5					
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE						
679-001	OVERHEAD INSTRUMENT PANEL						
35M-001	SMARTPLEX HUB MODULE WITH OVERHEAD SWITCH MOUNTING, DRIVER SIDE ONLY (6 SWITCH SLOTS)	44					
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10					
747-001	DASH MOUNTED RADIO						
750-002	(2) RADIO SPEAKERS IN CAB						

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	Data Code	Description	Weight Front	Weight Rear
	753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
	74D-002	RADIO WIRING WITH POWER CUTOFF WHEN VEHICLE IN REVERSE GEAR		
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	817-001	STANDARD VEHICLE SPEED SENSOR		
	812-001	ELECTRONIC 3000 RPM TACHOMETER		
	162-011	IDLE LIMITER, ELECTRONIC ENGINE		
	81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
	44R-004	4 ON/OFF LATCHING SMARTPLEX SWITCHES		
	44S-002	2 ON/OFF MOMENTARY SMARTPLEX SWITCHES		
	836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
	882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
	299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
	298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design				
	065-000	PAINT: ONE SOLID COLOR		
Color				
	980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS		
	976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
	963-003	STANDARD E COAT/UNDERCOATING		
Certific	ation / Com			
	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Sales I	Programs	NO SALES PROGRAMS HAVE BEEN SELECTED		

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TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight	Weight	Total
	Front	Rear	Weight
Factory Weight ⁺	7155 lbs	3918 lbs	11073 lbs
Total Weight ⁺	7155 lbs	3918 lbs	11073 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

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SPECIFICATION PROPOSAL

Data C	ode	Description	Weight Front	Weight Rear	
Price Level					
PRL-18	3M	M2 PRL-18M (EFF:04/17/18)	acter and an		
Data Version					
DRL-01	15	SPECPRO21 DATA RELEASE VER 015			
Vehicle Confi	guratio				
001-17	Runningik	M2 106 CONVENTIONAL CHASSIS	5,759	3,503	
004-22	0	2020 MODEL YEAR SPECIFIED	0,100	0,000	
002-00	4	SET BACK AXLE - TRUCK			
019-00	2	STRAIGHT TRUCK PROVISION			
003-00	1	LH PRIMARY STEERING LOCATION			
General Servi	ce				
AA1-00)2	TRUCK CONFIGURATION			
AA6-00	91	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			
A85-01	1	CONSTRUCTION SERVICE			
A84-1C	:0	CONSTRUCTION BUSINESS SEGMENT			
AA4-00	13	DRY BULK COMMODITY			
AA5-00	2	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			
AB1-00	8	MAXIMUM 8% EXPECTED GRADE			
AB5-00	1	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			
995-091	1	MEDIUM TRUCK WARRANTY			
A66-99	D	EXPECTED FRONT AXLE(S) LOAD : 14600.0 lbs			
A68-99	D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs			
A63-99	D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35600.0 lbs			
Truck Service					
AA3-03	0	FLATBED/PLATFORM BODY WITH LIFT/PULL DEVICE/CRANE	una na kana kana kana kana kana kana kan	anna siistanya na siista si	IIRAITAINAA HUMPANI

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	Data Code	Description	Weight Front	Weight Rear	
· · ·	AF3-167	PALFLEET/TIFFIN CRANE			
	AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
naine					
	101-22R	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	640	30	96999999999999999999999999999999999999
lectro	nic Paramet	ers			
3316606234	79A-075	75 MPH ROAD SPEED LIMIT		on an	
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			
	79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			
	79 M -001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			
	79P-003	PTO RPM WITH CRUISE SET SWITCH - 800 RPM			
	79Q-007	PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM			
	798-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			
	79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			
	79W-002	TWO REMOTE PTO SPEEDS			
	79X-005	PTO SPEED 1 SETTING - 900 RPM			
	79Y-001	PTO SPEED 2 SETTING - 900 RPM			
	80G-002	PTO MINIMUM RPM - 700			
	80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		er må genegener metgled gjært hæned tak et dit at tagt tid døjende oppgannige	
ingine	Equipment				
	99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION			
	99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			
	13E-001	STANDARD OIL PAN			
	105-001	ENGINE MOUNTED OIL CHECK AND FILL			
	133-004	ONE PIECE VALVE COVER			
	014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			
	124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			
	292-098	(2) ALLIANCE MODEL 1231XOE, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES			
	290-017	BATTERY BOX FRAME MOUNTED			

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Data Code	Description	Weight Front	Weight Rear	
281-001	STANDARD BATTERY JUMPERS			
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			
289-001	NON-POLISHED BATTERY BOX COVER			
87P-001	CAB AUXILIARY POWER CABLE	5		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			
131-013	AIR COMPRESSOR DISCHARGE LINE			
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			
128-1AR	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH, ACTIVATES STOP LAMPS	20		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD			
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE			
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			

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Data Code	Description	Weight Front	Weight Rear
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-101	900 SQUARE INCH ALUMINUM RADIATOR	~35	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-007	GATES POWERGRIP SHRINK BAND HOSE CLAMPS WHERE POSSIBLE		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equ	ipment		
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE		
	AND VOCATIONAL USAGE		

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D	ata Code	Description	Weight Front	Weight Rear
84		ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84		ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84	4L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84	4 N -000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84	4U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
38	53-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
34	4C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
36	62-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
30	63-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
34	41-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
3.	45-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
. 9	7G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
3	70-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
3.	46-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
3	5T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axl	e and Equip	ment		
4	00-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		هيون ۽ سري وليلي ڪري ڪري ڪري ڪري ڪري ڪري ڪري ڪري ڪري ڪر
4	02-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
4	03-002	NON-ASBESTOS FRONT BRAKE LINING		

419-023 CONMET CAST IRON FRONT BRAKE DRUMS

427-001 FRONT BRAKE DUST SHIELDS

409-006 FRONT OIL SEALS

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Prepared by: James Blakely LOS ANGELES FTL - WST 2429 PECK ROAD WHITTIER, CA 90601 Phone: 714-357-0024

Data	a Code	Description	Weight Front	Weight Rear
408-	-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416	-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405	-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536	-012	TRW TAS-85 POWER STEERING	40	
539-	-003	POWER STEERING PUMP		
534-	-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-	-004	ROADRANGER SYNTHETIC FE 75W-90 FRONT AXLE LUBE		
Front Susp	ension			
620-	-010	14,600# TAPERLEAF FRONT SUSPENSION	170	a de la Aurès des sites vertes de la Constant de la Constant de la Constant de la Constant de la Constant de la La de la Constant de la Constant de la Constant de la Constant de la Constant de la Constant de la Constant de l
619-	-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-	-001	FRONT SHOCK ABSORBERS		
Rear Axle a	nd Equip	ment		
420-	-1C8	DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE		a an tar in a para tar in a single sub single sub sub sub sub sub sub sub sub sub sub
421-	-478	4.78 REAR AXLE RATIO		
424-	-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-	-076	MXL 17N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES		
452-	-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-	-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B	-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-	-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-	-002	NON-ASBESTOS REAR BRAKE LINING		
434-	-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-	-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-	-006	REAR OIL SEALS		
426-	-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-	-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		



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Da	ata Code	Description	Weight Front	Weight Rear
41	IT-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Susp	pension			
. 62	2-1MG	21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER	unitation and a reaction of the Party	100
62	21-001	SPRING SUSPENSION - NO AXLE SPACERS		
43	31-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake Sys	item			
01	8-002	AIR BRAKE PACKAGE		
49	90-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
87	1-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
90)4-001	FIBER BRAID PARKING BRAKE HOSE		
41	2-001	STANDARD BRAKE SYSTEM VALVES		
46	5D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
41	3-002	STD U.S. FRONT BRAKE VALVE		
43	32-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
48	80-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
47	'9-015	AIR DRYER FRAME MOUNTED		
46	60-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION		
60)7-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
47	7-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Co	nnections			
29	96-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE	*****	an sanahar tang sa sa sa sa sa sa sa sa sa sa sa sa sa
29	97-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5
33	35-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32	2A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbas	e & Frame			
54	15-492	4925MM (194 INCH) WHEELBASE	n madi (Ali Mili Mili Mili Mili Mili Mili Mili	

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	Data Code	Description	Weight Front	Weight Rear	
	546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	100	90	
	552-014	1900MM (75 INCH) REAR FRAME OVERHANG			
	55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	90	
	AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 128.45 in			
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 125.45 in			
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 298.09			
	AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 128.45 in			
	FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 108.69 in			
	FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 108.66 in			
	553-001	SQUARE END OF FRAME			
	550-001	FRONT CLOSING CROSSMEMBER			
	559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			
	561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			
	562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			
	572-001	STANDARD REARMOST CROSSMEMBER			
	565-001	STANDARD SUSPENSION CROSSMEMBER			
Chass	is Equipmen				
	556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	n die 19 gene uite wie en de de de de de de de de de de de de de	
	574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			
	586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			
	551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			
Fuel T	anƙs				
131311210203090	204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	n te de la complete d	
	218-005	RECTANGULAR FUEL TANK(S)			
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			
	212-007	FUEL TANK(S) FORWARD			

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FREIGHTLINER

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Prepared by: James Blakely LOS ANGELES FTL - WST 2429 PECK ROAD WHITTIER, CA 90601 Phone: 714-357-0024

	Data Code	Description	Weight Front	Weight Rear
	205-001	FUEL TANK CAP(S)		
	122-1H3	DETROIT FUELWATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
	216-020	EQUIFLO INBOARD FUEL SYSTEM		
	11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE	an an an an an an an an an an an an an a	na 19 ang mga nga nga nga nga ngang nga nga nga nga
Tires				
	093-2DV	CONTINENTAL HSC1 12R22.5 16 PLY RADIAL FRONT TIRES	50	a a da a da anti a manta da trada una da antiza dentra meneral entre entre entre entre en en en en en en en en
	094-2F6	CONTINENTAL HDR2 11R22.5 14 PLY RADIAL REAR TIRES		92
Hubs				
	418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		dili bil 2012 ha stino onstrund tural 3 Mili Alfa Alfa a da a
	450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels				
14,1993,2203	502-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS	-50	ang possion ng mula bannos digi ka Dimini di Sang
	505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-100
	524-020	UNPOLISHED FRONT WHEELS WITH DURA- BRIGHT FINISH		
	525-023	POLISHED OUTER (DISHED SIDE) REAR WHEELS WITH OUTER ONLY DURA-BRIGHT FINISH		
	496-011	FRONT WHEEL MOUNTING NUTS		
	497-011	REAR WHEEL MOUNTING NUTS		
	498-1AB	INNER WHEEL EXTENSIONS, OUTBOARD AIRING, ALUMINUM OUTER WHEELS WITH RUBBER STABILIZERS		
Cab Ex	terior			
	829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		a da la propositiva de la constante de la constante de la fonda de la constante de la constante de la constante
	650-008	AIR CAB MOUNTING		
	678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
	646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
		CHROME HOOD MOUNTED AIR INTAKE GRILLE		

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	Data Code	Description	Weight Front	Weight Rear
•••••••••••••••••••••••••••••••••••••••	644-004	FIBERGLASS HOOD		
	727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
	726-002	DUAL ELECTRIC HORNS		
	728-001	SINGLE HORN SHIELD		
	657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS		
	575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
	312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
	302-047	LED AERODYNAMIC MARKER LIGHTS		
	311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
	294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
	300-015	STANDARD FRONT TURN SIGNAL LAMPS		
	744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
	797-001	DOOR MOUNTED MIRRORS		
	796-001	102 INCH EQUIPMENT WIDTH		
	743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
	74A-001	RH DOWN VIEW MIRROR		
	74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4	
	729-001	STANDARD SIDE/REAR REFLECTORS		
	764-010	COMPOSITE EXTERIOR SUN VISOR	10	
	768-043	63X14 INCH TINTED REAR WINDOW		
	661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
	654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
	663-013	TINTED WINDSHIELD		
	659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Ir	iterior			
	707-1AK	OPAL GRAY VINYL INTERIOR		

707-1AK	OPAL GRAY VINYL INTERIOR
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR



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Data Code	Description	Weight Front	Weight Rear
 708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-027	SOLID-STATE CIRCUIT PROTECTION AND FUSES WITH SPARE FUSE KIT		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	70	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-0 1 4	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Application Version 10.1.002 Data Version PRL-18M.015 ocfa hook L9 3000RDS

FREIGHTLINER

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Data Code	Description	Weight Front	Weight Rear	
Instruments & Contr	ols			
732-004	GRAY DRIVER INSTRUMENT PANEL			
734-004	GRAY CENTER INSTRUMENT PANEL			
870-001	BLACK GAUGE BEZELS			
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			
721-003	PRECO 1040 87 DB TO 112 DB AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3	
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			
844-001	2 INCH ELECTRIC FUEL GAUGE			
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			
830-006	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY AND HOBBS PTO OPERATION HOUR METER	2		
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	5		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			
679-001	OVERHEAD INSTRUMENT PANEL			
35M-001	SMARTPLEX HUB MODULE WITH OVERHEAD SWITCH MOUNTING, DRIVER SIDE ONLY (6 SWITCH SLOTS)	44		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10		
747-001	DASH MOUNTED RADIO			
750-002	(2) RADIO SPEAKERS IN CAB			

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	Data Code	Description	Weight Front	Weight Rear
	753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
	74D-002	RADIO WIRING WITH POWER CUTOFF WHEN VEHICLE IN REVERSE GEAR		
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	817-001	STANDARD VEHICLE SPEED SENSOR		
	812-001	ELECTRONIC 3000 RPM TACHOMETER		
	162-011	IDLE LIMITER, ELECTRONIC ENGINE		
	81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
	44R-004	4 ON/OFF LATCHING SMARTPLEX SWITCHES		
	44S-002	2 ON/OFF MOMENTARY SMARTPLEX SWITCHES		
	836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
	882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
	299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
	298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design				
	065-000	PAINT: ONE SOLID COLOR		
Color				
	980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
	963-003	STANDARD E COAT/UNDERCOATING		
Certific	ation / Com	pliance		
	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Sales P	rograms			
		NO SALES PROGRAMS HAVE BEEN SELECTED	******	an ar an an an an an an an an an an an an an

Application Version 10.1.002 Data Version PRL-18M.015 ocfa hook L9 3000RDS



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TOTAL VEHICLE SUMMARY

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Weight Summary			
	Weight	Weight	Total
	Front	Rear	Weight
Factory Weight ⁺	7155 lbs	3918 lbs	11073 lbs
Total Weight ⁺	7155 lbs	3918 lbs	11073 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

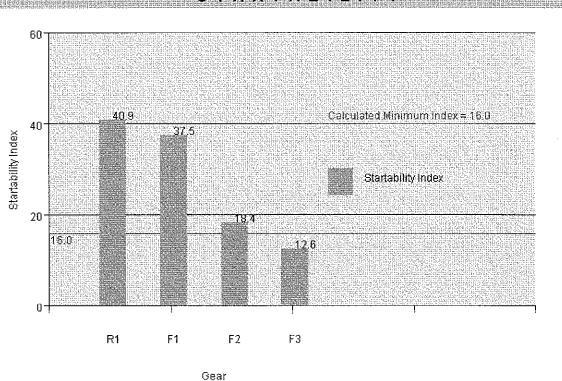
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STARTABILITY

VEHICLE SPECIFICATIONS SUMMARY - STARTABILITY

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	
Expected GCW (lbs)	

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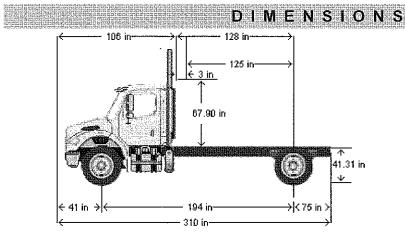
Engine (101)	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM
Torque at Clutch Engagement (lbs-	-ft)
Transmission (342)	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: Forward 1	
Gear Ratio: Forward 2	
Gear Ratio: Forward 3	
Gear Ratio: Reverse 1	
Gear Ratio: Reverse 2	N/A
Gear Ratio: Reverse 3	N/A
Auxiliary Transmission (352)	NO AUXILIARY TRANSMISSION
Low Gear Ratio	NA
High Gear Ratio	N/A
Transfer Case (373)	
Low Gear Ratio	N/A
High Gear Ratio	N/A
Rear Axle (420)	
Number of Speeds	
Rear Tires (094)	CONTINENTAL HDR2 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile	
Vehicle Service (A85)	CONSTRUCTION SERVICE
Terrain (AA5)	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
Startability Factor	0
Most Severe Grade Expected (AB1)	MAXIMUM 8% EXPECTED GRADE
Startability Factor	8
Road Surface (AB5). SMOOTH CONC SURFACE	RETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD
Startability Factor	0
Suggested Torque Converter Stall Rat	io1.77

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	
Wheelbase (545)	
Fifth Wheel (578)	NO FIFTH WHEEL
	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) RH OUTBOARD UNDER STEP N WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	IOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY

TABLE SUMMARY - DIMENSIONS

FREIGHTLINE

Prepared by: James Blakely LOS ANGELES FTL - WST 2429 PECK ROAD WHITTIER, CA 90601 Phone: 714-357-0024

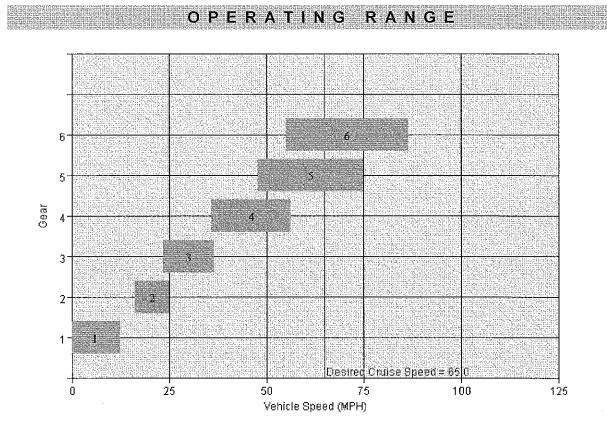
Dimensions	insipes
Bumper to Back of Cab (BBC) and a state of the second	103.3
Bumper to Centerline of Front Axie (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Ayle(s) (CA)	123.4
Effective Back of Cab to Centerline cf Rea: Axle(3) (Effective CA)	125.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	9.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	203.4
Cab Height (CH)	67.9
Wheelbase (WR)	194 Q
Frame Overnang (OH)	75.0
Overall Length (OAL)	309.7
Rear Axle Spacing	0.0
Unladen Frame Height at Certerine of Rear Axia	41.3

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Application Version 10.1.002 Data Version PRL-18M.015 ocfa hook L9 3000RDS



Prepared by: James Blakely LOS ANGELES FTL - WST 2429 PECK ROAD WHITTIER, CA 90601 Phone: 714-357-0024



VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE

Model	
Cab Size (829)	
Desired Cruise Speed (mph)	
	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM
RPM at Peak Torque	
Governed RPM	
Transmission (342)	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL	N/A

Application Version 10.1.002 Data Version PRL-18M.015 ocfa hook L9 3000RDS



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Prepared by: James Blakely LOS ANGELES FTL - WST 2429 PECK ROAD WHITTIER, CA 90601 Phone: 714-357-0024

Gear Ratio' I	N/A
Gear Ratio: 1	
Gear Ratio: 2	
Gear Ratio: 3	
Gear Ratio: 4	
Gear Ratio: 5	
Gear Ratio: 6	
Coor Potio: 7	N/A
Coor Patie: 9	N/A
Gear Patio: 9	N/A
Gear Ratio: 9	N/A
Gear Ratio. 10	N/A
Gear Rallo, 11	N/A
Gear Ratio: 12	N/A
Gear Rano: 13	N/A
Gear Ratio: 14	
Gear Ratio: 15	N/A
Gear Ratio: 16	N/A
Gear Ratio: 17	N/A
Gear Ratio: 18	
Auxiliary Transmission (352)	NO AUXILIARY TRANSMISSION
Low Gear Ratio	
High Gear Ratio	N/A
Transfer Case (373)	NO TRANSFER CASE
Low Gear Ratio	
High Gear Ratio	
Rear Axle (420)	DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE
Number of Speeds	
Rear Axle Gear Ratio(s)	4.78 REAR AXLE RATIO
Rear Tires (094)	
Revolutions per Mile	

TABLE SUMMARY - OPERATING RANGE

Transmission Gear	Transmission Gear Ratio	Rear Axie Ratio	Overall Gear Ratio	Mmmum Speer : (MPF)	Maximum Speed (MPH)
1	4 59	478	21 94	0	17.3
2	2.25	4.78	10.76	15.9	25.0
3	1.54	4.78	7.36	23.2	35.5
4	1.00	4.78	4.78	35.8	53.2
5	0.75	4.78	3.58	47.7	75.0
Ē	0.65	4.78	3.11	55.1	83.5

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Application Version 10.1.002 Data Version PRL-18M.015 ocfa hook L9 3000RDS

FREIGHTLINER

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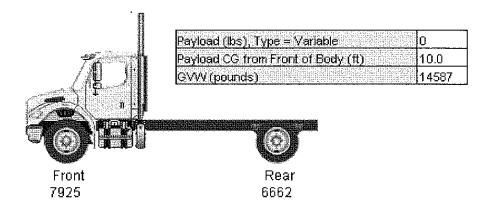


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TRUCK WEIGHT



VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model	
Cab Size (829)	
Expected Front Axle(s) Load (lbs)	
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (ibs)	
Expected GCW (lbs)	0.0
Wheelbase (545)	
Pusher / Tag Axle (443)	
Front Axle to Back of Cab (in)	
Cab to Body Clearance (in)	
Front Axle to Body (in)	
Truck Configuration (AA3)	
Body Length (ft)	
Body Weight (lbs)	
Body Horiz CG from Body Front (ft)	
Body Front to Rear Axle(s) CL (ft)	
Driver Horizontal CG from Front Axle (in)	
Left-Hand Fuel Tank (204) 50 GAL	LON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
Left Fuel Tank Horizontal CG (in)	



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Right-Hand Fuel Tank (206)NO RH I	UEL TANK
Right Fuel Tank Horizontal CG (in)	0

TABLE SUMMARY - TRUCK WEIGHT

Ren entre la	Front(s)	Constant Constant State	
provide the second design of the second second design of the second second second second second second second s			and the subscript of the state of the subscript of the state of the state of the
Chassis Tate	7155	3918	11073
Fuel/OII	316	98	414
Driver	381	119	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	73	2527	2600
Truck Tare Weight	7925	6662	14587
Payload Total	0	0	0
Calculated Axle Loads	7925	6662	14587
Expedied Axle Loads / GVW	14600	21000	35600
GAWR / GWWR	14600	21000	35600
Payload OC From Front of Body		10 feet	
Pa/load CG From Front Axle		15.7 feet	
Payload Distribution		Variable	
	All weights displayed in sounds		



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ilt:m	Framil(5)	Projection Projection	
Chassis Tare	7155	3918	11(73
Fuel /Oil	316	98	414
Driver	381	119	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	73	2527	2600
Truck Tare Weight	7925	6662	14587
Payload Total	0	0	0
Calculated Axle Loads	7925	6662	14587
Expedied Axle Loads / GVW	14600	21000	35600
GAWR / GVWR	14600	21000	35600
Payload CC From Front of Body	**************************************	10 feet	
Payload CG From Front Axle		15.7 feet	
Payload Distribution		Variable	
	All weights displayed in sounds		

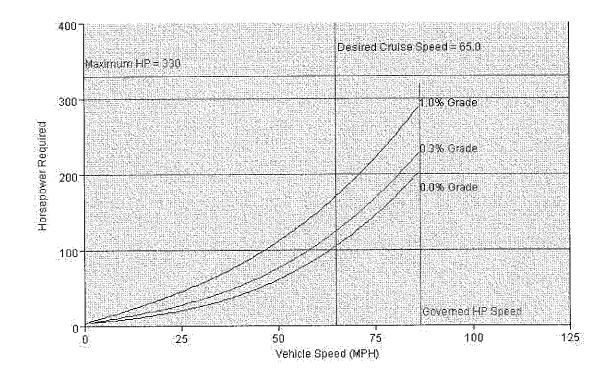
Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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SPEEDABILITY



VEHICLE SPECIFICATIONS SUMMARY - SPEEDABILITY

Model	
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	
Expected Tag Axle(s) Load (ibs)	0.0
Expected GVW (lbs)	



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Expected GCW (lbs)	0.0
Engine (101)	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM
Governed RPM	
HP at Governed RPM	
RPM at Max HP	
Max HP	
HP at Governed RPM (High Torque)	
RPM at Max HP (High Torque)	
Max HP (High Torque)	
	NO
	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Rear Axle (420)	DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE
	1
Rear Tires (094)	
Revolutions per Mile	
Trailer Width (in)	0.0
Trailer Height (ground to top) (ft)	
Body Width (in)	
Road Surface (AB5). SMOOTH CONCRETE OF SURFACE	R ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD
Auxiliary Transmission (352)	
High Gear Ratio	N/A
Low Gear Ratio	N/A
Transfer Case (373)	NO TRANSFER CASE
High Gear Ratio	N/A
Low Gear Ratio	N/A

TABLE SUMMARY - SPEEDABILITY

Top Coar Speedability	At Max Power Speed	At Depired Crupe Speed
Top Gea Vehicle Speed (mph)	78.7	
Engine RPM	2000	1653
Gross Power Available (HP)	330	N/A
Power (HP) Required for		
Level Road	164	106
0.3% Grade	187	126
10% Grade	243	172
	*Blue background represents value input by user	

FREIGHTLINER

Prepared by: James Blakely LOS ANGELES FTL - WST 2429 PECK ROAD WHITTIER, CA 90601 Phone: 714-357-0024

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Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

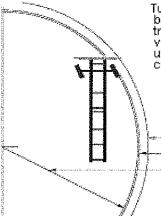


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TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	55.9	+/- 3.0
-Curb to Curb Diameter (ft)	54.3	+/- 3.0
Turning Radius (ft)	26.7	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model	
Cab Size (829)	
Wheelbase (545)	
Front Tires (093)	CONTINENTAL HSC1 12R22.5 16 PLY RADIAL FRONT TIRES
Width (in)	
	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in)	
Bumper (556)	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
Width (in)	
Bumper Miter to Front Axle (in)	
Primary Steering Location (003)	LH PRIMARY STEERING LOCATION
Steering Gear (536)	
Dual Steering Gear	NONE NONE
Ram	
Axle Spacing (624)	NO AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Application Version 10.1.002 Data Version PRL-18M.015 ocfa hook L9 3000RDS

