



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, March 28, 2019

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 Robinson

PLEDGE OF ALLEGIANCE by Director Shawver

ROLL CALL

1. PRESENTATIONS

No items.

REPORTS

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

PUBLIC COMMENTS

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

Any member of the public may address the 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 January 24, 2019, Regular Executive Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

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

A. Monthly Investment Reports

Submitted by: Patricia Jakubiak, Treasurer

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Action:

Receive and file the reports.

B. Second Quarter Financial Newsletter

Submitted by: Robert Cortez, Assistant Chief/Business Services Department

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Action:

Receive and file the report.

C. Sole Source Contract for Wildfire Cameras and Meteorological Systems

Submitted by: Dave Anderson, Deputy Chief/Emergency Operations Bureau

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed service agreement in the amount of \$90,000 with University of California, San Diego for High-Performance Wireless Research and Education Network ALERTWildfire cameras and meteorological systems at five sites in Orange County.

D. Special Procurement for Mission Critical Team Development Training

Submitted by: Brian Fennessy, Fire Chief

Recommended Action:

Approve and authorize the Purchasing Manager to issue a blanket order for as needed mission critical team development training through Mission Critical Team Institute, Inc. in an amount not to exceed \$150,000 (\$50,000 annually) for three years.

E. Special Procurement for Bid Management System

Submitted by: Robert Cortez, Assistant Chief/Business Services Department

Recommended Actions:

Approve and authorize the Purchasing Manager to renew and extend a previously issued blanket order contract with Planet Bids utilizing the special procurement provision in the Purchasing Ordinance for bid management software for up to five-year term in an amount not to exceed \$125,000 (\$25,000 annually).

F. Special Procurement for Probationary Testing Validation Services

Submitted by: Randy Black, Assistant Chief/EMS/Operations & Training

Recommended Action:

Approve and authorize the Purchasing Manager to execute Amendment No. 1 to the Professional Services Agreement with Fire & Police Selection, Inc., utilizing the special procurement provision in the Purchasing Ordinance for probationary testing validation services in an amount not to exceed \$40,000.

G. Blanket Order Contract Extension for High-Pressure Air Compressor Maintenance and Repair

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to execute up to three additional one-year blanket order contract extensions with Compressed Air Specialties in an amount not to exceed \$15,000 annually (\$45,000 aggregate) provided Compressed Air Specialties remains the only authorized service provider in Orange County.

H. Award of RFP #JA2328 Purchase of Two Water Tenders

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to issue a purchase order to KME Fire Apparatus for the purchase of two 2019 KME Water Tenders in a total amount of \$881,979.96.

I. Blanket Order Contract Increase for Vehicle Exhaust Extraction Systems

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to increase the current contract with Air Exchange, Inc., by \$300,000 for upgrades of the Plymovent vehicle exhaust extraction systems, resulting in an amount not to exceed \$500,000, specific to current annual contract term.
2. Authorize the Purchasing Manager to execute two additional one-year contract extensions with Air Exchange, Inc. in an amount not to exceed \$200,000 annually (\$400,000 aggregate) as long as Air Exchange, Inc. remains the only authorized Plymovent dealer in Orange County.

J. Cooperative Contract for Full Service Tire Contract

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to extend the annual blanket order contract with Parkhouse Tire, Inc., for the purchase of tires, tubes, and related services in an amount not to exceed \$440,000 annually, utilizing the NASPO Valuepoint cooperative contract for a one-year period through March 31, 2020, with up to four optional one-year renewals not to exceed the cooperative contract termination date of March 31, 2024.

K. Contract Increase for Firefighter Wellness and Fitness (WEFIT) Services

Submitted by: Brigitte Gibb, Director/Human Resources

Recommended Actions:

1. Approve and authorize the Purchasing Manager to increase Year One of the Professional Services Agreement for WEFIT medical services by \$100,000 for a revised annual amount of \$659,479.
2. Approve and authorize the Purchasing Manager to increase future years of the Professional Services Agreement to an amount not to exceed \$1,164,319 annually to allow for increases in firefighter participation rates, provided that funding is secured and pricing remains the same.

L. Blanket Order Contract Renewal for Elevator Maintenance Services

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to extend and increase a previously issued blanket order contract with Mitsubishi Electric & Electronics USA, Inc. for the maintenance of the Regional Fire Operations and Training Center elevators for a five-year term at an amount not to exceed \$72,912.60.

M. Blanket Order Contract Increases and Extensions for Property Management

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

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

N. Contract Award for Accounts Payable Workflow Integrated Document Imaging Solution

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Actions:

1. Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with ECS Imaging, Inc. for software licensing, implementation, training, and support services in an amount not to exceed \$114,545.
2. Authorize the Purchasing Manager to execute two optional one-year renewals for software licensing and services in an amount not to exceed \$25,000 annually (\$164,545 during the initial three-year contract period through 2022).

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, April 25, 2019, at 5:30 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 21st day of March 2019.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting
Executive Committee Meeting
Board of Directors Meeting

Wednesday, April 10, 2019, 12 noon
Thursday, April 25, 2019, 5:30 p.m.
Thursday, April 25, 2019, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, January 24, 2019
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 January 24, 2019.

INVOCATION

Senior Chaplain Dave Keehn offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

Absent: Dave Shawver, Stanton

Also present were:

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Deputy Chief Dave Anderson	Assistant Chief Randy Black
Assistant Chief Jim Ruane	Assistant Chief Mark Sanchez
Assistant Chief Lori Smith	Assistant Chief Robert Cortez
General Counsel David Kendig	Human Resources Director Brigitte Gibb
Clerk of the Authority Sherry Wentz	Communications Director Colleen Windsor

1. PRESENTATIONS

No items.

REPORTS

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

Budget and Finance Committee Chair Joe Muller reported at the January 9, 2019, meeting, the Committee received and filed the Orange County Employees' Retirement System Quarterly Status Update, and authorized staff to issue the submitted Request for Proposal for Financial Audit and Related Services. The Committee also voted unanimously to send the Monthly Investment Reports to the Executive Committee for its approval and to send the Organizational Service Level Assessments, FY 2018/19 Mid-Year Financial Report, and Annual Grant Priorities for 2019 to the Board of Directors for approval of the recommended actions.

FIRE CHIEF'S REPORT (F: 12.02A7)

Fire Chief Fennessy introduced Assistant Chief Jim Ruane who presented the 2nd Quarter Capital Improvement Program Update.

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 November 15, 2018, Regular Executive Committee Meeting (F: 12.02A2)

On motion of Director Ta and second by Director Swift, the Executive Committee approved the November 15, 2018, Minutes as submitted. Director Hernandez and Vice Chair Muller were noted as abstentions due to their absence from the meeting.

3. CONSENT CALENDAR (Agenda Item No. 3G was pulled for separate consideration)

A. Monthly Investment Reports (F: 11.10D2)

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

B. Blanket Order Contract Extension – Voyager Fuel Card Program (F: 19.09H)

On motion of Director Ta and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to extend the annual blanket order contract with U.S. Bank for the Voyager Card Program utilizing the State of California Participating Addendum in an amount not to exceed \$730,000 annually through December 31, 2020.

C. Award of RFP #JA2304 Purchase of Three Type 3 Engines (F: 19.09A)

On motion of Director Ta and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a purchase order to KME Fire Apparatus for the purchase of three 2019 KME Type 3 Engines in a total amount of \$1,623,695.57.

D. Blanket Order Contract Renewal for 9-1-1 Voice Recording System Support and Maintenance (F: 18.04E)

On motion of Director Ta and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to increase and extend a previously issued blanket order with NICE-InContact, Inc. for the support and maintenance of OCFA's Voice Print International 9-1-1 voice recording system for a three-year term at an amount not to exceed \$36,000 (\$12,000 annual).

E. Purchase of Motorola 800MHz Portable and Mobile Radios (F: 18.04A1)

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

1. Authorize the Purchasing Manager to issue a purchase order to Motorola Solutions, Inc. for the purchase of 101 radios and 200 battery chargers in an amount not to exceed \$626,317.
2. Approve and authorize the Purchasing Manager to issue a blanket order to Motorola Solutions, Inc. for the repair of Mobile Data Computers for a three-year term at a not to exceed total amount of \$90,000 (\$30,000 annual).
3. Authorize the Purchasing Manager to issue future purchase orders to Motorola Solutions, Inc. (through May 20, 2020) utilizing the Orange County Contract Equipment Price Book Agreement #MA-060-15011560 as long as funding is available in the adopted budget.

F. Award of Bid SK276 – Blanket Order for Fire Hose (F: 19.09D3)

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

1. Approve and authorize the Purchasing Manager to issue to L.N. Curtis & Sons a blanket order contract for various types of fire hose for an amount not to exceed a three-year total of \$909,096 (\$303,032) annually.
2. Approve and authorize the Purchasing Manager to execute up to two one-year renewal options provided that any proposed price increases do not exceed the 12-month change in the Producer's Price Index (PPI). In the event proposed price increases do exceed PPI, staff will either return to the Executive Committee for approval, or staff will complete a new bid process.

G. Blanket Order Contract Renewal and Rate Adjustment for General Counsel Services
(F: 17.10G2)

General Counsel David Kendig recused himself as his firm has a financial interest in the agenda item.

Stephen Wontrobski, Mission Viejo resident, pulled this item from the Consent Calendar in opposition to the contract renewal stating a Request for Proposal should be issued for these services.

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

1. Approve hourly rate increases from \$190 to \$215 per hour for blended legal services and \$95 to \$100 for paralegal services with Woodruff, Spradlin & Smart, effective March 1, 2019.
2. Approve and authorize the Purchasing Manager to renew the blanket order with Woodruff, Spradlin & Smart, reflecting the adjusted hourly rates for three years at an annual cost of \$525,000, with annual increases due to usage not to exceed 3%.
3. Direct staff to schedule an evaluation of General Counsel, to be conducted by the Board of Directors and completed no later than one year prior to the next contract renewal date of March 1, 2021.

H. Special Procurement – Firefighter Trainee Testing (F: 17.14)

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

1. Approve and authorize the Purchasing Manager to execute the proposed agreement with California Firefighter Candidate Testing Center at the rate of \$40 per candidate for the first 1,000 candidates and \$30 per candidate thereafter for a not to exceed amount of \$150,000 in 2019 for entry-level firefighter candidate testing.
2. Approve and authorize the Purchasing Manager to extend the contract for two additional one-year options, so long as the per candidate testing cost does not increase.

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

The Committee Members offered no comments.

Minutes

OCFA Executive Committee Regular Meeting

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ADJOURNMENT – Chair Sachs adjourned the meeting at 5:42 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, February 28, 2019, at 5:30 p.m.

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3A
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

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

Summary

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

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular February 13, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of the Final Investment Report – December 2018/Preliminary Report – January 2019.

At its regular March 13, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of the Final Investment Report – January 2019/Preliminary Report – February 2019.

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 January 31, 2019. A preliminary investment report as of February 22, 2019, is also provided as the most complete report that was available at the time this agenda item was prepared.

As last month's Executive Committee meeting was cancelled, attached is also the final monthly investment report for the month ended December 31, 2018, and the preliminary investment report as of January 25, 2019.

Attachment(s)

1. Final Investment Report – December 2018/Preliminary Report – January 2019
2. Final Investment Report – January 2019/Preliminary Report – February 2019

Orange County Fire Authority Monthly Investment Report



Final Report – December 2018

Preliminary Report – January 2019



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

December 31, 2018



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of December 2018, the size of the portfolio increased significantly by \$58.8 million to \$194.6 million. Significant receipts for the month included the third apportionment of secured property taxes in the amount of \$86.4 million and quarterly cash contract payments, various intergovernmental agency payments and charges for current services totaling \$20.1 million. Significant disbursements for the month included two biweekly payrolls which were approximately \$13.0 million each with related benefits and a \$19.2 million payment to OCERS for additional UAAL (Unfunded Actuarial Accrued Liability) pay-down as previously approved by the Board. Total December cash outflows amounted to approximately \$49.3 million. The portfolio's balance is expected to decrease significantly in the following month as there are no major receipts expected in January.

In December, the portfolio's yield to maturity (365-day equivalent) increased by 15 basis points to 2.25%. The effective rate of return rose by 17 basis points to 2.25% for the month and by 9 basis points to 2.02% for the fiscal year to date. The average maturity of the portfolio decreased by 4 days to 41 days to maturity. With the first half of the fiscal year completed, portfolio earnings came in less than projected and will be reviewed for a possible mid-year adjustment.

Economic News

The U.S. economy continued to stay strong in December 2018, although economic activities remained mixed. Employment conditions continued to be solid. There were a total of 312,000 new jobs created in December, a significantly higher number than what had been expected. The unemployment rate, on the other hand, rose by 2 basis points to 3.9%, still at a very low rate, as more people came back to the workforce. Consumer confidence indices were mixed but remained at high levels. Retail sales came in strong and were better than expected. Both manufacturing and non-manufacturing activity pulled back for the month but remained in expansion territory. The CPI (Consumer Price Index) edged down slightly while industrial production increased for the month. Existing home sales decreased more than expected as prices continued to rise. On January 30, 2019, the Federal Open Market Committee met and voted to keep the federal funds rate unchanged at a target range of 2.25% to 2.50%. The Committee has become more cautious on the growth of the economy and indicated it would be "patient" regarding future rate adjustments.



BENCHMARK COMPARISON AS OF DECEMBER 31, 2018

3 Month T-Bill: 2.41%

1 Year T-Bill: 2.66%

6 Month T-Bill: 2.54%

LAIF: 2.29%

OCFA Portfolio: 2.25%

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
<i>Book Value-</i>	\$194,645,592	\$135,771,668	\$195,078,136
<i>Yield to Maturity (365 day)</i>	2.25%	2.10%	1.20%
<i>Effective Rate of Return</i>	2.25%	2.08%	1.17%
<i>Days to Maturity</i>	41	45	85



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

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

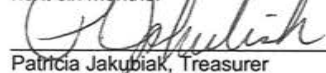
(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	13,753,125.30	13,753,125.30	13,753,125.30	7.14	1	1	1.923	1.950
Federal Agency Coupon Securities	16,000,000.00	15,874,200.00	16,000,000.00	8.31	878	260	1.436	1.456
Federal Agency Disc. -Amortizing	89,000,000.00	88,764,990.00	88,762,852.32	46.11	57	40	2.379	2.412
Treasury Discounts -Amortizing	9,000,000.00	8,995,500.00	8,995,027.50	4.67	63	9	2.219	2.249
Local Agency Investment Funds	65,000,000.00	64,938,323.26	65,000,000.00	33.76	1	1	2.260	2.291
Investments	192,753,125.30	192,326,138.56	192,511,005.12	100.00%	103	41	2.220	2.251
Cash								
Passbook/Checking (not included in yield calculations)	2,503,080.49	2,503,080.49	2,503,080.49		1	1	0.000	0.000
Total Cash and Investments	195,256,205.79	194,829,219.05	195,014,085.61		103	41	2.220	2.251

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	309,431.38	1,504,669.35
Average Daily Balance	162,267,044.46	147,694,117.22
Effective Rate of Return	2.25%	2.02%

"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

1/4/19

Cash and Investments with GASB 31 Adjustment:

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

\$ 195,014,085.61

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

\$ (368,493.66)

Total

\$ 194,645,591.95

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
December 31, 2018

(See Note 1 on page 9) (See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			13,753,125.30	13,753,125.30	13,753,125.30	1.950	1.950	1	
Subtotal and Average			15,515,777.89		13,753,125.30	13,753,125.30	13,753,125.30		1.950	1	
Federal Agency Coupon Securities											
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,943,860.00	7,000,000.00	1.180	1.375	212	08/01/2019
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,930,340.00	9,000,000.00	1.625	1.518	297	10/25/2019
Subtotal and Average			16,000,000.00		16,000,000.00	15,874,200.00	16,000,000.00		1.456	260	
Federal Agency Disc. -Amortizing											
313588AP0	955	Fed Natl Mtg Assoc		12/19/2018	18,000,000.00	17,985,780.00	17,985,245.00	2.270	2.337	13	01/14/2019
313588BA2	956	Fed Natl Mtg Assoc		12/19/2018	9,000,000.00	8,986,320.00	8,986,260.00	2.290	2.360	24	01/25/2019
313384AP4	954	Fed Home Loan Bank		11/29/2018	17,000,000.00	16,986,570.00	16,985,905.11	2.296	2.367	13	01/14/2019
313384BM0	957	Fed Home Loan Bank		12/19/2018	9,000,000.00	8,979,570.00	8,979,262.50	2.370	2.444	35	02/05/2019
313384CE7	958	Fed Home Loan Bank		12/19/2018	9,000,000.00	8,969,400.00	8,969,060.00	2.380	2.457	52	02/22/2019
313384CT4	959	Fed Home Loan Bank		12/19/2018	9,000,000.00	8,961,300.00	8,961,162.50	2.390	2.470	65	03/07/2019
313384DJ5	960	Fed Home Loan Bank		12/19/2018	5,000,000.00	4,973,450.00	4,973,555.55	2.380	2.462	80	03/22/2019
313384DX4	961	Fed Home Loan Bank		12/20/2018	9,000,000.00	8,943,840.00	8,943,735.00	2.420	2.505	93	04/04/2019
313384DJ5	962	Fed Home Loan Bank		12/21/2018	4,000,000.00	3,978,760.00	3,978,666.66	2.400	2.482	80	03/22/2019
Subtotal and Average			46,513,075.67		89,000,000.00	88,764,990.00	88,762,852.32		2.412	40	
Treasury Discounts -Amortizing											
912796QS1	953	US Treasury Bill		11/08/2018	9,000,000.00	8,995,500.00	8,995,027.50	2.210	2.249	9	01/10/2019
Subtotal and Average			19,238,191.10		9,000,000.00	8,995,500.00	8,995,027.50		2.249	9	
Local Agency Investment Funds											
SYS336	336	Local Agency Investmt Fund			65,000,000.00	64,938,323.26	65,000,000.00	2.291	2.291	1	
Subtotal and Average			65,000,000.00		65,000,000.00	64,938,323.26	65,000,000.00		2.291	1	
Total and Average			162,267,044.46		192,753,125.30	192,326,138.56	192,511,005.12		2.251	41	

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2018	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2018	2,483,080.49	2,483,080.49	2,483,080.49		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			162,267,044.46		195,256,205.79	194,829,219.05	195,014,085.61		2.251	41

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



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of January 1, 2019

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(01/01/2019 - 01/01/2019)	4 Maturities	0 Payments		81,256,205.79	41.67%	81,256,205.79	81,194,529.05
Aging Interval: 1 - 30 days	(01/02/2019 - 01/31/2019)	4 Maturities	0 Payments		53,000,000.00	27.15%	52,952,437.61	52,954,170.00
Aging Interval: 31 - 60 days	(02/01/2019 - 03/02/2019)	2 Maturities	0 Payments		18,000,000.00	9.20%	17,948,322.50	17,948,970.00
Aging Interval: 61 - 91 days	(03/03/2019 - 04/02/2019)	3 Maturities	0 Payments		18,000,000.00	9.19%	17,913,384.71	17,913,510.00
Aging Interval: 92 - 121 days	(04/03/2019 - 05/02/2019)	1 Maturities	0 Payments		9,000,000.00	4.59%	8,943,735.00	8,943,840.00
Aging Interval: 122 - 152 days	(05/03/2019 - 06/02/2019)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(06/03/2019 - 07/03/2019)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(07/04/2019 - 10/02/2019)	1 Maturities	0 Payments		7,000,000.00	3.59%	7,000,000.00	6,943,860.00
Aging Interval: 275 - 365 days	(10/03/2019 - 01/01/2020)	1 Maturities	0 Payments		9,000,000.00	4.62%	9,000,000.00	8,930,340.00
Aging Interval: 366 days and after	(01/02/2020 -)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Total for		16 Investments	0 Payments			100.00	195,014,085.61	194,829,219.05



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.



Local Agency Investment Fund (LAIF)

As of December 31, 2018, OCFA has \$65,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of December 31, 2018 is 0.999051127. When applied to OCFA's LAIF investment, the fair value is \$64,938,323 or (\$61,677) 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 December 31, 2018 is included on the following page.



State of California Pooled Money Investment Account Market Valuation 12/31/2018

Carrying Cost Plus				
Description	Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
1* United States Treasury:				
Bills	\$ 16,494,774,781.04	\$ 16,650,272,651.45	\$ 16,646,254,000.00	NA
Notes	\$ 26,084,822,813.35	\$ 26,080,601,689.42	\$ 26,027,720,500.00	\$ 95,204,336.00
1* Federal Agency:				
SBA	\$ 733,319,305.60	\$ 733,319,305.60	\$ 725,337,181.24	\$ 1,533,321.99
MBS-REMICs	\$ 25,252,637.32	\$ 25,252,637.32	\$ 25,738,470.69	\$ 117,951.22
Debentures	\$ 2,067,679,296.33	\$ 2,067,564,886.61	\$ 2,060,749,900.00	\$ 9,201,096.20
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 100,000,000.00	\$ 100,000,000.00	\$ 99,761,500.00	\$ 594,375.00
Discount Notes	\$ 11,645,482,250.14	\$ 11,720,182,916.69	\$ 11,717,455,500.00	NA
1* Supranational Debentures	\$ 489,261,978.98	\$ 489,261,978.98	\$ 489,012,600.00	\$ 2,258,474.00
1* Supranational Debentures FR	\$ 150,312,991.24	\$ 150,312,991.24	\$ 150,570,884.05	\$ 793,633.61
2* CDs and YCDs FR	\$ 525,000,000.00	\$ 525,000,000.00	\$ 525,074,250.00	\$ 1,941,077.42
2* Bank Notes	\$ 850,000,000.00	\$ 850,000,000.00	\$ 849,554,819.14	\$ 8,304,430.54
2* CDs and YCDs	\$ 12,900,000,000.00	\$ 12,900,000,000.00	\$ 12,895,987,828.73	\$ 77,810,611.13
2* Commercial Paper	\$ 5,751,563,722.24	\$ 5,773,027,569.44	\$ 5,772,338,388.88	NA
1* Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,647,740,000.00	\$ 4,647,740,000.00	\$ 4,647,740,000.00	NA
AB 55 & GF Loans	\$ 797,898,000.00	\$ 797,898,000.00	\$ 797,898,000.00	NA
TOTAL	\$ 83,263,107,776.24	\$ 83,510,434,626.75	\$ 83,431,193,822.73	\$ 197,759,307.11

Fair Value Including Accrued Interest

\$ 83,628,953,129.84

* Governmental Accounting Standards Board (GASB) Statement #72

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

The value of each participating dollar equals the fair value divided by the amortized cost (0.999051127). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,981,022.54 or \$20,000,000.00 x 0.999051127.