FREIGHTLINER

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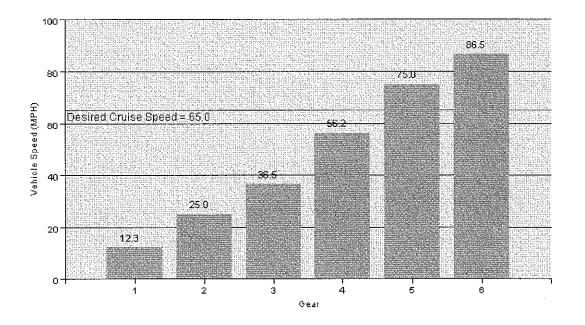
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O P E R A T I N G S P E E D



Rear Axle Ratio = 4,78

Engine RPM = 2200

VEHICLE SPECIFICATIONS SUMMARY - OPERATING SPEED

Cab Size (829)	
Engine RPM	
Desired Cruise Speed (mph)	
	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM
Governed RPM	
Transmission (342)	



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Rear Axle (420)	DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE
Number of Speeds	
Rear Axle Gear Ratio(s)	
Rear Tires (094)	CONTINENTAL HDR2 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile	
Auxiliary Transmission (352)	NO AUXILIARY TRANSMISSION
High Gear Ratio	N/A
	N/A
Transfer Case (373)	NO TRANSFER CASE
	N/A
Low Gear Ratio	N/A

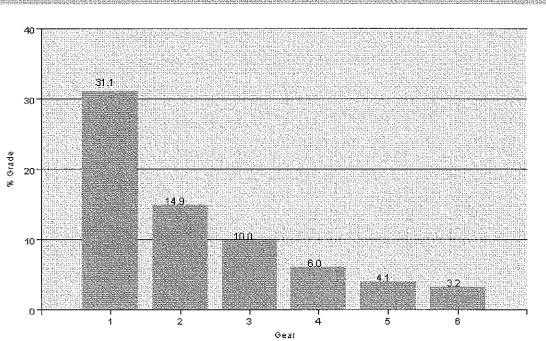
TABLE SUMMARY - OPERATING SPEED

Tronamia atoa Coor	Tresonizator Coar Ratio	Overall Cear Date	Vehicle Special (BPE)
and the second se	A set of a set of the set of t		
1	4.59	21.94	12.3
2	2.25	10.76	25.0
3	154	7.36	36.5
4	1.00	4.78	
5	0.75	3,58	75.0
6	0.65	3.11	85.5
Desired Cruise Speed (mph)			65.0
Engine RPN			2200
Rear Axle Ratio			4.78
	*Blue beckground represents	value input by use :	

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

FREIGHTLINER

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GRADEABILITY

Desired Gradeability at Peak Torque = 0.5

VEHICLE SPECIFICATIONS SUMMARY - GRADEABILITY

Model	
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Gradeability at Peak Torque (%)	0.5
Desired Gradeability at Cruise Speed(%)	0.3
Desired Cruise Speed (mph)	
Expected Front Axle(s) Load (lbs)	
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	



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Expected Tag Axle(s) Load (lbs)	0.0
	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM
	NO
Transmission (342)	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Rear Axle (420)	
Rear Axle Gear Ratio(s)	
Rear Tires (094)	
Trailer Width (in)	
Trailer Height (ground to top) (ft)	
Body Width (in)	
Roof Mounted Aero Device (784)	
Road Surface (AB5). SMOOTH CONCRETE OR A SURFACE	ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD
Auxiliary Transmission (352)	NO AUXILIARY TRANSMISSION
High Gear Ratio	N/A
	N/A
	NO TRANSFER CASE
	N/A
	N/A
Trailer Configuration (AA2)	NO TRAILER SPECIFIED

TABLE SUMMARY - GRADEABILITY

Application Version 10.1.002 Data Version PRL-18M.015 ocfa hook L9 3000RDS



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Transmission Gear	Transition store Gener Rater	Guenali Gear Ratio	Vehicle Speed	HP Astaffalder Ru Grade	
	and the second second second	04.04		230.2	31.1
3	4.59	21.94			
2	2.25	10.76	15.9	225.5	14.9
3	1.54	7.36	23.2	219.8	13.0
4	1.00	4.78	35.8	205.5	5.0
5	0.75	3.58	47.7	184.8	4.1
6	0.65	3.11	55.1	167.9	3.2
Desired Gradeability at Peak Torque			05		
		4.78			
Gross HP Available at Peak Torque		266			
RPM at Feak Torque			1400		
*Blue background represents value input by user.					

Transmission Coor	Tronomission Gear Pario	Overall Cear Rotic	Winnerspreif Dirig	HP Averable for Grade	Most Groots (74) .
1	4.59	21.34	9,2	253.8	23.0
2	2.25	10.76	-18.8	247.8	13.9
3	1.54	7.36	27.4	249.0	Э.2
4	1.00	4./8	42.3	219.6	5.5
5	0.75	3.58	56.3	188.9	3.5
6	0.65	3.11	65.0	163.1	2.6
Desired Gradeability at Cr	uise Speed		0.2		
Desired Cruise Speed			650		
Rear Axle Ratio			4.78		
Gross HP Available at Cru	iise Speed		293		
RPM at Cruise Speed			1652		
	*Błu	e background represent	s value input by use:		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Application Version 10.1.002 Data Version PRL-18M.015 ocfa hook L9 3000RDS

FREIGHTLINE

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FRAMERBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

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Wheelbase (545)	
Frame Rails (546) 11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.7	3MMX258.8MM/0.344X10.19 INCH) 120KSI(546)
Yield Strength (psi)	
Section Modulus (per rail) (cu in)	
RBM (per rail) (lbf-in)	
Inner Frame Reinforcement (547)	NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement (548)	NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

den statistica den	Description / Value
Wheelbase	4925NM (194 INCH) WHEELBASE
Frame	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MNX258 8MM/0.344X10.19 INCH) 120KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reninforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	15.07
Frame RBM per rail (lbf in)	1808400

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

FREIGHTLINE



8/7/2018

Quotation #: 0718-026R4

Los Angeles Freightliner Attn: James Blakely 2429 S. Peck Rd Whittier, CA 90601

Reference: County of Orange Spec 18-61-02 + Addendum 1

Thank you for selecting CraneWorks for your equipment needs. As requested, we are pleased to submit the following quotation:

Palfinger T20L Hooklift Hoist

Installed on New Freightliner M2-106

- LINE ITEM #115:
- 20,000# lifting capacity
- Compatible Container length 12' to 16'
- Dump Angle 49 degrees
- Hook Height 54"
- Telescoping style jib
- In-Cab dual lever electric controls
- Dual articulation points
- Poly Fenders
- Full width bumper

- JIC Hoses & Fittings
- Safety Devices:
- Prevents jib activation in dump mode
- Automatic locking arm
- Slide-Thru container latch
- Hoist finish painted black
- Bumper, lights, flaps, etc.
- Back Up alarm & Body-Up light
- Electrical harness for Removable Bodies specified in bid document
- Satisfies Spec Line Item #115

Installation – Completely installed on proper truck chassis including new PTO and Pump. Chassis must have correct frame strength and dimensions (120-140" CA), PTO provision, etc.

NET SELLING PRICE:

LINE ITEM #116

Flatbed 16' hookloader:

• 16' long x 8' wide

Raising the bar in lifting equipment

0718-026R4

Page 2 of 4

- Formed side rails with pockets
- 3/8" x 2.5" flatbar rubrail with square pockets on standard centers
- 1/2" rope hooks on every other crossmember
- 48" tall 10 ga. steel headboard framed in 2" x 3" tubing
- 42" tall removable wood solid sides with steel stakes (2 sides)
- 3/16" diamond plate steel decking
- 3" Channel crossmembers on 12" centers
- Qty. 8 5/8" "D" rings with reinforcement equally spaced
- Qty. 6 sliding winches mounted curbside with bar and winch straps
- 48" folding ramp at rear
- "A" frame Hooklift subframe for 54" hook height
- Finish painted black

(Note: Add \$6500 for Palfinger ILD44 liftgate in lieu of folding ramp – total of \$29,400.00)

LINE ITEM #117

Heavy Duty Dump Body:

- 16' long x 8' wide
- 3' tall steel sides
- Channel side and end rails
- H.D. header
- Channel crossmembers
- Double swinging doors at rear with cam locks
- 3/16" smooth plate steel floor
- "A" frame Hooklift subframe
- Qty. 8 5/8" "D" rings with reinforcement equally spaced
- Finish painted white

LINE ITEM #122

Hot Shift PTO for Automatic Transmission

LINE ITEM #123 Tarp system for Heavy Duty Dump:

LINE ITEM #124 Drop Down legs for front and rear of flatbed

LINE ITEM #125 Drop Down legs for front and rear of Heavy Duty Dump

Exceptions to Revised Specification:

- 1. In-cab electric controls in lieu of requested Air Control
- 2. Fixed 54" hook height in lieu of requested 36" and 54"
- 3. Palfinger T20L Hooklift in lieu of Ampliroll

Price is Ex Works: Whittier, CA Sales Tax is not included FET: Not Included Terms: 15% Non-Refundable Deposit up front w/ Balance due upon completion. Quote valid for 30 days, Subject to prior sale. Delivery Date: to be determined

CraneWorks, Inc. makes no claims regarding road ability or permit requirements associated with the operation of this equipment. It is the owner's responsibility to verify that the purchased equipment meets local, state, and federal regulations. NOTE: If roadability is of concern, CraneWorks, Inc. will provide a weight study from the manufacturer, but we cannot guarantee its accuracy.

Interest charges at the rate of 8.25% APR will begin to accrue on the tenth day after you are notified that the unit is ready for delivery to you. The charges will continue to accrue until payment is received by CraneWorks.

The above referenced "Delivery Date" is based on current production lead time at the time of this quote. CraneWorks assumes no responsibility for delays in delivery due to manufacturing and/or production constraints.

There are NO WARRANTIES, express or implied, made by Dealer or the manufacturer, on any new equipment described on the previous pages of this Quote/Order, except for the manufacturer's warranty applicable to such new Equipment contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new equipment. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Equipment or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. Used equipment is sold, as is / where is, with no Warranty expressed or implied. Details on used equipment are thought to be accurate, but are not guaranteed. For equipment manufactured by CraneWorks, please refer to the CraneWorks Warranty Policy.

The undersigned authorizes the purchase of the above-mentioned equipment.

Signature:	Date:
Name:	
Title:	
Company:	
PO#	

Jon Williams

Raising the bar in lifting equipment

0718-026R4

Page 4 of 4

Craneworks Southwest, Inc. Cell: 760-668-0130 Email: jwilliams@crane-works.com

Enoven Truck Body & Equipment

2904 Duluth St West Sacramento, CA 95691 916-372-9692 Quote #: 74538

Date: 8/6/2018 CustID: 32210

Thank you for the opportunity to quote your business, please call if you have any questions.

Orange County Fire Authority 1 Fire Authority Road Irvine, CA 92602 Orange County Fire Authority 1 Fire Authority Road Irvine, CA 92602

Qty>=	Description	Unit Price	Ext Price
1	Hookloader: Ampliroll AL100LT-16		
	REF: SPECIFICATION NO. 18-61-02		
	(REQUIRES APPROX. 126" C/A. ACTUAL C/A TO BE DETERMINED FOLLOWING WEIGHT DISTRIBUTION ANALYSIS)		
	 20,000# capacity Accomodates bodies 11' to 17.5' with hydraulically adjustable 36"/54" hook height Hydraulically actuated rear container lock with air switch in cab Three stick air controls mounted in cab on tower to right of drivers seat Hotshift PTO for Allison 3000RDS transmission wired to OEM dash switch Direct mount bent axis piston pump 12gal reservoir with (4) section control valve mounted to driver side frame rail Rear bumper mounted to 1/2" hitch plate (2) Red LED S/T/T, (1) Clear LED B/U, and (2) 2" Red LED clearance/marker lamps in bumper 15ton pintle hitch (26" hitch height), (2) 5/8" D-rings, 7-way round pin trailer socket, and 7-way RV tailer socket wired to Tekonsha Prodigy electric brake controller mounted in cab Plastic fenders for single rear tire Rubber mudflaps attached to bottom of bumper Preco 1040 back up alarm Painted Black Installed, Weighed, and Certified 		
2	Accessories: Toolbox, 48''		
	- 36" X 18" x 18" Buyers polished SSTL toolbox		

- 36" X 18" x 18" Buyers polished SSTL toolbox mounted to framerail, one per side on SSTL mounting brackets

Unit Price

Ext Price

Flatbed: 16', Enoven EWP-1696S316DPHL 1

- 96" wide - 3/16" diamond plate steel deck - Body will be formed in two pieces and will be 100% welded longitudinally on underside only - (8) 5/8" recessed swivel D-rings, (1) welded to top of deck at each corner and others spaced evenly - 3" C-channel crossmembers, 12" on center - Hookloader skid with front A-frame and hook height at 54" with rear rollers at end of body - 48" tall 10ga steel headboard framed in 2" X 3" tubing; NO WINDOW - 10ga short gussets on every other crossmember, both sides - 1/2" rope hooks on every other crossmember, both sides - 3/8" X 2.5" flatbar rubrail with square stake pockets set up for (4) sections per side · (6) sliding winch binders, passenger side - (6) 4" X 27' winch straps with flat hook - Winch bar mounted to driver side front of headboard - End rail to be inverted channel for installation of fold down ramp springs - 48" tall spring assist, fold down ramp at end of bed with 42" tall 2" X 4" X 3/8" tubing rear posts - NO lights in bed - Painted Black - 42" tall stakesides with (5) wood slats bolted to steel stakes - Sides interconnected by gate latches - Stakes painted Black

1 Drop Container: 16', 15yd Heavy Duty

- 16'L X 96"W - 7ga floor with 3" C-channel crossmembers, 12" on center - (8) 5/8" recessed swivel D-rings, (1) welded to top of deck at each corner and others spaced evenly - Hookloader skid with front A-frame and hook height at 54" with rear rollers at end of body - 36" tall 10ga sides with vertical posts on 24" centers - Rear barn doors with T-lock - Painted White

1 **OPTION: Pull Tarps Manual Tarping System**

- Steel Protector system mouted to front of container - Heavy Duty Mesh tarp with grommets

Qty>=	Description		Unit Price	Ext Price
1	OPTION: Drop Down Leg System			
	- Drop down jack legs at front of body body with rear rollers	to level		
1	OPTION: Air-Weigh On-Board Scale System			
	THIS SYSTEM WILL PROVIDE A FRONT AXLE, AND TOTAL LOAD WEIGHT.	REAR AXLE,		
	Installation Includes:			
	 Deflection transducers mounted to reasuspension Deflection transducer mounted to fron Electronic meter mounted in cab 	-		
			TOTAL	
that migh plating qu parts with	are FOB unless stated otherwise. This quotation is good for 30 days to be received by us for processing and subject to change or withdraw uality. Acceptance of this quotation is confirmed by issue and accep in reference to this quotation. This quotation was made expressly up ise the utmost care while processing your parts or order but limit our	val without notice. Materials of ance of a purchase order an on your request and is confid	or parts to be plated m d/or receipt and proce	nust be of essing of the
Terms o	of Sale:	Enoven Truck Bo	dy & Equipmer	nt
Net30		Authorized by:_senochian	l	
Printed: 8/6/	2018 6:16:44 PM	Date: 8/6/2018		

Ampliroll Limited Warranty Statement

Marrel Corporation warrants Ampliroll hooklifts designed and manufactured by Marrel to be free from defects in material and workmanship under proper use and maintenance. Products must be installed and operated in accordance with Marrel's written instructions and stated lifting and dumping capacities. The warranty period shall be Sixty (60) month warranty on all Marrel designed and fabricated structural parts, five (5) year warranty on all hydraulic components, including cylinders, valves and hoses .

The warranty period shall begin from the date recorded by Marrel as the in-service date, as specified in the completed warranty registration card. In the event a warranty registration card is not received by Marrel, the factory ship date will be used. Marrel's obligation under this warranty is limited to, and the sole remedy for any such defect shall be, the repair and/or replacement (at Marrel's option) of the part and/or component in question. The owner shall be obligated to pay for any overtime labor requested of the servicing company by the owner, any field service call charges, and any towing and/or transportation charges associated with moving the equipment to the designated repair/service provider. If at all possible, Marrel will ship the replacement part within 24-hours of notification by the most economical, yet expedient, means possible. Expedited freight delivery will be at the expense of the owner.

All obligations of Marrel and its authorized dealers and service providers shall be voided if someone other than an authorized Marrel dealer provides other than routine maintenance service without prior written approval from Marrel. In the case repair work is performed on the Marrel Hooklift, original Marrel parts must be used to keep the warranty in force. The warranty may also be voided if the product is modified or altered in any way not approved, in writing, by Marrel engineering.

The owner/operator is responsible for furnishing proof of the date of original purchase of the Marrel Ampliroll or Hooklift loader. Warranty registration is the ultimate responsibility of the owner and may be accomplished by the completion and return of the Marrel product registration card provided with the product. If the owner is unsure of registration, he is encouraged to contact Marrel at the address below to confirm registration of the product in question. This warranty covers only defective material and workmanship. It does not cover depreciation or damage caused by normal wear and tear, accident, mishap, untrained operators, or improper or unintended use. The owner has the obligation of performing routine care and maintenance duties as stated in Marrel's written instructions, recommendations, and specifications. Any damage resulting from owner/operator failure to perform such duties shall void the coverage of this warranty. The cost of labor and supplies associated with routine maintenance will be paid by the owner.

Marrel reserves the right to make changes in design or improvement upon its products without imposing upon itself the same upon its products theretofore manufactured.

This warranty will apply to all Marrel Ampliroll hook loaders shipped from Marrel's factory after June 30, 2006. The warranty is for the use of the original owner only and is not transferable without prior written permission from Marrel.

All products purchased by Marrel from outside vendors shall be covered by the warranty offered by that respective manufacturer only. Marrel does not participate in, or obligate itself to, any such warranty.

IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. MARREL IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Marrel Corp. • 4750 14 Mile Road NE• Cedar Springs, MI 49341 • U.S.A.

www.amplirollusa.com; service@amplirollusa.com Telephone: 616/863-9155 • Fax: 616/863-9177

Revised 1/10/2016

7.02

Warranty Policy Limitations

The following items are not covered by this Marrel Warranty Policy and are the responsibility of the user:

- 1. Normal preventative maintenance and service as recommended by Marrel's service and maintenance manual and service bulletins.
- 2. All filters and strainers except when required to be returned with hydraulic pumps for warranty evaluation. (see section 7.13)
- 3. Hydraulic oil except when related to the repair or replacement of the component under warranty.
- 4. Adjustments of any kind.
- 5. Failure for any reason other than defective material or workmanship.
- 6. Failures as a result of the user's noncompliance with applicable Marrel service manuals and service bulletins.
- 7. Failures resulting from inadequate service and/or repair by the user or a repair facility.
- 8. Failures resulting from use of parts other than genuine Marrel parts.
- 9. Failures caused by alteration and/or modifications that were made without prior written approval by the Marrel service department.
- 10. Failures caused by the use of the equipment for purposes other than those for which the equipment was designed.
- 11. Replacement of locks, hooks, rollers, and wearing surfaces that are designed and expected to wear and then require replacement under normal use.
- 12. Failures caused by natural disasters such as fire, flood, wind and lightning.
- 13. Failure due to the modifications, elimination of any other circumvention of any relief valves or safety devices.

Definition of Consequential Damages

The only remedies the owner has in connection with the breach or performance of any warranty on the Marrel product specified are those set above. In no event will Marrel, the Marrel distributor/dealer, or any company affiliated with Marrel be liable for business interruptions, costs of delay, or for any special, indirect, incidental, or consequential costs or damages. Such costs may include, but are not limited to, loss of time, loss of revenue, loss of use, wages, salaries, commissions, lodging, meals, towing, hydraulic fluid, or any other incidental cost.

7.04

Notification and Time Limitation

Marrel service personnel must be notified by the one of the following methods within fourteen (14) days of its occurrence. Please have the following information available when contacting us regarding warranty. Customer name, date purchased, hoist model, hoist serial number, and Chassis make and model.

Telephone- 1-616-863-9155

Fax- 1-616-863-9177

E-mail- <u>service@amplirollusa.com</u>

Mail- 4750 14 Mile Road NE, Rockford, MI 49341

7.05

Replacement Parts Warranty Policy

Marrel warrants all replacement parts and components sold by Marrel to be free from defects in material and workmanship for a period of 90 days from the date of purchase. Marrel shall not be held liable for any charges, costs or expenses related to the removal, handling, or reinstallation of any parts or components.

Warranty Claims Procedure

A Warranty Repair Authorization (WRA) account number must be issued to the claiming party prior to any warranty work being performed.

A Warranty Claim Form with the authorization number will be mailed along with the replacement part to the dealer for attachment to the returned part (see attached example 7.07).

The warranty claim form will contain the part number of the replacement part, dealer cost, flat rate hours and dealer agreed upon warranty labor rate.

Marrel will invoice dealer for parts and shipping. Upon completion of the repair, the dealer will return the defective part, with the WRA number clearly written on the package, freight prepaid along with the warranty claim form and dealers invoice, which should list the part cost, shipping, repair labor and return shipping. Upon evaluation of warranted part, the dealer will receive a credit to their account for the warranty repair cost.

Parts returned without prior authorization will not be recognized for warranty consideration. All damaged parts must be returned to Marrel freight prepaid; freight collect returns will be refused. If part or parts are not returned within sixty (60) days of issuing WRA, the dealer is required to pay the invoice.

Warranty Claim Form

Ship De	fective P	arts to:		MARREL CO 750 14 Mile Roa h: (616) 863-91	ad NI	E, Rock	ford,								
				WARRAN	ITY	CLAIM	FOF	RM							
RMT OR V	NRA #				DATE:										
CUSTOM	ER NAME	:			DISTRIBUTOR:										
ADDRES	S:				ADDRESS:										
CITY / ST	ATE:				CITY / STATE										
ZIP CODE	E				ZIP CODE										
TELEPHC	NE NO														
* * *TO BE	E CONSID	ERED, C	CLAIMS MU	JST BE RECEIVE	ED W	ITHIN 30) DAY	/S AFTER	FAILURE	* * *					
HOIST M	ODEL	SERIAL	NUMBER	DATE INSTALI	LED	DATE	OF F	AILURE	CHASS	SIS M	IAKE & MODEL				
DESCRIP	TION OF	FAILURE	Ξ:	1		I									
CORREC	TIVE ACT	ION:													
PART NO.	DESCR	PTION	QTY.	MARREL INV. #		OST		LABOR	HRS.		FLAT RATE				
	BLOOK						DES	SCRIPTION			HRS.				
											DO NOT WRITE IN THIS SPACE				
_	CHARGES	_		LABOR RATE											
* * * * * * *	* * * * * * *	* * * * * *	* * * * * * * *	DO NOT W					* * * * * *	* * *	* * * * * * * *				
CIAIM # _				WO #				DOB	#						
WARRAN	TY LABO	RRATE				WAR	RAN	TY DETER	MINATIC)N _					
WARRAN	TY PART	S						PARTS CR							
WARRAN	TY APPR	OVED / I	DENIED BY	/		DATE		то	OTAL CR	EDIT	Г				

Warranty Labor Rate

The warranty labor rate will be set when the dealer agreement is signed. This rate will be a percentage of your published labor rate. As your labor rate changes the warranty labor rate will be adjusted by the same percent of change.

7.09

Flat Rate Labor Schedule in Hrs.

Hooklift models by capacity in Lbs.												
Operations - Component R&R	6,000	12,500	20,000	30,000	50,000	65,000						
Arm Cylinder	2.0	2.5	2.0	2.5	3.0	3.0						
Jib Cylinder	1.5	2.0	2.0	2.5	3.0	3.5						
Stabilizer Cylinder	Х	Х	Х	Х	Х	1.0						
Pump	1.0	1.0	1.0	1.5	1.5	1.5						
Control Valve- Distribution Valve	1.5	1.5	2.0	2.0	2.0	2.5						
Relief Valve Section- Distribution Valve	1.0	1.0	1.0	1.0	1.0	1.0						
Valve Section- Distribution Valve	Х	Х	2.0	2.0	2.0	2.0						
Reducing Valve- Distribution Valve	х	Х	0.5	0.5	0.5	0.5						
Secondary Relief- Distribution Valve	0.5	0.5	Х	Х	Х	Х						
Safety Valve	Х	Х	0.5	0.5	0.5	0.5						
Cab Control	1.5	1.5	1.5	1.5	1.5	2.0						
Control Cable	1.0	1.0	Х	Х	Х	Х						
Check Valve	1.0	1.0	2.0	2.0	2.0	2.0						
Jib	1.5	1.5	1.5	2.0	2.0	2.0						
PTO Driveline	1.0	1.0	1.0	1.0	1.0	1.0						
Hoses- Up to 1000 mm	0.5	0.5	0.5	0.5	0.5	0.5						
Hoses- Over 1000 mm	1.0	1.0	1.0	1.0	1.0	1.0						
Fittings- Hose or Tube	0.5	0.5	0.5	0.5	0.5	0.5						
Tubes- Up to 1000 mm	0.5	0.5	0.5	0.5	0.5	0.5						
Tubes- Over 1000 mm	1.0	1.0	1.0	1.0	1.0	1.0						
Oil Filter- Return Line	0.5	0.5	0.5	0.5	0.5	0.5						
Hydraulic Oil- Including Purging Cylinders	1.0	1.0	1.0	1.5	1.5	2.0						
Hinge Shaft	1.0	1.0	1.0	2.5	2.5	2.5						
Arm	3.0	3.0	4.0	5.0	6.0	6.0						
Tilting Rod	3.0	3.0	3.5	5.0	6.0	6.0						
Rear Roller	0.5	0.5	0.5	1.0	1.0	1.0						
Operations- Component Rebuild												
Arm Cylinder- R&R Soft Goods	2.0	2.0	2.0	2.5	2.5	2.5						

Arm Cylinder- R&R Piston Bypass Valve	1.5	1.5	1.5	2.0	2.0	2.0
Jib Cylinder- R&R Soft Goods	2.0	2.0	2.0	2.0	2.0	2.0
Jib Cylinder- R&R Base Relief	Х	Х	Х	0.5	0.5	0.5
Stabilizer Cylinder- R&R Soft Goods	Х	Х	Х	Х	Х	1.5
Control Valve- R&R Soft Goods	2.0	2.0	3.0	3.0	3.0	3.5
Cab Conrol- R&R Soft Goods	Х	Х	1.5	1.5	1.5	2.0
Safety Valve- R&R Soft Goods	х	Х	0.5	0.5	0.5	0.5

Hydraulic Pump Warranty

Upon failure of the hydraulic pump, immediately notify the Marrel service department, who will issue you a WRA number. You will need to supply them with the pump's model and serial number and the in-service date of the hoist. In the event of a failure of a replacement pump the date it was purchased from Marrel.

The defective pump along with the return-line filter that was in the system at the time of the failure must be returned together.

The pump and filter must be protected from contamination after removal by the use of port plugs or plastic bags. Failure to properly protect returned material from contamination will cause the related request for credit to be disallowed.

7.11

Warranty on Hydraulic Cylinders

Hydraulic cylinders used in Marrel products are subject to a (one year warranty provision) as stated above. Should a cylinder defect develop within the above stated warranty period, notify Marrel immediately. Marrel will ship, freight prepaid, by the most effective, expedient means a new or re-manufactured cylinder of the same size and type. An authorization for return of the original part will be issued at the time the order is placed. The defective cylinder is to be returned to Marrel freight prepaid by the owner. Cylinders returned freight collect will be refused. Should the defective cylinder not be returned within 60 days of shipping the replacement cylinder, the owner is responsible to pay Marrel the full purchase price of the replacement part.

Marrel Corporation's

Warranty Policy and Procedures

For

Ampliroll Hooklifts

Marrel Corporation 4750 14 Mile Road NE Rockford, MI 49341 Phone 616-863-9155 Fax 616-863-9177 www.amplirollusa.com

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Ampliroll Limited Warranty Statement

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The warranty period shall begin from the date recorded by Marrel as the in-service date, as specified in the completed warranty registration card. In the event a warranty registration card is not received by Marrel, the factory ship date will be used. Marrel's obligation under this warranty is limited to, and the sole remedy for any such defect shall be, the repair and/or replacement (at Marrel's option) of the part and/or component in question. The owner shall be obligated to pay for any overtime labor requested of the servicing company by the owner, any field service call charges, and any towing and/or transportation charges associated with moving the equipment to the designated repair/service provider. If at all possible, Marrel will ship the replacement part within 24-hours of notification by the most economical, yet expedient, means possible. Expedited freight delivery will be at the expense of the owner.

All obligations of Marrel and its authorized dealers and service providers shall be voided if someone other than an authorized Marrel dealer provides other than routine maintenance service without prior written approval from Marrel. In the case repair work is performed on the Marrel Hooklift, original Marrel parts must be used to keep the warranty in force. The warranty may also be voided if the product is modified or altered in any way not approved, in writing, by Marrel engineering.

The owner/operator is responsible for furnishing proof of the date of original purchase of the Marrel Ampliroll or Hooklift loader. Warranty registration is the ultimate responsibility of the owner and may be accomplished by the completion and return of the Marrel product registration card provided with the product. If the owner is unsure of registration, he is encouraged to contact Marrel at the address below to confirm registration of the product in question. This warranty covers only defective material and workmanship. It does not cover depreciation or damage caused by normal wear and tear, accident, mishap, untrained operators, or improper or unintended use. The owner has the obligation of performing routine care and maintenance duties as stated in Marrel's written instructions, recommendations, and specifications. Any damage resulting from owner/operator failure to perform such duties shall void the coverage of this warranty. The cost of labor and supplies associated with routine maintenance will be paid by the owner.

Marrel reserves the right to make changes in design or improvement upon its products without imposing upon itself the same upon its products theretofore manufactured.

This warranty will apply to all Marrel Ampliroll hook loaders shipped from Marrel's factory after June 30, 2006. The warranty is for the use of the original owner only and is not transferable without prior written permission from Marrel.

All products purchased by Marrel from outside vendors shall be covered by the warranty offered by that respective manufacturer only. Marrel does not participate in, or obligate itself to, any such warranty.

IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. MARREL IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Marrel Corp. • 4750 14 Mile Road NE• Cedar Springs, MI 49341 • U.S.A.

www.amplirollusa.com; service@amplirollusa.com Telephone: 616/863-9155 • Fax: 616/863-9177

Revised 1/10/2016

7.02

Warranty Policy Limitations

The following items are not covered by this Marrel Warranty Policy and are the responsibility of the user:

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- 2. All filters and strainers except when required to be returned with hydraulic pumps for warranty evaluation. (see section 7.13)
- 3. Hydraulic oil except when related to the repair or replacement of the component under warranty.
- 4. Adjustments of any kind.
- 5. Failure for any reason other than defective material or workmanship.
- 6. Failures as a result of the user's noncompliance with applicable Marrel service manuals and service bulletins.
- 7. Failures resulting from inadequate service and/or repair by the user or a repair facility.
- 8. Failures resulting from use of parts other than genuine Marrel parts.
- 9. Failures caused by alteration and/or modifications that were made without prior written approval by the Marrel service department.
- 10. Failures caused by the use of the equipment for purposes other than those for which the equipment was designed.
- 11. Replacement of locks, hooks, rollers, and wearing surfaces that are designed and expected to wear and then require replacement under normal use.
- 12. Failures caused by natural disasters such as fire, flood, wind and lightning.
- 13. Failure due to the modifications, elimination of any other circumvention of any relief valves or safety devices.

Definition of Consequential Damages

The only remedies the owner has in connection with the breach or performance of any warranty on the Marrel product specified are those set above. In no event will Marrel, the Marrel distributor/dealer, or any company affiliated with Marrel be liable for business interruptions, costs of delay, or for any special, indirect, incidental, or consequential costs or damages. Such costs may include, but are not limited to, loss of time, loss of revenue, loss of use, wages, salaries, commissions, lodging, meals, towing, hydraulic fluid, or any other incidental cost.

7.04

Notification and Time Limitation

Marrel service personnel must be notified by the one of the following methods within fourteen (14) days of its occurrence. Please have the following information available when contacting us regarding warranty. Customer name, date purchased, hoist model, hoist serial number, and Chassis make and model.

Telephone- 1-616-863-9155

Fax- 1-616-863-9177

E-mail- <u>service@amplirollusa.com</u>

Mail- 4750 14 Mile Road NE, Rockford, MI 49341

7.05

Replacement Parts Warranty Policy

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Warranty Claims Procedure

A Warranty Repair Authorization (WRA) account number must be issued to the claiming party prior to any warranty work being performed.

A Warranty Claim Form with the authorization number will be mailed along with the replacement part to the dealer for attachment to the returned part (see attached example 7.07).

The warranty claim form will contain the part number of the replacement part, dealer cost, flat rate hours and dealer agreed upon warranty labor rate.

Marrel will invoice dealer for parts and shipping. Upon completion of the repair, the dealer will return the defective part, with the WRA number clearly written on the package, freight prepaid along with the warranty claim form and dealers invoice, which should list the part cost, shipping, repair labor and return shipping. Upon evaluation of warranted part, the dealer will receive a credit to their account for the warranty repair cost.

Parts returned without prior authorization will not be recognized for warranty consideration. All damaged parts must be returned to Marrel freight prepaid; freight collect returns will be refused. If part or parts are not returned within sixty (60) days of issuing WRA, the dealer is required to pay the invoice.

Warranty Claim Form

Ship De	fective P	arts to:		MARREL CO 750 14 Mile Roa h: (616) 863-91	ad NI	E, Rock	ford,								
				WARRAN	ITY	CLAIM	FOF	RM							
RMT OR V	NRA #				DATE:										
CUSTOM	ER NAME	:			DISTRIBUTOR:										
ADDRES	S:				ADDRESS:										
CITY / ST	ATE:				CITY / STATE										
ZIP CODE	Ē				ZIP CODE										
TELEPHC	NE NO														
* * *TO BE	E CONSID	ERED, C	CLAIMS MU	JST BE RECEIVE	ED W	ITHIN 30) DAY	/S AFTER	FAILURE	* * *					
HOIST M	ODEL	SERIAL	NUMBER	DATE INSTALI	LED	DATE	OF F	AILURE	CHASS	SIS M	IAKE & MODEL				
DESCRIP	TION OF	FAILURE	Ξ:	1		I									
CORREC	TIVE ACT	ION:													
PART NO.	DESCR	PTION	QTY.	MARREL INV. #		OST		LABOR	HRS.		FLAT RATE				
	BLOOK						DES	SCRIPTION			HRS.				
											DO NOT WRITE IN THIS SPACE				
_	CHARGES	_		LABOR RATE											
* * * * * * *	* * * * * * *	* * * * * *	* * * * * * * *	DO NOT W					* * * * * *	* * *	* * * * * * * *				
CIAIM # _				WO #				DOB	#						
WARRAN	TY LABO	RRATE				WAR	RAN	TY DETER	MINATIC)N _					
WARRAN	TY PART	S						PARTS CR							
WARRAN	TY APPR	OVED / I	DENIED BY	/		DATE		то	OTAL CR	EDIT	Г				

Warranty Labor Rate

The warranty labor rate will be set when the dealer agreement is signed. This rate will be a percentage of your published labor rate. As your labor rate changes the warranty labor rate will be adjusted by the same percent of change.

7.09

Flat Rate Labor Schedule in Hrs.

Hooklift models by capacity in Lbs.												
Operations - Component R&R	6,000	12,500	20,000	30,000	50,000	65,000						
Arm Cylinder	2.0	2.5	2.0	2.5	3.0	3.0						
Jib Cylinder	1.5	2.0	2.0	2.5	3.0	3.5						
Stabilizer Cylinder	Х	Х	Х	Х	Х	1.0						
Pump	1.0	1.0	1.0	1.5	1.5	1.5						
Control Valve- Distribution Valve	1.5	1.5	2.0	2.0	2.0	2.5						
Relief Valve Section- Distribution Valve	1.0	1.0	1.0	1.0	1.0	1.0						
Valve Section- Distribution Valve	х	Х	2.0	2.0	2.0	2.0						
Reducing Valve- Distribution Valve	х	Х	0.5	0.5	0.5	0.5						
Secondary Relief- Distribution Valve	0.5	0.5	Х	Х	Х	Х						
Safety Valve	Х	Х	0.5	0.5	0.5	0.5						
Cab Control	1.5	1.5	1.5	1.5	1.5	2.0						
Control Cable	1.0	1.0	Х	Х	Х	Х						
Check Valve	1.0	1.0	2.0	2.0	2.0	2.0						
Jib	1.5	1.5	1.5	2.0	2.0	2.0						
PTO Driveline	1.0	1.0	1.0	1.0	1.0	1.0						
Hoses- Up to 1000 mm	0.5	0.5	0.5	0.5	0.5	0.5						
Hoses- Over 1000 mm	1.0	1.0	1.0	1.0	1.0	1.0						
Fittings- Hose or Tube	0.5	0.5	0.5	0.5	0.5	0.5						
Tubes- Up to 1000 mm	0.5	0.5	0.5	0.5	0.5	0.5						
Tubes- Over 1000 mm	1.0	1.0	1.0	1.0	1.0	1.0						
Oil Filter- Return Line	0.5	0.5	0.5	0.5	0.5	0.5						
Hydraulic Oil- Including Purging Cylinders	1.0	1.0	1.0	1.5	1.5	2.0						
Hinge Shaft	1.0	1.0	1.0	2.5	2.5	2.5						
Arm	3.0	3.0	4.0	5.0	6.0	6.0						
Tilting Rod	3.0	3.0	3.5	5.0	6.0	6.0						
Rear Roller	0.5	0.5	0.5	1.0	1.0	1.0						
Operations- Component Rebuild												
Arm Cylinder- R&R Soft Goods	2.0	2.0	2.0	2.5	2.5	2.5						

Arm Cylinder- R&R Piston Bypass Valve	1.5	1.5	1.5	2.0	2.0	2.0
Jib Cylinder- R&R Soft Goods	2.0	2.0	2.0	2.0	2.0	2.0
Jib Cylinder- R&R Base Relief	Х	Х	Х	0.5	0.5	0.5
Stabilizer Cylinder- R&R Soft Goods	Х	Х	Х	Х	Х	1.5
Control Valve- R&R Soft Goods	2.0	2.0	3.0	3.0	3.0	3.5
Cab Conrol- R&R Soft Goods	Х	Х	1.5	1.5	1.5	2.0
Safety Valve- R&R Soft Goods	х	Х	0.5	0.5	0.5	0.5

Hydraulic Pump Warranty

Upon failure of the hydraulic pump, immediately notify the Marrel service department, who will issue you a WRA number. You will need to supply them with the pump's model and serial number and the in-service date of the hoist. In the event of a failure of a replacement pump the date it was purchased from Marrel.

The defective pump along with the return-line filter that was in the system at the time of the failure must be returned together.

The pump and filter must be protected from contamination after removal by the use of port plugs or plastic bags. Failure to properly protect returned material from contamination will cause the related request for credit to be disallowed.

7.11

Warranty on Hydraulic Cylinders

Hydraulic cylinders used in Marrel products are subject to a (one year warranty provision) as stated above. Should a cylinder defect develop within the above stated warranty period, notify Marrel immediately. Marrel will ship, freight prepaid, by the most effective, expedient means a new or re-manufactured cylinder of the same size and type. An authorization for return of the original part will be issued at the time the order is placed. The defective cylinder is to be returned to Marrel freight prepaid by the owner. Cylinders returned freight collect will be refused. Should the defective cylinder not be returned within 60 days of shipping the replacement cylinder, the owner is responsible to pay Marrel the full purchase price of the replacement part.



STANDARD LIMITED WARRANTY

Enoven Industries, LLC dba Enoven Truck Body + Equipment and Tom's House of Hydraulics (the "Company") provides the following Standard Limited Warranty on our truck bodies and hydraulic truck equipment:

HD TOMMIE DUMP, ELLIPTICAL AND FLAT FLOOR MODELS

البيم فالمستما المستما المستما المستما المستمالية المستقل المستقل المستمين المستمين المستمين المستمين المستمين المستمين والمستمن المستمين والمستمن Structural: Five (5) year warranty from date of first delivery. Covers defects in materials and/or failures caused by faulty workmanship

Mechanical: One (1) year warranty from date of first delivery. Covers failure in the mechanical

operation of any moving part caused by improper or faulty installation

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Electrical: Six (6) month warranty from date of first delivery. Covers failure in body electrical systems caused by improper or faulty installation

Hydraulic: Six (6) month warranty from date of first delivery. Covers failure in hydraulic components caused by improper or faulty installation

FLATBEDS, CHIPPER BODIES, TEAR-OFF BODIES, CONE BODIES AND OTHER BODIES

Structural: Five (5) year warranty from date of first delivery. Covers defects in materials and/or failures caused by faulty workmanship

Mechanical: One (1) year warranty from date of first delivery. Covers failure in the mechanical operation of any moving part caused by improper or faulty installation

Electrical: Six (6) month warranty from date of first delivery. Covers failure in body electrical systems caused by improper or faulty installation

Hydraulic: Six (6) month warranty from date of first delivery. Covers failure in hydraulic components caused by improper or faulty installation

HYDRAULIC, MECHANICAL, ELECTRICAL COMPONENTS AND ACCESSORIES

Standard manufacturers warranty applies from date of first delivery. Copies of these standard warranties can be provided upon request. The Company does not provide any additional coverage other than what is provided by the manufacturer and is only responsible for the proper installation of the components and accessories per manufacturer's instructions.

This Standard Limited Warranty only covers product issues caused by anything other than defects in material or workmanship during ordinary use; it does not cover product issues caused by any other reason, including but not limited to acts of God, misuse, or customer modification. To the extent allowed by Law, loss of time, inconvenience, loss of the use of the vehicle, commercial loss, and incidental and consequential damages are not covered. To the extent allowed by Law, any implied warranty of merchantability or fitness is limited to the duration of this written Standard Limited Warranty.

FREIGHTLINER

EXTENDED COVERAGE



EXTENDED COVERAGE

TRUCK COVERAGE 4 (TC4)

NOTES

NOTE 1: There are four (4) different Truck Coverages. Each TC package builds on the previous package (i.e. TC2 includes TC1; TC3 includes TC 1 & 2; TC4 includes TC 1, 2 & 3). Towing Coverage and Axle Coverage are stand-alone coverages that would need to be added separately. ParkSmart Coverage is only available in combination with one (1) of the TC products or Climate Control in the same time and distance.

<u>NOTE 2:</u> Truck Coverage 4 is not an extension of the standard new vehicle warranty. For detailed information about specific components or components contained in each extended coverage system group, please email ASPHelp@daimler.com.

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WHAT IS TRUCK COVERAGE?

Truck Coverage is the extended service coverage that progressively combines chassis components into increasingly more comprehensive packages. The least comprehensive package is Truck Coverage 1 (TC1), while the most comprehensive coverage is TC4. Those familiar with our engine coverage products will appreciate the ease of selling value with these progressive packages. Truck Coverage is designed with the customer in mind, and coverages are grouped as they are typically purchased today. Truck Coverage 4 (TC4) is the Extended Service Coverage that combines several chassis components into one product. TC4 is the most comprehensive Extended Service Coverage offered and is the only TC to include Detroit Assurance Extended Coverage.

WHERE DID THIS PRODUCT ORIGINATE?

Truck Coverage came from an Aftermarket Service Products (ASP) initiative to make chassis coverage easier to understand and sell. This product structure was designed to emulate our Engine Coverage (EW1-EW4). <u>www.aftermarketserviceproducts.com</u>

Truck Coverage 4 Inclusions:

Truck Coverage 4 is a unique and distinctive product that provides extended coverage for specific, factory-installed components including:

Select components* of the fo	illowing systems:	
Steering	Air Intake System	Fuel System
• Cab/Hood	Electrical	Instruments
• Wiring	Accessories	and Gauges
 Cooling System 	Exhaust System	Hydraulic Systems
Climate Control (HVAC)	Supplemental	General Accessories
Suspension	Info Devices	Drive Shafts
Charging System	Instruments	Charge Air Cooler
 Cranking System 	Braking System	Transfer Case Mount:
 Ignition System 	 Lighting System 	

Truck Coverage 4 Exclusions:

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Only covers specific, factory-installed components.

For a detailed list of exclusions, please refer to the Truck Coverage 4 exclusions list posted on the ASP website <u>www.aftermarketserviceproducts.com</u>.

FREIGHTLINER

EXTENDED COVERAGE



DETROIT ASSURANCE EXTENDED SERVICE COVERAGE

INCLUDED WITHIN TC4 TRUCK EXTENDED COVERAGE

NOTES

Truck Coverage 4 with Detroit Assurance is not an extension of standard new vehicle base warranty. For detailed information about specific components or components contained in each extended coverage system group, please email ASPHelp@daimler.com.

TRUCK COVERAGE 4 (TC4)

WHY IS DETROIT ASSURANCE DESCRIBED DIFFERENTLY THAN THE OTHER FOUR TRUCK COVERAGE SYSTEMS?

The Detroit Assurance system has unique aspects and more variables than other comparable systems. Therefore, more details are required to describe the coverage.

Detroit Assurance System Inclusions:

This product provides extended coverage for specific factory-installed components* including:

Camera

Radar Sensor

VRDU Controller

*May not include the component itself.

(Example: Axle system parts are included while the Axle itself is excluded.) Detroit Assurance does not include connecting components to the vehicle of mating systems.

Detroit Assurance System Exclusions:

Does not cover:

- Damage caused by fowing, transit by transporter, tie straps, tie downs, wraps.
- Camera remounts due to damage to the windshield or windshield replacement are not covered.
- Replacement cameras not installed using the service template voids all extended coverage for Detroit Assurance.
- Damage due to accident, neglect or abuse in which the components are damaged and repaired must be done to OE specifications. Any reinstall performed otherwise will be void of Extended Coverage.
- Detroit Assurance components that are moved, modified or altered outside of the OE specification voids all extended coverage.
- Extended Coverage does not cover progressive damage to involved vehicles, persons or property caused by a vehicle equipped with Detroit Assurance.
- Detroit Assurance is a collision mitigation system. Extended Coverage does not cover mitigation damage of any kind.
- Detroit Assurance system resets due to driver abuse, intentional demonstration or otherwise is not covered under this coverage. Resets are not covered under Extended Coverage.
- · This product only covers specific factory installed components.
- For a detailed list of exclusions, please refer to the Detroit Assurance exclusions list posted on the ASP website www.aftermarketserviceproducts.com.
- Failure to read or distribute this information does not provide exemption from compliance with the information contained herein.

Please see the product matrix on the next page for coverage comparisons.

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TRUCK COVERAGE COMPARISONS

TC1 (Base)	TC2	TCS	TC4 (Premium)
MIRONE SCIENCES	FRONT SUSPENSION	FRONT SUSPENSION	FRONT SUSPENSION
	REAR SUSPENSION	REAR SUSPENSION	REAR SUSPENSION
AIR INTRICE SYSTEM	AIR INTAKE SYSTEM	AIR INTAKE SYSTEM	AIR INTAKE SYSTEM
	IGNITION SYSTEM	IGNITION SYSTEM	IGNITION SYSTEM
THE REPORT OF STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, S	CHARGING SYSTEM	CHARGING SYSTEM	CHARGING SYSTEM
	CRANKING SYSTEM	CRANKING SYSTEM	CRANKING SYSTEM
a deixe Aikcolal i R	CHARGEIAIR COOLER	CHARGE AIR COOLER	CHARGE AIR COOLER
	CLIMATE CONTROL	CLIMATE CONTROL	CLIMATE CONTROL
an an an an an an an an an an an an an a	COOLING	COOLING	COOLING
	DRIVE SHAFTS	DRIVE SHAFTS	DRIVE SHAFTS
		BRAKING SYSTEM	BRAKING SYSTEM
		WIRING WIRING	WIRING
		FUEL SYSTEM	FUEL SYSTEM
			STEERING HUNDER AND AND AND AND AND AND AND AND AND AND
no ferrell del control de comme als lent la social de las sites de la servici de mortes de			EXHAUST SYSTEM
			ATS/EMISSIONS
			SUPPLEMENTAL INFO DEVICES
			CAB & HOOD
			INSTRUMENTS & GAUGES
			SALESSAN TRANSFER CASE MOUNTS

Cummins Protection Plan I For 2017 Products

1

Coverage

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This Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins Engines used in automotive applications marketed for use in the United States* and Canada under the trademark "Cummins", "Cummins ReCon®" or "Cummins Westport". This Plan covers failures of the following Engine components which result, under normal use and service, from defects in Cummins material or factory workmanship (Covered Failure):

Fail Code	Covered Component	Fail Code	Covered Component
QC	Air Compressor Assembly	SN	Flywheel
EACD	Ambient Air Pressure Sensor	BG	Front Gear Cover Assembly
SW	Brake Assembly	FI	Fuel Injectors
BC	Camshaft Assembly	EARB	Fuel Rail Pressure Sensors
ELCB	Camshaft Positions Sensor	FH	Fuel Pump
BV	Camshaft Valve	ETRB	Fuel Temperature Sensor
BN	Connecting Rod Assembly	INCO/ INIM	Intake Manifold
ETCB	Coolant Temperature Sensor	EABB	Intake Manifold Pressure Sensor
EACC	Crankcase Breather Sensor	EEBT	Intake Manifold Pressure/Temperature Sensor
BS	Crankshaft Assembly	ETIB	Intake Manifold Temperature Sensor
BK	Cylinder Block Assembly	BL.	Liner Group
СН	Cylinder Head Assembly	LC	Oil Cooler Assembly
EQPE	ECM Calibration	LN	Oil Pan
IRCL	EGR Cooler	EAOB	Oil Pressure/Temperature Sensor
EADB	EGR Differential Pressure Sensor	LP	Oil Pump Assembly
IRVN	EGR Mixer	BP	Piston Group
ETEB	EGR Temperature Sensor	BR	Piston Ring Group
IRVG or IRCG	EGR Tube Bellows	RA	Rocker Assembly
IRVB	EGR Valve Assembly	INTD or NCTB	Throttle Plate Actuator
El	Electronic Control Module	ТН	Turbo Assembly
EX	Engine Harness	ELTS	Turbocharger Speed Sensor
ELEB	Engine Position Sensor	KP	Water Pump
EAEB	Exhaust Pressure Sensor		

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Covered Failure.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure.

Owner is responsible for the cost of lubrication oil, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for the communicating expenses, meals, lodging and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints unless the failure is caused by a defect in Cummins material or factory workmanship.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013/2017	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, wamup, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel or by water, diesel exhaust fluid, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

This Plan does not apply to accessories supplied by Cummins which bear the name of another company. Such non-Warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, Engine compression brakes and exhaust brakes.

Cummins branded alternators and starters are not covered by this Plan.

Aftertreatment component failures are not covered by this Plan.

Low Fuel Pressure Regulator covered component applies to the ISL G and ISX12 G Engines only.

Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder. This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

This Plan does not duplicate other Coverages applicable to the Engine.

Fees paid for this Plan are not refundable.

Coverage purchase must be documented on a Cummins Assurance Plan Certificate. The Certificate must be signed and dated by the customer.

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CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE PUBLISHED CUMMINS WARRANTIES, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage I.D.: HD1

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Palfinger option

EXHIBIT E: PRICING PAGE (REVISED 7-31-18)

The Orange County Fire Authority (OCFA) reserves the right to select the appropriate equipment for the Authority based on any combination of price, immediate availability, design, utility services, repair support or other features that are deemed to be in the best interest of the Authority. All factors will be considered in the selection process.

In a separate sealed envelope, please provide one original copy of itemized pricing for the dozer transport vehicle, as configured, including training, warranty and other costs. <u>Reference to the pricing should not be included in any of the other submittals</u>. The pricing should include the total price proposed to provide all the deliverables requested by the OCFA, and offered by your company, in this RFP. Check your calculations before submitting your proposal; OCFA will not be responsible for miscalculations.