Orange County Fire Authority
Preliminary Investment Report
January 25, 2019



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
January 25, 2019

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

(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	8,701,236.76	8,701,236.76	8,701,236.76	5.71	1	1	1.923	1.950
Federal Agency Coupon Securities	16,000,000.00	15,888,720.00	16,000,000.00	10.49	878	235	1.436	1.456
Federal Agency Disc. -Amortizing	63,000,000.00	62,762,940.00	62,754,455.27	41.16	90	58	2.445	2.479
Local Agency Investment Funds	65,000,000.00	64,938,323.26	65,000,000.00	42.64	1	1	2.260	2.291
Investments	152,701,236.76	152,291,220.02	152,455,692.03	100.00%	130	49	2.230	2.261
<hr/>								
Cash								
Passbook/Checking (not included in yield calculations)	648,488.13	648,488.13	648,488.13		1	1	0.000	0.000
Total Cash and Investments	153,349,724.89	152,939,708.15	153,104,180.16		130	49	2.230	2.261

Total Earnings	January 25 Month Ending	Fiscal Year To Date
Current Year	279,646.46	1,784,315.81
Average Daily Balance	183,350,889.99	151,959,281.42
Effective Rate of Return	2.23%	2.05%

"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, 2019. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubrak, Treasurer

Cash and Investments with GASB 31 Adjustment:

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

\$ 153,104,180.16

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

\$ (368,493.66)

Total

\$ 152,735,686.50

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
January 25, 2019

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			8,701,236.76	8,701,236.76	8,701,236.76	1.950	1.950	1	
Subtotal and Average			14,920,570.82		8,701,236.76	8,701,236.76	8,701,236.76		1.950	1	
Federal Agency Coupon Securities											
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,953,520.00	7,000,000.00	1.180	1.375	187	08/01/2019
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,935,200.00	9,000,000.00	1.625	1.518	272	10/25/2019
Subtotal and Average			16,000,000.00		16,000,000.00	15,888,720.00	16,000,000.00		1.456	235	
Federal Agency Disc. -Amortizing											
313384BM0	957	Fed Home Loan Bank		12/19/2018	9,000,000.00	8,995,230.00	8,994,075.00	2.370	2.444	10	02/05/2019
313384CE7	958	Fed Home Loan Bank		12/19/2018	9,000,000.00	8,985,150.00	8,983,935.00	2.380	2.457	27	02/22/2019
313384CT4	959	Fed Home Loan Bank		12/19/2018	9,000,000.00	8,977,320.00	8,976,100.00	2.390	2.470	40	03/07/2019
313384DJ5	960	Fed Home Loan Bank		12/19/2018	5,000,000.00	4,982,400.00	4,981,819.44	2.380	2.462	55	03/22/2019
313384DX4	961	Fed Home Loan Bank		12/20/2018	8,000,000.00	8,960,400.00	8,958,860.00	2.420	2.505	68	04/04/2019
313384DJ5	962	Fed Home Loan Bank		12/21/2018	4,000,000.00	3,985,920.00	3,985,333.33	2.400	2.482	55	03/22/2019
313384ES3	963	Fed Home Loan Bank		01/07/2019	9,000,000.00	8,934,030.00	8,932,290.00	2.440	2.531	111	05/17/2019
313384FC8	964	Fed Home Loan Bank		01/10/2019	9,000,000.00	8,942,490.00	8,942,042.50	2.390	2.475	97	05/03/2019
Subtotal and Average			84,175,438.93		63,000,000.00	62,762,940.00	62,754,455.27		2.479	58	
Treasury Discounts -Amortizing											
Subtotal and Average			3,239,204.40								
Local Agency Investment Funds											
SYS336	336	Local Agency Investmt Fund			65,000,000.00	64,938,323.26	65,000,000.00	2.291	2.291	1	
Subtotal and Average			65,015,675.84		65,000,000.00	64,938,323.26	65,000,000.00		2.291	1	
Total and Average			183,350,889.99		152,701,236.76	152,291,220.02	152,455,692.03		2.261	49	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
January 25, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2018	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2018	628,488.13	628,488.13	628,488.13		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			183,350,889.99		153,349,724.89	152,939,708.15	153,104,180.16		2.261	49

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of January 26, 2019

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	(01/26/2019 - 01/26/2019)	4 Maturities	0 Payments		74,349,724.89	48.56%	74,349,724.89	74,288,048.15
Aging Interval: 1 - 30 days	(01/27/2019 - 02/25/2019)	2 Maturities	0 Payments		18,000,000.00	11.74%	17,978,010.00	17,980,380.00
Aging Interval: 31 - 60 days	(02/26/2019 - 03/27/2019)	3 Maturities	0 Payments		18,000,000.00	11.72%	17,943,252.77	17,945,640.00
Aging Interval: 61 - 91 days	(03/28/2019 - 04/27/2019)	1 Maturities	0 Payments		9,000,000.00	5.85%	8,958,860.00	8,960,400.00
Aging Interval: 92 - 121 days	(04/28/2019 - 05/27/2019)	2 Maturities	0 Payments		18,000,000.00	11.67%	17,874,332.50	17,876,520.00
Aging Interval: 122 - 152 days	(05/28/2019 - 06/27/2019)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(06/28/2019 - 07/28/2019)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(07/29/2019 - 10/27/2019)	2 Maturities	0 Payments		16,000,000.00	10.45%	16,000,000.00	15,888,720.00
Aging Interval: 275 days and after	(10/28/2019 -)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Total for		14 Investments	0 Payments			100.00%	153,104,180.16	152,939,708.15



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

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

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

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

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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

Orange County Fire Authority Monthly Investment Report



Final Report – January 2019

Preliminary Report – February 2019



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Orange County Fire Authority

Final Investment Report

January 31, 2019



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of January 2019, the size of the portfolio reversed and decreased significantly by \$40.9 million to \$153.7 million. Significant receipts for the month included various apportionments of property taxes totaling \$16.3 million and a cash contract payment along with other charges for current services and intergovernmental agency payments for a total of \$4.3 million. Significant disbursements for the month included two biweekly payrolls which were approximately \$12.0 million each with related benefits and a \$34.8 million payment to OCERS for the prepayment of the retirement cost for fiscal year 2019/20. Total January cash outflows amounted to approximately \$62.8 million. The portfolio's balance is expected to decrease further in the following month as there are no major receipts expected in February.

In January, the portfolio's yield to maturity (365-day equivalent) rose by 3 basis points to 2.28%. The effective rate of return edged up by 1 basis point to 2.26% for the month and by 4 basis points to 2.06% for the fiscal year to date. The average maturity of the portfolio increased by 5 days to 46 days to maturity.

Economic News

The U.S. economy continued to grow in January 2019 with strong employment conditions; however, some other economic activities appeared to pull back slightly. There were a total of 304,000 new jobs created in January, another much stronger employment number than what had been expected. The unemployment rate, on the other hand, edged up further by 1 basis point to 4.0%, although primarily caused by the partial government shutdown from December 22, 2018 to January 25, 2019, which also delayed the release of some of the economic reports. Both the Conference Board Consumer Confidence and the University of Michigan Consumer Sentiment Indices dropped slightly, but remained at strong levels. Manufacturing activity increased while the non-manufacturing sector decreased for the month. The CPI (Consumer Price Index) was unchanged, keeping inflation low. Industrial production reversed and declined in January. Existing home sales also decreased slightly further for the month.



BENCHMARK COMPARISON AS OF JANUARY 31, 2019

3 Month T-Bill: 2.42%

1 Year T-Bill: 2.58%

6 Month T-Bill: 2.51%

LAIF: 2.36%

OCFA Portfolio: 2.26%

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$153,781,149	\$194,645,592	\$161,668,906
Yield to Maturity (365 day)	2.28%	2.25%	1.32%
Effective Rate of Return	2.26%	2.25%	1.29%
Days to Maturity	46	41	101



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
January 31, 2019

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	10,100,236.76	10,100,236.76	10,100,236.76	6.56	1	1	1.884	1.910
Federal Agency Coupon Securities	16,000,000.00	15,897,470.00	16,000,000.00	10.40	878	229	1.436	1.456
Federal Agency Disc. -Amortizing	63,000,000.00	62,779,950.00	62,779,623.61	40.80	90	52	2.445	2.479
Local Agency Investment Funds	65,000,000.00	64,938,323.26	65,000,000.00	42.24	1	1	2.323	2.355
Investments	154,100,236.76	153,715,980.02	153,879,860.37	100.00%	129	46	2.252	2.283

Cash

Passbook/Checking (not included in yield calculations)	269,782.00	269,782.00	269,782.00		1	1	0.000	0.000
Total Cash and Investments	154,370,018.76	153,985,762.02	154,149,642.37		129	46	2.252	2.283

Total Earnings	January 31 Month Ending	Fiscal Year To Date
Current Year	340,652.26	1,845,321.61
Average Daily Balance	177,548,365.82	151,998,683.29
Effective Rate of Return	2.26%	2.06%

"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, 2019. 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
 Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 154,149,642.37
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ (368,493.66)
Total	\$ 153,781,148.71

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
January 31, 2019

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	YTM/C	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash									
SYS528	528	Federated Treasury Obligations			10,100,236.76	10,100,236.76	1.910	1	
Subtotal and Average			13,891,178.72		10,100,236.76	10,100,236.76		1.910	1
Federal Agency Coupon Securities									
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,955,970.00	1.180	181	08/01/2019
3134GBHT2	922	Fed Home Loan-Mtg Corp		04/25/2017	9,000,000.00	8,941,500.00	1.625	266	10/25/2019
Subtotal and Average			16,000,000.00		16,000,000.00	15,897,470.00		1.456	229
Federal Agency Disc. -Amortizing									
313384BM0	957	Fed Home Loan Bank		12/19/2018	9,000,000.00	8,997,570.00	2.370	2,444	02/05/2019
313384CE7	958	Fed Home Loan Bank		12/19/2018	9,000,000.00	8,987,490.00	2.380	2,457	02/22/2019
313384CT4	959	Fed Home Loan Bank		12/19/2018	9,000,000.00	8,979,570.00	2.390	2,470	03/07/2019
313384DJ5	960	Fed Home Loan Bank		12/19/2018	5,000,000.00	4,983,650.00	2.380	2,462	03/22/2019
313384DX4	961	Fed Home Loan Bank		12/20/2018	9,000,000.00	8,962,830.00	2.420	2,505	04/04/2019
313384DJ5	962	Fed Home Loan Bank		12/21/2018	4,000,000.00	3,986,920.00	2.400	2,482	03/22/2019
313384FS3	963	Fed Home Loan Bank		01/07/2019	9,000,000.00	8,936,730.00	2.440	2,531	05/17/2019
313384FC8	964	Fed Home Loan Bank		01/10/2019	9,000,000.00	8,945,190.00	2.390	2,475	05/03/2019
Subtotal and Average			80,032,283.68		63,000,000.00	62,779,950.00		2.479	52
Treasury Discounts -Amortizing									
Subtotal and Average			2,612,261.61						
Local Agency Investment Funds									
SYS336	336	Local Agency Invstmt Fund			65,000,000.00	64,938,323.26	2.355	2,355	1
Subtotal and Average			65,012,641.80		65,000,000.00	64,938,323.26		2.355	1
Total and Average			177,548,365.82		154,100,236.76	153,715,980.02		2.283	46

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
January 31, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2018	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2018	249,782.00	249,782.00	249,782.00		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			177,548,365.82		154,370,018.76	153,985,762.02	154,149,642.37		2.283	46

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



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of February 1, 2019

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	(02/01/2019 - 02/01/2019)	4 Maturities	0 Payments	75,370,018.76	48.89%	75,370,018.76	75,308,342.02
Aging Interval: 1 - 30 days	(02/02/2019 - 03/03/2019)	2 Maturities	0 Payments	18,000,000.00	11.67%	17,985,135.00	17,985,060.00
Aging Interval: 31 - 60 days	(03/04/2019 - 04/02/2019)	3 Maturities	0 Payments	18,000,000.00	11.64%	17,950,421.11	17,950,140.00
Aging Interval: 61 - 91 days	(04/03/2019 - 05/03/2019)	2 Maturities	0 Payments	18,000,000.00	11.62%	17,908,117.50	17,908,020.00
Aging Interval: 92 - 121 days	(05/04/2019 - 06/02/2019)	1 Maturities	0 Payments	9,000,000.00	5.80%	8,935,950.00	8,936,730.00
Aging Interval: 122 - 152 days	(06/03/2019 - 07/03/2019)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(07/04/2019 - 08/03/2019)	1 Maturities	0 Payments	7,000,000.00	4.54%	7,000,000.00	6,955,970.00
Aging Interval: 184 - 274 days	(08/04/2019 - 11/02/2019)	1 Maturities	0 Payments	9,000,000.00	5.84%	9,000,000.00	8,941,500.00
Aging Interval: 275 days and after	(11/03/2019 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		14 Investments	0 Payments		100.00	154,149,642.37	153,985,762.02



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.



Local Agency Investment Fund (LAIF)

As of January 31, 2019, OCFA has \$65,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of December 31, 2018 is 0.999051127. When applied to OCFA's LAIF investment, the fair value is \$64,938,323 or (\$61,677) 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 January 31, 2019 is included on the following page.



State of California Pooled Money Investment Account Market Valuation 1/31/2019

Description	Carrying Cost Plus		Fair Value	Accrued Interest	
	Accrued Interest	Purch.			
United States Treasury:					
Bills	\$	19,433,132,409.12	\$	19,593,948,000.00	NA
Notes	\$	28,026,227,572.44	\$	27,996,663,000.00	\$ 113,274,173.50
Federal Agency:					
SBA	\$	717,867,714.45	\$	709,671,230.83	\$ 1,500,844.44
MBS-REMICs	\$	24,943,909.82	\$	25,419,759.31	\$ 116,497.34
Debentures	\$	2,117,412,040.43	\$	2,112,489,000.00	\$ 10,310,105.10
Debentures FR	\$	-	\$	-	\$ -
Debentures CL	\$	100,000,000.00	\$	99,824,000.00	\$ 792,500.00
Discount Notes	\$	14,976,028,958.54	\$	15,062,626,500.00	NA
Supranational Debentures	\$	588,851,759.10	\$	588,505,900.00	\$ 3,748,973.50
Supranational Debentures FR	\$	150,312,991.24	\$	150,567,837.10	\$ 169,699.45
CDs and YCDs FR	\$	475,000,000.00	\$	475,064,500.00	\$ 1,476,124.99
Bank Notes	\$	850,000,000.00	\$	849,801,222.81	\$ 7,072,861.11
CDs and YCDs	\$	13,650,000,000.00	\$	13,648,436,997.54	\$ 79,584,652.79
Commercial Paper	\$	6,598,140,986.11	\$	6,620,995,472.21	NA
Corporate:					
Bonds FR	\$	-	\$	-	\$ -
Bonds	\$	-	\$	-	\$ -
Repurchase Agreements	\$	-	\$	-	\$ -
Reverse Repurchase	\$	-	\$	-	\$ -
Time Deposits	\$	4,582,740,000.00	\$	4,582,740,000.00	NA
AB 55 & GF Loans	\$	800,905,000.00	\$	800,905,000.00	NA
TOTAL	\$	93,091,563,341.25	\$	93,317,658,419.80	\$ 218,046,432.22

Fair Value Including Accrued Interest \$ 93,535,704,852.02

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



Orange County Fire Authority

Preliminary Investment Report

February 22, 2019



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
February 22, 2019

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

(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	6,566,222.71	6,566,222.71	6,566,222.71	4.96	1	1	1.884	1.910
Federal Agency Coupon Securities	16,000,000.00	15,908,160.00	16,000,000.00	12.08	878	207	1.436	1.456
Federal Agency Disc. -Amortizing	45,000,000.00	44,866,620.00	44,860,647.50	33.88	104	46	2.456	2.490
Local Agency Investment Funds	65,000,000.00	64,938,323.26	65,000,000.00	49.08	1	1	2.323	2.355
Investments	132,566,222.71	132,279,325.97	132,426,870.21	100.00%	142	41	2.239	2.270

Cash (See Note 4 on page 18)

Passbook/Checking (not included in yield calculations)	-763,412.42	-763,412.42	-763,412.42	0	0	0.000	0.000
Total Cash and Investments	131,802,810.29	131,515,913.55	131,663,457.79	142	41	2.239	2.270

Total Earnings	February 22 Month Ending	Fiscal Year To Date
Current Year	197,019.15	2,042,340.76
Average Daily Balance	145,677,249.69	151,411,883.55
Effective Rate of Return	2.24%	2.08%

"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, 2019. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

3/1/19

Cash and Investments with GASB 31 Adjustment:

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

\$ 131,663,457.79

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

\$ (368,493.66)

Total

\$ 131,294,964.13

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management

Portfolio Details - Investments

February 22, 2019

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Yield	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
(See Note 4 on page 18)											
SYS528	528	Federated Treasury Obligations			6,566,222.71	6,566,222.71		1.910	1.910	1	
Subtotal and Average			9,626,746.43		6,566,222.71	6,566,222.71			1.910	1	
Federal Agency Coupon Securities											
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,961,710.00		1.180	1.375	159	08/01/2019
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,946,450.00		1.625	1.518	244	10/25/2019
Subtotal and Average			16,000,000.00		16,000,000.00	15,908,160.00			1.456	207	
Federal Agency Disc. -Amortizing											
313384CT4	959	Fed Home Loan Bank		12/19/2018	9,000,000.00	8,993,970.00		2.390	2.470	12	03/07/2019
313384DJ5	960	Fed Home Loan Bank		12/19/2018	5,000,000.00	4,991,650.00		2.380	2.462	27	03/22/2019
313384DX4	961	Fed Home Loan Bank		12/20/2018	9,000,000.00	8,977,140.00		2.420	2.505	40	04/04/2019
313384DJ5	962	Fed Home Loan Bank		12/21/2018	4,000,000.00	3,993,320.00		2.400	2.482	27	03/22/2019
313384FS3	963	Fed Home Loan Bank		01/07/2019	9,000,000.00	8,951,040.00		2.440	2.531	83	05/17/2019
313384FC8	964	Fed Home Loan Bank		01/10/2019	9,000,000.00	8,959,500.00		2.390	2.475	69	05/03/2019
Subtotal and Average			55,050,503.26		45,000,000.00	44,866,620.00			2.490	46	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			65,000,000.00	64,938,323.26		2.355	2.355	1	
Subtotal and Average			65,000,000.00		65,000,000.00	64,938,323.26			2.355	1	
Total and Average			145,677,249.69		132,566,222.71	132,279,325.97			2.270	41	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
February 22, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2018	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2018	-783,412.42	-783,412.42	-783,412.42	(See Note 4 on page 18)	0.000	1
		Average Balance	0.00							0
Total Cash and Investments			145,677,249.69		131,802,810.29	131,515,913.55	131,663,457.79		2.270	41

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of February 23, 2019

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(02/23/2019 - 02/23/2019)	4 Maturities	0 Payments		70,802,810.29	53.78%	70,802,810.29	70,741,133.55
Aging Interval: 1 - 30 days	(02/24/2019 - 03/25/2019)	3 Maturities	0 Payments		18,000,000.00	13.65%	17,976,705.00	17,978,940.00
Aging Interval: 31 - 60 days	(03/26/2019 - 04/24/2019)	1 Maturities	0 Payments		9,000,000.00	6.82%	8,975,800.00	8,977,140.00
Aging Interval: 61 - 91 days	(04/25/2019 - 05/25/2019)	2 Maturities	0 Payments		18,000,000.00	13.60%	17,908,142.50	17,910,540.00
Aging Interval: 92 - 121 days	(05/26/2019 - 06/24/2019)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	(06/25/2019 - 07/25/2019)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(07/26/2019 - 08/25/2019)	1 Maturities	0 Payments		7,000,000.00	5.32%	7,000,000.00	6,961,710.00
Aging Interval: 184 - 274 days	(08/26/2019 - 11/24/2019)	1 Maturities	0 Payments		9,000,000.00	6.84%	9,000,000.00	8,946,450.00
Aging Interval: 275 days and after	(11/25/2019 -)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Total for		12 Investments	0 Payments			100.00	131,663,457.79	131,515,913.55



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

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

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

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

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3B
Consent Calendar

Second Quarter Financial Newsletter

Contact(s) for Further Information

Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
Tricia Jakubiak, Treasurer	triciajakubiak@ocfa.org	714.573.6301
Deborah Gunderson, Budget Manager	deborahgunderson@ocfa.org	714.573.6302

Summary

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the second quarter of FY 2018/19.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular February 13, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The Quarterly Financial Newsletter provides information about the General Fund's top five revenue sources as well as expenditures by department and by type. Revenues and expenditures for the Capital Improvement Program (CIP) funds are also included. Revenues and expenditures for the General and CIP Funds through the second quarter are within budgetary estimates, except where noted in the attached newsletter.

Attachment(s)

Second Quarter Financial Newsletter – July 2018 to December 2018



Orange County Fire Authority

Second Quarter Financial Newsletter – July 2018 to December 2018

OVERVIEW

This report covers fiscal activities in the General Fund and CIP Funds through the second quarter of Fiscal Year 2018/19. Budget figures include all budget adjustments authorized by the Board through the end of the second quarter.

GENERAL FUND

With 50% of the year completed, General Fund revenues are 51.3% of budget and expenditures are 49.5% as shown below. This presents a snapshot in time; variances from expected trends appear in the charts following this snapshot.

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Variance
Revenues	206,151,926	401,859,181	195,707,255	51.3%
Expenditures	199,970,061	403,321,044	203,350,983	49.5%

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

Top Five Revenues	YTD Actual Receipts	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Property Taxes	137,113,123	137,143,125	(30,002)	0%
Cash Contracts	56,841,162	56,841,162	0	0%
State Reimbursements	6,000,232	6,000,000	232	0%
Community Risk Reduction Fees	2,733,304	3,119,213	(385,909)	-14%
Federal Reimbursements	2,066,795	2,000,000	66,795	3%
Total	204,754,616	205,103,500	(348,884)	0%

- **Community Risk Reduction (CRR) Fees:** The budget for these revenues was raised in FY 2018/19 based on the results of the latest fee study. While the actual revenues match those received in previous years, expected increases are not occurring. CRR staff are reviewing volume and other reports to determine if any corrections are needed. If so, those will be addressed with a Budget Adjustment before the year concludes.

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

Expenditures by Department	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Business Services	22,803,218	23,363,826	(560,608)	-2%
Command & Emergency Planning	3,273,097	3,401,999	(128,902)	-4%
Community Risk Reduction	4,749,936	4,841,952	(92,016)	-2%
EMS & Training	4,448,783	4,322,552	126,231	3%
Executive Management	2,692,756	2,665,957	26,799	1%
Human Resources	5,108,115	5,432,940	(324,825)	-6%
Logistics	15,524,024	15,392,277	131,747	1%
Operations	133,290,187	131,660,496	1,629,691	1%
Special Operations	8,079,944	9,136,289	(1,056,345)	-13%
Total	199,970,060	200,218,286	(248,226)	0%

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

- **Operations** – This department is trending over budget estimates primarily due to overtime for assistance by hire incidents. Overtime will be adjusted at the Mid-year Budget Adjustment and it is expected the department will remain within budgetary expectations after the adjustment.
- **Special Operations** – This department is trending under budget estimates primarily due to the decision by Air Operations to not pursue installation of Forward Looking Infrared (FLIR) cameras for the helicopters. The supplies and equipment budgets will be reduced by \$1.1 million at the Mid-year Budget Adjustment to reflect that decision.

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

Expenditures by Type	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	183,502,353	181,923,725	1,578,629	1%
Services and Supplies	15,342,425	16,696,614	(1,354,188)	-9%
Equipment	1,125,282	1,597,948	(472,666)	-42%
Total	199,970,061	200,218,286	(248,225)	0%

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

- **Salary & Employee Benefits** –This category is trending over budget estimates by approximately \$1.6 million or 1%. This is primarily due to overtime expenditures for assistance by hire incidents. This will be corrected with a Mid-year Budget Adjustment as described above.
- **Services and Supplies, Equipment** – Actual expenditures for the two categories finished approximately \$1.8 million or 11% under estimates through the second quarter. This is primarily due to the FLIR camera project being cancelled as described above.