PRICING FOR HOOK-LIFT TRUCK PER SPEC 18-61-02 (REVISED 7-31-18)

ltem	Description	Unit of Measure	Qty	Unit Price	Ext. Total
1	HOOK LIFT TRUCK Per Spec No. 18-61-02 (Revised 7/31/18) YEAR: 2020 MAKE: Freightliner MODEL: M2-106	Each	2	\$ ^{131,906.00}	\$ 263,812.00
2	Flatbed 16' Hookloader Per spec line item 116 YEAR: MAKE, Craneworks MODEL:16	Each	1	\$ 22,900.00	\$ 22,900.00
3	16' 15 Yard Heavy Duty Dump Per spec line item 117 YEAR: MAKE: MODEL:	Each	1	\$ 18,900.00	\$ 18,900.00
Exceptions to Revised Specification: 1. In-cab electric controls in lieu of requested Air Control 2. Fixed 54" hook height in lieu of requested 36" and 54" 3. Palfinger T20L Hooklift in lieu of Ampliroll Subtotal					\$ 23,865.74 \$ 329,308.24

2	Tire Fees per vehicle, non-taxable	Per Vehicle	2	\$ 17.50	\$ 35.00
3	Pre-Construction meeting Trip cost per person	Per Person	3	\$ _{NA}	\$
4	Final Inspection/Pre-Delivery Trip cost per person	Per Person	3	\$ NA	\$
5	Exact transportation charges, if any, non-taxable Doc Fee	Lot	1	\$ 65.00	\$ 130.00
		- I	L	Tota	al \$ 329,473.24

OPTIONAL PRICING OPTIONS AS REQUESTED IN SPECIFICATION 18-61-02 (REVISED 7/31/18)

7	Line Item 118: Cummins ISB Engine Warranty 5 years/20,000 miles	Per Vehicle	2	\$ See option A f pricing	for \$ extend warranty
8	Line Item 119: Cummins ISB engine after treatment warranty 5 years/200,000 miles	Per Vehicle	2	\$	\$
9	Line Item 120: Cummins ISL9 motor 330 HP	Per Vehicle	2	\$ INC	\$
10	Line Item 122: Hot shift PTO for automatic transmission	Per Vehicle	2	\$ 1,750.00	\$ 3,500.00
11	Line Item 122: Tarp system for Heavy Duty Dump	Each	1	\$ 1,750.00	\$ 1,750.00
12	Line Item 124: Drop down legs for front and rear of Flatbed to be used during storage	Each	1	\$ 1,500.00	\$ 1,500.00
13	Line Item 125: Drop down legs for front and rear of Heavy Duty Dump to be used during storage	Each	1	\$ 1,500.00	\$ 1,500.00
14	Line Item 126: Onboard Axle Scales	Per Vehicle	2	\$ 3,850.00	\$ 7,700.00
15	Line Item 127: Disc Brakes	Per Vehicle	2	\$ 1,275.00	\$ 2,550.00

Ampliroll AL100LT-16 option

EXHIBIT E: PRICING PAGE (REVISED 7-31-18)

The Orange County Fire Authority (OCFA) reserves the right to select the appropriate equipment for the Authority based on any combination of price, immediate availability, design, utility services, repair support or other features that are deemed to be in the best interest of the Authority. All factors will be considered in the selection process.

In a separate sealed envelope, please provide *one original copy of* itemized pricing for the dozer transport vehicle, as configured, including training, warranty and other costs. <u>Reference to the pricing should not be included in any of the other submittals.</u> The pricing should include the total price proposed to provide all the deliverables requested by the OCFA, and offered by your company, in this RFP. Check your calculations before submitting your proposal; OCFA will not be responsible for miscalculations.

PRICING FOR HOOK-LIFT TRUCK PER SPEC 18-61-02 (REVISED 7-31-18)

Item	Description	Unit of Measure	Qty	Unit Price	Ext. Total
1	HOOK LIFT TRUCK Per Spec No. 18-61-02 (Revised 7/31/18) YEAR: 2020 MAKE: Freightliner MODEL: M2-106	Each	2	135,281.00 \$	\$ 270,560.00
2	Flatbed 16' Hookloader Per spec line item 116 YEAR: MAKE: MODEL:	Each	1	\$ 13,465.00	\$ 13,465.00
3	16' 15 Yard Heavy Duty Dump Per spec line item 117 YEAR:2019 MAKE:Enoven 16' dump box MODEL:	Each	1	8,525.00 \$	8,525.00 \$
			:	Sales Tax (7.75%)	\$ 22,673.44
				Subtotal	\$ ^{315,233.94}

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2	Tire Fees per vehicle, non-taxable	Per Vehicle	2	\$ 17.50	\$ 35.00
3	Pre-Construction meeting Trip cost per person meeting in Irvine	Per Person	3	\$ NC	\$ _{NC}
4	Final Inspection/Pre-Delivery Trip cost per person Whittier, CA	Per Person	3	\$ NC	\$ NC
5	Exact transportation charges, if any, non-taxable Documentation Fee	Lot	1	\$ 65.00	\$ 130.00
		L		 Total	\$ 315,398.94

500.00 net 15 day discount is offered for prompt payment from delivery.

OPTIONAL PRICING OPTIONS AS REQUESTED IN SPECIFICATION 18-61-02 (REVISED 7/31/18)

7	Line Item 118: Cummins ISB Engine Warranty 5 years/20,000 miles ¹⁹	Per Vehicle	2	\$ 3800.00	\$ 7,600.00
8	Line Item 119: Cummins ISB engine after treatment warranty 5 years/200,000 miles _{five year trans}	Per Vehicle	2	\$ 950.00 650.00	\$ 1,900.00 1,300.00
9	Line Item 120: Cummins ISL9 motor 330 HP	Per Vehicle	2	\$ Included	\$ INC
10	Line Item 122: Hot shift PTO for automatic transmission	Per Vehicle	2	<pre>\$ included</pre>	\$ NC
11	Line Item 122: Tarp system for Heavy Duty Dump	Each	1	\$ 1,604.00	\$ 1,604.00
12	Line Item 124: Drop down legs for front and rear of Flatbed to be used during storage	Each	1	\$ 685.00	\$ 685.00
13	Line Item 125: Drop down legs for front and rear of Heavy Duty Dump to be used during storage	Each	1	\$ 685.00	\$ 685.00
14	Line Item 126: Onboard Axle Scales	Per Vehicle	2 1	\$ 3,635.00 per chassis	\$ 7,270.00
15	Line Item 127: Disc Brakes	Per Vehicle	2	\$ 1,275.00	\$ 2,550.00

16 Cummins C- Brake 1,600.00 per truck

201

Single Source 5-Year Warranty: Provide a description of warranty coverage options for the Hook Trucks acquired under this contract. Describe proposed warranty in detail, including coverage, exclusions, and limitations. (Attach additional pages as necessary):

TC4 Chassis coverage 5 year/200k miles with towing pol 4,400.00 per chassis

GOVERNMENT / CO-OPERATIVE CONTRACT: Is your pricing based on a Government or Co-operative contract? **YES** * NO_____

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

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

PAYMENT TERMS: Subsequent to delivery and acceptance of delivery, the supplier must submit an invoice for payment. Invoices can be sent electronically to: <u>ap@ocfa.org</u> or mailed to:

Orange County Fire Authority Attention: Accounts Payable PO Box 53008 Irvine, CA 92619

나는 동물을 물고 있는 것이 같은 것이 같다.

Invoices shall include the Company's Federal Tax ID#, Purchase Order #, quantity & description of the product delivered, the delivery location, date of delivery and price. Payment shall be made within thirty (30) days after receipt of accurate invoice. Invoices are to be submitted in arrears for goods provided. OCFA will endeavor to honor any "prompt payment discounts" when appropriately earned. Payment discounts must be clearly indicated in the bid submission. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date OCFA's warrant is mailed.

PRICE CHANGES: Contract pricing shall remain fixed for one (1) year from the issuance of the initial Purchase Order. Price changes after the first year purchase shall be negotiated, but shall not exceed the most recent available 12-month period for the Producer Price Index (PPI) for Heavy Duty Truck MFG, Series ID PCU336120336120. Vendors must provide verifiable documentation from the manufacturer for any price changes in excess of the PPI. Any such requests must include dated manufacturer list prices at the time that the proposal was submitted and dated manufacturer lists prices at the time the increase was requested. OCFA's determination will be final.

TERM OF OFFER - It is understood and agreed that this offer may not be withdrawn for a period of one hundred eighty days (180) from the Proposal Submittal Deadline, and at no time in case of successful Offeror.

EXHIBIT F: 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

Ed Sachs, Chair City of Mission Viejo

David Harrington, Director City of Aliso Viejo

Rob Johnson, Director City of Cypress

Michele Steggell, Director City of La Palma

Laurie Davies, Director City of Laguna Niguel

Leah Basile, Director City of Lake Forest

Craig Green, Director City of Placentia

Tim Brown, Director City of San Clemente

Juan Villegas, Director City of Santa Ana

David John Shawver, Director City of Stanton

> Vince Rossini City of Villa Park

Gene Hernandez, Director City of Yorba Linda

Todd Spitzer, Director County of Orange Joseph Muller, Vice Chair City of Dana Point

Elizabeth Swift, Director City of Buena Park

Melissa Fox, Director City of Irvine

Don Sedgwick, Director City of Laguna Hills

Noel Hatch, Director City of Laguna Woods

Shelley Hasselbrink, Director City of Los Alamitos

Carol Gamble, Director City of Rancho Santa Margarita

Sergio Farias, Director City of San Juan Capistrano

> Ellery Deaton City of Seal Beach

Al Murray, Director City of Tustin

Tri Ta, Director City of Westminster

Lisa Bartlett, Director County of Orange

ORANGE COUNTY FIRE AUTHORITY – PARTY DISCLOSURE

The attached <u>Party Disclosure Form</u> must be completed and submitted by the Offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated in Section VI this solicitation.

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

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

- E. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
- F. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding

RFP No. JA2299 – Hook-Lift Truck

Orange County Fire Authority

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

G. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards. ¹ Entitlement for the purposes of this form refers to contract award.

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

PARTY DISCLOSURE FORM

Party's Name:
Party's Address:
Party's Telephone:
Solicitation Title and Number:
Based on the party disclosure information provided, are you or your firm subject to party disclosures?
No 🔀 If no, check the box and sign below. Yes 🗌 🛿 yes, check the box, sign below and complete the form.
Date: 8/7/18 AW Signature of Party and/or Agent
Signature of Party and/or Agent
To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed. Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:
Name of Member:
Name of Contributor (if other than Party):
Date(s):
Amount(s):
Name of Member:
Name of Contributor (if other than Party):
Date(s):
Amount(s):

ORANGE COUNTY FIRE AUTHORITY – PARTICIPANT (AGENT) DISCLOSURE

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

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before the OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors. No board member or alternate may solicit or accept a campaign contribution of more than \$250 from

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

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

If you or your agent have made a contribution of more than \$250 to any board

member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding

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

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

<u>AND</u>

- b. The individual or entity, directly or through an agent, does any of the following:
 - (2) Communicates directly, either in person or in writing, with a board member or alternate of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (3) Communicates with an employee of the OCFA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (4) Testifies or makes an oral statement before the Board of Directors of the OCFA or any of its affiliated agencies.
- 2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
- 3. Your "agent" is someone who represents you in connection with a

Orange County Fire Authority

proceeding for this proposed involving a contract award. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.

4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.

5. A list of the members and alternates of the Board of Directors is attached.

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

PARTICIPANT (AGENT) DISCLOSURE FORM

Prime's Firm Name:
Party's Name:
Party's Address:
Party's Telephone:
Solicitation Title and Number:
Based on the participant disclosure information provided, are you or your firm subject to participant disclosures?
No 🗌 If no, check the box and sign below. Yes 🗌 If yes, check the box, sign below and complete the form.
Date:
Signature of Party and/or Agent
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:
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Orange County Fire Authority

RFP No. JA2299 – Hook-Lift Truck

EXHIBIT H: OFFEROR'S INFORMATION

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

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

FIRM'S LEGAL NAME: Los Angeles Truck Centers,	LLC
FIRM PARENT OR OWNERSHIP:	
ADDRESS: 2429 S. Peck Road Whittier, CA	
FIRM TELEPHONE #: 562-447-1326	FIRM FAX #:
FIRM'S TAX I.D. NUMBER:94-3303320	INCORPORATED: YES IN NOT
LEGAL FORM OF COMPANY: (partnership, corporati	ion, joint venture): Los Angeles Truck Centers, LLC
LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSH	NESS: 1977, current ownership since 1988
LENGTH OF TIME AT CURRENT LOCATION:	1977
NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES: 1700 NUMBER OF EMPLOYEES TO DIRECT CONTACT Service required for this Request for Proposal (RFM	UMBER OF CURRENT CLIENTS: <u><i>のいん られのし</i></u> t with the Orange County Fire Authority and P).
NAME: James K. Blakely	TITLE: Fleet and Government Sales
TELEPHONE #:	
Person responsible for the day-to-day servicing of	the account.
NAME: Sames	TITLE:
TELEPHONE #:	E-MAIL:

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Orange County Fire Authority

EXHIBIT I: CERTIFICATION OF PROPOSAL

In responding to RFP JA2299 – Hook Lift Truck, the undersigned Offeror(s) agrees to provide the vehicles to OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein and the following terms and conditions that are a part of this proposal and any resulting contract. Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the terms and conditions as set forth.

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

Independent Price Determination:

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

To the Orange County Fire Authority:

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

NAME OF FIRM:	Los Angeles Truck Centers	ЩС		
	2429 S. Peck Road			
ADDRESS:	Whittier, CA 90601			
CITY:		STATE:		ZIP CODE:
PRINTED NAME:	James K. Blakely		_ TITLE:	Fleet and Government Sales
SIGNATURE OF PER	SON AUTHORIZED TO SIGN	n n V		DATE: 8-7-18
	\mathcal{O}		/	



REQUEST FOR BEST AND FINAL OFFER RFP JA2299 – HOOK-LIFT TRUCK

DATE BEST AND FINAL OFFER REQUESTED: October 2, 2018 DUE DATE FOR BEST AND FINAL OFFER: October 8, 2018 at 12:00PM

Los Angeles Truck Centers, LLC jblakely@lafreightliner.com

Dear James Blakely,

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

Los Angeles Truck Centers, is invited to submit its BAFO for consideration in the award determination process. Best and Final Offers must be received no later than 12:00 P.M. October 8, 2018. The BAFO may be submitted by email with a signed original to follow in the mail.

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

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

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

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

Best Regards,

James Aguila Assistant Purchasing Agent

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

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Signature of Person Authorized to Sign

K

RI

10/5/18

Date

Freet & Gavernovent Sales Title

Printed Name

LANCES

BEST AND FINAL OFFER

BEST AND FINAL OFFER PRICING

The initial proposal pricing that was submitted is provided below with an additional section provided for a BAFO adjustment. As a result of the vendor interview, the following changes are requested to be in included in the BAFO pricing consideration:

- Hook Height shall be fixed at 54"
- Pricing for the Flatbed to include a LiftGate

PALFINGER OPTION				Original Pro	posal Pricing	BAFO	Pricing
Item	Description	UOM	Qty	Unit Price	Ext. Total	Unit Price	Ext. Total
1	HOOK LIFT TRUCK Per Spec No. 18-61- 02 (Revised 7/31/18) FIXED 54" HOOK HEIGHT YEAR: 2020 MAKE: Freightliner MODEL: M2-106	Each	2	\$131,906.00	\$263,812.00	\$ 132,755.00	\$ 265,510.00
2	Flatbed 16' Hookloader with LIFTGATE Per spec line item 116 YEAR: 2019 MAKE:Cranworks MODEL: 16' hookloader	Each	1	\$22,900.00	\$22,900.00	41,376.00 includes: items on attachm options \$	41,376.00 ent A1 except no \$
3	16' 15 Yard Heavy Duty DumpPer spec line item 117YEAR: 2019MAKE: CraneworksMODEL: 16'Dump	Each	1	\$18,900.00	\$18,900.00	\$ 18,900.00	\$ 18,900.00
	d		Sale	es Tax (7.75 %)	Doc Fee \$23,865.74		130.00** \$ 25,258.49
				Tire fee Subtotal	21.00* \$329,308.24		\$ 351,195.49

BEST AND FINAL OFFER

RFP JA2299 Hook Lift Truck

PALFI	NGER OPTION	TION Original Proposal Pricing		BAFO Pricing			
ltem	Description	UOM	Qty	Unit Price	Ext. Total	Unit Price	Ext. Total
2	Tire Fees per vehicle, non-taxable	Per Vehicle	2	\$17.50	\$35.00		21,00*
3	Pre-Construction meeting Trip cost per person	Per Person	3	N/A	N/A		
4	Final Inspection/Pre- Delivery Trip cost per person	Per Person	3	N/A	N/A		T.
5	Exect transportation citators "franty, non- taxable	Per Vehicle	2	\$65.00	\$130.00		130.00 taxable**
	·			Total	\$165.00		

PALFI	PALFINGER OPTION			Original Proposal Pricing		BAFO Pricing	
ltem	Description	UOM	Qty	Unit Price	Ext. Total	Unit Price	Ext. Total
7	Line Item 118: Cummins ISB Engine Warranty 5 years/20,000 miles	Per Vehicle	2	\$3,800.00	\$7,600.00	5yr 100k 2,300.00 5yr 150k 3,000.00	
8	Line Item 119: Cummins ISB engine after treatment warranty 5 years/200,000 miles	Per Vehicle	2	\$950.00 \$650.00	\$1,900.00 \$1,300.00	5yr/100k 600.00 5yr/150k 750.00	
9	Line Item 120: Cummins ISL9 motor 330 HP	Per Vehicle	2	Included	Included		
10	Line Item 122: Hot shift PTO for automatic transmission	Per Vehicle	2	\$1,750.00	\$3,500.00	1,750.00	3,500.00
11	Line Item 122: Tarp system for Heavy Duty Dump	Each	1	\$1,750.00	\$1,750.00	1,750.00	1,750.00

В	EST AN	D FINAL OFFER			III		RFP JA22	99 Hook Lift Truck
	12	Line Item 124: Drop down legs for front and rear of Flatbed to be used during storage	Each	1	\$1,500.00	\$1,500.00	1,500.00	1,500.00
	13	Line Item 125: Drop down legs for front and rear of Heavy Duty Dump to be used during storage	Each	1	\$1,500.00	\$1,500.00	1,500.00	1,500.00
	14	Line Item 126: Onboard Axle Scales	Per Vehicle	2	\$3,850.00	\$7,700.00	3850.00	7,700.00
	15	Line Item 127: Disc Brakes	Per Vehicle	2	\$1,275.00	\$2,550.00	1,275.00	2,550.00
	16	Cummins C-Brake	Per Vehicle	2	\$1,600.00	\$1,600.00	1600.00	3,200.00
		•		Sal	es Tax (7.75 %)	\$2,394.75		твр
					Total	\$33,294.75		твр

AMPL	IROLL OPTION			Original Pro	oposal Pricing	BAFO	Pricing
ltem	Description	UOM	Qty	Unit Price	Ext. Total	Unit Price	Ext. Total
1	HOOK LIFT TRUCK Per Spec No. 18-61- 02 (Revised 7/31/18) FIXED 54" HOOK HEIGHT YEAR: 2020 MAKE: Freightliner MODEL: M2-106	Each	2	\$135,281.00	\$270,560.00	\$ 134,425.00	\$ 268,850.00
2	Flatbed 16' Hookloader with LIFTGATE Per spec line item 116 YEAR: 2019 ENO	Each	1	\$13,465.00	\$13,465.00	See attachment B \$ 31,500.00	\$ 31,500.00

	MAKE: MODEL: <u>16'</u>						
3	16' 15 Yard Heavy Duty DumpPer spec line item 117YEAR: 2019MAKE:MODEL:	Each	1	\$8,525.00	\$8,525.00	\$ No change	\$ 8,225.00
			Sale	es Tax (7.75 %)	\$22,672.63		\$ 23,924.64
				Subtotal	\$315,222.63	Includes tire & dic fee>	\$ 332,650.64

AMPLIROLL OPTION				Original Proposal Pricing		BAFO Pricing	
ltem	Description	UOM	Qty	Unit Price	Ext. Total	Unit Price	Ext. Total
2	Tire Fees per vehicle, non-taxable	Per Vehicle	2	\$17.50	\$35.00	10.50	21.00
3	Pre-Construction meeting Trip cost per person	Per Person	3	N/A	N/A		
4	Final Inspection/Pre- Delivery Trip cost per person	Per Person	3	N/A	N/A		
5	Exact transportation charges, if any, ୪୩୦୬୩- taxxable Taxable Doc fee	Per Vehicle	2	\$65.00	\$130.00		130.00
				Tota	\$165.00		

AMPL	IROLL OPTION			Original P	riginal Proposal Pricing BAFO Pricing			
ltem	Description	UOM	Qty	Unit Price	Ext. Total	Unit Price	Ext. Total	
7	Line Item 118: Cummins ISB Engine Warranty 5 years/20,000 miles	Per Vehicle	2	\$3,800.00	\$7,600.00	See palfinger for pricing	warranty optior	

T AN						RFP JA22	99 Hook Lift T
8	Line Item 119: Cummins ISB engine after treatment warranty 5 years/200,000 miles	Per Vehicle	2	\$950.00 \$650.00	\$1,900.00 \$1,300.00	See above	
9	Line Item 120: Cummins ISL9 motor 330 HP	Per Vehicle	2	Included	Included	No changes	
10	Line Item 122: Hot shift PTO for automatic transmission	Per Vehicle	2	Included	Included		
11	Line Item 122: Tarp system for Heavy Duty Dump	Each	1	\$1,604.00	\$1,604.00		
12	Line Item 124: Drop down legs for front and rear of Flatbed to be used during storage	Each	1	\$685.00	\$685.00		
13	Line Item 125: Drop down legs for front and rear of Heavy Duty Dump to be used during storage	Each	1	\$685.00	\$685.00		
14	Line Item 126: Onboard Axle Scales	Per Vehicle	2	\$3,635.00	\$7,270.00		
15	Line Item 127: Disc Brakes	Per Vehicle	2	\$1,275.00	\$2,550.00		
16	Cummins C-Brake	Per Vehicle	2	\$1,600.00	\$1,600.00	1,600.00	3,200.00
			Sa	les Tax (7.75 %)	\$1,952.54		TBD
				Total	\$27,146.54		TBD

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

Enoven 36"x18"x18" Polished stainless tool box chassis mounted 695,00 each

6

Attachment A1

□ Palfinger ILD+4400 Direct Lift Liftgate

- * 72" x 80" galvanized steel platform with 16" steel retention ramp
- * 2 x batteries stored in powerpack box with plug connection to truck charging system
- * 2 button hand held remote control pendant
- * Single pole trailer charge kit
- * Swingdown support bar from liftgate frame to body siderail to facilitate side loading
- Body Finish painted black

Liftgate Options:

- 16" aluminum retention ramp (add 450.00)
- Platform warning lights
- 72" Aluminum ramp \$1200.00

Additional warranty options for chassis:

Transmission five years 650.00

Five year 150k miles TC4 Cab and chassis 2,500.00

Five year towing policy covers upto 550.00 per tow for a warrantable vehicle disabling failure. 800.00

Attachment B

1 Hookloader: Ampliroll AL100L-16

BAFO REOUEST REF: SPECIFICATION NO. 18-61-02 (REQUIRES APPROX. 126" C/A. ACTUAL C/A TO BE DETERMINED FOLLOWING WEIGHT DISTRIBUTION ANALYSIS) - 20,000# capacity - Accomodates bodies 11' to 17.5' with 54" hook height - "Bird's Beak" body hold downs at front of hoist and at mid-rail to support body for specific use applications - Hydraulically actuated rear container controlled from cab with "UNLOCKED" indicator lamp in dash - Three stick air controls (Jib, Hoist, Lock) mounted in cab on tower to right of drivers seat - Hotshift PTO for Allison 3000RDS transmission wired to OEM dash switch - Direct mount bent axis piston pump - 12gal reservoir with (3) section control valve mounted to driver side frame rail - Rear bumper mounted to 1/2" hitch plate - (2) Red LED S/T/T, (1) Clear LED B/U, and (2) 2" Red LED clearance/marker lamps in bumper - 15ton pintle hitch (26" hitch height), (2) 5/8" D-rings, 7-way round pin trailer socket, and 7-way RV tailer socket wired to Tekonsha Prodigy electric brake controller mounted in cab - Plastic fenders for single rear tire - Rubber mudflaps attached to bottom of bumper - Preco 1040 back up alarm - Painted Black - Installed, Weighed, and Certified Flatbed: 16', Enoven EWP-1696S316DP-LG-HL ***BODY TO INTERLOCK WITH "BIRD'S BEAK" BODY HOLD DOWNS ON HOOKLOADER*** - 96" wide - 3/16" diamond plate steel deck - Body will be formed in two pieces and will be 100% welded longitudinally on underside only

- (8) 5/8" recessed swivel D-rings, (1) welded to top of deck at each corner and others spaced evenly

- 3" C-channel crossmembers, 12" on center
- 6" X 2" X 1/2" tubing hookloader skid with front
A-frame and hook height at 54" with lowered rear
rollers at end of body
- 48" tall 10ga steel headboard framed in 2" X 3"
tubing; NO WINDOW

- 10ga short gussets on every other crossmember, both sides - 1/2" rope hooks on every other crossmember, both sides - 3/8" X 2.5" flatbar rubrail with square stake pockets set up for (4) sections per side - (6) sliding winch binders, passenger side - (6) 4" X 27' winch straps with flat hook - Winch bar mounted to driver side front of headboard - 6" channel end rail for liftgate installation - NO lights in bed - Painted Black - 42" tall stakesides with (5) wood slats bolted to steel stakes - Sides interconnected by gate latches - Stakes painted Black - Palfinger ILD+44 Column Style Lift Gate with Power Down on Demand - 4,400# Capacity - 72" X 80" Aluminum Platform with 16" Aluminum Retention Ramp - Galvanized frame - (2) Red LED S/T/T lamps in posts with quick disconnect to trailer socket - Gate mounted to permanent 4" X 4" X 1/4" tubing rear posts recessed into bed with diaganol bracing to top deck - (2) auxiliary batteries installed in battery box with charge line to truck battery - Pump box with single motor power pack - Both boxes mounted to passenger side frame rail with hydraulic disconnects mounted at curbside end of frame - Removable liftgate controller with socket mounted to truck

Additional warranty options for chassis:

Transmission five years 650.00

Five year 150k miles TC4 Cab and chassis 2,500.00

Five year towing policy covers upto 550.00 per tow for a warrantable vehicle disabling failure. 800.00



Orange County Fire Authority AGENDA STAFF REPORT

Executive Committee Meeting October 25, 2018 Agenda Item No. 3C Consent Calendar

Contract Extension for IT Contract Staffing Services

Contact(s) for Further Information

Dave Anderson, Deputy Chief	daveanderson@ocfa.org	714.573.6006
Emergency Operations Bureau		
Joel Brodowski, IT Manager	joelbrodowski@ocfa.org	714.573.6421
Logistics Department		

Summary

This agenda item is submitted for the approval to extend a contract for Information Technology (IT) contract staffing services with Intratek Computer Inc. (Intratek) for one additional year.

Prior Board/Committee Action

On November 21, 2013, the Executive Committee approved a five-year contract (one year plus four additional one-year extensions) contract award to Intratek for IT contract staffing services in an amount not to exceed \$1,500,000 annually with annual increases limited to the Consumer Price Index (CPI) or 3.5% whichever was less. The contract was awarded to Intratek, the number one ranked firm, in the competitive solicitation process.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute the proposed Fifth Amendment to the Professional Services Agreement to extend the current contract for IT contract staffing services with Intratek for one additional year in an amount not to exceed \$950,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is included in the FY 2018/19 General Fund, specifically in the IT Section's budget for services.