CIP FUNDS

Revenues and expenditures for the Capital Improvement Program funds are summarized below. Any variances are noted following the fund table:

General Fund CIP

Fund 12110	YTD Actual	Budget	Percent
Expenditures	1,120,886	5,452,477	21%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$5.5 million include funding for routine maintenance and replacement of equipment such as pagers, PCs, laptops, printers, 800 MHz radios, VHF radios, MDC system, fire station telephone/alarm system upgrade, network servers, data storage, cardiac monitors, high pressure airbags, fire shelters, thermal imaging cameras, fire station bathroom gender compliance and FS 26 kitchen, flooring and bathroom remodel.
- YTD Expenditures of approximately \$1.1 million are attributable to progress on the Weather/Emergency Ops Center, cardiac monitors, and various IT projects.
- Appropriated projects are being reviewed for determination of project execution timing; several projects may be moved to succeeding years.

Fire Stations and Facilities

Fund 123	YTD Actual	Budget	Percent
Revenue	176,527	892,856	19.8%
Expenditures	181,743	16,066,642	1.1%

- The revenue budget includes interest and miscellaneous development related revenue. Actual revenues in this fund are attributable to interest earned through the second quarter. Interest is calculated based on portfolio performance and allocated across all the Funds based on average monthly cash balances in the Fund.
- Appropriations of \$16 million include funding for replacement of Fire Station 9 and 10, RFOTC Training Grounds expansion and upgrade; US&R warehouse training center improvements, infrastructure security enhancements, site stabilization at Fire Station 42, FS 49 Apparatus bay floor reconstruction, carport installations in FS 18, and retrofitting existing stations' fire life safety systems.
- Expenditures through the second quarter are attributable to the US&R warehouse training center improvements and carports at FS 18.
- Appropriated projects are being reviewed for determination of project execution timing; several projects may be moved to succeeding years.

Communications & Info. Systems

Fund 124	YTD Actual	Budget	Percent
Revenue	108,766	136,770	79.5%
Expenditures	2,937,769	10,691,188	27.5%

- The revenue budget in this fund is attributable to interest. Actual revenues in this fund are comprised of interest earned through the second quarter. Interest is calculated based on portfolio performance and allocated across all the Funds based on average monthly cash balances in the Fund. This fund is retaining more cash than expected during budget development.
- Appropriations of \$10.7 million include funding for: RFOTC Data Center Fire Suppression system, Disaster Recovery Co-Location facility, Incident Reporting Application Replacement, IFP Replacement, 800 MHz System Upgrade, and Enterprise Audio Video Equipment Upgrades
- YTD expenditures are primarily attributable to the 800 MHz system upgrade.
- Appropriated projects are being reviewed for determination of project execution timing; several projects may be moved to succeeding years.

Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	913,131	2,302,669	39.7%
Expenditures	2,007,439	12,118,231	16.6%

- Revenues in this fund are attributable to vehicle replacement program payments from cash contract cities, and interest earned through the second quarter.
- Expenditures in this fund include quarterly lease payments on the helicopters, vehicle outfitting, Command vehicles, and mid and full size 4 door vehicles for operations, property and risk management and EMS. The bidding process is expected to begin for many vehicle projects in the next quarter, therefore expenditures will rise in succeeding quarters.

SUMMARY

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3C
Consent Calendar

**Sole Source Contract for Wildfire Cameras
and Meteorological Systems**

Contact(s) for Further Information

Dave Anderson, Deputy Chief
Emergency Operations Bureau

daveanderson@ocfa.org

714.573.6006

Brian Norton, Division Chief
Special Operations

briannorton@ocfa.org

714.573.6761

Summary

This agenda item seeks approval of a sole source contract with the University of California, San Diego (UCSD) in the amount of \$90,000 to complete the High-Performance Wireless Research and Education Network (HPWREN) ALERTWildfire camera system on peaks and high points throughout Orange County. Footage from these cameras will be visible to the public on the ALERTWildfire website and controlled by command staff at OCFA.

Prior Board/Committee Action

On October 25, 2018, the Board of Directors accepted the 2017 CAL FIRE Fire Prevention Grant and approved the respective budget adjustment to the FY 2018/19 General Fund (121) for Remote Wildfire Cameras and Meteorological Sensors.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute the proposed service agreement in the amount of \$90,000 with University of California, San Diego for High-Performance Wireless Research and Education Network ALERTWildfire cameras and meteorological systems at five sites in Orange County.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The FY 2018/19 General Fund includes \$90,000 grant funds from the CAL FIRE Fire Prevention Grant received for this project.

Background

These cameras and meteorological sensors are part of the HPWREN/ALERTWildfire networks will complete Orange County sensor buildout. The project is funded through a CAL FIRE Fire Prevention Grant that was accepted by the OCFA in 2017. The remote wildfire cameras will help to protect the 3.1 million residents within the county, while benefitting nearly 11,576 habitable structures within the State Responsibility Area and another 130,220 structures within the Very High Local Responsibility Area - Wildland Urban Interface Areas.

The cameras will be strategically placed throughout the county to provide visibility and monitoring of wildfires, while the meteorological sensors will provide up to date site specific weather information that will provide incident commanders the information needed to make informed fire management decisions.

Through participation in the HPWREN/ALERTWildfire Program, OCFA will be part of a standardized program that provides visibility through a public website to the public as well as emergency managers. OCFA command staff will have access to the moveable Pan Tilt Zoom cameras, affording increased opportunities for situational awareness.

Attachment(s)

1. UCSD Service Agreement
2. Sole Source Justification Form

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between **The Regents of the University of California on behalf of the University of California, San Diego**, a public, not-for-profit, educational institution located at 9500 Gilman Drive, La Jolla, California 92093 ("UCSD") and the **Company** whose name and address appear on Exhibit A, attached hereto and incorporated by reference herein ("Company").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Work.** UCSD will perform the services set forth on Exhibit A, Services, attached hereto and incorporated by reference herein ("Services").
2. **Deliverables.** UCSD will provide to the Company the deliverables set forth on Exhibit A, incorporated by reference herein.
3. **Cost.** As consideration for UCSD's performance of the Services, the Company will pay UCSD the costs set forth on Exhibit A, incorporated by reference herein.
4. **Payment.**
 - 4.1. **Schedule.** The Company shall pay UCSD the compensation on the dates or milestones set forth on Exhibit A, incorporated by reference herein. In order to receive payment, UCSD will not be required to submit an invoice, unless otherwise stated on Exhibit A.
 - 4.2. **Remittance.** Checks are to be made payable to The Regents of the University of California and sent to the address set forth in Exhibit A.
5. **Term of Agreement.** This Agreement will begin and end on the dates set forth on Exhibit A.
6. **UCSD Contact.** All inquiries and notices with respect to this Agreement shall be sent to the UCSD contact whose name and related information are set forth on Exhibit A.
7. **Responsibilities.** The Company shall provide to UCSD those items listed in Exhibit A, if any, in a timely and secure manner so as to allow UCSD to perform its work. The parties agree to comply with any and all applicable laws, rules, regulations, and policies.
8. **Termination.** Either party may terminate this Agreement upon thirty (30) days' written notice. If the Company terminates this Agreement, the Company will pay UCSD for all costs and any non-cancelable obligations incurred up to the effective date of termination. If UCSD terminates this Agreement, UCSD shall return any unexpended advance payments from the Company (if any), but only to the extent that such payments exceed the cumulative total of all costs and obligations incurred by UCSD that cannot be cancelled.
9. **Insurance.** Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, and workers' compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of either party.
10. **Indemnification and Limitation of Liability.**
 - 10.1 Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.
 - 10.2 To the maximum extent allowed by law, for any and all claims, losses, costs, or damages arising from breach of contract, negligence, tort, or any other common law or statutory theory of recovery, including without limitation attorney's fees and costs and expert witness fees and costs (collectively, "Losses"), each Party's total monetary liability to the other Party shall be limited to the amount of this Agreement; provided, however, that the foregoing limitation shall not apply to (i) losses caused by or resulting from the unlawful or willful misconduct or gross negligence of a Party, or (ii) a Party's indemnification and insurance obligations hereunder.

10.3 Notwithstanding any other provision in this Agreement, UCSD shall have no liability to Company and shall have no indemnity or defense obligation to Company for any and all claims under any legal theory (including, but not limited to, claims for negligence and breach of contract) arising from or related to damage or injuries caused directly or indirectly by fires; provided however, if the claim arises from a fire started by UCSD's negligently or intentionally arising from started by UCSD during its installation, operation, or maintenance of the cameras provided for in this Agreement, regardless of the timing of such fire, the limitation of liability in this sentence will not apply.

10.4 Neither Party, its officers, directors, employees, agents, representatives, successors, and assigns, shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract (including insurance), or tort (including negligence or strict liability), including loss of use of or underutilization of labor or facilities, loss of revenue or anticipated profits, or claims from customers, arising out of, in connection with, or relating to the Agreement; provided, however, that the foregoing limitation shall not apply to (i) losses caused by or resulting from the unlawful or willful misconduct or gross negligence of a Party, or (ii) a Party's indemnification and insurance obligations under this Agreement.

11. **Performance.** UCSD agrees to perform the Services in accordance with applicable state and federal regulations. Except with regard to its indemnification obligations, neither party will be liable to the other for any indirect special, incidental, exemplary, or consequential damages, or costs, including but not limited to any lost profits or revenues, even if such party has been advised of the possibility of such damages and regardless of the legal theory under which such damages are sought. **UCSD DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OF ANY PATENT OR PATENT APPLICATION WITH REGARD TO DELIVERABLES PROVIDED TO THE COMPANY.** Company's remedy for failure by UCSD or persons acting on its behalf to perform services under this Agreement is limited to re-performance, replacement, or reimbursement of any unexpended payments.
12. **Company's Ownership of Deliverables.** The Company will own the deliverables upon payment in full of the cost of the Services. Other than the deliverables, there shall be no transfer of intellectual property rights between the parties under this Agreement.
13. **Use of UCSD Name.** California Education Code Section 92000 prohibits use of the University of California, San Diego's name to suggest that UCSD endorses a product or service. The Company will not use The University of California's name, or any acronym thereof, including UCSD, without UCSD's prior written approval.
14. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of UCSD, UCSD's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above. The Company's duty to pay for past or continuing costs is not suspended hereunder.
15. **Non-Interference.** Notwithstanding any other provision contained herein, the use of UCSD facilities and/or UCSD personnel in support of this Agreement can only be authorized to the extent it will not interfere with work related to the prime missions of UCSD, (e.g., education,

research, and outreach), as determined in UCSD's sole discretion.

- 16. Fabrications and Research Prototypes – Assumption of Risk and Related Liability.** Items that UCSD builds pursuant to this Agreement, if any, are not for use in the commercial markets. UCSD is an educational and research institution and, to the extent this project calls for a research prototype fabrication or a design based on specifications provided by the Company, UCSD disclaims all warranties of all kinds with respect to such items and Company expressly acknowledges that such deliverables are not expected to meet commercial standards. Company shall carefully review the design of any deliverables, and in choosing to utilize the prototypes or fabrications, agrees to accept all responsibility for infringement actions and any problems with the design or quality of the manufacture of the items and shall be solely responsible for resulting damages or injuries. In the event of a third party action, as between the Parties, Company shall be ultimately responsible for claims based on the design or manufacture of the deliverables. COMPANY IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE DELIVERABLES AND/OR ADVICE RENDERED HEREUNDER SUIT ITS NEEDS AND FOR ANY RESULTS OBTAINED AS A CONSEQUENCE OF THE USE OF ANY SUCH DELIVERABLES AND/OR ADVICE.
- 17. Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed email transmission, addressed to the other party at the address set forth on Exhibit A, or at such other address as such party hereto may hereafter specify in writing to the other party.
- 18. Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
- 19. Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement.
- 20. Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
- 21. Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
- 22. Modification of Agreement.** This Agreement shall be changed only by written agreement of the parties.
- 23. Applicable Law and Disputes**
- 23.1. Applicable Law, Venue, and Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Company agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of San Diego.
- 23.2. Disputes.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Should a dispute fail to be resolved through discussion between the parties, it may be finally settled in court in San Diego, California or through arbitration in San Diego, California.
- 24. Disclosure Obligations.** Company recognizes and acknowledges that UCSD honors the disclosure obligations of the California Public Records Act (the "PRA"), and that nothing in this Agreement shall be interpreted as limiting UCSD's ability to honor and abide by the requirements of the PRA as UCSD, at its sole discretion, deems appropriate. UCSD shall attempt to notify the Company promptly upon determining that any materials that Company previously designated, in writing, as "confidential" may be subject to a pending PRA request. Such notification shall include a reasonably specific description

of the "confidential" information potentially subject to disclosure pursuant to the pending PRA request (the "Potentially Relevant Records"). To the extent permitted by law, and to the extent that time permits, UCSD shall then give the Company a reasonable time period to demonstrate — to the sole satisfaction of UCSD — that some or all of the Potentially Relevant Records are (i) not relevant to the pending PRA request and/or (ii) protected from disclosure pursuant to an exception codified in the PRA. If UCSD thereafter concludes — in its own sole discretion — that some or all of the Potentially Relevant Records must be disclosed, UCSD shall so notify the Company and — to the extent permitted by law, and to the extent that time permits — give the Company a reasonable opportunity to seek a court order protecting such Potentially Relevant Records. Unless such a court order is secured in a timely fashion, UCSD shall disclose those records it determines — in its own sole discretion — must be released pursuant to the pending PRA request.

- 25. Signatures, Counterparts, and Copies.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if all signatures had been entered on one document. Signatures may be delivered among and between parties by electronic means. Electronic copies of this Agreement may be used for any and all purposes for which the original may have been used.
- 26. Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
- 27. Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
- 28. Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.
- 29. Company's Representations and Warranties.** Company represents and warrants that, except as expressly provided for herein, no obligations are imposed upon UCSD as a result of any other agreement(s) involving Company to which UCSD is not a party.
- 30. Contractor Determination (Uniform Guidance - 2 CFR 200.330).** Company represents that, if it has received federal funds to support this agreement, then, pursuant to the Uniform Guidance, it has reviewed the Services to be performed by UCSD and has determined UCSD to be a "Contractor". Company therefore represents that it is not providing a "Subaward" to UCSD but rather is engaging UCSD to provide "goods and services for [Company's] own use" and creating a "procurement relationship" with UCSD. Accordingly, Company is not providing federal award information or terms to UCSD or otherwise complying with 2 CFR 200.331, and will not report to its sponsor or the federal government that UCSD is a "Subrecipient" in FFATA or other reporting, nor will it treat UCSD as a "Subrecipient" in overhead calculations or in any other way.
- 31. Export Control.** The parties agree to abide by all United States export control regulations. Notwithstanding the foregoing, no export controlled materials or information/data shall be transferred from one party to the other under this Agreement.
- 32. Entire Agreement.** This Agreement, including Exhibit A which terms and conditions are made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the Company's purchase order or similar document shall have no force and effect.

Signatures follow on next page.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE
UNIVERSITY OF CALIFORNIA, SAN DIEGO

By: Andrea Lupu Date: 2.19.19

Name: Andrea Lupu
Title: Principal Contract & Grant Analyst

COMPANY

By: _____ Date: _____

Name: _____
Title: _____

EXHIBIT A

SERVICES

COMPANY:

Orange County Fire Authority

A California Government Agency

Principal place of business located at 1 Fire Authority Road, Irvine, CA 92602

Attention: Brian Norton

Telephone: (714) 573-6000

Email: BrianNorton@ocfa.org

1. SCOPE OF WORK:

Build HPWREN Wildfire Cameras and Meteorological Systems at five sites in Orange County (Signal Hill, Marconi, Starr, San Clemente, Rancho Mission Viejo).

2. DELIVERABLES:

1st deliverable: Marconi

2nd deliverable: Starr

3rd deliverable: San Clemente

4th deliverable: Rancho Mission Viejo

5th deliverable: Signal Hill

3. COST: Total \$90,000

4. PAYMENT

4.1. SCHEDULE:

- 1st payment of \$10,000 is due upon execution of contract.
- 2nd payment of \$18,096 is due upon execution of 1st deliverable.
- 3rd payment of \$18,096 is due upon execution of 2nd deliverable.
- 4th payment of \$12,856 is due upon execution of 3rd deliverable.
- 5th payment of \$18,096 is due upon execution of 4th deliverable.
- 6th payment of \$12,856 is due upon execution of 5th deliverable.

4.1.1. Invoice is required for payment and is due upon receipt of invoice.

4.2. REMITTANCE: Checks are to be made payable to The Regents of the University of California and sent to:

The University of California, San Diego
Central Cashier
9500 Gilman Drive, Mail Stop 0009
La Jolla, California 92093-0009

Alternatively, payment may be wired to:

Receiving Bank Name: Bank of America, NA
Account number: 1233-0-18188
Routing (ABA) number for foreign wire transfers: 0260-0959-3
Account name: Regents of the University of California, UCSD Depository
CHIPS Address: 0959
SWIFT Address: BOFAUS3N

To send ACH funds:

Receiving bank name: Bank of America, NA
Account number: 1233018188
Routing (ABA) number: 121000358
Account name: Regents of the University of California, UCSD Depository
ACH preferred format: CTX
Address:
Bank of America
P.O. Box 37025
San Francisco, CA 94137

5. **TERM OF AGREEMENT:** This Agreement will begin on the 1st day of February, 2019 and end on the 31st day of December, 2019.

6. **UCSD CONTACT:**

Frank Vernon
The University of California, San Diego
9500 Gilman Drive Mail Stop 0225
La Jolla, California 92093-0225
Telephone: (858) 534-5537 Email: fivernon@ucsd.edu

END OF EXHIBIT A

OCFA Sole Source Request Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Operations/Special Operations Division	Requested By: Brian Norton	Date: 02/21/2019
Recommended Vendor: University of California, San Diego	Vendor Contact: Frank Vernon	Vendor's E-mail Address: fvernon@ucsd.edu
Vendor Address: 9500 Gilman Drive, La Jolla, CA 92093-0009		Vendor's Telephone #: 858-212-7788
Type of Contract: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): June 30, 2019	Contract Amount: \$90,000.00
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION III – JUSTIFICATION

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

Purchase and installation of cameras, meteorological sensors and hardware as part of the larger HPWREN/ALERTWildfire wildfire camera program. These sensors will help protect the 3.1 million residents of Orange County by providing increased situational awareness within the County in State Responsibility and adjoining Wildland Urban Interface (WUI).

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

The wildfire cameras and related sensors will be part of the larger HPWREN/ALERTWildfire program utilized throughout the western United States. This project is a public agency partnership that includes multiple fire agencies, University of California and University of Nevada. This includes the purchase and installation of common hardware.

SECTION III – JUSTIFICATION (continued)

The system is already in place in the County, with these sites completing the coverage in the high hazard wildland areas in South Orange County. Through the ALERTWildfire website, the public and emergency agencies will be provided access to viewing 24/7.

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

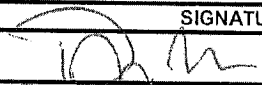


This is a public agency to public agency request to expand an already established network of sensors.

The purchase will be covered entirely by a CAL FIRE Grant that was accepted by OCFA in 2017.

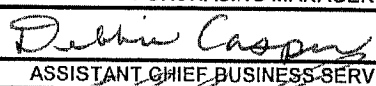
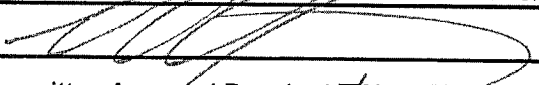
4. **Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**
(If yes, please explain how and what the future costs will be.)

Once installed, the OCFA will only be responsible to pay for the replacement sensors (cameras). The on-going maintenance and associated labor costs will be the responsibility of the University. This sole source is only for the initial purchase and installation of the sites.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Brian Norton		3.5.19
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Brian Norton		3.5.19
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		3/6/19

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	3/7/19
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	3/7/19

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

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3D
Consent Calendar

Special Procurement for Mission Critical Team Development Training

Contact(s) for Further Information

Brian Fennessy, Fire Chief	brianfennessy@ocfa.org	714.573.6010
Randy Black, Assistant Chief EMS and Training Department	randyblack@ocfa.org	714.573.6008

Summary

This agenda item is submitted for approval to utilize the special procurement provision under Article III (Section 1-23) in the Purchasing Ordinance to approve a blanket order with Mission Critical Team Institute, Inc. for leadership development training.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to issue a blanket order for as needed mission critical team development training through Mission Critical Team Institute, Inc. in an amount not to exceed \$150,000 (\$50,000 annually) for three years.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is available in the FY 18/19 budget. Future funding to sustain the training will be provided through the OCFA's annual organizational training budget.

Background

One of the Fire Chief's top priorities is improving operational culture and leader development in support of mission critical teams. Mission-Driven Culture describes a set of principles for operating successfully despite friction, danger, and uncertainty. It defines key values and attitudes that generate cohesive and adaptive action, strengthening resilience in times of uncertainty. These values include the aggressive pursuit of truth, as well as communicating intent to promote decision-making and initiative among those in the field.

As military services learned long ago, combat performance is an outgrowth of the behaviors ingrained during training and day-to-day operations. Subconsciously rooted, these embedded habits are the foundation for action, particularly under stress. The same tenets apply to developing leadership ability. The results are seen in day-to-day operations long before being tested in the field under extraordinary circumstances. The "rules-based" operational paradigm that most fire

service agencies, and we embody, illustrates a culture of permission-asking, one that reserves decision-making for the highest levels which is not an individual training problem; rather it is a cultural one. Strengthening operational culture begins with the leaders, especially those closest to operations. This model of culture and operations holds responders responsible for acting in accordance with the principles of the organization and the articulated intent. By delegating to the lowest possible level, it generates faster decision making on the ground and provides a foundation for cohesive action, even in rapidly changing or ambiguous circumstances. At the planning levels, this paradigm provides a means to organize complex problems and set strategic priorities reaching well beyond the limits of command and control. Under stress and uncertainty, people naturally revert to what they know best and do most often. While every organization has some good leaders with natural abilities, there is a big difference between *some* leaders doing the right things and *most* leaders doing the right things. For this reason, we will be focusing our attention on leader and cultural development.

Special Procurement Justification

The Mission Critical Team Institute (MCTI) was founded in an effort to develop a more precise and scientifically valid language to more efficiently and effectively transfer tacit knowledge to Instructor Cadres invited to participate. The five-day training is designed to develop expertise in navigating complex environments through interaction with peers and researchers sharing effective practices and resolving current challenges.

While there are other firms that offer training, the specific program available through MCTI was designed with an understanding of the unique culture in fire services, military operations, tactical law enforcement, and sports teams.

During the past four months, seven leaders have attended the training program offered by MCTI (in Pennsylvania). The cost of this training is \$6,750 per student for a total of \$47,250. A purchase order was issued as this amount was within the dollar limits delegated to management and below the amount requiring Executive Committee approval.

Recommendation

In an effort to support, reinforce, and model the values and behaviors needed to move the organization towards a mission-driven culture, staff is requesting approval for the Purchasing Manager to issue a blanket order to MCTI in the amount not to exceed \$150,000 (\$50,000 annually) over the next three years, so OCFA leaders can be sent through the program as they are identified by the Fire Chief.

Attachment

Special Procurement Justification Form

OCFA Special Procurement Justification Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Operations	Requested By: Chief Fennessey	Date: 01/23/2019
Recommended Vendor: Mission Critical Team Institute	Vendor Contact: Dr. Preston Cline	Vendor's E-mail Address:
Vendor Address: 7840 Cedar Lane Elkins Park, PA 19027		Vendor's Telephone #: (443) 462-8350
Type of Contract: <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 3/1/19 - 12/31/21	Contract Amount: \$150,000
If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).		Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III – JUSTIFICATION

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

Mission Critical Team Institute is an applied research organization that supports mission critical teams through collaboration and onsite engagement. The program includes a 5-day training for leaders from OCFA (invitation only) and other like organizations to discuss challenges and opportunities for each team members to find solutions.

2. Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. *Attach additional sheet if necessary.*

Mission Critical Team Institute is uniquely qualified through use of the collaborative inquiry community factoring in neuroscience & human performance research, screening & selection process, firefighting, tactical law enforcement, medicine, military special operations & training, non-government and professional sports teams to find innovative

SECTION III – JUSTIFICATION (continued)

answers to developing and maintaining high performance teams in the face of ongoing adversity. The training includes immersion events of 5 minutes or less that focus on detection, recognition, reaction, response and recover to aid cadre members in diagnosing and mediating challenges and culture.

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

The registration cost is \$6,750 per attendee. The fee includes class registration, instruction and program materials, hotel & food. The classes are held in Philadelphia.

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

Yes, OCFA has sent seven employees to this training to date and has identified two additional staff members for the next training. It is anticipated that the Fire Chief may select 5-10 individuals annually to participate. This training complements the Mission Driven Culture training provided by the contract with IAFC.

Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Chief Brian Fennessey		3/20/19
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Deputy Chief, Lori Zeller		3/20/19
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Deputy Chief, Dave Anderson		3/20/19

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	3/20/19
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	3/20/19

Executive Committee Approval Required ☒ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3E
Consent Calendar

Special Procurement for Bid Management System

Contact(s) for Further Information

Robert Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Debbie Casper, Purchasing Manager

debbiecasper@ocfa.org

714.573.6641

Summary

This agenda item is submitted for approval to utilize the special procurement provision under Article III (Section 1-23) in the Purchasing Ordinance to continue using the bid management system from Planet Bids.

Prior Board/Committee Action

At its February 19, 2015, meeting, the Executive Committee approved the renewal of the blanket order with Planet Bids for up to three additional years in a not to exceed amount of \$64,735.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to renew and extend a previously issued blanket order contract with Planet Bids utilizing the special procurement provision in the Purchasing Ordinance for bid management software for up to five-year term in an amount not to exceed \$125,000 (\$25,000 annually).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the approved FY 2018/19 General Fund budget.

Background

In March 2007, OCFA entered into an agreement with Planet Bids to provide licensing and access to a web hosted Planet Bid modules for online vendor registration, bid management, emergency operations and insurance certificate management. This service was approved through the IT Governance Committee and the initial contract was issued under management authority per the purchasing policies at the time. Several other systems offering similar functionality were reviewed in 2007 and staff determined that Planet Bids offered the best value and user friendly vendor registration and bid management system for OCFA.

The use of online vendor and bid management services has resulted in a more efficient and effective business practice by providing an easy method for suppliers to register seamlessly through the OCFA website for specific commodities and services they provide. Suppliers receive notification of upcoming bids based on their vendor profile and are able to respond to solicitations posted to the OCFA website at no cost to them. The use of an online bidding system continues to streamline the solicitation process and has increased competition, that results in cost savings to OCFA.

In 2018, OCFA participated in a Request for Information (RFI) with the County of Orange in an effort to evaluate alternative software solutions for vendor and bid management. The three firms that submitted proposals (Bonfire, IonWave, and PlanetBids) were invited to demonstrate their vendor bid management solutions to both agencies. After the demonstrations, OCFA staff determined that Planet Bids still provided the best value bidding software solution for OCFA. The County of Orange opted to continue with the incumbent provider, BidSync.

Special Procurement Justification

A “special procurement” contract is recommended (per the Purchasing Ordinance and Roles/Responsibilities Matrix) when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source. Based on the market research conducted through the RFI, the positive experience utilizing Planet Bids by both the vendor community and procurement staff, we are requesting to continue using the bid management system available from Planet Bids. The vendor registration and access to the bids is free of charge to suppliers. Bids and awards are posted and are available from the OCFA website offering transparency in the procurement process. Many surrounding agencies are utilizing Planet Bids which provides an opportunity for an expanded vendor outreach and access to specification library.

The current pricing includes support for five user licenses for vendor and bid management services, the RFP evaluation management module, and the business certification module. Planet Bids has agreed to hold the current pricing for three additional years. There is an increase of 1.5% in year four.

The annual pricing is provided in the chart below:

PB System™ Module	2019-2020	2020-2021	2021 -2022	2022-2023	2023-2024
Vendor Management & Bid Management (5 User Licenses)*	\$13,866	\$13,866	\$13,866	\$14,074	\$14,074
RFP Evaluation (Add-on)*	4,174	4,174	4,174	4,237	4,237
Business Certification (CUPCAA)	2,625	2,625	2,625	2,664	2,664
Total	\$20,665	\$20,665	\$20,665	\$20,975	\$20,975
Aggregate Five-Year Total	\$103,945				

Previously, the contract included the insurance certification management module. Last year Risk Management implemented an alternate solution which reduced the contract by \$4,500 annually.

Staff has requested approval for a not to exceed amount of \$25,000 annually. While the blanket order will be issued for the annual pricing in the chart above, the additional \$4,335 provides the option for an additional licensed user as needed without requiring further Executive Committee approval. Based on the efficiencies and functionality provided by this software solution, staff is recommending that the Executive Committee approve and authorize the Purchasing Manager to renew the blanket order issued to Planet Bids under the special procurement provision for up to five years with a total not to exceed aggregate amount of \$125,000.

Attachment(s)

1. Proposed Support Service Agreement
2. Special Procurement Justification Form



Leading e-Procurement Solutions Connecting Buyers & Suppliers Efficiently!

5850 Canoga Avenue • Suite 301 • Woodland Hills • CA • 91367 • 818-992-1771

PB System™ SUPPORT SERVICES AGREEMENT

This SUPPORT SERVICES AGREEMENT ("Agreement"), which describes the terms and conditions applicable to your use of the PlanetBids Online Support Services, is made and entered as of into the 28thth day of March 2019, by and between PLANETBIDS, INC., a California corporation, ("PlanetBids") and the following customer ("Customer") for the period from 03-19-19 to 03-18-24:

Customer Name:	<u>Orange County Fire Authority</u>
Street Address	<u>1 Fire Authority Rd.</u>
City, State ZIP	<u>Irvine, CA 92602</u>
Department:	<u>Purchasing and Materials Management</u>
Principal Contact:	<u>Debbie Casper</u>
Title:	<u>Purchasing & Materials Manager</u>
Phone & Email:	<u>714.573.6641, debbiecasper@ocfa.org</u>
Method of Payment:	<u>Net 30 days (from final execution date of Agreement)</u>

THEREFORE, PlanetBids and the Customer agree as follows:

1. PlanetBids Services. Upon acceptance of this Agreement, PlanetBids shall provide the following Support Services to Customer, subject to the terms and conditions of this Agreement and as more fully described in Exhibit "A".

a) "Services" shall include the following: 1) use of the PlanetBids PB System™ Vendor Management and Bid Management modules, Evaluation Management and Prequalification add-on modules for the purpose of vendor registration, posting and tracking Bid Requests and other information on Customer's website or private internet network, 2) for up to five (5) licensed user access to and use of the PB System™ by the Customer designated Department(s), 3) use of up to three (3) Read-Only licensed user access, 4) Customer may, to process and distribute Bid Requests to additionally available PlanetBids suppliers within their selected categories at no additional cost.

b) PlanetBids shall have access and the right to market or otherwise promote its services to any vendor or supplier of Customer that registers with PB System™ via Customer's portal. PlanetBids will not sell any Customer data to any third parties without a written consent from Customer.

c) Internet related equipment by its nature, is not fault tolerant, but PlanetBids (1) will use reasonable efforts to make the Services available 24 hours per day, 7 days per week, excluding downtime for scheduled and unscheduled maintenance, and (2) will promptly investigate any technical problems that Customer reports. **PlanetBids cannot, however, guarantee continuous service, service at any particular time or the integrity of data transmitted via the Internet. Further, PlanetBids shall not be responsible for the inadvertent disclosure, corruption or erasure of data transmitted, received or stored on the PB System™.**

d) PlanetBids may make improvements and/or amendments to the PB System™ at any time, and may provide other optional services, including enhanced versions of standard features or functions, for an additional fee as agreed in advance by the Customer. Any and all relevant portions of this Agreement will automatically apply to all improvements, amendments and/or optional services as they appear.

PlanetBids does not guarantee that use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.

2. Fees and Payments.

a) **Support Fees.** Customer agrees to pay PlanetBids a total of \$20,665.00 for Year 1. The fees for Year 2, Year 3, Year 4 and Year 5 are as outlined in Table (A) below:

- 1) **Set-Up Fee.** This Agreement is a renewal. No setup fee is required.
- 2) **Service Fee Payment.** Customer agrees to pay for the use of the PB System™ modules; a service fee of \$20,665.00 for Year 1 of this Agreement, and for each Year 2, Year 3, Year 4 and Year 5 as outlined in Table (A).

Table (A)

PB System™ MODULES	YEAR 1 2019-2020	YEAR 2 2020-2021	YEAR 3 2021-2022	YEAR 4 2022-2023	YEAR 5 2023-2024
Vendor Management and Bid Management (5 Full User Licenses)	\$ 13,866.00	\$ 13,866.00	\$ 13,866.00	\$ 14,073.99	\$ 14,073.99
RFP Evaluation Management Add-on to VM and BM	\$ 4,174.00	\$ 4,174.00	\$ 4,174.00	\$ 4,236.61	\$ 4,236.61
Business Certification - Prequalification Add-on to VM and BM	\$ 2,625.00	\$ 2,625.00	\$ 2,625.00	\$ 2,664.38	\$ 2,664.38
Read-Only (3 User Licenses)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Sub-Total					
TOTAL	\$ 20,665.00	\$ 20,665.00	\$ 20,665.00	\$ 20,974.98	\$ 20,974.98

b) **Additional Services; Fees.** If requested by Customer, PlanetBids will provide any or all of the following additional services:

- 1) Special customization work -up shall be provided at PlanetBids' current standard rates pursuant to an estimate provided by PlanetBids.

- 2) Training to Customer's designated users, in addition to that provided pursuant to Section 2(a)(1), is available for \$500.00, for up to 2 hours online training. An increase in price of 5% will apply each year.
- 3) For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up copy of all data appearing on Customer's website on a daily basis. The duration of such data retained will be for a minimum of 7 years and determined by PlanetBids in its sole discretion thereafter. However, Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format and documents, at no cost. Additional Services related to the retrieval or restoration of any of Customer's data from such back-up files are available if necessary at PlanetBids current standard rates, which will vary depending on the level of services required, but not less than \$125.00 per hour.

c) **Purchase Orders/Billing.** Purchase orders, billing or any related matters must be emailed to alan@planetbids.com or mailed to the following address;

PlanetBids, Inc.
5850 Canoga Avenue, Suite 301
Woodland Hills, CA 91367
Attn: Alan Zavian

3. Use of Services.

a) PlanetBids is not responsible for the content and/or transactions on Customer's website. Notwithstanding the foregoing, PlanetBids reserves the right to monitor content that uses the Services and to remove content which PlanetBids determines to be illegal, offensive, harmful or otherwise in violation of its operating policies and terminate this Agreement.

1) PlanetBids shall have the right to impose from time to time reasonable rules and regulations regarding the use of the Services. Customer agrees to comply with all such rules and regulations and with applicable laws, ordinances and regulations related to the use of Services; and not make any unauthorized commercial use of the Services or of the PlanetBids name, marks or logos. Further, Customer agrees to not use the PlanetBids websites to (i) post information anonymously or under a false name; (ii) post any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, such as inducements to conduct that would constitute a criminal offense or give rise to civil or other liability, (iii) post the name of or otherwise identify or reference any service or entity that provides a service competitive to the Services.

2) If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, it shall be the responsibility of Customer to obtain the necessary licenses and Customer indemnifies and holds harmless PlanetBids from the unauthorized use or publication of any such identification codes with respect to the Services.

3) Customer represents and warrants (a) the Customer information provided is current, complete and accurate, (b) that the person signing this Agreement is

authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has willfully violated its obligations hereunder.

4) In addition, Customer agrees to use information obtained through the Services only as necessary to the transaction of Customer and shall not use the Services for the benefit of any third party.

5) It shall be the responsibility of Customer to collect and pay any taxes, duties, imposts or tariffs that are applicable to sales via the Services.

b) THE SERVICES ARE PROVIDED "AS IS." PLANETBIDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK. FURTHER, PLANETBIDS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE SERVICES OR SITES LINKED THERETO.

c) PlanetBids does not at any time come into possession of the products or services acquired through the Services and is not aware of the specific use to which those items will be put. In using the Services, Customer hereby releases, indemnifies, and holds harmless PlanetBids and its agents, employees, and affiliates from all claims, demands, costs and damages (actual and consequential) of every kind and nature arising out of, or in any way connected with, Bid Requests and uncompleted or completed transactions related to the Services.

4. Termination.

a) Termination for Cause. This Agreement may be terminated by either party by providing the non-terminating party with no less than forty-five (45) business days written notice (and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein.

b) Termination Other Than For Cause. Customer may terminate this Agreement without cause by giving PlanetBids no less than sixty (60) days written notice before the effective date of such termination. In such case, the effective date of termination shall be the anniversary of the date for Year 1, Year 2, Year 3, Year 4 and Year 5 of this Agreement that first occurs following the end of the foregoing notice period each consecutive year. PlanetBids shall have no obligation to refund or prorate any fees or charges paid by Customer.

5. Confidentiality. PlanetBids will take reasonable measures not to disclose website communications or information about its Customers, except to the extent that PlanetBids believes in good faith that such action is within the scope of the Services or reasonably necessary to (a) comply with the law or the directives of courts or governmental agencies; (b) enforce this Agreement; (c) respond to claims of any third party; or (d) protect the legitimate interests of PlanetBids or its customers. Notwithstanding the foregoing, all communications directed to PlanetBids via the website such as questions, comments, inquiries, shall be deemed to be not confidential, unless specifically agreed otherwise in advance by PlanetBids. Further,

PlanetBids will have the right to use any Customer's name in connection with the advertising or promotion of the Services.

6. Copyright Protection. The PB System™ and all of PlanetBids' materials appearing on the PlanetBids website are protected by worldwide copyright laws and related international treaties. None of the materials may be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described herein. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on PlanetBids website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

a) Customer shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose the Services, website content, the PB System™ or any other PlanetBids tools. Customer shall not reverse engineer, decompile, or otherwise attempt to derive source code from any software or tools accessible or available through the Services.

b) Special use requests should be sent to customerservice@PlanetBids.com. Permission to use shall be granted in the sole discretion of PlanetBids.

7. Security.

(a) The PlanetBids ordering and posting processes are protected by the Secure Sockets Layer (SSL) protocol, which encrypts your information and confirms the identity of the PlanetBids server before allowing a transaction to be completed. Firefox 4.5+ (or better) and Internet Explorer 11.0+ (or better) support to the SSL protocol are acceptable, but we recommend that you use the latest browsers to ensure that you are protected by advances in security technology. For more detailed information, please refer to the PlanetBids Privacy Policy.

(b) Password-protection techniques will be provided to restrict access under Customer's account to authorized individuals. REGISTRANT ACKNOWLEDGES, HOWEVER, THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND PLANETBIDS DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS. Customer shall at all times maintain as confidential its user names and passwords. If Customer is a corporation or other business entity, then it may allow employees to use its user name and password, but the Customer shall be responsible for all activity and charges incurred by such employees and any fees resulting from the activation of the Reverse Auction feature. Permitting third parties to use the Services is prohibited and a violation of this Agreement.

(c) If a security breach occurs with respect to any account, the Customer must immediately change its password and notify PlanetBids at customerservice@PlanetBids.com. Customer shall be liable for any unauthorized use of the Services until PlanetBids is notified of the security breach.

8. Other Provisions.

a) **Notices.** PlanetBids shall provide notice to Customer via email, or (at its discretion) via certified U.S. Mail, to the address provided on the membership registration or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to customerservice@PlanetBids.com, with a copy sent via certified U.S. Mail to the address on the membership registration. Notices will be effective 6 hours after

sending if sent via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.

b) **Assignment.** Customer shall not assign this Agreement or any of its rights or obligations without the prior written consent of PlanetBids, and any such attempted assignment will be void. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.

c) **No Waiver.** The failure of PlanetBids to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms and conditions shall remain in full force and effect.

d) **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by laws of the United States of America and the State of California, excluding its choice of law rules and subject to the exclusive jurisdiction of the court located in Orange County, California.

e) **Force Majeure.** PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays, unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.

- Signature Page on Next Page -

- Signature Page -

AGREED effective as of the date first written above.

PLANETBIDS, INC.

Orange County Fire Authority

By: 

Alan Zavian, Chief Executive Officer

By: _____
Debbie Casper
Purchasing & Materials Manager

3/13/19 (Date)

_____ (Date)

EXHIBIT "A"

STATEMENT OF WORK FOR SETUP, IMPLEMENTATION AND TRAINING

1. PB System™ Access Services:

PlanetBids rate for maintaining the PB System™ vendor and bid management is based upon an unlimited number of monthly transactions (Bids) and up to five (5) full user licenses. PB System™ Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data back-ups, disaster recovery, system reliability, availability, privacy, and security
- Hosting Infrastructure – PlanetBids will be responsible for hosting PB System™, maintaining the network, hardware and software infrastructure
- Customer Service – “Level 2” customer service is available from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday (see Help Desk definition below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, PB System™ questions.

PB System™ set-up, implementation and training consists of the following:

A. Initial program definition

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager. Customer will be required to submit information according with the project management schedule. Upon completion and review of the PB System™ by Customer, online training will be scheduled and performed.

B. System implementation and administration

The following implementation services will be provided:

- a. Link from and to Customer's procurement web page.
- b. Online customized vendor registration form and ability to have vendors maintain their profiles.
- c. Complete management tools access to all users (i.e. buyers, project managers...).
- d. Customer specific database.
- e. Complete bid management from bid submission to awarding.
- f. Electronic bidding - Vendors submit bid quotes/responses online; Buyers analyze bid responses and award.
- g. Daily backups.
- h. PB System™ users and vendor support for the duration of the contract.

3. Professional Services

PlanetBids will provide consulting services for custom reports or PB System™ customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at a rate of \$125/hour, billed in 1 hour increments. No work will begin on professional services before a mutually agreed-upon statement of work is completed. All on-site travel expenses will be passed-through to Customer. No travel will be expensed without the prior approval of Customer's management.

4. Help Desk

The PlanetBids Help Desk is available for "Level 2" support (as defined below) via our telephone number (818) 992-1771, from 8:00am to 5:00pm PST, Monday through Friday. Email Support, support@PlanetBids.com as well as on-line help services are also available.

Customer will be responsible for all "Level 1" support:

- A level 1 support representative will attempt to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general "how-to" questions (search functionality, bidding, etc.). More complex, technical questions should be directed to a PlanetBids level 2 support representative.

A PlanetBids representative will be responsible for "Level 2" support:

- A Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e. PB System™ administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required.

5. User License(s) Management

It is the responsibility of Customer to always maintain user names and passwords when any licensed user is replaced by a new user or leaves a department at the agency.

OCFA Special Procurement Justification Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Business Services/Purchasing	Requested By: Debbie Casper	Date: March 7, 2019
Recommended Vendor: Planet Bids	Vendor Contact: Alan Zavian	Vendor's E-mail Address: alan@planetbids.com
Vendor Address: 5850 Canoga Ave Ste 301 Woodland Hills, CA 91367		Vendor's Telephone #: 818-992-1771
Type of Contract: <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 3/19/19 - 3/18/2024	Contract Amount: up to \$125,000 (103,945)
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION III – JUSTIFICATION

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

Planet Bids offers a complete computerized e-procurement and solicitation management system. This includes managed secure user access to the hosted software as a service bid system, collection of the bids, record storage, support, and reporting. Modules are sold separately. Currently OCFA utilizes the vendor management, bid management, RFP evaluation and business certification for CUPCAA requirements.

2. **Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. Attach additional sheet if necessary.**

OCFA has been utilizing the Planet Bids software solution for online vendor registration, bid management, and insurance certificate management, since 2007. The selection of Planet Bids was approved through the IT Governance Committee and the initial contract was within

SECTION III – JUSTIFICATION (continued)

management authority at the time of contract award. Staff participated in an RFI process with the County of Orange in an effort to evaluate other solutions that were not available at the time Planet Bids was selected. Three firms submitted proposals and OCFA staff determined that Planet Bids still offered a cost effective solution that meets all the needs of the organization.


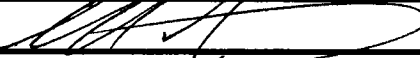

3. **Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.**

Staff was able to get three additional view only licenses that will provide departments a log-in to view the status and questions submitted on their solicitations. Planet Bids agreed to hold the current pricing for an additional three years.



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

As long as OCFA continues to utilize Planet Bids for vendor registration and bid management OCFA will be obligated to maintain the licenses. Pricing was provided for the next five years with current pricing locked in for three years and a 1.5% increase in year four of the contract.

Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Debbie Casper, Purchasing Manager		March 11, 2019
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Robert Cortez, Assistant Chief Business Svs.		3/13/19
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Robert Cortez, Assistant Chief Business Svs.		3/13/19

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	3/13/19
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	3/13/19

Executive Committee Approval Required ☒ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3F
Consent Calendar

Special Procurement for Probationary Testing Validation Services

Contact(s) for Further Information

Randy Black, Assistant Chief
EMS /Operations & Training

randyblack@ocfa.org

714.573.6008

Chuck Fedak, Battalion Chief
Training Section

charlesfedak@ocfa.org

714.573.6087

Summary

This agenda item is submitted for approval to utilize the special procurement provision under Article III (Section 1-23) in the Purchasing Ordinance for additional professional services from Fire & Police Selection, Inc. (FPSI) required to further validate the OCFA probationary manipulative testing procedures.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute Amendment No. 1 to the Professional Services Agreement with Fire & Police Selection, Inc., utilizing the special procurement provision in the Purchasing Ordinance for probationary testing validation services in an amount not to exceed \$40,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contact is included in the approved FY 2018/19 General Fund budget, specifically in Human Resources, Employee Relations.

Background

Previous Purchase Order

On November 21, 2017, purchase order #P0010979 was authorized in the amount of \$49,800 for FPSI to conduct initial testing and validation of the current six-month and one-year probationary firefighter manipulative tests (sample manipulative testings: transporting/carrying/laying ladders and hose lines, rope use, knot tying, use of tools/cutting/extraction equipment, etc.). FPSI was selected due to a previous working relationship with the OCFA, its standing as an industry expert on test validations, and its availability to complete the work in a compressed timeframe. Due to an emergent need for validation, only the current 20 of 50 manipulative skills being used were assessed and ultimately validated in early 2018. To ensure that the remaining 30 manipulative skills are equally validated, additional analysis from a third-party expert is required. Periodic job analysis and third-party validation of testing processes has become industry standard and ensures that manipulative procedures are unbiased and closely related to essential job functions.

Special Procurement Justification

A “special procurement” contract is recommended (per the Purchasing Ordinance and Roles/Responsibilities/Authorities Matrix) when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source. Since the time that the original purchase order was awarded in 2017, OCFA Executive Management, Human Resources, Operations, and Training staff have worked extensively with FPSI to detail the background, rationale, methodology, materials, paperwork/documentation, and workflows which resulted in the current probationary testing procedures. In order to capitalize on the vendor’s foundational understanding of OCFA processes and lessen staff time and OCFA costs, staff is recommending contracting with FPSI for the remainder of the training modalities which require validation. As a result of the aggregate of this request coupled with the initial November 2017 purchase order (#P0010979) totaling more than \$50,000, this item must receive Executive Committee approval.

FPSI is a business unit within Biddle Consulting Group, an Equal Employment Opportunity firm, specializing in the development and validation of employment tests for selection purposes.

Recommendation

Staff is recommending approval to authorize the Purchasing Manager to exercise Amendment No. 1 to the Professional Services Agreement with FPSI for probationary firefighting skills validation services in an amount not to exceed \$40,000.

Attachment(s)

1. Proposed Amendment No. 1 to the Professional Services Agreement
2. Special Procurement Justification Form

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

THIS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment One") is made and entered into this 28th day of March 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Fire & Police Selection, Inc., a corporation, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on the 29th day of November, 2018, for validation of the OCFA Probationary Firefighter Manipulative Test ("PSA"), which is incorporated herein by this reference; and

WHEREAS, the OCFA is requesting additional validation of the mid-term and final manipulative skills for the probationary firefighter. The Firm has submitted a proposal attached hereto as Exhibit "A" and agrees to provide the services with the same terms and conditions; and

NOW, THEREFORE, OCFA and Firm agree to amend the Agreement as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Scope of Services.** The proposal attached hereto as Exhibit "A" is hereby appended to the PSA as attachment 1 to the Scope of Services ("Additional Services").
3. **Compensation.** Section 3.1 (Compensation of Firm) of the PSA is hereby amended and restated to read as follows:

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A", inclusive of the Additional Services listed in attachment 1 to Exhibit "A" totaling \$35,600, in a not to exceed total contract value of \$85,400.

4. **Same Terms and Conditions.** Except as modified above, all terms and conditions of the PSA shall remain unchanged and in full force and effect.
5. **Corporate Authority.** The persons executing this Amendment One on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment One.

[Signatures on Following Page]

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

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

APPROVED AS TO FORM.

ATTEST:

By:  _____
David E. Kendig
General Counsel

Sherry A.F. Wentz
Clerk of the Board

Date: 3/13/19 _____

"FIRM"

Fire & Police Selection, Inc

Date: 3-7-19 _____

By:  _____
Stacy L. Bell, M.S.
Executive Vice President

Exhibit "A"

Proposal for Validation of Manipulative Probationary Firefighter Testing

FPSI's Proposal for Validating OCFA's Probationary Firefighter Manipulative Test

Proposer's Background and Experience

FPSI (Fire & Police Selection, Inc.) is a sister company of Biddle & Associates, Inc. (B&A) (now called Biddle Consulting Group, Inc.). Biddle Consulting Group is an EEO firm specializing in the development and validation of employment tests for selection purposes. Additionally, Biddle Consulting Group, Inc. has specialized in the areas of Equal Employment Opportunity, Affirmative Action, and Personnel Selection products and consulting services since 1974. Their consulting services include: EEO Expert Witness Services (Plaintiff & Defendant); EEO Litigation Support (Plaintiff & Defendant); EEO Risk Management; Affirmative Action Plan Development; Job Analyses; and Test Validation. Some of their clients include FedEx, UPS, and Boeing, to name a few.

FPSI was incorporated in May of 1997 and has been assigned an exclusive license to all of the Biddle & Associates, Inc. entry-level firefighter testing products, services, and technology. One of the products that FPSI acquired from Biddle & Associates, Inc. is the "Biddle Physical Ability Test." This test resulted from a 41-department consortium including the County and City of Los Angeles and Orange County and has since been transported into over 100 fire departments across the country with no legal challenges.

Dr. Biddle and Ms. Bell are considering leading experts in the field of Industrial/ Organizational Psychology as it relates to public safety testing. Dr. Biddle and Ms. Bell have both been trained in research methods and various statistical analyses. Dr. Biddle and Ms. Bell possess both academic and applied experience in test development and validation as they relate to public safety pre-employment and promotional assessments. Dr. Biddle has his Ph.D. in Industrial/Organizational Psychology and Ms. Bell has her Master's Degree in Industrial/ Organizational Psychology. Dr. Biddle and Ms. Bell have a combined 40+ years of experience in the field of testing. Copies of Dr. Biddle's and Ms. Bell's vitae are included (Section B Exhibits 1 and 2, respectively) and should clearly outline our experience and expertise with the development and validation of pre-employment selection devices.

Validation is a process used to evaluate the job relatedness of a practice, procedure, test or combination of these used in a selection process. Validation studies usually incorporate content, criterion, or construct validation procedures. Both Fire & Police Selection, Inc. and Biddle Consulting Group have experience with each. Under the disparate impact provisions of the Uniform Guidelines on Employee Selection Procedures, validation is required when a practice, procedure, or test used for hiring, promotion, or other employment decision adversely impacts (works to the disadvantage of) a race, sex, or ethnic group protected by Title VII of the Civil Rights Act (usually women, blacks, Hispanics, Asians, and/or total minorities). Biddle Consulting Group, Inc., has provided expert consulting services in the field of validation since

1974. As both the President of Biddle Consulting Group, Inc. and Fire & Police Selection, Inc., Dr. Biddle has years of experience successfully providing expert witness testimony on written tests used in the public safety industry.

FPSI currently offers an array of content and criterion-related valid written tests which have been used to screen millions of firefighter and police officer applicants across the U.S. and Canada. When developing tests used for selection purposes, FPSI pays particular attention to the concerns of adverse impact. All of our tests are designed to reduce adverse impact while maintaining the necessary standards required for the job. Additionally, our tests are always designed to address the requirements set forth in the *Uniform Guidelines on Employee Selection Procedures* (1978) and are in compliance with the American's Disabilities Act. Our clients have had great success in mitigating adverse impact by measuring job-related constructs that, historically, have lower levels of adverse impact (e.g., personal characteristics) compared to traditional cognitive measures.

Our tests are developed and administered as if we were on the receiving end of them. They demonstrate a justified relationship to the job that is evident to both advanced practitioners and the test taker. They conform to both solid principles of classical measurement and new theories that work. We strive to balance the qualities and benefits of merit and objectivity with social awareness and the realization that measurement tools will always have limitations. We believe that the total selection process should closely mirror the actual requirements of the job, and should measure those requirements using tools that will effectively and accurately do so. The results are interpreted and used in a way that fairly considers the limitations of the tools and the context of the organization. This provides and represents fairness to individuals, groups, and the community at large.

Approach to Validating the OCFA Probationary Firefighter Manipulative Test

Typically, the first step would be to convene a panel of subject-matter experts (SMEs) from OCFA to participate in a job analysis workshop. However, this step was already completed in 2018 when FPSI validated the first 20+ manipulative academy skills. The results from this job analysis study will be used to validate any new manipulative skills identified by OCFA (up to 20 new skills/drills).

FPSI utilized a process called GOJA® (Guidelines Oriented Job Analysis) for all job analysis and test development projects. The GOJA® Process is a comprehensive job analysis method that has been used by hundreds of employers since its original development in 1975. Based on the requirements of the Guidelines, the ADA, and the Principles, GOJA® is designed to help employers build customized job analysis and selection procedures that are effective, fair, valid, and defensible.

Work products developed with the GOJA® Process have been challenged in court and the employer has won in each of the following cases:

Calderon v. Imperial County (a consent decree that specifically exempts the County from initiating a stringent selective certification procedure for all classifications that have been validated under the GOJA® Process).

Forsberg v. Pacific Northwest Bell Telephone [840 F2d 1409, CA-9 1988] for maintenance administrators and test desk technicians.

Gilbert v. East Bay Municipal Utility District [DC CA, 19 EPD 9061, 1979] for customer accounting service supervisor.

Jones v. City of Long Beach (Los Angeles Superior Court, 1998) for proving essential functions under the requirements of the 1990 Americans with Disabilities Act.

Martinez v. City of Salinas [DC CA, No. C-78-2608 SW (S.J.)] for EMT.

Parks v. City of Long Beach [DC CA, No. 84-1611 DWW (Px)] for fire engineer and captain.

Sanchez v. City of Santa Ana [DC CA, No. CV-79-1818 KN] for sergeant.

Simmons v. City of Kansas City [DC KS, No. 88-2603-0] for detective, sergeant, and lieutenant.

United States v. City of Torrance [DC CA, No. 93-4142-MRP (RMCx)] for EMT.

In addition, GOJA has been discussed in several articles and textbooks:

Buford, J. A. (1991). Personnel Management and Human Resources in Local Government. Center for Governmental Services, Auburn University.

Gatewood, R. S. & Feild, H. S. (1986). Human Resource Selection. Drydan Press.

Buford, J. A. (1985). Recruiting and Selection: Concepts and Techniques for Local Government. Alabama Cooperative Extension Service, Auburn University.

Schuler, R. S. (1981). Personnel and Human Resource Management. West Publishing Company.

Bemis, S. E., Belenky, A. H., & Soder, D. A. (1984). Job Analysis: An Effective Management Tool. Bureau of National Affairs: Washington D.C.

Campbell, T. (July, 1982). Entry-Level Exam Examined in Court. The Western Fire Journal.

The GOJA® Process was used to conduct a job analysis for the OCFA Firefighter position. Completing the GOJA® Process enables employers to develop validated selection procedures for a position and determine the job duties that should be classified as “essential functions” under the ADA. If the GOJA® Process is completed effectively, the result will be a job analysis that identifies the KSAPCs that can be measured by the selection procedures for a given position.

The Guidelines¹ require completing a job analysis to provide evidence of validity for any practice, procedure, or test that has adverse impact². Conducting a job analysis is usually the first step in the validation process. The Guidelines specify the criteria for completing an acceptable job analysis, and these essential criteria have been included in the GOJA Process. Because the GOJA® Process results in the identification of critical job duties, knowledge, skills, abilities, personal characteristics, and physical requirements, it lays the necessary foundation for a content validity study, and may also be used for gathering other forms of validity evidence (including criterion-related validity, construct validity, and other forms of validity).

The ADA requires providing “qualified individuals with disabilities” with “reasonable accommodations” to perform the essential functions (or “job duties”) of a given position. Because the GOJA® Process investigates the frequency and importance of duties, the percentage of time that current job holders spend completing duties, whether a duty constitutes a fundamental part of the job, and the extent to which duties can readily be assigned to other employees, the GOJA® Process is designed to distinguish between the essential and non-essential duties of a position (these are some of the primary ways that duties can be deemed essential³).

In addition to using the GOJA® Process for developing fair and validated selection processes and determining the essential functions of a position, FPSI can supply OCFA with information from the Process to create Job Descriptions, Selections Plans, Supplemental Application Form, and Performance Appraisal Forms.

FPSI consultants conducted a two-day job analysis workshop to identify the duties, knowledge, skills, abilities, and personal characteristics (KSAPCs) performed by OCFA Firefighters. OCFA provided 12 subject matter experts (SMEs), including two Fire Captains, to participate in the two day job analysis workshop. The SME panel represented a diverse group of individuals. Data from this workshop will be used to validate the additional 20 skills that OCFA would like to measure in the Probationary Firefighter manipulative mid-term and final tests.

¹ Questions & Answers, #27.

² Adverse impact occurs when a protected group has a difference in passing rates (when compared to the group with the highest rate), and the difference is statistically and practically significant.

³ See 29 C.F.R. § 1630.2(n).

Validation of OCFA's Manipulative Test

FPSI consultants will review the specific tasks/duties and KSAPCs that were identified as being required by *probationary firefighters*. Our consultants will conduct an onsite test validation workshop with 12 job experts to link up the new (up to 20) mid-term and final manipulative tasks/skills to the job analysis, and to identify which parts validate, which parts need to be modified, and which parts (if any) need to be eliminated. We will also identify appropriate passing scores for the different parts of the new manipulative assessments, as it's likely that there will be some modifications to the points/score needed to pass and/or the time limits allowed for the events.

Timeline for the Project

In order for FPSI to provide a validated manipulative Probationary Firefighter testing process to OCFA by July 1st 2019, the the test validation workshop will need to be completed by May 15th 2019.

Project Fees

Task	Personnel	# of Personnel	Hours	Rate	Cost	Total
Review Academy Materials	Principal Consultant	1	8	\$ 300.00	\$ 2,400.00	\$ 2,400.00
Analyze Job Analysis Data	Principal Consultant	1	8	\$ 300.00	\$ 2,400.00	\$ 4,800.00
Prepare for Academy Link-Up Workshop	Principal Consultant	1	8	\$ 300.00	\$ 2,400.00	\$ 7,200.00
Conduct Test Validation Workshop	Principal Consultant	2	16	\$ 300.00	\$ 9,600.00	\$ 16,800.00
Test Validation Data Entry	Admin Asst. I	1	8	\$ 100.00	\$ 800.00	\$ 17,600.00
Test Validation Data Checks	Admin Asst. I	1	4	\$ 100.00	\$ 400.00	\$ 18,000.00
Analyze Validation Data, Create New Skills Sheets, Make Cutoff Time Recommendations	Principal Consultant	2	10	\$ 300.00	\$ 6,000.00	\$ 24,000.00
Write Validation Report and Provide Academy Recommendations	Principal Consultant	2	16	\$ 300.00	\$ 9,600.00	\$ 33,600.00

Does not include travel expenses which should not exceed \$2,000 for two (2) consultants

The above fees do not include travel expenses, which we anticipate will not exceed \$2,000.

Daniel A. Biddle, Ph.D.
CEO, Biddle Consulting Group, Inc. (BCG)
CEO, Fire & Police Selection, Inc. (FPSI)

Experienced consultant in the Human Resources and EEO/AA field, specializing in the areas of:

- EEO Civil Rights Compliance & Analysis
- Job Analysis & Selection Plan Development
- Test Development/Validation
- Disparate Impact Theory & Analysis
- Statistical Analyses/Research Methodology

EEO Civil Rights Act Compliance & Analysis

Consulting services provided to hundreds of state/federal agencies and private/public employers in the areas of EEO and Civil Rights compliance, including: Americans with Disabilities Act, EEO and Affirmative Action requirements, disparate impact, and disparate treatment issues. Training and consulting services in these areas has included risk management reviews, policy establishment, litigation prevention, and litigation strategies.

Job Analysis & Selection Plan Development

Completed job analysis projects for hundreds of clients and numerous positions. Responsible for working with hundreds of subject-matter experts in identifying duties, knowledge, skills, abilities, physical and other characteristics, and numerous link-up studies between job analyses and various tests. Director of two area-wide consortium job analysis projects involving 42 and 11 cities.

Completed multiple selection plan projects, including the professional and legal aspects of designing, implementing, reviewing, and litigating selection plan components. Test plans have included various forms and types of tests and validation methodologies.

Test Development/Validation

Developed hundreds of personnel tests used by over 1,000 public and private employers in the U.S. Developed various physical ability/manipulative tests used by over 65 employers. Completed content and/or criterion-related validation studies for over 100 employers. Responsible for cutoff and standard setting for hundreds of practices, procedures, and tests. All test development projects have employed content, criterion-related, or construct validation methodologies.

Written Tests

Responsible for writing, reviewing, and revising thousands of test items for multiple-choice knowledge, skill, and ability tests. Areas of entry-level test development include: police, fire, correctional officer, industrial, and customer service classifications. This work includes conducting readability studies on job materials and test items, item analyses, and other statistical and research evaluations on written tests. Several of the tests are used on a national basis.

Physical Ability Tests

Development of several physical ability test events used for screening candidates for entry-level protective service positions and for maintenance standards. This work includes conducting job analysis/test link-up studies, developing cutoff times, administration methodology, and event modifications. Experience includes application of both content and criterion-related validity approaches in physical ability test validation.

Project Director of two consortium validation studies for firefighter physical ability tests. One study involved 42 cities; the other involved 11. Developed numerous work sample style physical demonstration tests for public agencies.

Other Tests

Development of various other work sample tests, structured interviews, communication ability tests, and various personality-based assessments. Co-author of an automated administrative professional testing battery (OPAC System®) and 911 Call Center testing battery (Criticall®) used by hundreds of employers and educational institutions nationally (including 12 state agencies).

Disparate Impact Theory & Analysis

Developed and applied several different models for disparate impact analysis of hires, promotions, layoffs, terminations, age discrimination, and passing rates for many different employment practices, procedures, and tests. Completed disparate impact analyses for hundreds of clients using various analysis models including one sample/two sample tests, rates and pools analysis using both statistical and practical significance tests for significance, and other types of tests. Techniques have been applied in training programs, client projects, and court litigation. Completed dozens of training seminars on disparate impact analysis for state and federal compliance agencies and private/public employers.

Completed numerous statistical and empirical investigations and audits regarding workforce utilization, availability analyses, and adverse impact analyses related to workforce comparisons to availability and the impact of various practices, procedures, and tests in hiring, promotion, or terminations.

Statistical Analyses/Research Methodology

Applied numerous parametric and non-parametric statistical techniques to various HR and EEO projects including: disparate impact, test development, test validation, compensation analysis, utilization analyses, and other related areas.

Educational Background

B.S. Organizational Behavior: University of San Francisco, CA.

M.A. Organizational Psychology. California School of Professional Psychology.

Ph.D. Organizational Psychology. Emphasis: EEO Analyses and Personnel Selection: Alliant University, Alameda.

Professional Training and Presentations

Completed over 50 seminar and training conference presentations to thousands of participants of various types, including: private and public employers, state government compliance agencies, the U.S. Department of Labor (OFCCP), the National Skills Standard Board (NSSB), and several professional groups including IPMAAC, PTC, NILG, regional ILGs, and private seminars. Presentation topics have included EEO compliance, job analysis, test development and validation, disparate impact analyses, compensation analysis, and various similar topics.

Professional Publications/Programs (consumer and regional publications excluded)

Career Passport: Office Proficiency Assessment and Certification (1998). Prentice Hall: Upper Saddle River, New Jersey.

Biddle, D. A. & Shepherd-Sill, S. (Summer, 1999). Establishing pass/fail, ranking, and banding procedures for protective service physical ability tests. Public Personnel Management, 28 (2), 217-225

Guidelines Oriented Job Analysis (GOJA™) (2003). A Job Analysis Process for Test Development and Validation.

Biddle, D. A., Kuthy, J., & Nooren, P. (November, 2003). Protecting your agency against EEO litigation related to selection and promotion practices. The Law Enforcement Executive FORUM, 3 (5), pp. 5-14.

Test Validation & Analysis Program (TVAP™) (2004). Software program for developing, validating, and analyzing written tests.

Adverse Impact Toolkit™ (2004). Software program for analyzing employment-related transactions for adverse impact.

Biddle, D. A. (2005). Adverse Impact and Test Validation: A Practitioner's Guide to Valid and Defensible Employment Testing. Ashgate Publishing: London.

Adverse Impact Simple (2005). Software program for analyzing employment-related transactions for adverse impact (version developed for state/federal government use).

Content Validity Checklists (2005): Training, Experience, & Education (TEE) Requirements, Written Tests, and Structured Interviews (version developed for state/federal government use).

Test Validation & Analysis Program-LITE (TVAP™) (2006). Software program for developing, validating, and analyzing written tests (version developed for state/federal government use).

Membership/Appointments/Certifications

Member of the American Psychological Association (APA)

Member of the Society for Industrial and Organizational Psychology (SIOP)

Certificate of Competency in Occupational Testing (Level A): British Psychological Society

Appointed Member of the National Skills Standard Forum (U.S. Dept. of Labor), 1996

Technical Reports, Expert Consulting, and Expert Testimony

Below is a partial list of client projects that have resulted in technical reports. This list excludes clients and work projects completed under attorney-client privilege and/or confidential clients. Litigation work includes qualified expert testimony in the areas of job analysis, essential function determination, test development and validation, and statistical analysis.

Retail Industry

Aquino v. Prestige Stations, Inc., Superior Court for the State of California, 1998.
Expert testimony (declaration) regarding negligent hiring/retention

Fred Meyer 9/1994 - 3/1996

EEO review: summary and findings report

- 1) Utilization analyses (over 9,000)
- 2) Adverse impact analyses: demotions (over 30)
- 3) Pay equity analyses
- 4) Adverse impact analyses: promotions (over 500)
- 5) Adverse impact analyses: hires/rehires (over 400)
- 6) Performance evaluation analysis

- 7) Workforce analysis
- 8) Pre-employment selection plan review

Humetrics, Inc.

Adverse impact procedural review
Construct validation design methodology
Selection procedure validation design and validation
Criterion-related validity reports

Protective Service Field (only specific technical reports/training projects listed below)

Bouman v. Pitchess, Federal District Court, Ninth Circuit Court of Appeals (consent decree)

Several thousand hours in consulting on project (1992-1999) in areas such as: test development and review, test validation, employment statistics, and EEO/AA laws and regulations. Consulting included work pertaining to entry level deputy, sergeant, and several specialty law enforcement positions.

City of Long Beach, CA 7/1992

Job analysis for entry-level firefighter

City of Long Beach, CA 1/1997

Job analysis: Entry-Level Firefighter
Content Validation Report: Entry-Level Firefighter Written Test and Structured Oral Interview

City of Louisville, KY 3/1990 - 4/1991

Job Analysis: Entry-Level Police Officer

Job Analysis: Entry-Level Firefighter

Content Validation Reports/Tests:

- 1) Entry-Level Police Officer Reading Ability Test (115-page test preparation manual; 300+ item test bank; parallel test forms)
- 2) Entry-Level Firefighter Physical Ability Test
- 3) Entry-Level Firefighter Structured Oral Interview

City of Plano, TX 1990

Content/Criterion-Related Validity Report: Entry-Level Fire Physical Ability Test

City of Salt Lake Airport Authority, UT 2/1991

Job Analysis: Entry-Level Airport Authority Officer

Job Analysis: Airport Authority Manager

City of San Diego Fire Department, CA 9/1989 - 3/1990

Six Content Validation Reports:

- 1) New Hires Physical Ability Test
- 2) Maintenance Physical Ability Test
- 3) Academy Final Truck/pump

- 4) Academy Lesson Plans
 - 5) Written Test Itembank
 - 6) Manipulative Class Exam
- Job Analyses: Firefighter Levels I, II, and III
Job-Related Cutoff for Written Test, Physical Ability Test, and Manipulative Class Exams

City of Santa Monica, CA 6/1991 - 1/1992

Entry-Level Firefighter Test revision (written test)
Oral Interview Test Modification and Score/Rater Analysis
Eligibility list/weight development

City of Torrance, CA 4/1993 - 3/1994

Job Analysis: Entry-Level Firefighter
Content Validation Report: Entry-Level Firefighter Reading/Math Test

Department of Fair Employment and Housing (DFEH) v. State of California, 2004

Consulting regarding ADA, job analysis, and validation.

Erwin v. County of San Bernardino, 2001.