Background

OCFA has utilized contract technology service providers since its inception. The contracted services provided augmentation to existing OCFA staff for the support of the desktop computer environment and some Geographic Information Systems (GIS) needs. In addition to the ongoing support of the desktop and technology infrastructure, IT manages and implements a large number and variety of technology projects. Having a contract with a technology service provider in place provided management quick access to additional staffing resources to supplement current IT staff resources. This approach in the past allowed OCFA staff to retain organizational knowledge and focus on supporting the complex technical needs of the organization while contract staff are performing many of the general day-to-day operations tasks.

In 2013, a competitive solicitation for IT Contract Staffing Services was issued. A total of 22 firms submitted proposals; the top six firms were interviewed, and Intratek was selected as the highest ranked firm in the process. In final contract negotiations, Intratek agreed to limit future annual increases for hourly rates per position to 3.5% or the applicable CPI (whichever is less). In alignment with these agreed upon terms, although the CPI for September 2018 is 3.9%, Intratek has agreed to limit the annual increases for hourly rates per position to 3.5% (as detailed in Exhibit B "Pricing Schedule" to the attached Professional Services Agreement).

The current five-year contract with Intratek for IT contract staffing services expires on November 30, 2018. Staff is requesting to extend the contract for one additional year to allow management an opportunity to evaluate future needs of the Fire Authority to use contract services as compared to equivalent OCFA employee positions. During the current five-year contract, the Fire Authority converted/replaced six of the Intratek contract positions with regular OCFA employee positions and realized the benefits of eliminating high contractor turn-over, reduced training expense, and an overall improvement of customer support. The new employee positions were funded by reducing the information technology Services and Supplies budget the requisite amount for the six positions and transferring the funds to the Employee Salary and Benefits budget.

Conclusion

Staff is requesting to approve and authorize the Purchasing Manager to execute the proposed Fifth Amendment to the Professional Services Agreement (Attachment 1) to extend the current contract for IT contract staffing services with Intratek for one additional year in an amount not to exceed \$950,000, while management evaluates future needs of the Fire Authority to use IT contract services as compared to equivalent OCFA employee positions.

Attachment(s) (Attachments 2-6 are on file in the Office of the Clerk)

- 1. Proposed Amendment Five to the Agreement
- 2. Amendment Four to the Agreement
- 3. Amendment Three to the Agreement
- 4. Amendment Two to the Agreement
- 5. Amendment One to the Agreement
- 6. Original Professional Services Agreement

ORANGE COUNTY FIRE AUTHORITY AMENDMENT NUMBER FIVE TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NUMBER FIVE TO PROFESSIONAL SERVICES ("Amendment") is made and entered into this 25th day of October 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Intratek Computer Inc, a California Corporation, hereinafter referred to as "Intratek" or "Firm".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on November 21, 2013, for IT contract staffing services ("Agreement"), which is incorporated herein by this reference; and

WHEREAS, OCFA and the Firm amended the Agreement on November 25, 2014 to extend the contract term through November 30, 2015, with a not to exceed contract amount of \$1,530,000 ("Amendment One"); and

WHEREAS, OCFA and the Firm amended the Agreement on November 30, 2015 to extend the contract term through November 30, 2016, with a not to exceed contract amount of \$1,350,000 ("Amendment Two"), including a price adjustment of 1% as identified in the October 2015 Consumer Price Index (CPI) for Los Angeles area; and

WHEREAS, OCFA and the Firm amended the Agreement on November 7, 2016 to extend the contract term through November 30, 2017, with a not to exceed contract amount of \$1,350,000 ("Amendment Three"), including a price adjustment of 2.2% as identified in the October 2016 CPI for Los Angeles area; and

WHEREAS, OCFA and the Firm amended the Agreement on November 22, 2017 to extend the contract term through November 30, 2018, with a not to exceed contract amount of \$1,350,000 ("Amendment Four"), including a price adjustment of 3.1% as identified in the October 2017 CPI for Los Angeles area; and

WHEREAS, OCFA desires to exercise its final option to extend the term of the Agreement for an additional term of one year, and Firm agrees to such an extension, subject to the terms and provisions of this Amendment.

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

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1 <u>Contract Pricing</u>.

For the services rendered pursuant to this Agreement between December 1, 2018 and November 30, 2019, Intratek shall be compensated and reimbursed, in accordance with the terms set forth in the Pricing Schedule, attached hereto as Exhibit

"B," and incorporated herein by reference, in an amount not to exceed \$950,000. Mileage reimbursement will be limited to the current IRS mileage reimbursement rate. Any additional services required by OCFA, for a specific project, will performed under a separate purchase order contract with Intratek.

2. Section 4.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

4.4 <u>Term</u>.

Amendment Number Five of this contract shall commence on December 1, 2018 and continue for a period of one year, ending on November 30, 2019, unless earlier terminated or extended as provided herein.

3. <u>Pricing Schedule</u>. The amended and restated Pricing Schedule, Exhibit B, attached hereto and incorporated herein by reference, is hereby added to the Agreement and shall replace the existing Exhibit B. The annual contract pricing adjustment includes an increase of 3.5%, which is lower than the 3.9% September 2018 Consumer Price Index for Los Angeles area.

4. <u>Continuing Force and Effect</u>. Except as otherwise expressly set forth herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. <u>Corporate Authority</u>. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing this Amendment the parties hereto are formally bound to the provisions of this Amendment.

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

[Signatures on Next Page]

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date:_____

Ву:_____

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

APPROVED AS TO FORM. By: Joure Lough DAVID E. KENDIG GENERAL COUNSEL Date: 10/17/18 ATTEST:

Sherry A.F. Wentz Clerk of the Board

"FIRM"

INTRATEK

Date: 10/10/2018

c By:

Paul Ramezani, Vice-President

EXHIBIT B

PRICING SCHEDULE

Effective December 1, 2018





Page 1 of 3 Orange County Fire Authority Standard Rates

1.035 CY6 Rates 01 Dec 2018 through 30 Nov 2019 PROPOSED

	Ĩ		Bill Rate Ra			ange		
	Bi	ll Rate	Low			High		
GIS Analyst	\$	66.16	\$ 59.29	to	\$	94.40		
GIS Analyst	\$	66.16	\$ 59.29	to	\$	94.40		
GIS Specialist	\$	58.91	\$ 31.83	to	\$	66.84		
Sr. GIS Technician	\$	44.01	\$ 31.83	to	\$	53.19		
GIS Technician	\$	38.75	\$ 27.68	to	\$	43.70		
Desktop Support Specialist	\$	41.39	\$ 31.23	to	\$	43.55		
Sr. Desktop Support Specialist	\$	48.45	\$ 40.32	to	\$	57.97		
Sr. Desktop Support Specialist II	\$	58.08	\$ 44.35	to	\$	61.85		
Sr. Desktop Support Specialist	\$	55.24	\$ 40.32	to	\$	57.97		

Notes

- 1. Includes CPI increase of 3.9% verfied by the Bureau of Labor Statistics dated 13 Sept 2018
- 2. CPI increase adjusted to 3.5% in accordance with details included in our Best and Final Offer
- 3. Rates reviewed and approved by OCFA Procurment (Date Pending)
- 4. Mileage will be reimbursed at the current calendar year IRS rate
- 5. Actual pay rates shall remain confidential





Page 2 of 3 Orange County Fire Authority Overtime Rates

1.035 CY6 Rates 01 Dec 2018 through 30 Nov 2019 PROPOSED

	y		OT Bill	Rate Range
	STD Bill	OT BILL	Low	High
GIS Analyst	\$ 66.1	6 \$ 86.00	\$ 77.08	to \$ 122.71
GIS Analyst	\$ 66.1	6 \$ 86.00	\$ 77.08	to \$ 122.71
GIS Specialist	\$ 58.9	1 \$ 76.58	\$ 68.46	to \$ 86.89
Sr. GIS Technician	\$ 44.0	1 \$ 57.21	\$ 41.38	to \$ 69.14
GIS Technician	\$ 38.7	5 \$ 50.37	\$ 35.98	to \$ 56.81
Desktop Support Specialist	\$ 41.3	9 \$ 53.81	\$ 40.60	to \$ 56.61
Sr. Desktop Support Specialist	\$ 48.4	5 \$ 62.99	\$ 52.42	to \$ 75.37
Sr. Desktop Support Specialist II	\$ 58.0	8 \$ 75.50	\$ 57.66	to \$ 80.41
Sr. Desktop Support Specialist	\$ 55.2	4 \$ 71.81	\$ 52.42	to \$ 75.37

Notes

1. Overtime pay rates calculated at 1.50 per State of CA Department of Industrial Relations

2. Overtime bill rates discounted and billed at 1.30 per Cost Proposal





Page 3 of 3 Orange County Fire Authority Doubletime Rates

1.035 CY6 Rates 01 Dec 2018 through 30 Nov 2018 PROPOSED

			DT Bill	Rate Range
	STD Bill	DT BILL	Low	High
GIS Analyst	\$ 66.	16 \$ 115.77	\$ 103.76	to \$165.19
GIS Analyst	\$ 66.	16 \$ 115.77	\$ 103.76	to \$ 165.19
GIS Specialist	\$ 58.9	91 \$ 103.09	\$ 92.20	to \$ 116.96
Sr. GIS Technician	\$ 44.0	01 \$ 77.01	\$ 55.70	to \$ 93.08
GIS Technician	\$ 38.	75 \$ 67.81	\$ 48.44	to \$ 76.48
Desktop Support Specialist	\$ 41.3	39 \$ 72.44	\$ 54.65	to \$ 76.21
Sr. Desktop Support Specialist	\$ 48.4	45 \$ 84.79	\$ 70.56	to \$ 101.46
Sr. Desktop Support Specialist II	\$ 58.0	08 \$ 101.63	\$ 77.61	to \$ 108.24
Sr. Desktop Support Specialist	\$ 55.2	24 \$ 96.67	\$ 70.56	to \$ 101.46

Notes

1. Doubletime pay rates calculated at 2.0 per State of CA Department of Industrial Relations

- 2. Doubletime bill rates discounted and billed at 1.75
- 3. Doubletime rates requested by OCFA per meeting on 27 May 2015
- 4. Doubletime rates were not inclusive in original RFP instructions

ORANGE COUNTY FIRE AUTHORITY AMENDMENT NUMBER FOUR TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NUMBER FOUR TO PROFESSIONAL SERVICES ("Amendment") is made and entered into this 22 day of November 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Intratek Computer Inc, a California Corporation, hereinafter referred to as "Intratek or Firm".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on the 21st day of November, 2013, for IT contract staffing services ("Agreement"), which is incorporated herein by this reference; and

WHEREAS, OCFA and the Firm amended the Agreement on November 25, 2014 to extend the contract term through November 30, 2015, and increase the contract in a not to exceed amount of \$1,530,000 ("Amendment One"); and

WHEREAS, OCFA and the Firm amended the Agreement on November 30, 2015 to extend the contract term through November 30, 2016 for the revised not to exceed amount of \$1,350,000 ("Amendment Two"), including a price adjustment of 1% as identified in the October 2015 Consumer Price Index for Los Angeles area; and

WHEREAS, OCFA and the Firm amended the Agreement on November 7, 2016 to extend the contract term through November 30, 2017 for the revised not to exceed amount of \$1,350,000 ("Amendment Three"), including a price adjustment of 2.2% as identified in the October 2016 Consumer Price Index for Los Angeles area; and

WHEREAS, OCFA desires to exercise its final option to extend the term of the Agreement for an additional term of one year, and Firm agrees to such an extension, subject to the terms and provisions of this Amendment.

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

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1 Contract Pricing.

For the services rendered pursuant to this Agreement between December 1, 2017 and November 30, 2018, Intratek shall be compensated and reimbursed, in accordance with the terms set forth in the Pricing Schedule, attached hereto as Exhibit "B," and incorporated herein by reference, in an amount not to exceed \$1,350,000. Mileage reimbursement will be limited to the current IRS mileage reimbursement rate. Any additional services required by OCFA, for a specific project, will performed under a separate purchase order contract with Intratek.

1

2. Section 4.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

4.4 <u>Term</u>.

Amendment Number Four of this contract shall commence on December 1, 2017 and continue for a period of one year, ending on November 30, 2018, unless earlier terminated or extended as provided herein.

3. <u>Pricing Schedule</u>. The amended and restated Pricing Schedule, Exhibit B, attached hereto and incorporated herein by reference, is hereby added to the Agreement and shall replace the existing Exhibit B. The contract pricing provided was adjusted by 3.1% as identified in the October 2017 Consumer Price Index for Los Angeles area.

4. <u>Continuing Force and Effect</u>. Except as otherwise expressly set forth herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. <u>Corporate Authority</u>. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing this Amendment the parties hereto are formally bound to the provisions of this Amendment.

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: 11/22/17

bbn Cas

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

"FIRM"

INTRATEK

Date

By:

Paul Ramezani, Vice President

EXHIBIT B

PRICING SCHEDULE

Effective December 1, 2017

1050553.1





Page 1 of 3 Orange County Fire Authority Standard Rates

1.031 **Proposed CY5 Rates 01 Dec 2017** through 30 Nov 2018

	Bill Rate Rang	e
Bill Rate	Low	High
\$ 63.92	\$ 59.29 to	\$ 88.64
\$ 63.92	\$ 59.29 to	\$ 88.64
\$ 56.92	\$ 31.83 to	\$ 51.49
\$ 42.53	\$ 31.83 to	\$ 49.94
\$ 37.44	\$ 27.68 to	\$ 41.03
\$ 39.99	\$ 31.23 to	\$ 40.89
\$ 53.37	\$ 40.32 to	\$ 54.44
\$ 56.11	\$ 44.35 to	\$ 58.08
\$ 51.71	\$ 40.32 to	\$ 54.44
	 \$ 63.92 \$ 63.92 \$ 56.92 \$ 42.53 \$ 37.44 \$ 39.99 \$ 53.37 \$ 56.11 	\$ 63.92 \$ 59.29 to \$ 63.92 \$ 59.29 to \$ 56.92 \$ 59.29 to \$ 56.92 \$ 59.29 to \$ 56.92 \$ 31.83 to \$ 42.53 \$ 31.83 to \$ 37.44 \$ 27.68 to \$ 39.99 \$ 31.23 to \$ 53.37 \$ 40.32 to \$ 56.11 \$ 44.35 to

Notes

- 1. Includes CPI increase of 3.1% verfied by the Bureau of Labor Statistics
- 2. Added CPI to the high bill rate range (line item 18, 30)
- 3. Line item 18 to be addressed
- 4. Mileage will be reimbursd at the current calendar year IRS rate
- 5. Actual pay and bill rates shall remain confidential



Page 2 of 3

Orange County Fire Authority

Overtime Rates

1.031 Proposed CY5 Rates 01 Dec 2017 through 30 Nov 2018



					OT Bill Rate Range				
		STD Bill		OT BILL		Low			High
GIS Analyst	\$	63.92	\$	83.09	\$	77.08	to	\$	115.23
GIS Analyst	\$	63.92	\$	83.09	\$	77.08	to	\$	115.23
GIS Speciliast	\$	56.92	\$	74.00	\$	68.46	to	\$	101.59
Sr. GIS Technician	\$	42.53	\$	55.28	\$	41.38	to	\$	64.92
GIS Technician	\$	37.44	\$	48.67	\$	35.98	to	\$	53.34
Desktop Support Specialist	\$	39.99	\$	51.99	\$	40.60	to	\$	53.16
Sr. Desktop Support Specialist	\$	53.37	\$	69.38	\$	52.42	to	\$	70.77
Sr. Desktop Support Specialist II	\$	56.11	\$	72.94	\$	57.66	to	\$	75.50
Sr. Desktop Support Specialist	\$	53.37	\$	69.38	\$	52.42	to	\$	70.77

Notes

1. Overtime pay rates calculated at 1.50 per State of CA Department of Industrial Relations

2. Overtime bill rates discounted and billed at 1.30 per Cost Proposal



Page 3 of 3

Orange County Fire Authority

Doubletime Rates

1.031 Proposed CY5 Rates 01 Dec 2017 through 30 Nov 2018



	9		DT Bill Rate	Range
	STD Bill	DT BILL	Low	High
GIS Analyst	\$ 63.92	2 \$ 111.86	\$ 103.76 to	\$ 155.11
GIS Analyst	\$ 63.92	2 \$ 111.86	\$ 103.76 to	\$ 155.11
GIS Speciliast	\$ 56.92	2 \$ 99.61	\$ 92.20 to	\$ 136.92
Sr. GIS Technician	\$ 42.53	3 \$ 74.42	\$ 55.70 to	\$ 87.40
GIS Technician	\$ 37.44	\$ 65.52	\$ 48.44 to	\$ 71.81
Desktop Support Specialist	\$ 39.99	9 \$ 69.99	\$ 54.65 to	\$ 71.56
Sr. Desktop Support Specialist	\$ 53.3	7 \$ 93.40	\$ 70.56 to	\$ 95.26
Sr. Desktop Support Specialist II	\$ 56.13	L \$ 98.19	\$ 77.61 to	\$ 101.63
Sr. Desktop Support Specialist	\$ 53.3	7 \$ 93.40	\$ 70.56 to	\$ 95.27

Notes

1. Doubletime pay rates calculated at 2.0 per State of CA Department of Industrial Relations

- 2. Doubletime bill rates discounted and billed at 1.75
- 3. Doubletime rates requested by Joel Brodowski and Jim Ruane per meeting on 27 May 2015
- 4. Doubletime rates were not inclusive in original RFP instructions

Intratek Computer Inc. Technology Professional Services

Blanket Order B01480-4 Attachment A

Contract Term: 12/1/17 – 11/30/18

Job Position (Current Positions)	Low Bill Rate (hourly)	High Bill Rate (hourly)
Sr. Desktop & Mobile Computing Specialist (2)	\$40.32	\$54.44
Sr. Desktop & Mobile Computing Specialist II* (1)	\$44.35	\$58.08
GIS Analyst (2)	\$59.29	\$88.64
Sr. GIS Technician (1)	\$31.83	\$49.94
GIS Technician (1)	\$27.68	\$41.03
GIS Specialist (1) added effective 2-1-17	\$31.23	\$40.89
Desktop Support Specialist (1)	\$31.23	\$40.89
Total 9 FTEs		
Job Position (Positions not currently filled)	Low Bill Rate (hourly)	High Bill Rate (hourly)
Inventory Specialist	\$28.46	\$35.58
Radio Communication Specialist/Installer or Equivalent	\$35.18	\$44.68
Senior Radio Communication Specialist or Equivalent	\$67.21	\$97.44
Junior Network Engineer or Equivalent	\$36.36	\$46.19
Network Engineer or Equivalent	\$56.92	\$79.70
Network Engineer I*	\$51.23	\$71.73
Information Technology Systems Analyst or Equivalent	\$55.34	\$71.94
Senior Information Technology Systems Analyst or Equivalent	\$63.26	\$94.87
Database Administrator or Equivalent	\$59.29	\$77.08
Project Analyst – Design & Specification Documentation or Equivalent	\$56.92	\$74.00
Project Manager or Equivalent	\$79.06	\$102.77
SharePoint Technical Analyst/Architect or Equivalent	\$86.96	\$139.15
Technical Writer or Equivalent	\$47.43	\$64.04
Information Technology Developer/Programmer	\$65.62	\$88.59
Senior IT Systems Analyst/Programmer or Equivalent	\$75.11	\$97.64
Web Content Developer or Equivalent	\$47.43	\$66.41
GIS Technician, Senior*	\$31.83	\$48.44
GIS Specialist**	\$31.23	\$40.89
GIS Analyst or Equivalent	\$59.29	\$85.97
GIS Project Manager or Equivalent	\$79.06	\$110.69

Contract increased by CPI of 3.1% effective December 1, 2017

*New positions added June 17, 2015

Radio Communications Specialist II, Sr. Desktop Support Specialist II, Sr. GIS Technician, Network Engineer I

**New position added October 22, 2015

GIS Specialist - promotions effective November 1, 2015

Created 11/22/17

ORANGE COUNTY FIRE AUTHORITY AMENDMENT NUMBER THREE TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NUMBER THREE TO PROFESSIONAL SERVICES ("Amendment") is made and entered into this <u>7</u>th day of November 2016, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Intratek Computer Inc, a California Corporation, hereinafter referred to as "Intratek or Firm".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on the 21st day of November, 2013, for IT contract staffing services ("Agreement"), which is incorporated herein by this reference; and

WHEREAS, OCFA and the Firm amended the Agreement on November 25, 2014 to extend the contract term through November 30, 2015, and increase the contract in a not to exceed amount of \$1,530,000 ("Amendment One"); and

WHEREAS, OCFA and the Firm amended the Agreement on November 30, 2015 to extend the contract term through November 30, 2016 for the revised not to exceed amount of \$1,350,000 ("Amendment Two"), including a price adjustment of 1% as identified in the October 2015 Consumer Price Index for Los Angeles area; and

WHEREAS, OCFA desires to exercise its option to extend the term of the Agreement for an additional term of one year, and Firm agrees to such an extension, subject to the terms and provisions of this Amendment.

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

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1 <u>Contract Pricing</u>.

For the services rendered pursuant to this Agreement between December 1, 2016 and November 30, 2017, Intratek shall be compensated and reimbursed, in accordance with the terms set forth in the Pricing Schedule, attached hereto as Exhibit "B," and incorporated herein by reference, in an amount not to exceed \$1,350,000. Mileage reimbursement will be limited to the current IRS mileage reimbursement rate. Any additional services required by OCFA, for a specific project, will performed under a separate purchase order contract with Intratek.

2. Section 4.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

4.4 <u>Term</u>.

Amendment Number Three of this contract shall commence on December 1, 2016 and continue for a period of one year, ending on November 30, 2017, unless earlier terminated or extended as provided herein. OCFA shall have the sole option to extend this Agreement for one (1) additional period of one (1) year after the expiration of the fourth one-year term of this Agreement.

3. <u>Pricing Schedule</u>. The amended and restated Pricing Schedule, Exhibit B, attached hereto and incorporated herein by reference, is hereby added to the Agreement and shall replace the existing Exhibit B. The contract pricing provided was adjusted by 2.2% as identified in the October 2016 Consumer Price Index for Los Angeles area.

4. <u>Continuing Force and Effect</u>. Except as otherwise expressly set forth herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. <u>Corporate Authority</u>. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing this Amendment the parties hereto are formally bound to the provisions of this Amendment.

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: 12/7/10

By: Dettie Casper

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

"FIRM"

INTRATEK

Date: 12

Paul Ramezani, Vice President By:

Paul Ramezani, Vice President

EXHIBIT B

PRICING SCHEDULE

Effective December 1, 2016





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Orange County Fire Authority

2016/17 Pay & Bill Rate Schedule - Effective 01 December 2016 (Proposed)

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					Bill R	late Range
	Actual Pay		Effective Pay	Bill Rate	Low	High
GIS Analyst	\$ 37.08	\$ 77,128.11	\$ 41.20	\$ 62.00	\$ 59.29	to \$ 87.86
GIS Analyst	\$ 37.08	\$ 77,128.11	\$ 41.20	\$ 62.00	\$ 59.29	to \$ 87.86
Sr. GIS Technician	\$ 25.12	\$ 52,240.24	\$ 27.91	\$ 41.99	\$ 31.83	to \$ 49.51
Sr. GIS Technician	\$ 24.45	\$ 50,846.64	\$ 27.16	\$ 40.87	\$ 31.83	to \$ 49.51
GIS Technician	\$ 21.53	\$ 44,779.95	\$ 23.92	\$ 36.00	\$ 27.68	to \$ 40.68
Radio Communications Specialist II	\$ 29.91	\$ 62,222.37	\$ 33.24	\$ 50.02	\$ 38.70	to \$ 50.23
Desktop Support Specialist	\$ 23.00	\$ 47,829.60	\$ 25.55	\$ 38.45	\$ 31.23	to \$ 40.53
Sr. Desktop Support Specialist	\$ 30.69	\$ 63,836.57	\$ 34.10	\$ 51.31	\$ 40.32	to \$ 52.34
Sr. Desktop Support Specialist II	\$ 32.26	\$ 67,110.24	\$ 35.85	\$ 53.95	\$ 44.35	to \$ 57.57
Sr. Desktop Support Specialist	\$ 30.69	\$ 63,836.57	\$ 34.10	\$ 51.31	\$ 40.32	to \$ 52.34
Network Engineer I	\$ 35.19	\$ 73,189.92	\$ 39.10	\$ 58.83	\$ 51.23	to \$ 73.31
Network Engineer I	\$ 35.19	\$ 73,189.92	\$ 39.10	\$ 58.83	\$ 51.23	to \$ 73.31
Network Engineer I	\$ 34.00	\$ 70,718.09	\$ 37.78	\$ 56.85	\$ 51.23	to \$ 73.31
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Notes

1.-Pay/Bill Rate adjustments per J Brodowski email dated 21 July 2016

2. D Chan labor category reclassified from GIS Specialist to GIS Analyst compliant with BO1480-2 Attachment A 20 Nov 2015

3. B Christensen labor category reclassified from GIS Specialist to GIS Analyst compliant with BO1480-2 Attachment A 20 Nov 2015

4. T Hendrickson labor category reclassified from GIS Technician to Sr. GIS Technician compliant with BO1480-2 Attachment A 20 Nov 2015

5. L Huyhn labor category reclassified from GIS Technician to Sr. GIS Technician compliant with BO1480-2 Attachment A 20 Nov 2015

6. J Navarrete labor category revised from Inventory Specialist to Desktop Support Specialist compliant with BO1480-2 Attachment A 20 Nov 2015

7. Includes CPI increase of 2.2% 11-30-16 verified by Purchasing staff - added to the bill rate high range - all fall within the limits

8. Mileage will be reimbursed at the current calendar year IRS rate





Orange County Fire Authority 2015/16 Pay & Bill Rate Schedule - Overtime

					OT B	ill Rate F	Range	
	S	TD BIII	AL COL	OT BILL	Low			High
GIS Analyst	\$	62.00	\$	80.60	\$ 77.08	to	\$	114.22
GIS Analyst	\$	62.00	\$	80.60	\$ 77.08	to	\$	114.22
Sr. GIS Technician	\$	41.99	\$	54.59	\$ 41.38	to	\$	64.36
Sr. GIS Technician	\$	40.87	\$	53.13	\$ 41.38	to	\$	64.36
GIS Technician	\$	36.00	\$	46.79	\$ 35.98	to	\$	52.88
Radio Communications Specialist II	\$	50.02	\$	65.02	\$ 50.31	to	\$	65.30
Desktop Support Specialist	\$	38.45	\$	49.98	\$ 40.60	to	\$	52.69
Sr. Desktop Support Specialist	\$	51.31	\$	66.71	\$ 52.42	to	\$	68.04
Sr. Desktop Support Specialist II	\$	53.95	\$	70.13	\$ 57.66	to	\$	74.84
Sr. Desktop Support Specialist	\$	51.31	\$	66.71	\$ 52.42	to	\$	68.04
Network Engineer I	\$	58.83	\$	76.48	\$ 66.60	to	\$	95.30
Network Engineer I	\$	58.83	\$	76.48	\$ 66.60	to	\$	95.30
Network Engineer I	\$	56.85	\$	73.90	\$ 66.60	to	\$	95.30

Notes

1. Overtime pay rates calculated at 1.50 per State of CA Department of Industrial Relations

2. Overtime bill rates discounted and billed at 1.30 per Cost Proposal





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Orange County Fire Authority 2015/16 Pay & Bill Rate Schedule - Doubletime

				DT Bill Rate Range			tange	
		TD BIII		DT BILL		Low		High
GIS Analyst	\$	62.00	\$	108.50	\$	103.76	to	\$ 153.76
GIS Analyst	\$	62.00	\$	108.50	\$	103.76	to	\$ 153.76
Sr. GIS Technician	\$	41.99	\$	73.49	\$	55.70	to	\$ 86.63
Sr. GIS Technician	\$	40.87	\$	71.53	\$	55.70	to	\$ 86.63
GIS Technician	\$	36.00	\$	62.99	\$	48.44	to	\$ 71.18
Radio Communications Specialist II	\$	50.02	\$	87.53	\$	67.73	to	\$ 87.90
Desktop Support Specialist	\$	38.45	\$	67.28	\$	54.65	to	\$ 70.93
Sr. Desktop Support Specialist	\$	51.31	\$	89.80	\$	70.56	to	\$ 91.59
Sr. Desktop Support Specialist II	\$	53.95	\$	94.40	\$	77.61	to	\$ 100.75
Sr. Desktop Support Specialist	\$	51.31	\$	89.80	\$	70.56	to	\$ 91.59
Network Engineer I	\$	58.83	\$	102.96	\$	89.65	to	\$ 128.29
Network Engineer I	\$	58.83	\$	102.96	\$	89.65	to	\$ 128.29
Network Engineer I	\$	56.85	\$	99.48	\$	89.65	to	\$ 128.29

Notes

1. Doubletime pay rates calculated at 2.0 per State of CA Department of Industrial Relations

2. Doubletime bill rates discounted and billed at 1.75

3. Doubletime rates requested by Joel Brodowski and Jim Ruane per meeting on 27 May 2015

4. Doubletime rates were not inclusive in original RFP instructions

ORANGE COUNTY FIRE AUTHORITY AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES ("Amendment") is made and entered into this 30th day of November 2015, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Intratek Computer Inc, a California Corporation, hereinafter referred to as "Intratek or Firm".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on the 21st day of November, 2013, for IT contract staffing services ("Agreement"), which is incorporated herein by this reference; and

WHEREAS, OCFA and the Firm amended the Agreement on November 25, 2014 to extend the contract term through November 30, 2015, and increase the contract amount to a not to exceed amount of \$1,530,000 ("Amendment One"); and

WHEREAS, OCFA desires to exercise its option to extend the term of the Agreement for an additional term of one year, and Firm agrees to such an extension, subject to the terms and provisions of this Amendment.