Expert consulting and testimony pertaining to adverse impact and validation

Jones v. City of Long Beach, Los Angeles Superior Court, 1998

Consultation pertaining to disability discrimination case
Expert testimony (trial and expert report) re: job analysis and essential functions of fire suppression personnel

Orange County Fire Consortium, CA 9/1991 - 7/1992

11 City Consortium Job Analysis/Validation Project for Entry-Level Firefighter
Content Validation Reports:

- 1) Physical Ability Test
- 2) Manipulative Class Exam
- 3) College/Academy Academic Course Curriculum

Paige v. California Highway Patrol Federal District Court

Disparate impact theory/application and analysis
Statistical power analysis for multiple transactions
Validity/fairness review of the MMPI
Academy validation review

Southern California Physical Ability Test Development/Validation Consortium, 1996-1997

Project Director of a validation study involving 42 cities and several hundred firefighters to develop an area-wide Physical Ability Test for testing entry-level firefighter applicants

Stallworth v. County of Alameda, Alameda Superior Court 1/2002
Validation and adverse impact review of sergeant written test

Tarrant County, TX 8/1991 - 6/1993
Job Analysis and Selection Plan: Entry-Level Detention Officer
Content Validation Report for Entry-Level Detention Officer Reading, Writing,
and Math Ability Tests

Tousignant vs. County of San Bernardino and State of California, 2000
Expert testimony (deposition) and consultation pertaining to physical
ability requirements, testing, and job analysis

Simmons, et al. v. City of Kansas City, Federal District Court (Police Supervisory
Classifications)
Statistical report & EEO analysis

Sloniger v. Office of Hearings and Appeals, Social Security Administration, 2003
(EEOC case).
Statistical analysis of promotions and utilization analysis

U.S. Department of Justice v. City of Torrance, Federal District Court (4/1993 - 1995)
Testimony (deposition)
Lead validation consultant
Deposition testimony

Walker v. Contra Costa County, Federal District Court (2005)
EEO analysis and case consultation

Other Industries

Adams v. San Juan Unified School District (CA State Court).
Disparate impact / validation review
Deposition testimony

Bailey v. UPS, California State Court
Expert testimony (deposition)
Statistical evaluation of disparate treatment

Bar S. Foods, Inc.
EEO and Disparate Impact Statistical Analysis

Blackman v. Hughes Aircraft Company, Federal District Court
Statistical analysis review

Bravo et al. v. ILWU et al., Federal District Court
Expert testimony (deposition)
Statistical analysis (age) of eligibility list

Brown v. Maersk Pacific Ltd., Federal District Court
Statistical review of working hours data (disparate impact)

Butler v. Federal Express (CA State Court, Alameda)
Numerous EEO related issues

City of Pleasanton, CA 1/1990 - 3/1990
Job analyses/selection plans for Sanitary Sewer Operator, Park Maintenance Worker, Water Systems Operator, and Street Maintenance Worker

City of Seattle (City Light Division), WA (4/2002 - 2005)
Test validation for Written Test, Work Attributes Test, Working Test, Physical Demonstration Tests, and Interview for:
1) Electrician Constructor
2) Cable Splicer
3) Pre-apprentice Lineworker
Project included the review and validation of ten work sample / physical demonstration tests.

International Longshore Workers Union and Pacific Maritime, Inc.
Job Analysis and Content Validity Report for the Foreman/Boss Position:
1) Written Test
2) Structured Interview
3) Time in Grade Criteria
4) Work History Evaluation

Jensen v. Santa Clara Valley Transit Authority, CA Sup. Ct, Santa Clara County
Case review re: test scoring/interpretation, job analysis, selection plan

Kal Kan Foods, Inc. CA 2/1991 - 12/1991
Job Analysis for six Technician classifications:
1) Shipping and Receiving Technician
2) Preparation Technician
3) Mix & Fill Technician
4) Hydro Technician
5) Process Control Technician
6) Packaging Technician
Content validation report: written/verbal tests (promotion/lateral-entry)

Kruz v. Sun Microsystems, Inc., CA Sup. Ct., Santa Clara County
Disparate impact and statistical analyses regarding RIFs

Landry v. L3, Federal District Court
Disparate impact review

Lee v. County of Los Angeles, CA State Court (Los Angeles)

Disparate impact / validation review

Matthew v. Sun Microsystems, Inc.

Disparate impact and statistical analyses regarding RIFs

McMillin v. Interstate Brands Corporation, CA State Court (Los Angeles)

Gender discrimination, case review

National Vision, Inc.

Time/Payroll compliance analysis and software

Newman v. Kaiser Permanente, Federal District Court

Disparate impact review

Pepsi Bottling Group, Inc.

Training and consulting service in various EEO areas since 2004

Powell v. UPS, CA State Court.

Expert testimony (deposition and trial)

Statistical evaluation of disparate treatment

Phung v. Intel Corporation, U.S. District Court, Eastern District.

Adverse impact methodology / rebuttal

Expert Deposition Testimony

Raytheon, Inc.

EEO compliance training and disparate impact analysis tools

Richeson v. Federal Express (2003)

Job analysis and essential function analysis

Rent-A-Center, Inc.

Selection process validation review

Physical ability testing requirements review

San Bernardino County, CA.

Disparate Impact and Test Validation Analysis and review/report

Satchell v. Federal Express CA State Court (Alameda)

Expert consulting regarding numerous EEO related issues

Schneider v. San Francisco Community College

Selection process job relatedness/validity review; rater reliability analysis

Southern California Edison, CA.

Thousands of consulting hours since 1995 in various areas, including:

Adverse impact analysis

Compensation Analyses

Utilization Analyses and Availability Determination

Numerous statistical reports involving pay, layoffs, and disparate impact

Southwest Texas University, TX.

Validation of Training, Experience, and Education Ratings and Criteria

Job Analysis system and training

Yaner Xu v. John Potter, Postmaster General of the United States Postal Service
Equal Employment Opportunity Commission (EEOC)

Disparate impact analysis (test scores and seniority) and trial testimony

Union-Tribune Publishing Company 10/1991 - 12/1991

Reduction in Force (RIF) and merger

Job analysis for 17 classifications

Performance appraisal system

FIRE & POLICE SELECTION, INC.

193 Blue Ravine Rd., Ste. 270 Folsom, CA 95630
Office: 916.294.4242 ext. 245 Fax: 916.294.4240

STACY L. BELL, M.S.

Executive Vice President/Principal Consultant, Fire & Police Selection, Inc.

Experienced Principal Consultant in the EEO/AA field, specializing in the areas of:

- Test Development/Validation
- Job Analysis/Selection Plan Development
- Adverse Impact Analysis
- Statistical Analyses/Research Methodology
- Customized Item-writing
- Candidate Orientation and Rater Training
- Candidate and Incumbent Physical Ability Testing

Test Development/Validation

Experience in test development, validation and conducting job analyses with an emphasis in the protective service area.

Written Tests

Responsible for writing, reviewing, and revising thousands of test items for multiple-choice tests in the public service industry. This work includes conducting readability studies on job materials and test items, item analyses, and other statistical and research evaluations on written tests. All of the tests are being used on a national basis in public safety departments across the country.

One of the primary authors of several fire and law enforcement exams, measuring cognitive abilities, personality traits, and job knowledge, which are distributed nationally.

Physical Ability Tests

Responsible for conducting job analyses/test link-up studies, developing cutoff times, administration methodology, and event modifications for individual departments and departments in consortium testing.

Project Director of several consortium validation studies for firefighter physical ability tests and dozens of individual fire department studies.

Validation

Application of content validity approaches for validating numerous tests including entry-level reading ability tests, knowledge tests, and physical ability tests. Author of content validation reports designed to address the Uniform Guidelines on Employee Selection Procedures (1978).

Application of criterion-related validity (concurrent and predictive) to support content-validated tests, including the development of criteria, job performance predictions, pass/fail cutoff determinations, and ranking/banding for written and physical ability tests.

Cutoff Score Determination

Responsible for cutoff score analyses and/or determination of numerous multiple-choice tests. Seventeen years of experience in applying numerous statistical and practical tests for cutoff score determination. Analysis of data to determine job-related cutoff scores for multiple-choice tests using the Angoff method as modified by the U.S. v. South Carolina case using classical and conditional standard errors of measurement and other statistical approaches. Application of both content and criterion-related validity to determine cutoffs for different types of tests.

Job Analysis

Responsible for conducting multiple job analyses nationwide for the classification of Entry-Level Firefighter and Entry-Level Police Officer. Responsible for working with numerous subject-matter experts in identifying duties, importance ratings, duty statements, degrees of importance, consequence of errors, knowledge, skills, abilities, physical and other characteristics, and numerous link-up studies between job analyses and various tests.

Educational Background

B.A. Psychology: California State University, Sacramento, CA

M.S. Industrial/Organizational Psychology: California State University, Sacramento, CA/
Capella University. Emphasis: Test Validation, Statistics, Organizational Behavior.

Memberships

Memberships with the following associations:

International Personnel Management Association (IPMA)

International Personnel Management Association Assessment Council (IPMAAC)

Personnel Testing Council, Northern California (PTC-NC)

Society for Human Resources Management (SHRM)

Nationally Published Co-Author/Reviewer

Firefighters Exams (5th ed.) Barron's Educational Series, Inc., technical reviewer

Firefighter Exam for Dummies (2011), co-author/technical reviewer

Police Officer Exam for Dummies (2011), co-author/technical reviewer

Presentations/Trainings/Publications

Bell, S.L. (2000). *Establishing Cutoffs for Physical Ability Tests in the Protective Service Industry*. Presented at the International Personnel Management Association conference, Washington, D.C.

Bell, S.L. (2007). *Administering Structured Oral Interviews and Rater Training*. Presented to the Edmonton Emergency Response Department Human Resources and Fire Department, Edmonton, AB.

Bell, S.L. (2007). *Seven Steps for Developing a Valid Paper-and-Pencil Written Promotional Examination Using Content Validation*. Presented at the International Association of Fire Chief's conference, Atlanta, GA.

Bell, S.L. (2008). *Administering Structured Oral Interviews and Rater Training*. Presented to the Edmonton Emergency Response Department Human Resources and Fire Department, Edmonton, AB.

Bell, S.L. (2008). *Candidate Orientation—Preparing for the Entry-level Firefighter Written Examination Process*. Presented to the Burbank Fire Department applicants, Burbank, CA.

Bell, S.L. (2009). *Administering Structured Oral Interviews and Rater Training*. Presented to the Baltimore City Human Resources and Fire Department, Baltimore, MD.

Bell, S.L. (2009). *Administering Structured Oral Interviews and Rater Training*. Presented to the Edmonton Emergency Response Department Human Resources and Fire Department, Edmonton, AB.

Bell, S.L. (2010). *Candidate Orientation—Preparing for the Entry-level Firefighter Written Examination Process*. Presented to the Burbank Fire Department applicants, Burbank, CA.

Bell, S.L. (2011). *Administering Structured Oral Interviews and Rater Training*. Presented to the City of Dayton Human Resources and Fire Department, Dayton, OH.

Bell, S.L. & Biddle, D.A. (2011). *Maintaining Physical Standards Using Physical Ability Testing: Are your Incumbents Fit for the Job?* Presented at the International Association of Fire Chief's conference, Atlanta, GA.

Bell, S.L. & Biddle, D.A. (2011). *Is your Department's Entry-Level Firefighter Testing Program Properly Calibrated to Screen in the Most Well-rounded and Qualified Recruits?—A National Fire Chief Survey Reveals the Key Ingredients that Should be Included in your Department's Fire Test*. Presented at the International Association of Fire Chief's conference, Atlanta, GA.

Biddle, D.A. & Bell-Pilchard, S.L. (2012). *Testing in the Fire Service Industry: A Handbook for Developing Balanced and Defensible Assessments*. Scottsdale, AZ: Infinity Publishing.

Biddle, D.A. & Bell-Pilchard, S.L. (2013). *Personnel Testing in the Public Safety Industry: A Practitioner's Guide for Developing Balanced and Defensible Assessments*. Scottsdale, AZ: Infinity Publishing.

Selected Technical Reports and/or Selection-Device Development/Validation

Central Valley Joint Recruitment Testing (City of Bakersfield, City of Clovis, City of Fresno, City of Sanger, City of Tulare, City of Visalia, and Kings Country), CA 6/98

Physical Ability Test Content Validation Study: Entry-Level Firefighter Consortium

Anchorage Fire Department, AK 6/99

Selection Plan Weighting Survey: Entry-Level Firefighter and Firefighter/Paramedic

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Firefighter/Paramedic

Baton Rouge Fire Department, LA 6/99

Physical Ability Test Content Validation Study: Entry-Level Firefighter

City of Oceanside, CA 7/99

Physical Ability Test Content Validation Study: Entry-Level Firefighter

North Lake Tahoe Fire Protection District, NV 6/00

Physical Ability Test Content Validation Study: Entry-Level Firefighter

City of Anaheim, CA 1/01

Job Analysis: Entry-Level Firefighter

Content Validation Study: Chief's Oral Interview Questions for Entry-Level Firefighter

Soldotna Central Emergency Services, AK 4/02

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Monterey County Consortium (Carmel Fire Department, Mid-Valley Carmel Fire District, Monterey Fire Department, Seaside Fire Department, and Salina Rural Fire District), CA 6/03

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Las Vegas and North Las Vegas Fire Departments, NV 7/03

Job Analysis: Entry-Level Firefighter

Content Validation Report: Test Preparation Manual (TPM) 8th Ed. Written Test

North Lake Tahoe Fire Protection District, NV 3/04

Job Analysis: Fire Inspector, Firefighter-I, Firefighter/Paramedic, Fire Engineer, Fire Captain, Battalion Chief, Assistant Fire Chief, and Fire Chief

Content Validation Study: Fire Captains Assessment Center Exercises

Anaheim Police Department, CA 4/05

- Job Analysis: Entry-Level Police Officer
- Development of the TPM 5th Ed.
- Creation of Parallel Reading Ability Test Forms
- Creation of a Writing Ability Test Form
- Content Validation Report: Test Preparation Manual (TPM) 5th Ed. Written Test and Writing Ability Test (WAT)

Tualatin Valley Fire & Rescue, OR 1/06

- Job Analysis: Entry-Level Firefighter
- Development of the TPM 9th Ed. TPM
- Creation of Parallel Reading Ability Test Forms
- Creation of a Writing Ability Test Form
- Content Validation Report: Test Preparation Manual (TPM) 9th Ed. Written Test and Writing Ability Test (WAT)

City of Anaheim, CA 6/06

- Job Analysis: Entry-Level Firefighter
- Content Validation Study: Structured Oral Interview Questions for Entry-Level Firefighter

Henderson Fire Department, NV 6/07

- Job Analysis: Entry-Level Firefighter
- Development of the Comprehensive Examination Battery (CEB) Test 2nd Edition
- Creation of Parallel Test Forms
- Content Validation Report: Comprehensive Examination Battery (CEB) Test 2nd Edition

Denver Civil Service Commission, CO 4/08

- Job Analysis: Entry-Level Police Officer
- Development of the Situational Judgment and Writing Ability Test (SJWAT)
- Creation of Parallel Test Forms
- Creation of a Candidate Orientation Guide for the SJWAT
- Content Validation Report: Situational Judgment and Writing Ability Test (SJWAT) for Entry-Level Police Officers

Austin Fire Department, TX 5/08

- Transportability Study: Entry-Level Firefighter
- Customized Entry-Level Firefighter Test Creation
- Creation of a Candidate Orientation Guide for the Entry-Level Firefighter Written Test
- Written Test Scoring, Analysis, and Cutoff Score for Entry-Level Firefighter Written Test
- Content Validation Report: Entry-Level Firefighter Written Test

Mount Pleasant Fire Department, SC 6/08

- Physical Ability Test Content Validation Study: Entry-Level Firefighter

Weber Fire District, UT 7/08

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Fry Fire District, AZ 9/08

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Mesa Fire Department, AZ 9/08

Job Analysis: Entry-Level Firefighter

Development of the TPM 10th Ed. TPM

Creation of Parallel Reading Ability Test Forms

Content Validation Report: Test Preparation Manual (TPM) 10th Ed. Written Test

Baltimore City Fire Department, MD 6/09

Job Analysis: Entry-Level Firefighter

Development of the Reading Ability and Human Relations Skills Test (RAHRST)

Creation of Parallel Test Forms

Creation of a Candidate Orientation Guide for the RAHRST

Written Test Scoring, Analysis, and Cutoff Recommendation for RAHRST

Content Validation Report: Reading Ability and Human Relations Skills Test (RAHRST) for Entry-Level Firefighters

Dayton Civil Service Commission, OH 5/09

Test Plan Development

Job Analysis: Entry-Level Firefighter and Entry-Level Police Officer

Validation of Entry-Level Firefighter and Entry-Level Police Officer Written Tests

Validation of Entry-Level Firefighter and Entry-Level Police Officer Oral Interviews

Selection Plan Weighting of Entry-Level Police Officer Written Test

Written Test Scoring, Analysis, and Cutoff Recommendation for Entry-Level Firefighter and Entry-Level Police Officer Written Tests

Oral Board Rater Training for Entry-Level Police Officer Oral Interviews

Content Validation Reports: Entry-Level Firefighter and Entry-Level Police Officer

Mehlville Fire Protection District, MO 8/10

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents

Spokane Fire Department, WA 5/11

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Concord Township Fire Department, IN 5/11

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Lake Travis Fire Rescue, TX 5/11

Customized Written Test Development for: Fire Engineer/Fire Lieutenant/Battalion Chief

Cutoff Score Validation

Written Test Scoring, Analysis, and Cutoff Recommendation for Written Tests

Philadelphia Fire Department, PA 5/11

Test Plan Development

Job Analysis: Entry-Level Firefighter

Validation of Entry-Level Firefighter Written Test

Written Test Scoring, Analysis, and Cutoff Recommendation for Written Tests

Candidate Orientation/Training

Content Validation Report: Entry-Level Firefighter

Northern Nevada Fire Consortium, NV 5/12

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Written Test Administration, Scoring, Analysis, and Cutoff Recommendation for Entry-Level Firefighter Written Tests

Aberdeen Fire Department, SD 5/12

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Honolulu Fire Department, HI 6/12

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Physical Ability Test Site Certification and Norming

Tallahassee Fire Department, FL 7/12

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents

Physical Ability Test Site Certification and Norming

Lake Travis Fire Rescue, TX 7/12

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Candidate Orientation/Training

Written Test Administration, Scoring, Analysis, and Cutoff Recommendation for Entry-Level Firefighter Written Tests

Oral Board Rater Training for Entry-Level Firefighter Oral Interviews

City of Miami, FL 7/12

Test Plan Development

Job Analysis: Entry-Level Firefighter -EMT

Charleston Fire Department, SC 6/13

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents

Physical Ability Test Site Certification, Rater-Training, and Norming

American Fork Fire/Rescue Department, UT 3/13

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents

Central Mat-Su Fire Department, AK 3/14

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents

Physical Ability Test Site Certification, Rater-Training, and Norming

Columbia Police Department, MO 6/14

Job Analysis: Entry-Level Police Officer
Validation of Entry-Level Police Officer Written Test
Written Test Scoring, Analysis, and Cutoff Recommendation for Entry-Level Police Officer Written Tests
Content Validation Report: Entry-Level Police Officer

Chattanooga Fire Department, TN 9/14

Job Analysis: Entry-Level Firefighter
Development of the TPM 11th Ed. TPM
Creation of Parallel Reading Ability Test Forms
Content Validation Report: Test Preparation Manual (TPM) 11th Ed. Written Test

Lake Travis Fire Rescue, TX 6/15

Physical Ability Test Content Validation Study: Entry-Level Firefighter
Candidate Orientation/Training
Written Test Administration, Scoring, Analysis, and Cutoff Recommendation for Entry-Level Firefighter Written Tests
Oral Board Rater Training and Oversight for Entry-Level Firefighter Oral Interviews

Baltimore City Fire Department, MD 7/15

Job Analysis: EMT-Firefighter
Development of the Reading Ability and Human Relations Skills Test (RAHRST)
Creation of Parallel Test Forms
Creation of a Candidate Orientation Guide for the RAHRST
Written Test Scoring, Analysis, and Cutoff Recommendation for RAHRST
Content Validation Report: Reading Ability and Human Relations Skills Test (RAHRST) for Entry-Level Firefighters
Validation of the EMT-Firefighter Oral Board Assessment
Oral Board Rater Training
Physical Ability Test Content Validation Study: Entry-Level Firefighter
Physical Ability Test Site Certification, Rater-Training, and Norming

Kerrville Fire Department, TX 12/15

Physical Ability Test Content Validation Study: Entry-Level Firefighter
Physical Ability Test Cutoff Recommendation

Philadelphia Fire Department, PA 6/16

Test Plan Development
Job Analysis: Entry-Level Firefighter
Validation of Entry-Level Firefighter Written Test
Written Test Scoring, Analysis, and Cutoff Recommendation for Written Tests
Candidate Orientation/Training
Content Validation Report: Entry-Level Firefighter

Victoria Fire Department, TX 1/17

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents
Physical Ability Test Cutoff Recommendations

Rockwall, TX 7/17

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents
Physical Ability Test Cutoff Recommendations

OCFA Special Procurement Justification Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Operations Training & Safety	Requested By: Charles Fedak	Date: 3/9/2019
Recommended Vendor: Fire & Police Selections Inc.	Vendor Contact: Stacy Bell	Vendor's E-mail Address: stacy@fpsi.com
Vendor Address: 193 Blue Ravine Road, Suite 270 Folsom, CA 95630		Vendor's Telephone #: 916-294-4242 ext. 245
Type of Contract: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 3/28/2019 - 7/01/2019	Contract Amount: \$40,000
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III – JUSTIFICATION

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

FPSI will review the specific tasks/duties identified as being required by probationary firefighters. FPSI will conduct on site test validation of mid-term and final manipulative tasks/skills to the job analysis, and identify which parts validate, which need to be modified

and which should be eliminated. Appropriate passing scores for the manipulative assessments will be identified.

2. **Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. Attach additional sheet if necessary.**

Few if any, private or public entities provide this service. To maintain consistency in the validation process in addition to the firm's understanding of

OCFA's testing procedures, staff is recommending continued use of FPSI for validation services. FPSI has already validated 20 out of 50 firefighter manipulative tests. This additional service by FPSI will provide OCFA a complete set of validated manipulative tests for the mid-term and final skills.

SECTION III – JUSTIFICATION (*continued*)

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

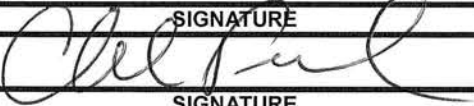
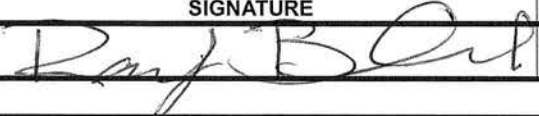
Cost savings will be accomplished by capitalizing on FPSI's extensive knowledge of our process.

If the OCFA desired to seek another firm to finish validating the remaining training modalities, the costs would be higher (including staff and vendor time) due to the new firm's need to be educated on OCFA workflows.


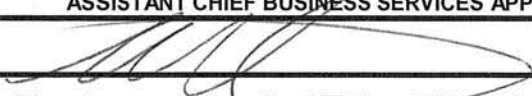
4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)

There are no maintenance costs, licensing costs, or minimum required purchases. This will complete the validation of all manipulative tests used for the probationary firefighter position.

Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Charles Fedak		3-9-2019
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Randy Black		3-9-2019

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	3/12/19
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	3/12/19

Executive Committee Approval Required ☒ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3G
Consent Calendar

**Blanket Order Contract Extension for High-
Pressure Air Compressor Maintenance and Repair**

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Russ Snider, Service Center Supervisor

russsnider@ocfa.org

714.573.6601

Summary

This agenda item is submitted for approval to renew the current blanket order contract with Compressed Air Specialties (CAS) for preventative maintenance and as-needed repairs for seven Bauer high pressure air compressors.

Prior Board/Committee Action(s)

At the February 19, 2015, Executive Committee meeting, a three-year sole source blanket order contract extension with Compressed Air Specialties was approved in an amount not to exceed \$15,000 per year.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute up to three additional one-year blanket order contract extensions with Compressed Air Specialties in an amount not to exceed \$15,000 annually (\$45,000 aggregate) provided Compressed Air Specialties remains the only authorized service provider in Orange County.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the repair and maintenance of the high-pressure air compressors is included in the FY 2018/19 budget, specifically in the Logistics Department, Material Management Section budget for Equipment Maintenance and Repair.

Background

The OCFA owns seven Bauer air compressors that are used to fill Self-Contained Breathing Apparatus (SCBA) cylinders with breathing air. These SCBA systems are used by firefighters while performing structural firefighting duties. Two of the compressors are located at the Service Center, one is located at Station 75, and four additional units are located on mobile "light and air" vehicles. Each compressor requires annual maintenance, testing, and associated required repairs to ensure they function properly.

On February 4, 2014, staff issued Invitation for Bids RO1907 for maintenance and repair of the Bauer Compressors. CAS was the only firm to submit a bid, and it was discovered that they are the sole factory-authorized service provider in Orange County. CAS submitted the following pricing for the blanket order contract extension:

Description	Amount
Total Annual Preventive Maintenance and Testing Fee	\$7,500
Hourly Rate for As-Needed Repairs	\$120/Hour

Conclusion

Staff is requesting authorization to extend the contract for up to three additional one-year extensions in an amount not to exceed \$15,000 annually (\$45,000 aggregate).

Attachment(s)

Sole Source Justification Form

OCFA Sole Source Request Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

SECTION II - REQUEST INFORMATION

Department/Section: Service Center	Requested By: Russ Snider	Date: March 7, 2019
Recommended Vendor: Compressed Air Specialties	Vendor Contact: Shawn Townsend	Vendor's E-mail Address: shawn@compairspec.com
Vendor Address: 1340 South Simpson Circle, Anaheim, CA 92806		Vendor's Telephone #: (714) 991-8800
Type of Contract: <input type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): April 1, 2019 - March 30, 2020	Contract Amount: Not to Exceed \$15,000 Annually
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III - JUSTIFICATION

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

The service requested is for the all inclusive maintenance and repair of two site based SCBA air fill systems, RFOTC and FS 75, and four vehicle mounted fill systems, SS1, SS2, AU30, and Training AU.

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

Per the attached letter from Bauer, Compressed Air Specialties is one of the only recognized Bauer sales and service center for the fire service market in California.

SECTION III – JUSTIFICATION (continued)



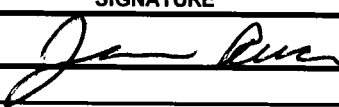
3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.

Quote from Compressed Air Specialties.



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

There will be no other obligations.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
John Brutto		3/7/19
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Russ Snider		3/7/19
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Jim RUANE		3/11/19

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	3/13/19
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	3/13/19

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

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



 Quality. Our DNA

June 13, 2018

Ref: Bauer Compressors, Inc. Factory Authorized Distributors

To: Whom It May Concern

This document supersedes all previous in scope and content. Please accept this notes as confirmation that the following distributors are the only factory authorized and recognized sales and service centers for the Municipal Fire Market and Department of Defence facilities in the California market area. This authorization applies to all high pressure breathing air products manufactured by Bauer Compressors, Inc.

Compressed Air Specialties, Inc.
1340 Simpson Circle
Anaheim, CA 92806
Att: Shawn Townsend
Tel: 714-991-8800
Email: shawn@compairspec.com

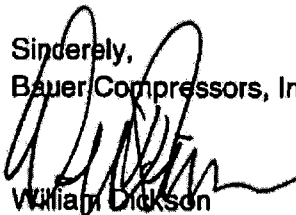
Tinosa LLC
6151 Progressive Ave.
San Diego, CA 92154
Att: Tim Kiley
Tel: 619-690-7440
Email: tim@tinosalc.com

Bauer San Francisco
267 East Airway Blvd.
Livermore, CA 94551
Att: Tim McGuire
Tel: 925-449-7210
Email: tim.mcguire@bauersf.com

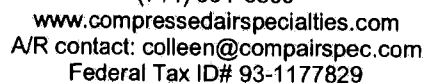
Sales activities from entities recognized as DLA Prime Vendors and operating on behalf of Bauer Compressors, Inc. are excluded from this letter of authorization. This notice shall remain valid until June 13, 2019. Should any questions regarding the aforementioned details please do not hesitate to contact me.

Please feel free to contact me if I can provide any additional information or answer any questions for you.

Sincerely,
Bauer Compressors, Inc.



William Dickson
Vice President of Sales, Breathing Air Products



Date	Quotation #
1/14/2019	2447

Orange County Fire Authority
Attn: Accounts Payable
P.O. Box 53008
Irvine, CA 92619-3008

Orange County Fire Authority
Service Center
1 Fire Authority Road
Irvine, CA 92602-0125

Rep		Quote Requested By/RFQ#	Estimated Service Date	Terms	
ST			2/13/2019	Net 30	
Qty	Item	Description	U/M	Price	Amount
1	MISC	Annual services and air testing	ea	7,500.00	7,500.00



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3H
Consent Calendar

Award of RFP #JA2328 Purchase of Two Water Tenders

Contact(s) for Further Information

Jim Ruane, Assistant Chief jimruane@ocfa.org 714.573.6304
Logistics Department

Frank Grisenti, Fleet Services Coordinator frankgrisenti@ocfa.org 714.573.6652

Summary

This agenda item is submitted for the approval to purchase two Water Tenders from KME Fire Apparatus, 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 KME Fire Apparatus for the purchase of two 2019 KME Water Tenders in a total amount of \$881,979.96.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the purchase of two Water Tenders is included in the FY 2018/19 Fund 133 Fire Apparatus.

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, two tactical water tenders have been approved for replacement based on the vehicles ages. The primary objective of OCFA's tactical water tenders is to provide a portable water source used to replenish Type 3 apparatus during pumping operations in remote areas without hydrant services. These units are off road capable and can pull water from lakes, streams, and even swimming pools if needed. The Water Tenders are also used as standalone units during the mop up on wildland fires. The tactical water tender carries 1,800 gallons of water, a light hose complement and can pump while driving. The two units scheduled for replacement are:

Unit #	Year/Make	Mileage
5421	1990 WHITE GMC LTA10	26,399
5425	1990 WHITE GMC LTA10	24,568

Once the two units listed above are replaced with new vehicles, the units will be evaluated for relief or surplus sale.

Request for Proposal (RFP) Process

On November 20, 2018, RFP JA2328 was issued requesting proposals for the purchase of two Water Tenders. A non-mandatory pre-proposal meeting was held on December 4, 2018, and representatives from two companies attended. Final proposals were due on January 14, 2019, and two proposals were received. The proposals were 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 proposal evaluations, the evaluation committee conducted in-person interviews with representatives from both firms, KME and Rosenbauer. After reviewing the specifications and proposals it was decided to go with KME due to the fact that the Rosenbauer specification took many acceptations. Notably the wheels base, height, and length exceeded our maximum requirements. In addition, Rosenbauer's build time was estimated at 420 days, KME estimated a 300 day build time. Upon completion of the interviews, KME's proposal was ranked number one overall. Pursuant to the terms of the RFP, staff requested a Best and Final Offer (BAFO) from KME Fire Apparatus, however the price remained the same. While no change was offered to the unit price of the water tenders, KME provided the option of combining the pre-construction meeting of the water tenders with the pre-construction meeting for the type 3 engines which is scheduled for April. Combining the pre-construction meetings could potential save OCFA up to \$8,000 in travel costs. Additional information on the evaluation scoring is provided in Attachment 1.

Recommendation

Based on the results of the RFP, staff is recommending the award of this contract to KME Fire Apparatus for the purchase of two 2019 KME Water Tenders in a total amount of \$881,979.96.

Attachment(s)

1. Evaluation Scoring Summary
2. Proposal from KME Fire Apparatus (on file in the Office of the Clerk)

**JA2328 – Purchase of Two Water Tenders
Summary of Evaluation Scores and Pricing**

Evaluation

An evaluation team consisting of one Fleet Services staff member and two Apparatus Committee action officers, evaluated the two proposals received. Proposals were 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 evaluations, the evaluation committee conducted in-person interviews with representatives from the two firms, KME and Rosenbauer. Upon completion of the interviews, KME's proposal was ranked number one overall. Pursuant to the terms of the RFP, staff requested a Best and Final Offer (BAFO) from KME Fire Apparatus, however the price remained the same. While no change was offered to the unit price of the water tenders, KME provided the option of combining the pre-construction meeting of the water tenders with the pre-construction meeting for the type 3 engines which is already scheduled for April. Combining the pre-construction meetings could potential save OCFA up to \$8,000 in travel costs. Final evaluation scores, are shown in the table below:

Evaluation Scoring Summary	KME Fire Apparatus			Rosenbauer		
Proposal Pricing	\$881,979.96			\$760,481.85		
Evaluator #	1	2	3	1	2	3
A. Statement of Qualifications (15)	15.00	15.00	15.00	15.00	13.50	15.00
B. References (5)	3.50	3.50	3.50	4.00	4.00	4.00
C. Ability to meet the specifications (40)	36.00	36.00	36.00	24.00	24.00	24.00
D. Overall Responsiveness (5)	4.00	4.50	4.00	3.50	4.00	3.00
E. Proposed Costs (35)	30.18	30.18	30.18	35.00	35.00	35.00
F. Interview (25)	22.50	22.50	22.50	17.50	20.00	17.50
Total Points (max 125)	111.18	111.68	111.18	99.00	100.50	98.50
Proposal Ranking	1	1	1	2	2	2
Sum of Proposal Rankings	3			6		

**JA2328 – Purchase of Two Water Tenders
Summary of Evaluation Scores and Pricing**

Proposal Pricing			KME		Rosenbauer	
Description	Qty	U/M	Unit Price	Ext. Total	Unit Price	Ext. Total
Water Tender Per Spec No. 18-09-02	2	Each	\$394,412.51	\$788,825.02	\$337,870.00	\$675,740.00
Sales Tax (7.75%)				\$61,133.94		\$52,369.85
Pre-Construction Trip cost per person*	4	Each	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00
Mid-Inspection Trip cost per person	4	Each	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00
Final Inspection Trip cost per person	4	Each	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00
Documentation Fees	2	Each	\$0.00	\$0.00	\$200.00	\$400.00
Tire Fee per Vehicle	2	Each	\$10.50	\$31.50	\$12.00	\$24.00
Exact Transportation Charges, if any	2	Each	\$4,000.00	\$8,000.00	\$3,974.00	\$7,948.00
Total				\$881,979.96		\$760,481.85

** KME has provided the option of combining the pre-construction meeting for the water tenders with the pre-construction meeting for the type 3 engines which is scheduled for April. Combining the pre-construction meetings could potentially save OCFA up to \$8,000 in travel costs.*

Water Tenders (JA2328), bidding on January 14, 2019 11:00 AM (Pacific)

Printed 01/28/2019

Bid Results**Bidder Details**

Vendor Name KME Fire Apparatus/REV Fire Group
Address 4725 Troy Ct.
One Industrial Complex Nesquehoning, PA 18240 -
Corp. Office
Jurupa Valley, CA 92509
Respondee United States
bgonzalez@kmeffire.com
Respondee Title Sales Representative
Phone 909-917-4339 Ext.
Email bgomez@kmeffire.com
Vendor Type

Bid Detail

Bid Format Electronic
Submitted January 13, 2019 10:52:45 PM (Pacific)
Delivery Method electronic
Bid Responsive
Bid Status Submitted
Confirmation # 163886
Ranking 0
Amount \$0.00

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
RFP DOCUMENT	JA2328-RFP Solicitation Document MARKEDpdf.pdf	Cost File
SPECIFICATIONS	Water Tender Vehicle Specifications MARKED.xlsx	RFP Required Response Forms
KME PROPOSAL SPECS	Orange County Water Tender 2 Bid Spec 2019-01-12 15-08-08 (1).pdf	General Attachment
DRAWING	Orange County Proposal Drawing 20190111.pdf	General Attachment

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 # 18-09-02 Water Tender:** 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. State the year, make & model of the proposed water tenders.
- d. 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.



EXHIBIT A – LETTER OF TRANSMITTAL

January 11, 2018

James Aguila – Asst. Purchasing Agent, OCFA Purchasing Department
1 Fire Authority Way
Irvine, CA

Dear Mr. Aguila,

On behalf of KME Fire Apparatus, I am pleased to submit this proposal per the OCFA RFP JA-2328 – Water Tenders. KME is committed to meeting and in some areas even exceeding the specifications for this apparatus. KME understands the terms and conditions to the RFP and is fully capable of fulfilling the contract with apparatus that will serve the OCFA for many years.

This proposal is valid for a maximum of 180 days from proposal date.

Proposer contact information:

Brandon Gomez
KME Fire Apparatus
4725 Troy Ct.
Jurupa Valley, CA 91761
Phone: 909-917-4339
Email: bgomez@kmeffire.com

Regards,

Brandon Gomez

Brandon Gomez
KME Factory Sales Representative

EXHIBIT B: STATEMENT OF QUALIFICATIONS QUESTIONNAIRE

Offerors shall provide a response to each of the following items. Responses shall demonstrate the ability, capacity, experience, and skill of the Offeror, their staff, and their employees to provide the equipment requested. Provide a response to each of the requests below:

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 two hundred & ninety (290) 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 of the warranty included with the purchase of each Water Tender and included assembled components. The warranty statement will include the manufacturer's obligations and capability of furnishing parts and technical assistance to OCFA for the normal life of the vehicle.
9. Is the warranty a "single-source warranty"? What are the duration periods of the optional "single-source warranty"? Provide the guaranteed response time for resolution of warranty issued after notification from Fleet Services is received.
10. Provide a detailed description for an optional extended warranty for the proposed apparatus 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 extended warranty.
11. 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.



**Orange County Fire Authority - RFP JA2328 Water Tender
Exhibit B**

1. KME Fire Apparatus has been building firefighting vehicles for over 40 years from Nesquehoning, PA. We operate a factory-owned branch in Jurupa Valley, which is within 50 miles of the OCFA headquarters. Currently KME employs 23 people at the local branch and over 700 companywide.
2. KME maintains all of the proper licenses to operate a sales and service center in California. All licenses are attached.
3. KME has been building Water Tenders for Fire agencies for many years. We have delivered comparable apparatus to departments such as Los Angeles County, Santa Clara County, San Bernardino County, OCFA and many more.
4. KME manufactures our apparatus completely from our facility in Nesquehoning, PA.
5. KME owns and operates a sales, service and parts center located with 50 miles of the OCFA. This center has been in operation since 1989 and possess all of the resources to respond to all service, warranty and parts requests. We employ EVT-certified mechanics and have the ability to provide mobile service in the field. Additionally, KME is currently in the process of expanding our service and parts center with a state of the art 65,000 square feet facility. We expect to have this facility in full operation by spring of 2020.
6. Key KME staff members who will be involved in this contract will be:
Brandon Gomez: Sales Representative. 11 years with KME
Shawn Gogola: Contractor Administrator. 9 years with KME
John Whitney: Branch Manager. 2 years with KME. 20 years in industry
Ken Creese: California Sales Director. 3 years with KME. 30+ years in industry
7. Delivery: KME proposes a delivery schedule of 180 days after receipt of chassis. With a commercial cab/chassis, we are unable to control the build time of the cab/chassis. Currently, Freightliner has a build lead time of this chassis of 60-120 days so meeting the County's delivery requirement shouldn't be a problem.
8. KME is proposing a 1-year bumper to bumper warranty with the apparatus. The body has a 20 year structural warranty and the tank is Lifetime. An extended warranty option is being provided with our response, which would resemble the 1-year bumper to bumper warranty but extended to 5 years. Since this is a commercial chassis, the cab and chassis warranty would fall under that as provided by Freightliner. Wearable items such as wiper blades, drive belts, brakes, etc. are not covered under the standard warranty.
9. KME Fire Apparatus is fully capable of building the Water Tenders as specified by the OCFA as demonstrated on apparatus previously delivered to the OCFA.

EXHIBIT C: REFERENCES

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.

Customer Agency Name	Orange County Fire Authority
Contact Name and Title	Rick Oborny Fleet Manager
E-mail/Telephone number	rickoborny@ocfa.org 714-573-6651
Type of Vehicle Supplied: Year/Make/Model/Quantity	2007 Commercial Water Tender 3 units
Contract price per vehicle	\$225,000.00
Customer Agency Name	Los Angeles County Fire Department
Contact Name and Title	Chad Idol Fleet Manager
E-mail/Telephone number	chad.idol@fire.lacounty.gov 213-247-8965
Type of Vehicle Supplied: Year/Make/Model/Quantity	2010 Commercial Tanker 1 unit
Contract price per vehicle	\$380,000.00
Customer Agency Name	San Bernardino County Fire Department
Contact Name and Title	Dale Sandoval Fleet Manager
E-mail/Telephone number	dsandoval@sbcfire.org 909-815-7960
Type of Vehicle Supplied: Year/Make/Model/Quantity	2009 Commercial Water Tender 3 units
Contract price per vehicle	\$250,000.00
Customer Agency Name	Imperial County Fire Department
Contact Name and Title	Tony Rouhotas Fire Chief
E-mail/Telephone number	tonyrouhotas@co.imperial.ca.us 760-427-2685
Type of Vehicle Supplied: Year/Make/Model/Quantity	2007 Commercial Water Tender 1 unit
Contract price per vehicle	\$225,000.00

EXHIBIT D: RESPONSE TO VEHICLE SPECIFICATIONS # 18-09-02 WATER TENDER

The proposal must include detailed responses to vehicle specification number 18-09-02 Water Tender. A Microsoft Excel file is included with this solicitation to assist vendors in documenting responses to each specification. Include a completed copy of the excel file with the proposal.

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 ½" x 11").