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

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1 <u>Contract Pricing</u>.

For the services rendered pursuant to this Agreement between December 1, 2015 and November 30, 2016, Intratek shall be compensated and reimbursed, in accordance with the terms set forth in the Pricing Schedule, attached hereto as Exhibit "B," and incorporated herein by reference, in an amount not to exceed \$1,350,000. Any additional services required by OCFA, for a specific project, will performed under a separate purchase order contract with Intratek.

2. Section 4.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

4.4 <u>Term</u>.

This Agreement shall commence on December 1, 2013 and continue for a period of three years, ending on November 30, 2016, unless earlier terminated or extended as provided herein. OCFA shall have the sole option to extend this Agreement for two (2) additional periods of one (1) year after the expiration of the initial three-year term of this Agreement.

3. <u>Pricing Schedule</u>. The amended and restated Pricing Schedule, Exhibit B, attached hereto and incorporated herein by reference, is hereby added to the Agreement and shall replace the existing Exhibit B. The contract pricing provided was adjusted by 1% as identified in the October 2015 Consumer Price Index for Los Angeles area.

4. <u>Continuing Force and Effect</u>. Except as otherwise expressly set forth herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. <u>Corporate Authority</u>. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing this Amendment the parties hereto are formally bound to the provisions of this Amendment.

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: 11/3015

Deblie Casoe Bv:

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

"FIRM"

INTRATEK

Date: 11 23 15

By: Paul Ramezani, Vice President

EXHIBIT B

PRICING SCHEDULE

Effective December 1, 2015





Orange County Fire Authority

2015/16 Pay & Bill Rate Schedule - Effective 01 December 2015

											Bill	Rate Ra	nge	
	Actual	Pay	A	nnual Pay	Effec	tive Pay	c	Y3 Bill	CY3 Est. Annual Billing		Low			High
GIS Specialist	\$	36.11	\$	75,103.60	\$	40.12	\$	60.37	125,571.22	\$	49.45	to	\$	60.87
GIS Specialist	\$	36.11	\$	75,103.60	\$	40.12	\$	60.37	125,571.22	\$	49.45	to	Ş	60.87
GIS Technician	\$	23.45	\$	48,780.58	\$	26.06	\$	39.21	81,559.82	\$	27.68	to	\$	39.14
GIS Technician	\$	23.45	\$	48,780.58	\$	26.06	\$	39.21	81,559.82	\$	27.68	to	\$	39.14
GIS Technician	\$	19.51	\$	40,587.46	\$	21.68	\$	32.63	67,861.14	\$	27.68	to	\$	38.75
Radio Communications Specialist II	\$	28.47	\$	59,221.55	\$	31.64	\$	47.60	99,016.86	\$	38.70	to	\$	49.15
Inventory Specialist	\$	20.71	\$	43,066.40	\$	23.01	\$	34.62	72,005.87	\$	28.46	to	\$	35.58
Sr. Desktop Support Specialist	\$	30.03	\$	62,456.78	\$	33.36	\$	50.20	104,426.08	\$	40.32	to	\$	51.21
Sr. Desktop Support Specialist II	\$	31.57	\$	65,671.01	\$	35.08	\$	52.79	109,800.17	\$	44.35	to	\$	56.33
Sr. Desktop Support Specialist	\$	30.03	\$	62,456.78	\$	33.36	\$	50.20	104,426.08	\$	40.32	to	\$	51.21
Network Engineer I	\$	33.24	\$	69,137.33	\$	36.93	\$	55.57	115,595.77	\$	51.23	to	\$	71.73
Network Engineer I	\$	33.24	\$	69,137.33	\$	36.93	\$	55.57	115,595.77	\$	51.23	to	\$	71.73
Network Engineer I	\$	31.94	\$	66,427.30	\$	35.48	\$	53.40	111,064.67	\$	51.23	to	\$	71.73
					Contrac	t Total at l	Nev	v Rates	1,314,054.48	1999	241424	92 <u>1</u> -		11 124

Notes

Adjustments to CY3 rates based on the following justifications:

1. CPI Adjustment 1% based on October 2015 US Bureau of Labor & Statistics Report for the Los Angeles Area

2. Bill Rate Range with values highlighted in red are adjusted per CPI

3. All Intratek employees assigned to this contract are non-exempt

4. Contract total is amended to reflect current staffing level. Per Purchasing discussion w/Joel Brodowski, new BO amount \$1,350,000





Orange County Fire Authority

2015/16 Pay & Bill Rate Schedule - Overtime

				OT Bill Rate Range			
	57	STD Bill	OT BILL	Low			High
GIS Specialist	\$	60.37	\$ 78.48	\$ 64.29	to	\$	79.13
GIS Specialist	\$	60.37	\$ 78.48	\$ 64.29	to	\$	79.13
GIS Technician	\$	39.21	\$ 50.97	\$ 35.98	to	\$	50.88
GIS Technician	\$	39.21	\$ 50.97	\$ 35.98	to	\$	50.88
GIS Technician	\$	32.63	\$ 42.42	\$ 35.98	to	\$	50.38
Radio Communications Specialist II	\$	47.60	\$ 61.88	\$ 50.31	to	\$	63.90
Inventory Specialist	\$	34.62	\$ 45.01	\$ 37.00	to	\$	46.25
Sr. Desktop Support Specialist	\$	50.20	\$ 65.26	\$ 52.42	to	\$	66.57
Sr. Desktop Support Specialist II	\$	52.79	\$ 68.63	\$ 57.66	to	\$	73.23
Sr. Desktop Support Specialist	\$	50.20	\$ 65.26	\$ 52.42	to	\$	66.57
Network Engineer I	\$	55.57	\$ 72.24	\$ 66.60	to	\$	93.25
Network Engineer I	\$	55.57	\$ 72.24	\$ 66.60	to	\$	93.25
Network Engineer I	\$	53.40	\$ 69.42	\$ 66.60	to	\$	93.25

Notes

1. Overtime pay rates calculated at 1.50 per State of CA Department of Industrial Relations

2. Overtime bill rates discounted and billed at 1.30 per Cost Proposal





Orange County Fire Authority

2015/16 Pay & Bill Rate Schedule - Doubletime

			DT Bill Rate Range					
	STD Bill	DT BILL		Low		High		
GIS Specialist	\$ 60.37	\$ 105.65	\$	86.54	to	\$ 106.79		
GIS Specialist	\$ 60.37	\$ 105.65	\$	86.54	to	\$ 106.52		
GIS Technician	\$ 39.21	\$ 68.62	\$	48.44	to	\$ 68.49		
GIS Technician	\$ 39.21	\$ 68.62	\$	48.44	to	\$ 68.49		
GIS Technician	\$ 32.63	\$ 57.10	\$	48.44	to	\$ 67.81		
Radio Communications Specialist II	\$ 47.60	\$ 83.30	\$	67.73	to	\$ 86.01		
Inventory Specialist	\$ 34.62	\$ 60.59	\$	49.81	to	\$ 62.27		
Sr. Desktop Support Specialist	\$ 50.20	\$ 87.85	\$	70.56	to	\$ 89.62		
Sr. Desktop Support Specialist II	\$ 52.79	\$ 92.38	\$	77.61	to	\$ 98.58		
Sr. Desktop Support Specialist	\$ 50.20	\$ 87.85	\$	70.56	to	\$ 89.62		
Network Engineer I	\$ 55.57	\$ 97.25	\$	89.65	to	\$ 125.53		
Network Engineer I	\$ 55.57	\$ 97.25	\$	89.65	to	\$ 125.53		
Network Engineer I	\$ 53.40	\$ 93.45	\$	89.65	to	\$ 125.53		

Notes

1. Doubletime pay rates calculated at 2.0 per State of CA Department of Industrial Relations

2. Doubletime bill rates discounted and billed at 1.75

3. Doubletime rates requested by Joel Brodowski and Jim Ruane per meeting on 27 May 2015

4. Doubletime rates were not inclusive in original RFP instructions

ORANGE COUNTY FIRE AUTHORITY AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES ("Amendment") is made and entered into this <u>25</u> day of November 2014, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Intratek Computer Inc, a California Corporation, hereinafter referred to as "Intratek or Firm".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on the 21st day of November, 2013, for IT contract staffing services ("Agreement"), which is incorporated herein by this reference; and

WHEREAS, the term of the Agreement expires November 30, 2014; and

WHEREAS, OCFA desires to exercise its option to extend the term of the Agreement for an additional term of one year, and Firm agrees to such an extension, subject to the terms and provisions of this Amendment.

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

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1 <u>Contract Pricing</u>.

For the services rendered pursuant to this Agreement between December 1, 2014 and November 30, 2015, Intratek shall be compensated and reimbursed, in accordance with the terms set forth in the Pricing Schedule, attached hereto as Exhibit "B," and incorporated herein by reference, in an amount not to exceed \$1,530,000.

2. Section 4.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

4.4 <u>Term</u>.

This Agreement shall commence on December 1, 2013 and continue for a period of two years, ending on November 30, 2015, unless earlier terminated or extended as provided herein. OCFA shall have the sole option to extend this Agreement for three (3) additional periods of one (1) year after the expiration of the initial two-year term of this Agreement.

3. <u>Pricing Schedule</u>. The amended and restated Pricing Schedule, Exhibit B, attached hereto and incorporated herein by reference, is hereby added to the Agreement and shall replace the existing Exhibit B.

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4. <u>Continuing Force and Effect</u>. Except as otherwise expressly set forth herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. <u>Corporate Authority</u>. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing this Amendment the parties hereto are formally bound to the provisions of this Amendment.

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: 11/25/14

By: Dethie Caspen

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

"FIRM"

INTRATEK

Date: 25 November 2014

Bv:

Paul Ramezani, Vice President

EXHIBIT B

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PRICING SCHEDULE





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Orange County Fire Authority Contract Year No. 2 Bill Rates

Period of Performance: 01 Dec 2014 - 30 Nov 2015

								Contra	nct Bill	Rate
	Actua	l Pay		Effective F	Pay	CY1 Bill	CY2 Bill	Low		High
GIS Technician	\$	22.13	\$ 46,029.88	\$ 24	4.59	\$ 35.50	\$ 36.93	\$ 27.68	to	\$ 38.75
Sr. IT Analyst	\$	54.84	\$ 114,062.00	\$ 60	0.93	\$ 87.98	\$ 91.53	\$ 75.11	to	\$ 97.64
GIS Technician	\$	21.20	\$ 44,089.76	\$ 2:	3.55	\$ 34.01	\$ 35.38	\$ 27.68	to	\$ 38.75
Sr. Desktop Support Specialist	\$	29.73	\$ 61,828.00	\$ 3:	3.03	\$ 47.69	\$ 49.62	\$ 40.32	to	\$ 51.21
Desktop Support Specialist	\$	25.13	\$ 52,276.64	\$ 27	7.93	\$ 40.32	\$ 41.95	\$ 40.32	to	\$ 51.21
GIS Technician	\$	27.74	\$ 57,691.92	\$ 30	0.82	\$ 44.50	\$ 46.30	\$ 27.68	to	\$ 38.75
Communications Specialist	\$	28.19	\$ 58,630.00	\$ 3:	1.32	\$ 44.68	\$ 46.49	\$ 35.18	to	\$ 44.68
GIS Technician	\$	19.32	\$ 40,188.20	\$ 2:	1.47	\$ 31.00	\$ 32.25	\$ 27.68	to	\$ 38.75
GIS Technician	\$	19.32	\$ 40,188.20	\$ 21	1.47	\$ 31.00	\$ 32.25	\$ 27.68	to	\$ 38.75
GIS Technician	\$	19.32	\$ 40,188.20	\$ 2:	1.47	\$ 31.00	\$ 32.25	\$ 27.68	to	\$ 38.75
GIS Technician	\$	27.74	\$ 57,691.92	\$ 30	0.82	\$ 44.50	\$ 46.30	\$ 27.68	to	\$ 38.75
Inventory Specialist	\$	20.50	\$ 42,640.00	\$ 22	2.78	\$ 32.89	\$ 34.22	\$ 28.46	to	\$ 35.58
Sr. Desktop Support Specialist	\$	31.26	\$ 65,026.00	\$ 34	4.74	\$ 50.16	\$ 52.19	\$ 40.32	to	\$ 51.21
Network Engineer	\$	32.41	\$ 67,413.84	\$ 36	6.01	\$ 52.00	\$ 54.10	\$ 56.92		\$ 79.70
Network Engineer	\$	32.41	\$ 67,413.84	\$ 36	5.01	\$ 52.00	\$ 54.10	\$ 56.92		\$ 79.70
Sr. Desktop Support Specialist	\$	29.73	\$ 61,828.00	\$ 33	3.03	\$ 47.69	\$ 49.62	\$ 40.32	to	\$ 51.21

ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 21st day of November, 2013, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Intratek Computer Inc., a California Corporation, hereinafter referred to as "Intratek or Firm".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm for IT contract staffing services as requested in RFP DC1869, hereinafter referred to as "Project"; and

WHEREAS, Intratek has submitted to OCFA a proposal dated July 8, 2013, a copy of which is on file with the Clerk of the Board, and is incorporated herein by this reference; and

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

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

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

AGREEMENT

1. **PROFESSIONAL SERVICES**

1.1 <u>Scope of Services</u>.

In compliance with all terms and conditions of this Agreement, Intratek shall provide those services specified in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP #DC1869, dated June 4, 2013 ("RFP"); (2) Intratek's response to OCFA's RFP #DC1869 dated July 8, 2013; (3) All terms and conditions as set forth in this Agreement; and (4) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement shall govern. Any inconsistency between this Agreement and the above-referenced contract documents shall be resolved by applying the following order of precedence: (1) Any amandments, addendums, change orders, or modifications mutually agreed upon by the parties hereto; (2) OCFA's RFP #DC1869

dated June 4, 2013; and (3) Intratek's response to OCFA's RFP #DC1869 dated July 8, 2013. Intratek warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry.

1.2 <u>Compliance with Law</u>.

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Intratek shall indemnify and hold harmless OCFA from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against OCFA for, or on account of any liability under any of the above-mentioned laws, which may by incurred by reason of Intratek's performance under this Agreement.

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

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

1.6 Additional Services.

Intratek shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Intratek shall not be required to perform any additional services without compensation. Any increase above \$1,500,000 must be approved in writing by the Fire Chief upon approval from the Executive Committee.

2. <u>TIME FOR COMPLETION</u>

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

3. <u>COMPENSATION OF FIRM</u>

3.1 <u>Contract Pricing</u>.

For the services rendered pursuant to this Agreement, Intratek shall be compensated and reimbursed, in accordance with the terms set forth in the Pricing Schedule, attached hereto as Exhibit "B," and incorporated herein by reference, in an amount not to exceed \$1,500,000 per contract year.

3.2 Method of Payment.

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

3.3 Changes.

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

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

3.4 Appropriations.

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

4. <u>PERFORMANCE SCHEDULE</u>

4.1 <u>Time of Essence</u>.

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

4.2 <u>Schedule of Performance</u>.

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

4.3 <u>Force Majeure</u>.

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

4.4 <u>Term</u>.

This Agreement shall commence on December 1, 2013 and continue for a period of one year, ending on November 30, 2014, unless earlier terminated as provided herein or as otherwise agreed to in writing by the parties. OCFA shall have

the sole option to extend this agreement for four (4) additional periods of one (1) year after the expiration of the initial one year of this agreement.

5. <u>COORDINATION OF WORK</u>

5.1 <u>Representative of Intratek</u>.

The following Senior Account Executive of Intratek is hereby designated as being the representative and Account Manager of Intratek authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Jeffrey Hunter.

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

5.2 <u>Contract Officer</u>.

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

5.3 **Prohibition Against Assignment**.

The experience, knowledge, capability and reputation of Intratek, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Intratek shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

5.4 Independent Contractor.

It is understood and agreed that Intratek, including Intratek's employees, shall act and be independent contractor(s) and not agent(s) or employee(s) of OCFA, and that no relationship of employer-employee exists between the parties. Intratek's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue

to, or are payable to, OCFA employees, and Intratek shall so inform each employee who is hired or retained under this Agreement. OCFA is not required to make any deductions or withholdings from the compensation payable to Intratek under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of Intratek's assigned personnel. Intratek hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. Intratek hereby agrees to indemnify and hold OCFA harmless from any and all claims or liabilities that OCFA may incur arising from any contention by any third party, including, but not limited to, any employee of Intratek or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that OCFA is responsible for retirement or other benefits allegedly accruing to Intratek's assigned personnel.

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance.

Intratek shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Intratek's performance under this Agreement. Intratek shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed OCFA's certificate(s) signed by a person authorized to issue said cancellation. certificate(s), evidencing the foregoing and designating OCFA as an additional named insured for general liability and automobile Liability coverages shall be delivered to and approved by OCFA prior to commencement of the services hereunder. Insurance shall be of the type, in the amounts, and subject to the provisions set forth in Section III of RFP #DC1869, incorporated herein by reference. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Intratek's obligation to indemnify OCFA, its officers, officials, employees and agents.

6.2 Indemnification.

To the fullest extent permitted by law, Intratek shall defend (at Intratek's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify, and hold harmless OCFA, its officiers, officials, employees and agents (collectively, the "Indemnified Parties") from and against any and all third-party actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, arising out of or in any way connected with any negligent acts, errors, omissions, willful misconduct or fraud committed by Intratek, its

officers, employees or agents in performance of this Agreement, except for such loss as may arise from the sole negligence or willful misconduct of the Indemnified Parties.

Intratek's indemnification obligations under this Section 6.2 are contingent upon: (i) OCFA giving prompt written notice to Intratek of any claim under this Section (provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent, and only to the extent, that Intratek shall have been actually prejudiced as a result of such failure); and (ii) at Intratek's request and sole expense, OCFA cooperating in the investigation and defense of such claim(s). In any instance where Intratek defends a claim pursuant to its indemnification obligations, OCFA shall be entitled, but not obligated to, participate in (but not control) such defense and to retain its own counsel, at its own expense. Intratek shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of OCFA or imposes additional obligations on OCFA without the prior express written consent of OCFA.

7. <u>RECORDS AND REPORTS</u>

7.1 <u>Reports</u>.

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

7.2 Records.

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

7.3 Ownership of Documents.

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

7.4 Release of Documents.

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

8. ENFORCEMENT OF AGREEMENT

8.1 <u>California Law</u>.

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

8.2 <u>Waiver</u>.

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

8.3 <u>Rights and Remedies are Cumulative</u>.

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

8.4 Legal Action.

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

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

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Intratek, except that where

termination is due to the fault of Intratek and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Intratek shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Intratek shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

8.6 <u>Termination for Default</u>.

If OCFA determines that Intratek has failed to fulfill its obligations under this Agreement, it shall notify Intratek in writing of such default. Intratek shall have ten (10) days, or such longer period as the Contract Officer may designate, to cure the default by rendering satisfactory performance. In the event that Intratek fails to cure the default within such period of time, or if the default constitutes an immediate danger to health, safety or general welfare, then OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice. Upon termination pursuant to this Section 8.6, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and Intratek shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to Intratek for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees.

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 <u>Covenant Against Discrimination</u>.

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

10. MISCELLANEOUS PROVISIONS

10.1 <u>Confidentiality</u>.

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

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

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

10.2 <u>Notice</u>.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section. Orange County Fire Authority Attention: ______ 1 Fire Authority Road Irvine, CA 92602 WITH COPY TO: David E. Kendig, General Counsel Woodruff, Spradlin & Smart 555 Anton Blvd. Suite 1200 Costa Mesa, CA 92626

To Firm:

Intratek Computer, Inc. Attention: Kim Wheeler 9950 Irvine Center Drive Irvine, CA 92618

10.3 Integrated Agreement.

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

10.4 <u>Amendment</u>.

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

10.5 <u>Severability</u>.

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

10.6 Corporate Authority.

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

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

195/13 / / / Date: /

APPROVED AS TO FORM. By: DAVID E. KENDIG GENERAL COUNSEL Date: 3

By: Keith Richter, Fire Chief

ATTEST:

Shern A.F *lehtz* Clerk of the Board

"FIRM"

Intratek

Date: 11/12/13

B

Paul Ramezani *U* Vice President

EXHIBIT A

SCOPE OF SERVICES



July 8, 2013

Quotation No. 2013-0604

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

Dear Purchasing Manager:

Intratek is pleased to submit this proposal in response to Orange County Fire Authority's (OCFA) Request for Proposal (RFP) DC1869 for Information Technology Contract Staffing. We understand that while OCFA has an internal staff of IT, Communications, and Geographic Information Systems (GIS) professionals, additional technical staffing support is required. This support may include a range of technical needs, from high-priority and time-sensitive projects, to specialized technical services such as GIS data analysis and applications, to day-to-day support such as equipment installation, desktop service, and ongoing maintenance.

Intratek has more than 24 years of experience providing such technical support to government organizations similar to OCFA. We are not simply a staffing agency; we are a full service IT firm with the knowledge and expertise to rapidly transition, recruit, screen, deploy, and retain technical personnel. As a result, we are able to provide OCFA with highly qualified technical staff, as well as the support necessary for these staff to excel in their performance. Recent Intratek clients for whom we have provided IT professionals include County of Los Angeles, Fire Department; Southern California Regional Rail Authority; Superior Court of California, County of Orange; Orange County Transportation Authority; and various agencies throughout the County of Orange, to name a few.

Because of our deep understanding of information systems and technology, we are able to match each contracted employee with the specified technical requirements. Additionally, we will assign a dedicated recruiter to OCFA who will quickly become well-versed in OCFA's working environment. This pairing of technical skills and "soft" workplace competencies enables OCFA to secure the "right" fit the first time. Intratek then supports assigned staff with initial and ongoing training; an extensive pool of subject matter experts they can call at any time to brainstorm and troubleshoot projects as needed; and a superior benefits package. All of these supports help Intratek retain employees – including long-term placements – and ensure that employees remain current with technological advances in their areas of expertise.

Intratek is located in the heart of Orange County. With our corporate headquarters in Santa Ana, and our operations facility in Huntington Beach, we are familiar with the local staffing environment and availability of candidates and can have IT staff, including the Account/Program Manager, onsite in a matter of hours. Further, to provide the highest level of support for all of the technical categories requested by OCFA, we have secured NIIT Technologies to be part of our

team. NIIT is an Esri joint venture company, bringing GIS expertise to OCFA from a highlyrespected leader in the field.

Intratek currently possesses the insurance coverage required by OCFA's RFP DC1869 for Information Technology Contract Staffing; copies of our insurance certificates will be forwarded to OCFA upon notification of impending award. In addition, we currently hold all required licenses and permits to provide temporary personnel services within the State of California, as we have multiple current contracts providing similar services to government agencies in place. Finally, neither Intratek nor our subcontractor, NIIT Technologies, have been suspended or debarred from doing business with any government agency.

Intratek has fully read and understands the rules of RFP DC1869, and will comply with all terms and conditions of any resulting agreement. Our proposal does not contain any confidential information, and is valid and irrevocable for a period of 120 days from the date and time of submittal.

Should you have any questions or require additional information, please do not hesitate to contact me at (714) 892-0892 or via email at <u>pramezani@intrapc.com</u>.

Sincerely,

P. Romezoni

Paul Ramezani Vice President



RFP DC1869 Information Technology Contract Staffing

Introduction

Intratek is pleased to provide this Scope of Work (SOW) as a supplement to our Proposal in response to the Orange County Fire Authority's (OCFA) Request for Proposal DC1869 "Information Technology Contract Staffing". This SOW document demonstrates our proven ability to provide OCFA with Information Technology Contract Staffing, which has been derived from our 24 years of experience providing IT services and staffing to a broad spectrum of government agencies at the federal, state, and local levels. Specifically, we currently provide IT support for the Counties of Orange, Los Angeles, Riverside, and San Bernardino, as well as the County of Los Angeles Fire Department, Southern California Regional Rail Authority, City of Los Angeles Redevelopment Agency, Port of Los Angeles, and San Diego Housing Commission.

Intratek is a full service IT firm; providing IT services is the core of our business. Intratek has the technical and logistical knowledge, experience and skills needed to provide OCFA with qualified personnel and retain them for as long as they are needed. We know the field of IT and the complexities involved in recruiting, supporting, and managing IT professionals, and we are committed to helping OCFA achieve your business goals and objectives while remaining a constant source of support and encouragement.

Intratek understands that skilled, experienced IT professionals are needed to serve OCFA on both long-term and project-based assignments. Additionally, assigned personnel need to be supported by a firm with IT knowledge and experience, and the contract must be properly managed. Intratek is prepared to provide the personnel needed, as well as support them and OCFA for as long as needed. Our work plan includes:

- Beginning the project with a kickoff meeting to discuss objectives and finalize a plan for transitioning the services
- Dedicating an Account/Program Manager and Recruiter to OCFA to ensure the project is transitioned seamlessly and operates smoothly throughout contract duration
- Providing ongoing technical training and certification of assigned personnel, and
- Developing standard operating procedures (SOP) for each position

Approach & Strategy for Achieving OCFA's Goals

In order to fulfill OCFA's need for Information Technology Contract Staffing, Intratek will provide its expertise in the recruitment of technical support personnel for long-term and/or project-based assignments across six (6) areas defined in Section II, Scope of Work, of the solicitation.

Intratek has extensive experience providing technical staffing in all of the support areas required by OCFA and we will incorporate the knowledge gained and successful methodologies from our prior experience into our approach for OCFA.



SCOPE OF WORK

Upon notification of award, Intratek will take immediate actions to assume responsibility for all contracted functions and build a partnership with OCFA. Jeffrey Hunter, our Account/Program Manager, will coordinate kickoff meetings between OCFA management and all appropriate Intratek staff, as well as between the previous contractor and Intratek, to implement a smooth transition with minimal disruption to service. The goal of these meetings is to coordinate planning designed to smooth the transition of operations from the incumbent to Intratek, to facilitate the retention of incumbent personnel, and to eliminate disruption to OCFA operations during the transition period. Discussion topics during the kickoff meeting will include:

- Introduction of Intratek and OCFA representatives, provide contact information
- Definition of roles and responsibilities for both Intratek and OCFA
- Incumbent personnel to be transitioned
- Contract overview/background including OCFA's goals, objectives, and priorities
- Description of current operations, procedures, strengths, and deficiencies
- Establishment of a firm takeover date; discussion of transition activities
- OCFA rules, regulations, and procedures that assigned Intratek personnel will be required to follow
- Identification of security requirements Intratek personnel are required to adhere to, plus coordination of all actions needed to meet requirements
- Review of communication ground rules, establishing the frequency of meetings (daily, weekly, monthly) and methods of contact (email, teleconference, face-to-face meetings)
- Additional subjects OCFA management and/or contracting wishes to discuss, such as invoicing requirements

Transition Plan

A key component of Intratek's plan to fulfill the requirements of this contract is our plan to transition the incumbent personnel, which includes transition of their current salary, benefits and seniority, as well as generous sign-on bonuses. The transition will be accomplished prior to Intratek's takeover date, and all transition activities will be performed in a manner that will not affect the level of service provided to OCFA. Our past experience has shown that we have been effective at capturing all incumbent personnel desired by our customers, and we are confident in our ability to capture incumbent personnel desired by OCFA.

Immediately upon award notification, we would like for all employees to complete their employment paperwork to ensure all administrative matters are finalized prior to the contract start date. This will give us time to collect their bank account information for direct deposit of their paychecks and perform a "test run" prior to their first paycheck from us. If a test run is not completed, their first paycheck will be a paper check and the test run will be done at that time. We have the capability of transitioning all employees within a 24-hour period, but in an effort to keep disruptions to the employees to a minimum, we would like the opportunity to perform a test run prior to their conversion so their direct deposits are consistent.

The following table outlines the process Intratek will use to transition incumbent personnel.



SCOPE OF WORK

Step	Activity	Responsible Party(ies)
1	During kickoff meeting, obtain names and contact information of incumbent personnel to be transitioned	Account/Program Manager
2	Contact incumbent personnel and schedule meetings outside regular working hours	Account/Program Manager
3	Meet with incumbent personnel individually to obtain position, salary, benefits and seniority information; and provide employment application for completion	Account/Program Manager, Human Resources
4	Prepare and extend formal employment offers consistent with or higher than current salary, benefits and seniority, as well as offer sign-on bonuses	Human Resources
5	Upon acceptance of employment by incumbent personnel, provide health, dental and vision insurance enrollment forms; direct deposit enrollment form; employee handbook; etc.	Human Resources
6	Perform drug screening and background investigation on all personnel; if necessary	Human Resources
7	Conduct employee orientation: provide username and password to Intratek intranet and timecard site; training on Intratek policies and expectations; review of job-specific SOPs	Account/Program Manager, Human Resources
8	Formally transition personnel to Intratek employment	Human Resources
	Table 1. Incombant Development Transition Development	

 Table 1: Incumbent Personnel Transition Process

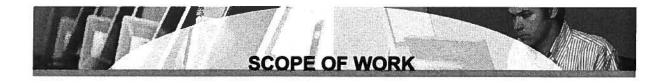
If OCFA is able to certify that all employees have recently passed a background investigation, we will not process a background investigation prior to employing them. We will, however, request they sign a form authorizing us to process a background investigation in the future at our discretion.

Recruitment

As an IT services and support firm, Intratek has the know-how and technical expertise to successfully recruit and support highly skilled technical professionals. Upon notification of an impending vacancy, we search our current staff for a qualified candidate. If we do not have an available employee to send to OCFA management for review, recruitment will commence immediately. When recruiting personnel to assign to OCFA, our recruiting department utilizes Intratek's standardized recruiting procedures to recruit and employ local, qualified personnel.

During this process our recruiters apply a number of advanced sourcing techniques such as phantom searches, cold calling, advanced search engine strings, and referrals. We also utilize our contracts with Dice.com and Monster.com to advertise positions and mine through the vast number of resumes. We also search resumes received through our corporate website, and utilize a variety of networking websites in our search for candidates. Furthermore, if there are particular individuals





OCFA would like to work with, we welcome and look forward to receiving such referrals. Please note, however, that we have the capability to target our recruiting, retention, training, and compensation programs to best support OCFA needs.

All personnel presented to OCFA will be thoroughly prescreened to ensure that they possess the knowledge, skills, and abilities to support OCFA. Our screening and reference checking process ensures all candidates are qualified for a requirement prior to placement. For each of our clients, our screening quality initiatives have been implemented to ensure consistent alignment of a candidate's abilities with the OCFA's staff augmentation needs.

An overview of our screening process is outlined below:

- **Requirement:** Information is gathered from OCFA about specific requirements and a Job Profile is created. The Job Profile helps Intratek determine if the candidate's qualifications match the position and the candidate's interest in the position
- Sourcing Strategy: A search is run in Intratek's personnel database for candidates whose skills and experience match the requirement. If a match is not found, recruiting begins immediately
- Candidate Identification and Telephone Screen: The Senior Recruiter will be responsible for sourcing several potential candidates and performing an initial screen to verify suitability for the position. During a telephone screen, specific requirements of the position are discussed with the candidate and performance expectations are outlined. As a policy, candidates are provided specific details of the position (rates, duration, location, etc.)
- Account Executive Review/Personal Interview: The Senior Recruiter will provide the Account/Program Manager with resumes of qualified candidates for review. Personal interviews will be scheduled with candidates that most closely match OCFA's needs
- Skills Review: Candidates undergo a comprehensive skills evaluation to validate their qualifications
- **Reference Checks:** A minimum of two (2) business reference checks are conducted with prior supervisors to verify each candidate's technical ability, professionalism and reliability
- Candidate Commitment: Prior to submittal to OCFA, the Senior Recruiter and Account/Program Manager will verify candidate commitment to OCFA's position. The candidate must grant Intratek permission to submit their resume prior to delivery to OCFA. The Account/Program Manager will provide OCFA with an agreed upon number of candidates whose resumes demonstrate the desired credentials and experience
- **Background Checks:** Intratek will arrange for criminal background checks to be conducted, utilizing the parameters set by OCFA

By using a structured screening process, Intratek can ensure OCFA has the "right" contractor in the "right" position. Since there is a proper match of contractor to requirement, hard savings are achieved through improved retention and less turnover. Furthermore, OCFA will have the opportunity to review resumes and interview each proposed candidate to gauge their suitability for the position and select the individual that best suits their needs. If necessary, OCFA may also request to review additional resumes of potential candidates.



SCOPE OF WORK

Benefits

We offer employees a comprehensive benefits package which includes health and dental insurance for the employee that is 100% covered by Intratek. Our Human Resources department reviews each plan for services, accessibility, and cost on an annual basis to ensure the best care and coverage is offered to our personnel. We offer several insurance plans for employees to select from based on their needs, and employees are provided with the opportunity to review their policies on a yearly basis to make any changes necessary. Table 2, *Overview of Benefits*, below provides a brief overview of some of the benefits offered to Intratek employees.

 Plan provided through Aetna Company will pay one hundred percent (100%) of the medi insurance premium for the employee 	ical
 Plan provided through Guardian Company will pay one hundred percent (100%) of the denta insurance premium for the employee 	al
• Allows employees to make contributions toward medical/do insurance on a pre-tax rather than an after-tax basis	ental
 Total of 26 days per year OCFA-observed holidays Remainder of paid days off may be used for vacation, s personal time off, etc. 	ick leave,
 Training and certification exams valued at approximately \$ year, per employee Annual technical trainings relevant to employee's assigned 	
 401k plan with 25% matching by the company Vision insurance Life insurance Five (5) days of paid jury duty Family medical leave Worker's compensational with 25% matching Wilitary leave Time off for voting Bereavement leave, et al. 	hildren
	 Company will pay one hundred percent (100%) of the median insurance premium for the employee Plan provided through Guardian Company will pay one hundred percent (100%) of the dentainsurance premium for the employee Allows employees to make contributions toward medical/d insurance on a pre-tax rather than an after-tax basis Total of 26 days per year OCFA-observed holidays Remainder of paid days off may be used for vacation, s personal time off, etc. Training and certification exams valued at approximately \$ year, per employee Annual technical trainings relevant to employee's assigned 401k plan with 25% matching by the company Wision insurance Time off for voting Life insurance

Training

Intratek's pledge to excellence is clearly illustrated by the company's dedication of building a company of people with exceptional creativity, expertise, and determination. Providing professional training and sponsoring employee attendance to our corporate and contract labor employees at industry seminars and workshops enable professional development and provide greater value to OCFA.

We continually offer our employees opportunities for continuing education and have established a partnership with QuickStart Intelligence, recognized as a 2012 Microsoft Partner of the Year. Training over 11,000 IT Professionals and Developers per year, QuickStart Intelligence is embraced by Microsoft as a leader in training courses such as Windows Server training, SQL





Server training, SharePoint Server training, Windows 7 training, Visual Studio training, and Lync Server training. QuickStart Intelligence has offices throughout the US with a local training campus in Irvine, CA. Intratek will partner with OCFA's IT management team to identify training requirements and best methods of delivery. Intratek proposes a training credit in the amount of \$2,000 per contract employee per calendar year with the following conditions:

- Intratek contract employee must be employed full time for a minimum of six (6) months to be eligible for training and prorated accordingly for the first year
- All eligible training credits must be utilized in the respective contract year and shall not be eligible for carry over into the following contract year



EXHIBIT B

PRICING SCHEDULE

Intratek Pricing Page

Job Position	Low Bill rate	High Bill rate
	Hourly	Hourly
Desktop & Mobile Computing Specialist or Equivalent	\$31.75	\$40.33
Sr. Desktop & Mobile Computing Specialist or Equivalent	\$40.99	\$52.06
Radio Communication Specialist / Installer or Equivalent	\$35.77	\$45.43
Senior Radio Communication Specialist or Equivalent	\$68.33	\$99.07
Inventory Specialist	\$28.94	\$36.17
Junior Network Engineer or Equivalent	\$36.97	\$46.96
Network Engineer or Equivalent	\$57.87	\$81.03
Information Technology Systems Analyst or Equivalent	\$56.26	\$73.14
Senior Information Technology Systems Analyst or Equivalent	\$64.31	\$96.45
Data Base Administrator or Equivalent	\$60.28	\$78.36
Project Analyst – Design & Specification Documentation or	657.07	675.24
Equivalent	\$57.87	\$75.24
Project Manager or Equivalent	\$80.38	\$104.49
SharePoint Technical Analyst / Architect or Equivalent	\$88.42	\$141.47
Technical Writer or Equivalent	\$48.23	\$65.11
Information Technology Developer / Programmer	\$66.72	\$90.07
Senior IT Systems Analyst/Programmer or Equivalent	\$76.36	\$99.27
Web Content Developer or Equivalent	\$48.23	\$67.52
GIS Technician or Equivalent	\$28.14	\$39.39
GIS Analyst or Equivalent	\$60.28	\$87.41
GIS Project Manager or Equivalent	\$80.38	\$112.54

Intratek Best & Final Pricing

*Intratek agreed to a discounted mark up rate for all incumbent personnel that successfully transition as well as any future candidates referred by OCFA who are successfully employed and assigned to OCFA. This discounted rate is valid for the for the first year (365 days) of the referred candidates employment.

Intratek agrees to limit the annual contract increase to 3.5% or the applicable CPI whichever is less.

	Low Bill	High Bill
Job Position	rate	rate
	Hourly	Hourly
Desktop & Mobile Computing Specialist or Equivalent	\$31.23	\$39.66
Sr. Desktop & Mobile Computing Specialist or Equivalent	\$40.32	\$51.21
Radio Communication Specialist / Installer or Equivalent	\$35.18	\$44.68
Senior Radio Communication Specialist or Equivalent	\$67.21	\$97.44
Inventory Specialist	\$28.46	\$35.58
Junior Network Engineer or Equivalent	\$36.36	\$46.19
Network Engineer or Equivalent	\$56.92	\$79.70
Information Technology Systems Analyst or Equivalent	\$55.34	\$71.94
Senior Information Technology Systems Analyst or Equivalent	\$63.26	\$94.87
Data Base Administrator or Equivalent	\$59.29	\$77.08
Project Analyst – Design & Specification Documentation or	\$56.92	\$74.00
Project Manager or Equivalent	\$79.06	\$102.77
SharePoint Technical Analyst / Architect or Equivalent	\$86.96	\$139.15
Technical Writer or Equivalent	\$47.43	\$64.04
Information Technology Developer / Programmer	\$65.62	\$88.59
Senior IT Systems Analyst/Programmer or Equivalent	\$75.11	\$97.64
Web Content Developer or Equivalent	\$47.43	\$66.41
GIS Technician or Equivalent	\$27.68	\$38.75
GIS Analyst or Equivalent	\$59.29	\$85.97
GIS Project Manager or Equivalent	\$79.06	\$110.69



Orange County Fire Authority AGENDA STAFF REPORT

Executive Committee Meeting October 25, 2018 Agenda Item No. 3D Consent Calendar

Award of Bid RO2309 – Helicopter Radio Upgrades

Contact(s) for Further Information

Dave Anderson, Deputy Chief	daveanderson@ocfa.org	714.573.6006
Emergency Operations Bureau		
Joel Brodowski, IT Manager	joelbrodowski@ocfa.org	714.573.6421
Logistics Department		

Summary

This item is submitted for the approval to enter into an agreement with Hangar One Avionics, Inc., for the purchase and installation of P25 compatible multi-band radios in the four OCFA helicopters (two Bell 412EP helicopters and two Bell UH-1 helicopters).

Prior Board/Committee Action(s)

Not Applicable

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Hangar One Avionics, Inc. in the amount of \$366,193 for the purchase and installation of P25 compatible multi-band radios for two OCFA Bell 412EP helicopters, and two Bell UH-1 helicopters.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the FY 2018/19 Air Operations Equipment budget and the Adopted FY 2018/19 Capital Improvement Program Budget, specifically in Fund 124 (Communications & Information Systems) for a total project budget of \$3,539,250.

Background

The Information Technology Section is responsible for the communications equipment in all OCFA apparatus and vehicles, inclusive of OCFA's fleet of four helicopters. While ongoing maintenance and service requirements are generally completed by OCFA personnel, specialized helicopter modifications are performed by certified vendors with approved facilities and specialized skills.

Countywide Coordinated Communications System (CCCS)

The current CCCS was implemented from 1999-2001 with a life expectancy through 2015. The CCCS is administered by the OCSD Communications Division. In 2009, the OCSD Communications Division was directed to develop the next generation system upgrade proposal and developed a four-phase upgrade/replacement plan for the CCCS. The upgrade includes

implementation of P25 system digital architecture, which is the Federal Emergency Management Agency and Department of Homeland Security recommended technology for public safety communications interoperability. An additional requirement was added by the Orange County Fire Chiefs in 2015 to utilize encryption for all Fire Department radios and channels. A total of 1,555 OCFA portable, mobile and base station radios, have been replaced with P25 compatible Motorola radios as part of this project.

As part of the CCCS upgrade project, the communications equipment in OCFA's helicopters needs to be updated for compatibility. The specified multi-band radios used in conjunction with existing radios in the aircraft will allow OCFA helicopter crew to monitor and communicate different frequency bands including the P25 system.

Invitation for Bid (IFB) Process

On August 30, 2018, invitation for bid (IFB) number RO2309 was issued requesting bids for the purchase and installation of upgraded radios on all four helicopters. A non-mandatory pre-bid job walk meeting was held on September 12, 2018, at Fire Station 41, with representatives from only one company attending the meeting. Bids were received from the following firms by the September 19, 2018, due date:

- Rotorcraft Support, Inc.
- Hangar One Avionics, Inc.
- AIE, Inc.

AIE Inc. withdrew its bid, due to a pricing error that was identified during bid review. The two responsive bids are as follows:

	Rotorcraft Support Inc.	Hangar One Avionics, Inc.
	Van Nuys, CA	Carlsbad, CA
Equipment/parts	\$264,761.44	\$253,543.88
necessary to complete	(approx. \$66,190 per	(approx. \$63,386 per
installation of Flight	aircraft)	aircraft)
Director System (taxable)		
Labor to complete	\$79,200	\$93,000
installation	(estimated 792 hours per	(estimated 930 hours @
	aircraft @ \$100/hour)	\$100/hour)
Tax	\$25,636.84 (9.5%)	\$19,649.61 (7.75%)
*tax based on location of service		
Total Project Cost	\$374,698.28	\$366,192.99

Recommendation

Based on bidding results, staff is recommending approval and authorization for the Purchasing Manager to execute the proposed Professional Services Agreement (Attachment 1) with Hangar One Avionics, Inc., the lowest responsive, responsible bidder in the amount of \$366,192.99.

Attachment(s)

- 1. Proposed Professional Services Agreement
- 2. Bid RO2309 Solicitation Document (on file in the Office of the Clerk and available upon request)

ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this _____ day of October, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Hangar One Avionics, Inc., a Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to provide Radio Installation Services for the OCFA Helicopter Radio Installation Project, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a Helicopter Radio Installation Proposal dated September 17, 2018, which is incorporated herein by this reference ("Proposal"); and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Proposal, attached hereto as Exhibit "A," which includes by reference and by addendum: 1) OCFA's Invitation for Bid, IFB RO2309, dated August 30, 2018, (2) Firm's Proposal dated September 17, 2018, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of-California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In

the event of any inconsistency between the terms contained in the Proposal, OCFA'S Invitation for Bid, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then OCFA's Invitation for Bid, then the Proposal shall govern, in that order.

1.2 Compliance with Law

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

1.3 Licenses and Permits

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

1.4 <u>Familiarity with Work</u>

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

1.5 Care of Work

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

1.6 Additional Services

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation exceeding fifteen percent (15%) must be approved in writing by the Executive Committee of the OCFA Board of Directors.

2. <u>TIME FOR COMPLETION</u>

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A", in an amount not to exceed \$366,192.99 (Three Hundred Sixty-Six Thousand, One Hundred Ninety-Two Dollars and Ninety-Nine Cents).

3.2 <u>Method of Payment</u>

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

3.3 Changes

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

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

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

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 <u>Time of Essence</u>

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

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 <u>Term</u>

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect until Project completion.

5. <u>COORDINATION OF WORK</u>

5.1 <u>Representative of Firm</u>

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

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

5.2 <u>Contract Officer</u>

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

5.3 Prohibition Against Subcontracting or Assignment

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

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

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

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

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

5.4 Independent Contractor

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

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

5.4.3 No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for

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

5.6 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than five million dollars (\$5,000,000.00) per

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

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

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

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

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

6.3 <u>Acceptability of Insurers</u>. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the

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

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

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

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

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

6.4.1.1.1 Additional Insured Endorsements:

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

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

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

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

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

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

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

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

6.7 <u>Evidence of Coverage</u>. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 Indemnification.

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

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

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

7. <u>RECORDS AND REPORTS</u>

7.1 Reports

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

7.2 Records

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

7.3 Ownership of Documents

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

7.4 Release of Documents

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

7.5 Confidential Materials

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

8. ENFORCEMENT OF AGREEMENT

8.1 <u>California Law</u>

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

8.2 Waiver

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

8.3 <u>Rights and Remedies are Cumulative</u>

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

8.4 Legal Action

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

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

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

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

8.6 <u>Termination for Default of Firm</u>

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

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 <u>Confidentiality</u>

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

10.2 Notice

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

Orange County Fire AuthorityVAttention: Debbie CasperD1 Fire Authority RoadVIrvine, CA 926025CC

To Firm:

WITH COPY TO:

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

Hangar One Avionics, Inc. Attention: Ken Piland 2026 Palomar Airport Rd. Carlsbad, CA 92011

10.2 Integrated Agreement

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

10.3 <u>Amendment</u>

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

10.4 Severability

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

10.5 <u>Corporate Authority</u>

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

[Signatures on Following Page]

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY By: Date: Debbie Casper, C.P.M., CPPB Purchasing & Materials Manager APPROVED AS TO FORM. ATTEST: Bv: Sherry A.F. Wentz DAVID E. KENDIG **GENERAL COUNSEL** Clerk of the Authority _____ Date: 10 "FIRM" HANGAR ONE AVIONICS, INC.

Date: 9-27-18

By:

Ken Piland Secretary

Date: 9/27)18

By:

Aldon Colby (Vice President

Exhibit "A"

SCOPE OF WORK

INSTALLATION OF MULTI-BAND FM RADIO SYSTEM

2.3.1. Vendor to provide eight TIL TDFM9100 radios (two per helicopter).

Multi-Band FM Radio Specifications

- TDFM-TIL MULTI-BAND FM RADIO PART#TDFM9100-P91567NV
 - Included Options
 - Compatible with P25 Motorola Trunked System
 - AES and DES-XL
 - OTAR and Motorola OTAP
 - P25 Conventional
 - P25 Trunking
 - P25 Phase 1 & 2
- DFM9100 INSTALL KIT
- TIL TDFM9000 SERIES PC CABLE
- TIL KEY LOADER CABLE TDFM9000
- COMANT SAR TRI-BAND ANTENNA
- STRUCTURAL APPROVED DATA FROM DESIGNATED ENGINEER
- FOR BELL 412 HELICOPTERS ONLY
 - o Remove GPS 500 WAAS, replace with Garmin GTN35H-NVG
 - Remove Garmin GTX-345, replace with Garmin GTX-345R
- FOR BELL UH-1 HELICOPTERS ONLY
 - o Remove GPS 500 WAAS, replace with GPS 530 WAAS
- FORM 337 w/ DER 8110-3s CERTIFICATION
- 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.

2.1. 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.

2.2. DELIVERABLES REQUIRED OF SUCCESSFUL FIRM(S)

The successful Contractor(s) shall submit the following items to the Purchasing & Materials Manager or designee within ten (10) days of initiation of the contract award being submitted to the Executive Committee:

- 2.5.1. Sign and enter into a Professional Services Agreement (PSA) with the Orange County Fire Authority, subject to approval by the Authority's Board of Directors Executive Committee (See Exhibit 1 – Sample Contract – page 15).
- 2.5.2. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming OCFA as an additional insured (see Section 6 of Exhibit 1) for detailed insurance requirements).

2.3. WARRANTY

- 2.7.1 All items must carry manufacturer's warranty.
- 2.7.2 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 7.75% on items, which must be factored into the lump sum price.

INSTALLATION OF MULTI-BAND FM RADIO SYSTEM

Line Item	Description	Unit of Measure	Qty	Unit Cost	Extended Total
1	All Equipment and Parts necessary for the installation of Multi-Band FM Radios, including TIL TDFM9100 as specified on ALL FOUR (4) helicopters	LOT	1	\$_250,543.38	_{\$} _250,543.38
2	Misc. Hardware and Consumables required to complete installation on ALL FOUR (4) Helicopters	LOT	1	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
3	Labor: fully loaded hourly rates including labor, tools, and equipment necessary to complete ALL installations. Enter estimated # of hours to complete installations	HOUR	930	\$ <u>100.00</u>	\$_93,000.00
4	Round Trip Pick up & Delivery charge if outside of 150 miles of Fullerton Airport	EACH	4	\$N/A	\$N/A
				~	
5	Sales Tax 7.75%	LOT	1	\$ <u>19,649.61</u>	<u></u> \$_19,649.61
6	6 Lump Sum – Not-to-Exceed – Project Costs for Multi-Band FM Radio Installation Transfer this amount to PlanetBids Line Items Tab Line 1			\$ <u>366,192.99</u>	

IFB # RO2309 - Helicopter Radio Upgrades

SECTION 4: QUESTIONNAIRE

Is your facility FAA certified? Please attach proof of repair station certificate.

Hangar One holds an FAA 145 Repair Station with Class 1 and 3 ratings. See Attached Certficate number 1HGR058B

How many miles away is your facility located from the Fullerton Airport? Provide address. 65.35 miles . Hangar One's address is: 2026 Palomar Airport Rd. Carlsbad CA 92011

What is your estimated lead time per helicopter for the work as specified? Estimated downtime per helicopter is 2 to 2.5 weeks.

Provide all warranty information.

All parts come with the Manufacturer's Warranty. For example: Garmin has a 2 year

Warranty and Technisonic has a 1 year warranty. Hangar One installation labor is

Warrantied for 1 year.

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number 1HGR058B

This certificate is issued to

Hangar One Avionics, Inc. whose business address is

> 2026 Palomar Airport Road Carlsbad, CA 92011

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:

Airframe Limited Airframe Limited Instrument Limited Powerplant Limited Radio

This certificate, unless canceled, suspended, or revoked, shall continue in effect indefinitely.

he Administrator y direction

amended: 08 August 2011 Jerome E. Pendzick - Manager, SAN FSDO **Upis Certificate is not Cransferable**, 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

FAA Form 8000-4 (1-67) SUPERSEDES FAA FORM 390.

Date issued:

20 Decmber 2007

AFS Electronic Forms System - v2.2

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.

Customer Agency Name	***SEE ATTACHMENT***
Contact	
Title	
Phone Number	
Email	
Description of Project	
Project Completion Date	
Project Amount	

Customer Agency Name	
Contact	
Title	
Phone Number	
Email	
Description of Project	
-	
Project Completion Date	
Project Amount	

Customer Agency Name	
Contact	
Title	
Phone Number	
Email	
Description of Project	
Project Completion Date	
Project Amount	

HANGAR ONE AVIONICS REFERENCES

Reference 1

Company Name: San Bernardino County Sheriff Address: 199 Hangar Way, San Bernardino CA 92408 Contact Person: Al Daniel Jr., Lieutenant Email address: adanieljr@sbcsd.org Telephone: 909-252-4102 Project Name: New Helicopter Completion Dates worked performed: 2017 through 2018 Summary of Scope of Services: Completion of 4 new AS350B3e Helicopters. Aircraft Tail Number is N836SB, N835SB, N834SB, and N833SB. Project Cost: \$6,811,163.8

Reference 2

Company Name: San Jose Police Department Address: 201 West Mission Street, San Jose CA 95110 Contact Person: Sergeant Steve Guggiana Email address: steven.guggiana@sanjoseca.gov Telephone: (925) 784-3412 Project Name: New Helicopter Completion Dates worked performed: 2018 Summary of Scope of Services: Completion of a new AS350B3e Helicopter. Aircraft Tail Number is N408PD. Project Cost: \$1,760,154.95

Reference 3

Company Name: Orange County Sheriff's Department. Address: 361 Paularino Ave., Costa Mesa CA 92626 Contact Person: Sergeant William Fitzgerald Email address: WFitzgerald@ocsd.org Telephone: (714) 330-6214 Project Name: New Helicopter Completion Dates worked performed: 2016 and 2017 Summary of Scope of Services: Completion of a new AS350B3e Helicopters. Aircraft Tail Number is N185SD. Project Cost: \$1,499,851.54 and N183SD, Project cost \$\$1,764,697.91

Reference 4

Company Name: Arizona Department of Public Safety Address: 2615 E. Air Lane, Phoenix, Az. 85034 Contact Person: Terry Miyauchi, Aviation Commander Email address: TMiyauchi@AZDPS.GOV Telephone: (928)279-2274 Project Name: Bell 429 New Helicopter Completion Dates worked performed: 2017 Summary of Scope of Services: New Helicopter completion of a Bell 429. Aircraft Tail number is N911AZ Project Cost: \$2,013,805.52

Reference 5

Company Name: Utah Department of Public Safety Address: 135 North 2400 West, Salt Lake City UT 84116 Contact Person: Luke Bowman Email address: Ibowman@utah.gov Telephone: 801-664-7165 Project Name: AS350B3e Helicopter Completion Dates worked performed: 2016 Summary of Scope of Services: New Helicopter completion of a new AS350B3e. Aircraft Tail number is N352HP Project Cost: \$1,167,500.90

Reference 6

Company Name: Lee County Sheriff's Dept. Address: 6550 Felix Romano Ave, Fort Myers, FL 33905 Contact Person: CDR Michael E. Warner Email address: mwarner@sheriffleefl.org Telephone: 239-690-3954 Project Name: New Helicopter Completion Dates worked performed: 2016 Summary of Scope of Services: Completion of a new AS350B3e Helicopter. Aircraft Tail Number is N71LC Project Cost: \$2,051,542.33

Reference 7

Company Name: Ontario Police Department Address: 2009 West Porterfield Way ste B, Upland CA 91786 Contact Person: Sergeant Kris Lavoie Email address: <u>KLavoie@ontariopolice.org</u> Telephone: 909-408-1931 Project Name: AS350B3e Helicopter Completion Dates worked performed: 2016-2018 Summary of Scope of Services: New Helicopter completion of an AS350B3e and AS350B2. Aircraft Tail Number is N10NT and N60NT, and N50NT Project Cost: \$ 4,090,761.80

Reference 8

Company Name: California Highway Patrol Address: 601 North 7th Street, Sacramento, CA 95811 Contact Person: Bryan Souza Email address: bsouza@chp.ca.gov Telephone: 916-843-3307 Project Name: New Helicopter Completion (Fleet Replacement) Dates worked performed: 2014 to present Summary of Scope of Services: Completion of 8 of 15 new AS350B3e aircraft. Aircraft Tail numbers are N974HP, N975HP, N976HP, N978HP, N979HP, N981HP, N982HP, N983HP. Project Cost: \$18,283,000.00 to date

Reference 9

Company Name: Riverside County Sheriff Address: 4850 W Stetson, Hemet, CA 92545 Contact Person: Luis Morales Email address: <u>Imorales@riversidesheriff.org</u> Telephone: 909-730-7581 Project Name: New Helicopter Completion Dates worked performed: 2015 Summary of Scope of Services: Completion of two new AS350B3e. Aircraft Tail number is N997SD and N998SD. Project Cost: \$4,371,150.60

Reference 10

Company Name: Oklahoma City Police Department Address: 1401 S. Western Ave., Oklahoma City, Ok 73109 Contact Person: Tod Yates Email address: tod.yates@okc.gov Telephone: 405-740-1293 Project Name: New Helicopter Completion Dates worked performed: 2014 Summary of Scope of Services: Completion of two new AS350B3e. Aircraft Tail number is N720KC and N730KC. Project Cost: \$1,228,702.1

Reference 11

Company Name: San Mateo County Sheriff Address: 400 County Ctr FL 3, Redwood City, CA 94063 Contact Person: Dave Schwartz Email address: <u>dschartz@smcgov.org</u> Telephone: 650-465-9604 Project Name: Cessna 206H New Aircraft Completion Dates worked performed: 2013 Summary of Scope of Services: Completion of a new Cessna 206H. Aircraft Tail number is N51HF. Project Cost: \$516,966.81

Reference 12

Company Name: Utah Department of Public Safety Address: 135 North 2400 West, Salt Lake City UT 84116 Contact Person: Luke Bowman Email address: Ibowman@utah.gov Telephone: 801-664-7165 Project Name: AS350B3e Helicopter Completion Dates worked performed: 2013 Summary of Scope of Services: New Helicopter completion of a new AS350B3e. Aircraft Tail number is N253HP Project Cost: \$1,196,069.30

Reference 13

Company Name: Los Angeles County Sheriff Address: 3235 North Lakewood Blvd, Long Beach CA 90808 Contact Person: John Haughey, Sergeant Email address: JPHaughe@lasd.org Telephone: 562-305-7679 Project Name: Helicopter Completions Services Dates worked performed: 2010 - 2011 Summary of Scope of Services: (Fleet Replacement of 12 AS350 Helicopters). Aircraft tail numbers are N950LA, 951LA, 953LA, 954LA, 955LA, 956LA, 957LA,958LA,959LA,960LA,961LA,962LA Project Cost: \$23 million

Reference 14

Company Name: Pima County Sheriff Address: 130 West Congress, 3rd Floor, Tucson AZ 85701 Contact Person: Jim Grisham Email address: James.Grisham@sheriff.pima.gov Telephone: 520-940-2625 Project Name: AS350B3e Helicopter Completion Dates worked performed: 2012 Summary of Scope of Services: New Helicopter completion of a new AS350B3e. Aircraft Tail number is N599SD Project Cost: \$1,164,910.30

Reference 15

Company Name: Ontario Police Department Address: 2009 West Porterfield Way ste B, Upland CA 91786 Contact Person: Steve Valvo, Sergeant Email address: SValvo@ontariopolice.org Telephone: 909-260-9875 Project Name: AS350B2 Helicopter Completion Dates worked performed: 2011 Summary of Scope of Services: New Helicopter completion of an AS350B2. Aircraft Tail Number is N50NT Project Cost: \$ 1,386,367.08

Reference 16

Company Name: Placer County Sheriff Address: 2929 Richardson Drive, Auburn CA 95603 Contact Person: Van Bogardus Email address: vbogardu@placer.ca.gov Telephone: 520-341-4864 Project Name: AS350B3 Helicopter Completion Dates worked performed: 2009 Summary of Scope of Services: New Helicopter completion of an AS350B3, with Technisonics equipment. Aircraft Tail Number is N911WL Project Cost: \$1,487,425.39

SECTION 6: OFFEROR'S INFORMATION

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

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

Firm's Legal Name:			
Hangar One Avionics Inc.			
Firm Parent or Ownership:			
Address:			
2026 Palomar Airport Rd. Carlsbad CA 92011			
Firm Telephone No.	Firm Fax No.		
760-929-2270	760-683-6980		
Firm's Tax I.D. Number:	Incorporated:		
26-1303068	YES_XNO		
Legal form of company: (partnership, corporation, joint venture)			
S Corporation			
Length of time your firm has been in business:	Length of time at current location:		
11 years	7 years		
Number of employees and Number of Current Clients			
25 - 100 + clients			

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Invitation for Bid (IFB).

_{Name:}	Title:
Ken Piland	Manager
Telephone No.:	E-mail:
760-929-2270	ken@h1avionics.com

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

Name: Ken Piland	Title: Manager
Telephone No.:	E-mail:
760-929-2270	ken@h1avionics.com

SECTION 7: CERTIFICATION OF BID

In responding to **IFB #RO2309** for helicopter radio upgrades, the undersigned Offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract. <u>If there are any exceptions they must be stated in an attachment included with the offer.</u>

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

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

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

Hangar One Avionics Inc.		÷		
Name of Firm				
2026 Palomar Airport Inc.				
Address				
Carlsbad	CA		92011	
City	State		Zip	
Ken Piland		9-17-18		
Signature of Person Authorized to Sign		Date		
Ken Piland		Manager		
Printed Name		Title		
Orange County Fire Authority				10



ORANGE COUNTY FIRE AUTHORITY

Invitation for Bid

Helicopter Radio Upgrades

Date: August 30, 2018

IFB Number: RO2309

The Orange County Fire Authority is seeking bids from authorized vendors for the purchase and installation of upgraded radios for two Bell 412EP helicopters and two Bell UH-1 Helicopters.

Pre-bid Job Walk Date:

September 12, 2018 at 10:00am

Electronic bids must be submitted no later than:

September 19, 2018 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,

Rothchild Ong Assistant Purchasing Agent | 714-573-6642 | rothchildong@ocfa.org

SECTION 1: SOLICITATION INFORMATION

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 and two Bell UH-1 Helicopters.

1.2.1. Purchase and Installation of two TIL TDFM9100 Multi-Band FM Radios on each of four OCFA Bell Helicopters (Total of eight radios)

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 **Wednesday**, **September 12**, **2018**, **at 10:00am**, **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 <u>http://www.planetbids.com/portal/portal.cfm?CompanyID=14773</u>. Click on the <u>eBid</u> <u>button</u>; enter prices in the <u>Line Items tab.</u> *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) Sections 3 7 (Price Sheet, Questionnaire, References, Offeror's Information, Certification of Bid)
- B) New Vendor/ W-9 Form (If applicable)
- C) Party & Participant Disclosure Form (if applicable)

1.7. SCHEDULE OF IMPORTANT DATES

Invitation for Bid Issue Date	Thursday, August 30, 2018
Pre-Bid Job Walk Meeting	Wednesday, September 12, 2018, 10:00 AM PST
Final Day to Submit Questions via PlanetBids Online Q&A Module	Friday September 14, 2018, 5:00 PM PST
Deadline to Submit Bid Response	Wednesday, September 19, 2018, 11:00 AM PST

SECTION 2: SCOPE OF WORK

2.1. PROJECT OVERVIEW

The Orange County Fire Authority is inviting bid responses from authorized vendors for purchase and installation of Multi-Band FM Radios and Components on two OCFA Bell 412EP Helicopters and two OCFA Bell UH-1 Helicopters.

Installations will be scheduled based on aircraft availability

2.2. BIDDER REQUIREMENTS

- 2.2.1. Repair Facility must be FAA-Certified. OCFA reserves the right to ask for proof of said authorization. OCFA reserves the right to visit vendor's facility.
- 2.2.2. 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.
- 2.2.3. 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.
- 2.2.4. Contractor required to complete all F.A.A documentation.
- 2.2.5. NVG Cockpit modification supplemental type certificate holder (STC), Aerodynamix, to enhance lighting of components
- 2.2.6. NVG Cockpit modification appendices to be amended where applicable.

2.3. SCOPE OF WORK

INSTALLATION OF MULTI-BAND FM RADIO SYSTEM

2.3.1. Vendor to provide eight TIL TDFM9100 radios (two per helicopter).

Multi-Band FM Radio Specifications

- TDFM-TIL MULTI-BAND FM RADIO PART#TDFM9100-P91567NV
 - o Included Options
 - Compatible with P25 Motorola Trunked System
 - AES and DES-XL
 - OTAR and Motorola OTAP
 - P25 Conventional
 - P25 Trunking
 - P25 Phase 1 & 2
- DFM9100 INSTALL KIT
- TIL TDFM9000 SERIES PC CABLE
- TIL KEY LOADER CABLE TDFM9000
- COMANT SAR TRI-BAND ANTENNA
- STRUCTURAL APPROVED DATA FROM DESIGNATED ENGINEER
- GPS 500 WAAS
- GARMIN GTX 345 MODE S TRANSPONDER (ADS-B IN/OUT) STANDARD KIT
- FORM 337 w/ DER 8110-3s CERTIFICATION

- 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.

2.4. 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. DELIVERABLES REQUIRED OF SUCCESSFUL FIRM(S)

The successful Contractor(s) shall submit the following items to the Purchasing & Materials Manager or designee within ten (10) days of initiation of the contract award being submitted to the Executive Committee:

- 2.5.1. Sign and enter into a Professional Services Agreement (PSA) with the Orange County Fire Authority, subject to approval by the Authority's Board of Directors Executive Committee (See Exhibit 1 – Sample Contract – page 15).
- 2.5.2. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming OCFA as an additional insured (see Section 6 of Exhibit 1) for detailed insurance requirements).

2.6. OCFA RESPONSIBLITIES

- 2.6.1 OCFA staff will also be responsible for any ground/flight testing that may need to be accomplished.
- 2.6.2 Any required operations checks to be completed by an OCFA pilot.
- 2.6.3 Final Installation inspection to be completed by an OCFA technician.

2.7. WARRANTY

- 2.7.1 All items must carry manufacturer's warranty.
- 2.7.2 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 7.75% on items, which must be factored into the lump sum price.

INSTALLATION OF MULTI-BAND FM RADIO SYSTEM

Line Item	Description	Unit of Measure	Qty	Unit Cost	Extended Total
1	All Equipment and Parts necessary for the installation of Multi-Band FM Radios, including TIL TDFM9100 as specified on ALL FOUR (4) helicopters	LOT	1	\$	\$
2	Misc. Hardware and Consumables required to complete installation on ALL FOUR (4) Helicopters	LOT	1	\$	\$
3	Labor: fully loaded hourly rates including labor, tools, and equipment necessary to complete ALL installations. Enter estimated # of hours to complete installations	HOUR		\$	\$
4	Round Trip Pick up & Delivery charge if outside of 150 miles of Fullerton Airport	EACH	4	\$	\$
5	Sales Tax 7.75%	LOT	1	\$	\$
6	Lump Sum – Not-to-Exceed – Project Costs for Multi-Band FM Radio Installation Transfer this amount to PlanetBids Line Items Tab Line 1				

IFB # RO2309 - Helicopter Radio Upgrades

SECTION 4: QUESTIONNAIRE

Is your facility FAA certified? Please attach proof of repair station certificate.

How many miles away is your facility located from the Fullerton Airport? Provide address.

What is your estimated lead time per helicopter for the work as specified?

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.

Customer Agency Name	
Contact	
Title	
Phone Number	
Email	
Description of Project	
Project Completion Date	
Project Amount	

Customer Agency Name	
Contact	
Title	
Phone Number	
Email	
Description of Project	
Project Completion Date	
Project Amount	

Customer Agency Name	
Contact	
Title	
Phone Number	
Email	
Description of Project	
Project Completion Date	
Project Amount	

SECTION 6: OFFEROR'S INFORMATION

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

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

Firm's Legal Name:	
Firm Parent or Ownership:	
Address:	
Firm Telephone No.	Firm Fax No.
Firm's Tax I.D. Number:	Incorporated: YES NO
Legal form of company: (partnership, corporation, joint venture)	
Length of time your firm has been in business:	Length of time at current location:
Number of employees and Number of Current Clients	

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Invitation for Bid (IFB).

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

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

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

SECTION 7: CERTIFICATION OF BID

In responding to **IFB #RO2309** for helicopter radio upgrades, the undersigned Offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract. <u>If there are any</u> exceptions they must be stated in an attachment included with the offer.

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

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

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

Name of Firm				
Address				
City	State		Zip	
Signature of Person Authorized to Sign		Date		
Printed Name		Title		
Orange County Fire Authority				10

BID REQUIREMENTS AND GENERAL TERMS & CONDITIONS

1. <u>DEFINITIONS, ACRONYMS, AND ABBREVIATIONS</u>: 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: <u>http://www.planetbids.com/portal/portal.cfm?CompanyID=14773.</u>

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. <u>METHOD OF SUBMISSION:</u> Please provide your electronic submittal no later than 11:00 a.m. on the date stated unless otherwise instructed.
- 3. <u>INQUIRIES:</u> 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. <u>AMENDMENT OF BID:</u> 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. <u>FAMILIARIZATION OF SPECIFICATION</u>: 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. <u>BIDDER ACKNOWLEDGMENT:</u> 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. <u>CERTIFICATION</u>: 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. <u>BID WITHDRAWAL:</u> 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.** <u>**REQUEST FOR ADDITIONAL INFORMATION:**</u> 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. <u>RIGHT TO REJECT</u>: 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. <u>PURCHASE ORDER/BLANKET ORDER:</u> 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. <u>SUPPLIER GUARANTY</u>: 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.** <u>**TERMINATION:**</u> 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. <u>CORRESPONDENCE</u>: 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. <u>CONFLICT OF INTEREST</u>: 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.** <u>BUDGETARY APPROPRIATIONS</u>: 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. <u>CHANGE IN OWNERSHIP</u>: 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.** <u>SELL OR ASSIGN</u>: 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. <u>LAWS GOVERNING CONTRACT:</u> 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

Orange County Fire Authority

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. <u>CAMPAIGN CONTRIBUTIONS DISCLOSURE:</u> 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. <u>INDEMNIFICATION:</u> 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. <u>NEW MATERIALS:</u> 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. <u>ALTERNATES/SUBSTITUTIONS</u>: 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. <u>PATENT/COPYRIGHT MATERIALS</u>: 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. <u>CONFLICTING TERMS</u>: 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. <u>EXCEPTIONS</u>: 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

Orange County Fire Authority

than seven (7) days prior to the bid due date, to allow for consideration and notification of acceptance or rejection of such request.

- 27. <u>PAYMENT TERMS:</u> 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. <u>AWARD:</u> 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. <u>SINGLE OR MULTIPLE AWARDS</u>: 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.** <u>**TAXES:**</u> Bidders should <u>not</u> 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.** <u>ACCEPTANCE:</u> 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.** <u>FORCE MAJEURE:</u> 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.** <u>OFFER AND ACCEPTANCE PERIOD</u>: 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.** <u>PUBLIC RECORD</u>: 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.** <u>INSURANCE:</u> 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 \$5,000,000 each occurrence for bodily injury, personal injury and property damage/\$5,000,000 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.

IFB # RO2309 - Helicopter Radio Upgrades

EXHIBIT 1

SAMPLE PROFESSIONAL SERVICES AGREEMENT

ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this _____ day of March, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and _____, Inc., a Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to provide Radio Installation Services for the OCFA Helicopter Radio Installation Project, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a Helicopter Radio Installation Proposal dated April 25, 2018, which is incorporated herein by this reference ("Proposal"); and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Proposal, attached hereto as Exhibit "A," which includes by reference and by addendum: (1) Firm's Proposal, and (2) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Proposal, and/or the terms set forth

in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Proposal shall govern, in that order.

1.2 Compliance with Law

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

1.3 Licenses and Permits

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

1.4 <u>Familiarity with Work</u>

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

1.5 Care of Work

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

1.6 Additional Services

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation exceeding fifteen percent (15%) must be approved in writing by the Executive Committee of the OCFA Board of Directors.

2. <u>TIME FOR COMPLETION</u>

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

3. <u>COMPENSATION OF FIRM</u>

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A", in an amount not to exceed \$_____) Dollars.

3.2 <u>Method of Payment</u>

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

3.3 Changes

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

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

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

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 <u>Time of Essence</u>

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

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 <u>Term</u>

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect until Project completion.

5. <u>COORDINATION OF WORK</u>

5.1 <u>Representative of Firm</u>

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

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

5.2 <u>Contract Officer</u>

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

5.3 **Prohibition Against Subcontracting or Assignment**

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

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

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

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

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

5.4 Independent Contractor

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

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

5.4.3 No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for

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

5.6 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than five million dollars (\$5,000,000.00) per

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

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

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

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

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

6.3 <u>Acceptability of Insurers</u>. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the

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

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

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

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

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

6.4.1.1.1 Additional Insured Endorsements:

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

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

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

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

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

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

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

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

6.7 <u>Evidence of Coverage</u>. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 Indemnification.

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

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

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

7. <u>RECORDS AND REPORTS</u>

7.1 <u>Reports</u>

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

7.2 Records

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

7.3 <u>Ownership of Documents</u>

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

7.4 <u>Release of Documents</u>

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

7.5 Confidential Materials

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

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

8.2 <u>Waiver</u>

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

8.3 **<u>Rights and Remedies are Cumulative</u>**

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

8.4 Legal Action

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

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

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

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

8.6 <u>Termination for Default of Firm</u>

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

8.7 <u>Attorneys' Fees</u>

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

9. **OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 **Covenant Against Discrimination**

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

10. **MISCELLANEOUS PROVISIONS**

10.1 Confidentiality

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

10.2 Notice

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

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

WITH COPY TO:

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

To Firm:

	 	,	In	С

Attention: ____

10.2 Integrated Agreement

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

10.3 <u>Amendment</u>

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

10.4 <u>Severability</u>

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

10.5 <u>Corporate Authority</u>

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

[Signatures on Following Page]

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

	"OCFA"	
	ORANGE COUNTY FIRE AUTHORITY	
Date:	By: Debbie Casper, C.P.M., CPPB	
APPROVED AS TO FORM.	Purchasing & Materials Manager ATTEST:	
By: DAVID E. KENDIG GENERAL COUNSEL	Sherry A.F. Wentz Clerk of the Authority	
Date:		
	"FIRM"	
	, INC.	
Date:	By: Name Title	
Date:	By: Name Title	

Exhibit "A"



ORANGE COUNTY FIRE AUTHORITY

IFB RO2309 – Addendum 1

September 12, 2018

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

Answers to questions during job walk:

- QUESTION: During the job-walk, it was identified that equipment, as specified for the Bell 412 helicopters would not fit without modifications to the panel.
 <u>RESPONSE:</u> To minimize the need for panel modification for the BELL 412 Helicopters ONLY, the following specifications are modified as follows:
 - Remove GPS 500 WAAS, replace with Garmin GTN650H-NVG
 - Remove Garmin GTX-345, replace with Garmin GTX-345R
- 2) <u>QUESTION:</u> During the job-walk, it was identified that equipment, as specified for the Bell UH-1 helicopters was not the current model.

<u>RESPONSE</u>: For the BELL UH-1 Helicopters ONLY, the following specifications are modified as follows:

- Remove GPS 500 WAAS, replace with GPS 530 WAAS
- QUESTION: Will photos of each helicopter console/ related equipment be provided. <u>RESPONSE:</u> Photos are provided as a part of this Addendum 1.
- QUESTION: The Q&A period on Planet Bids has closed. Can this be re-opened in order to vendors to ask additional questions as necessary?
 <u>RESPONSE:</u> Yes, the online Q&A has been reopened. Please submit your questions no later than September 17, 2018 5:00 P.M. PST.

IMPORTANT: If you have submitted a proposal before this addendum was issued, your proposal will be invalidated. After you have reviewed the addendum, you must resubmit your proposal acknowledging receipt of this addendum through PlanetBids.

Please remember to submit all documents as listed.

Thank you for your interest in doing business with OCFA.

Best Regards,

Rothchild Ong

Assistant Purchasing Agent



ORANGE COUNTY FIRE AUTHORITY

IFB RO2309 – Addendum 2

September 13, 2018

As a result of questions received, this addendum is issued to provide additional information as requested.

Answers to questions received:

- <u>QUESTION</u>: It was identified that equipment, as specified in Addendum 1 for the Bell 412 helicopters would not be compatible with existing systems. The correct replacement for the GPS 500 WAAS in the Bell 412 helicopters is the Garmin GTN635H-NVG.
 <u>RESPONSE</u>: To minimize the need for panel modification for the BELL 412 Helicopters ONLY, the following specifications are modified as follows:
 - Remove Garmin GTN650H-NVG as specified in Addendum 1 and replace with Garmin GTN635H-NVG.

IMPORTANT: If you have submitted a proposal before this addendum was issued, your proposal will be invalidated. After you have reviewed the addendum, you must resubmit your proposal acknowledging receipt of this addendum through PlanetBids.

Please remember to submit all documents as listed in the Submittal Checklist and verify insurance requirements as stated in the Professional Services Agreement attached with the bid packet.

Thank you for your interest in doing business with OCFA.

Best Regards,

Rothchild Ong

Assistant Purchasing Agent