SPECIFICATION NUMBER 18-09-02 WATER TENDERS RFP JA2328						
<p>BID 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.</p> <p>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.</p> <p>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.</p>						
PROPOSER:		KME FIRE APPARATUS				
PROPOSED WATER TENDER (YEAR/MAKE/MODEL):		2019 KME COMMERCIAL WATER TENDER				
Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
MATERIALS AND WORKMANSHIP	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:		X		
	2	• SOCIETY OF AUTOMOTIVE ENGINEER'S STANDARDS AND RECOMMENDED PRACTICES		X		
	3	• NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1906 - AUTOMOTIVE FIRE APPARATUS STANDARDS AND ALL REFERENCED APPLICABLE NFPA 1901 STANDARDS		X		
	4	• FEDERAL MOTOR VEHICLE SAFETY (FMVSS)		X		
	5	• ENVIRONMENTAL PROTECTION AGENCY (EPA)		X		
	6	• OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS		X		
	7	• CALIFORNIA STATE STANDARDS (DOT TITLE 13)		X		
	8	THE APPARATUS PROVIDED SHALL BE OF THE MOST CURRENT DESIGN AND MODEL YEAR THAT THE MANUFACTURER PRODUCES. ALL MATERIALS AND COMPONENTS SHALL BE NEW AND OF THE MOST CURRENT MODEL PRODUCED FOR WHICH REPLACEMENT PARTS ARE READILY AVAILABLE. (NO EXCEPTION)		X		
	9	ALL COMPONENT PARTS SHALL EMBODY THE ORIGINAL MANUFACTURER'S LABEL PLATE AND PART OR MODEL NUMBER AS APPLICABLE		X		
	10	NO MANUFACTURER EMBLEMS/BADGES SHALL BE AFFIXED OR STAMPED INTO THE VEHICLE CAB/BODY		X		
	11	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.		X		
	12	ALL WELDING SHALL BE NEAT AND HAVE UNIFORM BEADS. ALL WELDING SPATTER SHALL BE REMOVED.		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
MATERIALS AND WORKMANSHIP (continued)	13	ANY TORCH CUT OR SHEARED METAL SHALL HAVE GROUND-SMOOTH CUTS ON ALL SIDES.		X		
	14	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.		X		
TECHNICAL DATA AND DRAWINGS	15	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.		X		
	16	ALL OFFERORS SHALL INCLUDE THE FOLLOWING TECHNICAL DRAWINGS WITH THEIR PROPOSAL:		X		
	17	• PRELIMINARY DRAWINGS OF PROPOSED OCFA APPARATUS. ALL CONSTRUCTION DRAWINGS SHALL BE APPROVED BY OCFA BEFORE ASSEMBLY.		X		
	18	• TURNING RADIUS REPORT FOR THE PROPOSED APPARATUS.		X		
	19	THE SUCCESSFUL OFFEROR SHALL PROVIDE THE FOLLOWING:		X		
	20	• DETAILED DRAWING(S) OF THE CAB DASH, CENTER CONSOLE, PUMP PANELS, LIGHTING AND ALL SWITCH PANEL'S LAYOUTS FOR APPROVAL PRIOR TO CONSTRUCTION		X		
	21	• FINAL "AS BUILT" DRAWINGS OF OCFA APPARATUS BY TIME OF DELIVERY THAT INCLUDE ALL ELECTRICAL CIRCUITS FOR SERVICE AND DIAGNOSIS BY TECHNICIANS. FINAL PAYMENT WILL NOT BE MADE UNTIL DRAWINGS ARE DELIVERED TO OCFA.		X		
	22	• FINAL "AS BUILT" DRAWINGS OF OCFA APPARATUS SHALL INCLUDE LENGTH, WIDTH, HEIGHT, WHEELBASE, FLAT GROUND CLEARANCES AND ANGLES OF APPROACH, BREAKOVER AND DEPARTURE.		X		
	23	• THE APPARATUS SHALL BE WEIGHED AND DOCUMENTATION SHALL BE PROVIDED TO OCFA.		X		
	24	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" AS WELL AS PDF DIGITAL VERSIONS FOR REVIEW.		X		
	25	ENGINEERING, DESIGN, AND CONSTRUCTION OF THE FIRE APPARATUS AS SPECIFIED IN THESE SPECIFICATIONS WILL BE UNDER THE DIRECT SUPERVISION OF A LICENSED MECHANICAL ENGINEER.		X		
	26	DATA REQUIRED FROM THE MANUFACTURER FOR EACH MAJOR COMPONENT SHALL INCLUDE THE MAKE AND MODEL.		X		
	27	MANUFACTURER SHALL ALSO PROVIDE ROAD PERFORMANCE GUARANTEES INCLUDING: ACCELERATION, TOP SPEED, GRADE-ABILITY, BRAKING, ETC. MAXIMUM SPEED SHOULD BE SET BY GEAR RATIO TO ENSURE MAXIMUM ACCELERATION AND CLIMBING ABILITY.		X		
	28	CENTER OF GRAVITY ANALYSIS INCLUDING TILT ANALYSIS, LOAD DISTRIBUTION BOTH LEFT AND RIGHT INCLUDING LOAD ON EACH AXLE.		X		
	29	VEHICLE TURNING RADIUS (RIGHT AND LEFT) AND RATED AXLE CAPACITY DATA SHALL BE PROVIDED. CRAMP ANGLE FOR FRONT AXLE		X		
	30	THE MANUFACTURER SHALL PROVIDE TOTAL WEIGHT CERTIFICATION (GVW AND GAW) WHICH INCLUDES RATED AXLE CAPACITIES WITH ALL SEAT POSITIONS FILLED TO NFPA MAX AND FUEL TANK FULL. MAXIMUM COMPARTMENT LOADS TO BE PROVIDED FOR PROPOER AXLE WEIGHT RATING.		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
TECHNICAL DATA AND DRAWINGS (continued)	31	MATERIALS, TYPE OF CONSTRUCTION AND GENERAL DRAWINGS SHOWING COMPARTMENT SIZE, SEATING ARRANGEMENTS, CONTROLS AND INSTRUMENT PANEL LAYOUT SHALL BE PROVIDED.		X		
DMV REGISTRATION	32	THE MANUFACTURER SHALL PROVIDE THE FOLLOWING:		X		
	33	• COMPLETE CALIFORNIA DEPARTMENT OF MOTOR VEHICLES REGISTRATION INCLUDING ALL TAXES AND FEES.		X		
	34	• CERTIFICATE OF ORIGIN.		X		
	35	• VERIFICATION OF VEHICLE IDENTIFICATION NUMBER WITH CALIFORNIA WEIGHT CERTIFICATION.		X		
SHIPMENT	36	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. A ITEMIZED LIST OF LOOSE ITEMS PACKED WILL BE INCLUDED IN THE DELIVERY DOCUMENTATION		X		
	37	MANUFACTURER WILL TAKE CARE THAT VEHICLE WILL NOT BE DAMAGED BY INCLEMENT WEATHER OR CORROSIVE ROAD TREATMENTS FOR ICE. IF EXPOSED, MANUFACTURER WILL MITIGATE THE CORROSION OR DAMAGE DURING AND AFTER TRANSPORT IMMEDIATELY.		X		
TRAINING	38	THE MANUFACTURER SHALL ARRANGE FOR A FACTORY TRAINED REPRESENTATIVE TO CONDUCT TRAINING COURSES AND DEMONSTRATE THE EQUIPMENT AS FOLLOWS AT THE CUSTOMER'S LOCATION:		X		
	39	• ONE (1) DAY SHALL BE PROVIDED IN THE OPERATION, USE AND BASIC MAINTENANCE FOR OPERATORS.		X		
	40	• ONE (1) DAY SHALL BE PROVIDED FOR MAINTENANCE, BASIC TROUBLE SHOOTING AND REPAIR FOR SERVICE TECHNICIANS.		X		
	41	• FACTORY REPRESENTATIVE SHALL BE WELL VERSED AND FAMILIAR WITH ALL ASPECTS OF THE VEHICLE OPERATIONS, CAPABILITIES AND LIMITATIONS (NO EXCEPTION).		X		
	42	• MANUFACTURER SHALL GIVE PERMISSION FOR PHOTO/VIDEO RECORDING OF ANY AND ALL TRAINING SESSIONS FOR FUTURE REFERENCE BY THE OCFA.		X		
MANUALS	43	ONE (1) WRITTEN COPY AND ONE (1) MASTER DIGITAL COPY OF AN OPERATION AND MAINTENANCE MANUALS SHALL BE PROVIDED TO THE OCFA WITH EACH UNIT. THIS MANUAL/FLASH DRIVE SHALL INCLUDE DETAILED INSTRUCTIONS IN THE OPERATION AND MAINTENANCE OF THE OVERALL UNIT. FORMATTED IN MICROSOFT OFFICE PRODUCTS.		X		
	44	ONE (1) ADDITIONAL SET OF THE OPERATION AND MAINTENANCE MANUALS SHALL BE PROVIDED FOR USE BY FLEET SERVICES PERSONNEL. THE CONTENT WILL BE FINALIZED WITH THE SUCCESSFUL BIDDER. THE MANUFACTURER WILL GIVE THE OCFA APPROVAL TO MAKE SUFFICIENT COPIES OF THE FILES. THE FILES SHALL BE DELIVERED AND APPROVED BY THE OCFA (FINAL EDITING COMPLETED) PRIOR TO REQUEST FOR PAYMENT.		X		
TESTING	45	UPON COMPLETION OF THE VEHICLE AND PRIOR TO DELIVERY, THE APPARATUS SHALL BE ELECTRICALLY TESTED AND THE ELECTRICAL TESTING, CERTIFICATIONS, AND TEST RESULTS SHALL BE SUBMITTED WITH DELIVERY DOCUMENTATION PER REQUIREMENTS OF NFPA.		X		
	46	A COMPLETE ELECTRICAL SCAN SHOWING MAX OUTPUT IN USEABLE AMPS OF POWER PRODUCES AND AVAILABLE AT IDLE AND AVAILABLE MAXIMUM POWER SHALL BE PROVIDED PRIOR TO BUILD.		X		
	47	AN ALLISON PERFORMANCE SCAN SHALL BE PROVIDED BEFORE APPARATUS IS BUILT. GEAR RATIO SHALL BE SET FOR MAXIMUM ACCELARATION AND CLIMBING BASED ON SCAN. TOP SPEED SHOULD BE SET BY GEAR RATION AND NOT GOVENOR.		X		
	48	VEHICLE SHALL BE TESTED FOR MAXIMUM TILT ANGLE WITH FULL LOAD INSIDE AND FULL TANK OF FUEL AND ALL OTHER NFPA WEIGHT REQUIREMENTS SHALL BE TESTED AND RECORDED AND PRODUCED IN A REPORT TO OCFA UPON OR BEFORE DELIVERY		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
INSPECTION/PRE-CONSTRUCTION	49	A PRE CONSTRUCTION MEETING WILL BE HELD AT BUILDERS FACILITY FOR UP TO 4 PERSONNEL. TRANSPORTATION AND LODGING IF NECESSARY SHALL BE RESPONSIBILITY OF MANUFACTURER.		X		
	50	A MID POINT CONSTRUCTION INSPECTION TRIP TO INSPECT VEHICLE IN A PRE FINISH STATE TO ENSURE CHANGES CAN BE MADE, SHELIVING SET, GRAB HANDLES AND LIGHTING ETC FOR AT LEAST 3 PERSONNEL. TRANSPORTATION AND LODGING TO AND FROM SHALL BE MANUFACTURERS RESPONSIBILITY.		X		
	51	A FINAL INSPECTION TRIP TO ENSURE COMPLIANCE TO BUILD SPECIFICATIONS WILL OCCUR AT MANUFACTURER FACILITY FOR UP TO 3 PERSONNEL. TRANSPORTATION AND LODGING TO AND FROM SHALL BE MANUFACTURERS RESPONSIBILITY.		X		
	52	OCFA RESERVES THE RIGHT TO BRING ADDITIONAL PERSONNEL AT OCFA COST FOR TRAINING AND OBSERVATION.		X		
PAINT	53	PPG WHITE #8259 OR EQUAL COLOR MATCH. CAB ROOF ANY PORTION ABOVE DRIP RAILS OR LOCATION TBD BY OCFA.		X		
	54	PPG RED #71666 OR EQUAL COLOR MATCH. LOWER CAB AND BODY. EXACT LOCATIONS TBD BY OCFA.		X		
	55	ALL EXPOSED SURFACES SHALL BE THOROUGHLY CLEANED AND PREPARED FOR FINISH PAINTING. ALL REMOVABLE ITEMS SHALL BE PAINTED SEPARATELY. BODY SHALL BE MASKED TO PREVENT OVERSPRAY. ALL EXTERIOR SURFACE SCRATCHES AND BLEMISHES SHALL BE FILLED AND SANDED ALONG WITH PRIMERED SURFACES. ANY IRREGULARITIES SHALL BE PREPARED PRIOR TO APPLICATION OF CLEAR FINISH COAT. UNDERNEATH BODY, FRAME AND OTHER ASSEMBLIES SHALL BE PAINTED JOB COLOR RED.		X		
BODY STRIPING	56	THERE SHALL BE NFPA REFLECTIVE STRIPING ON INSIDE OF EACH CAB DOOR. ALL SWING OUT COMPARTMENT DOORS SHALL HAVE REFLECTIVE STRIPING ON INSIDE EDGE AND OUTSIDE EDGE OF FRAME .		X		
	57	THE REAR OF BODY SHALL HAVE AT LEAST 50% COVERAGE OF CHEVRON STRIPING SCOTCHLITE BRAND 6" REFLECTIVE RED AND GREEN (DIAMOND GRADE 983-72-NL AND FLUORESCENT GREEN 983-23) APPLIED AT A 45 DEGREE ANGLE POINTING TOWARDS CENTER OF REAR PANEL. REMAINING SURFACE SHALL BE PAINTED COB COLOR		X		
	58	CAB AND BODY SHALL HAVE A SCOTCHLITE WHITE REFLECTIVE STRIPE APPLIED HORIZONTALLY AT THE LOWER CAB AND ANGLE UPWARDS HORIZONTALLY DOWN THE CENTER OF THE BODY SIDE. STRIPE SHALL BE 4" MINIMUM WITH 1/4" BLACK BORDER AND BE APPLIED WITH COMPLIANCE TO NFPA. EXACT LOCATION TBD BY OCFA. WHITE STRIPE SHALL BE APPLIED OVER BLACK UNDER WITH 1/4" BLACK REVEAL. NO PINSTRIPE OR VINYL PRINTED STRIPING SHALL BE ACCEPTED. MANUFACTURER WILL PROVIDE DRAWINGS FOR VALIDATION AND APPROVAL PRIOR TO INSTALLATION		X		
DIMENSIONS	59	IT IS THE DESIRE OF OCFA TO MAINTAIN AS SHORT OF A CHASSIS POSSIBLE. OVERALL LENGTH SHALL NOT EXCEED 27 FEET.		X		
	60	OVERALL HEIGHT SHALL NOT EXCEED 9FT OR TOP OF MOUNTED LIGHTBAR FOR REAR BODY.		X		
	61	BODY SHALL NOT EXCEED 96 INCHES.		X		
	62	APPROACH ANGLE SHALL BE MAXIMUM POSSIBLE AND AFTER MARKET BUMPER ALTERATIONS MAY BE NECESSARY.		X		
	63	DEPARTURE ANGLE SHALL NOT BE LESS THAN 20 DEGREES.		X		
	64	ANGLED DESIGN OF REAR BODY MAY BE NECESSARY. IF ANGLED APPROPRIATE SKID PLATES UNDER REAR CHASSIS MAY BE NECESSARY. A FOLDING REAR BUMPER MAY BE NECESSARY AS WELL.		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
DIMENSIONS (continued)	65	BREAKOVER ANGLES SHALL BE MAXIMUM POSSIBLE TO PREVENT DAMAGE TO MIDDLE OF BODY, FUEL, DEF AND OTHER COMPONENTS.		X		
CHASSIS	66	M2 106 CONVENTIONAL CHASSIS CHASSIS AND POWERTRAIN DESCRIPTIONS ARE INTENDED TO PROVIDE GUIDANCE TO BIDDER. ADDITIONAL CHANGES AND OR CORRECTIONS SHALL BE CLARIFIED AT PRECONSTRUCTION CONFERENCE TO ENSURE ACCURATE DESIGN		X		
	67	MOST CURRENT MODEL YEAR SPECIFIED		X		
	68	SET BACK AXLE - TRUCK		X		
	69	STRAIGHT TRUCK PROVISION		X		
	70	LH PRIMARY STEERING LOCATION		X		
	71	FIRE SERVICE EMERGENCY VEHICLES BUSINESS SEGMENT		X		
	72	LIQUID BULK COMMODITY		X		
	73	TERRAIN/DUTY: 80 PERCENT IS SPENT ON PAVED ROADS 20 PERCENT OFF ROAD OR DIRT ROADS		X		
	74	MAXIMUM 10% EXPECTED GRADE WILL BE EXCEEDED ON OCCASION		X		
	75	EXPECTED FRONT AXLE(S) LOAD : 14,000.0 LBS.	X			SEE KME SPECIFICATIONS
	76	EXPECTED REAR DRIVE AXLE(S) LOAD : 23,000 LBS	X			SEE KME SPECIFICATIONS
	77	26000 LBS. AXLE RATED TO 23000LBS	X			SEE KME SPECIFICATIONS
	78	EXPECTED GROSS VEHICLE WEIGHT CAPACITY: APPROX 37,000.0 LBS. ADJUSTED FOR SPECIFIED VEHICLE.	X			SEE KME SPECIFICATIONS
	79	WHEELBASE: TBD SHORTEST POSSIBLE TO ACHIEVE BUILD. SHALL NOT EXCEED 196 INCHES.		X		
	80	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI OR BEST FOR SPECIFIED VEHICLE		X		
	81	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT		X		
	82	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH		X		
	83	SQUARE END OF FRAME		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
CHASSIS (continued)	84	FRONT CLOSING CROSSMEMBER		X		
	85	HEAVY DUTY STEEL ENGINE CROSSMEMBER		X		
	86	STANDARD MIDSHIP #1 CROSSMEMBER(S)		X		
	87	STANDARD REARMOST CROSSMEMBER		X		
	88	STANDARD SUSPENSION CROSSMEMBER		X		
	89	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS OR OCFA APPROVED EQUAL FOR FRONT DISCHARGE ACCOMADATION.		X		
	90	FRONT TOW HOOKS - FRAME MOUNTED		X		
	91	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		X		
	92	NO BUMPER/FENDER MOUNTED SIGHT RODS		X		
	93	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS. REAR MUDFLAPS AS WELL WITH NO LOGOS ON ANY. (NO EXCEPTION)		X		
	94	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH FUEL TANK SHALL BE LABELED WITH A "DIESEL FUEL ONLY" LABEL. THE TYPE OF LABEL AND MOUNTING LOCATIONS SHALL BE DETERMINED AT THE PRE-CONSTRUCTION CONFERENCE		X		
	95	PLAIN ALUMINUM FUEL TANK WITH PAINTED BANDS		X		
	96	FUEL TANK(S) FORWARD		X		
	97	FUEL TANK CAP(S) SHALL HAVE RETAINING CHAIN		X		
	98	ALLIANCE FUEL FILTER/WATER SEPARATOR		X		
	99	AUXILIARY ELECTRIC FUEL PRIME PUMP SHALL BE INSTALLED FOR FUEL LINE SERVICE			x	not available from OEM. May be installed by KME
	100	HIGH TEMPERATURE REINFORCED STAINLESS STEEL FUEL LINE. ALL BUILDER INSTALLED FUEL LINES SHALL BE GATES MEGA-TECH OR OCFA APPROVAL EQUAL.			x	not available from OEM.
	101	RADIAL FRONT TIRES RATED TO CARRY EXPECTED LOAD		X		
	102	RADIAL REAR TIRES WITH MUD AND SNOW TREAD RATED FOR SPECIFIED VEHICLE		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
CHASSIS (continued)	103	TIRE PRESSURE MONITORS AND VALVE STEM STABILIZERS AND EXTENSIONS SHALL BE PROVIDED. CAT EYE STYLE PRESSURE MONITORS PREFERRED.		X		
	104	MERITOR FRONT HUBS WITH APPROPRIATE DISC BRAKES ON FRONT AXLE			X	Hubs are Conmet
	105	MERITOR REAR HUB AND AXLE ASSEMBLY RATED FOR SPECIFIED VEHICLE			X	Hubs are Conmet
	106	ALCOA 22.5X8.25 POLISHED (SEALED) ALUMINUM DISC FRONT WHEELS		X		
	107	ALCOA 22.5X8.25 POLISHED (SEALED) ALUMINUM DISC REAR WHEELS (POLISHED OUTSIDE ONLY)		X		
	108	AIR HORN: ONE FOOT SWITCH INSTALLED ON DRIVERS SIDE ONLY WITH CLEARLY FIXED LABEL SHALL BE PROVIDED TO OPERATE THE AIR HORN. LOCATION TBD		X		
	109	UNDERHOOD LIGHTS: THERE SHALL BE TWO TECNIQ E10 OR LARGER LIGHTS MOUNTED UNDER CAB HOOD WITH ON/OFF SWITCHES LOCATED NEAR LIGHTS.		X		
	110	ONE FEMALE PT40 FITTING SHALL BE INSTALLED WITH SHUT OFF TO PROVIDE COMPRESSED AIR SERVICE. LOCATION TBD. ALL AIR TANKS WILL HAVE MANUAL DRAIN VALVES INSTALLED.		X		
	111	ONE MALE PT40 FITTING SHALL BE INSTALLED ON WET TANK WITH SHUT OFF TO ALLOW MAINTENANCE AIR FILL BY SERVICE TECHNICIANS. LOCATION TBD.		X		
	112	ALL AIR, FUEL AND ELECTRICAL LINES SHOULD BE MOUNTED AS HIGH AS POSSIBLE. LINES THAT PROTRUDE BELOW CHASSIS FRAME RAILS OR COME CLOSE TO EXHAUST SHALL HAVE FIRE RESISTIVE SLEEVES INSTALLED SECURED WITH METAL FASTENERS. PLASTIC TIES WILL NOT BE ACCEPTED.		X		
	113	WARNING LABELS: ALL LABELS SHALL BE NFPA/FAMA COMPLIANT, SEATING, WEIGHT, DATA PLAQUE WITH ALL FLUIDS AND QUANTITIES LISTED.		X		
	114	DIMENSIONAL DATA LABEL EASILY VIEWED BY DRIVER INCLUDING DIMENSIONS, TIRE PRESSURE, AVAILABLE PAYLOAD AND TOTAL WEIGHT OF LOADED VEHICLE COMPLIANT TO CALIFORNIA DOT.		X		
	115	ADDITIONAL LABELS SHALL BE INSTALLED IN LOWER AREAS ON BODY AND WILL NOT BE APPLIED TO PAINTED BODY PANELS, PREFERRED MOUNTING INSIDE COMPARTMENT DOORS		X		
	116	CUMMINS L9 350EV HP @ 2000 RPM, 2200 GOV RPM , 1000 LB/FT @ 1400 RPM WITH ENGINE RETARDER		X		
	117	60 MPH ROAD SPEED LIMIT OR NFPA MAX		X		
	118	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		X		
	119	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		X		
	120	ENGINE MOUNTED OIL CHECK AND FILL		X		
	121	SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN . 039 INCH MESH AND FIRE RETARDANT DONALDSON AIR CLEANER		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
CHASSIS (continued)	122	LN 12V 320 AMP 492A PAD ALTERNATOR WITH REMOTE BATTERY VOLTAGE SENSE		X		
	123	(3) ODYSSEY MODEL 2150, GROUP 31, 12 VOLT MAINTENANCE FREE 2280 CCA THREADED STUD BATTERIES		X		
	124	STANDARD BATTERY JUMPERS CLEARLY LABELED		X		
	125	SINGLE BATTERY BOX FRAME MOUNTED IF STOCK UNDER CAB LOCATIONS CANNOT BE UTILIZED. ALL WIRING INSTALLED BY BUILDER WILL BE COVERED WITH POLISHED TREADPLATE BOX IF NECESSARY		X		
	126	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN. ALL GROUNDS SHALL BE PROPERLY TREATED, PAINT REMOVED AND CLEAN METAL TO METAL CONTACT WILL BE MADE WITH PROPER BOLTS, WASHERS AND WIRE LUGS.		X		
	127	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT		X		
	128	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		X		
	129	STANDARD AIR COMPRESSOR GOVERNOR, DISCHARGE LINE FROM AIRCOMPRESSOR TO AIR DRYER SHALL BE BRAIDED STAINLESS.			X	If available from OEM
	130	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES. SHALL BE COVERED WITH POLISHED ALLUMINUM TO MATCH FUEL TANK AS CLOSE AS POSSIBLE		X		
	131	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		X		
	132	RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES EXIT POINT SHALL BE NO CLOSER THAN 3 INCHES FROM BODYEDGE FOR MAGNETIC PLYMO VENT ATTACHMENT.		X		
	133	6 GALLON DIESEL EXHAUST FLUID TANK		X		
	134	DIESEL EXHAUST FLUID PUMP MOUNTING FOR MAXIMUM GROUND CLEARANCE		X		
	135	STANDARD DIESEL EXHAUST FLUID TANK CAP EASILY ACCESSABLE FOR FLUID REFILL AND APPROPRIATE PROTECTION.		X		
	136	AUTOMATIC FAN CONTROL		X		
	137	CUMMINS SPIN ON FUEL FILTER		X		
	138	COMBINATION FULL FLOW/BYPASS OIL FILTER		X		
	139	ALUMINUM RADIATOR, LARGEST AVAILABLE FOR APPLICATION.		X		
	140	REINFORCED SILICONE COOLANT HOSES		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
CHASSIS (continued)	141	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		X		
	142	AUXILIARY ENGINE COOLING USING WATER FROM FIRE PUMP SUPPLY LINES SHALL BE STAINLESS BRAID OR OCFA APPROVED EQUIVELENT. CONTROL VOLVE ON PUMP PANEL.		X		
	143	LOWER RADIATOR GUARD		X		
	144	ALUMINUM FLYWHEEL HOUSING		X		
	145	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		X		
	146	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION		X		
	147	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE. GEARS SHALL NOT OVERSPEED DRIVESHAFT.		X		
	148	VEHICLE INTERFACE WIRING AND PDM WITH BODY BUILDER CONNECTOR AT END OF FRAME		X		
	149	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		X		
	150	PTO SHALL BE MOUNTED TO DRIVE SPECIFIED FIRE PUMP AND ALL GEAR RATIOS AND SPEEDS SHALL BE PURCHASED TO DRIVE SPECIFIED FIRE PUMP FOR BOTH PUMPAND RLL AND STATIONARY USE. HOT PTO.		X		
	151	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		X		
	152	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED (NO EXCEPTION)		X		
	153	TRANSMISSION PROGNOSTICS - ENABLED		X		
	154	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK WITH ADDITIONAL AUXILLARY TRANSMISSION COOLER INSTALL		X		
CHASSIS (continued)	155	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		X		
	156	TRANS -SYND SYNTHETIC TRANSMISSION FLUID WITH TRANSSYND LABEL AFFIXED TO DIPSTICK.		X		
	157	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL STEMCO BRAND PREFERRED.		X		
	158	TRW TAS-85 POWER STEERING		X		
	159	2 QUART SEE THROUGH POWER STEERING RESERVOIR		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
AXLES AND SUSPENSION	160	SYNTHETIC 75W-90 FRONT AXLE LUBE		X		
	161	TAPERLEAF FRONT SUSPENSION		X		
	162	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		X		
	163	U-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE		X		
	164	REAR AXLE RATIO (GEAR RATIO TO BE SET TO PROVIDE MAXIMUM CLIMB AND ACCELERATION AND GOVERNED MAXIMUM SPEED.) TRANSMISSION SCAN SHALL BE PROVIDED TO DETERMINE BEST RATIO AT PRE CONSTRUCTION.		X		
	165	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		X		
	166	MXL 17N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES		X		
	167	THE DIFFERENTIAL SHALL HAVE A "DETROIT LOCKER" AUTOMATIC NO-SPIN TRACTION DEVICE		X		
	168	MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		X		
	169	FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING		X		
	170	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		X		
	171	WEBB CAST IRON REAR BRAKE DRUMS HUB PILOTED OUTBOARD MOUNTED DRUM			X	DRUMS WILL BE CONMET
	172	HALDEX GOLDSEAL SHORT STROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			X	CHAMBERS WILL BE WABCO
AXLES AND SUSPENSION (continued)	173	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		X		
	174	ORGANIC SEA 80/90 REAR AXLE LUBE		X		
	175	ARCH LEAF SPRING REAR SUSPENSION WITH RADIUS ROD FOR FIRE/EMERGENCY		X		
	176	HUB AND LUG NUT COVERS SHALL BE POLISHED, NO FULL TOP HAT COVERS ACCEPTED.		X		
	177	FORE/AFT CONTROL RODS		X		
	178	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES WITH FERREL CONNECTORS, PUSH LOCKS NOT ACCEPTED. ANY NON OEM AIR HOSES SHALL BE THIS TYPE.		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
	179	FIBER BRAID PARKING BRAKE HOSE		X		MAY NOT BE AVAILABLE FROM OEM
	180	AIR DRYER CHASSIS MOUNTED ALL AIR TANKS WILL HAVE MANUAL DRAIN VALVES, AIR DRYER SHALL BE MOUNTED FOR EASY ACCESS FOR SERVICE AND MAXIMUM GROUND CLEARANCE.		X		
	181	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		X		
	182	THE AIR BRAKE SYSTEM SHALL BE EQUIPPED WITH A BENDIX AD-1P WITH HEATER, IN-LINE AIR DRIER FRAME MOUNTED OR OCFA APPROVED EQUAL		X		
CAB AND INTERIOR	183	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		X		
	184	AIR CAB MOUNTS		X		
	185	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		X		
	186	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		X		
	187	CHASSIS/FRAME MOUNTED CHROMED PLASTIC GRILLE		X		
	188	CHROME HOOD MOUNTED AIR INTAKE GRILLE		X		
	189	FIBERGLASS HOOD		X		
	190	TUNNEL/FIREWALL LINER		X		
	191	GROTE AIR HORN TO FIT BEHIND BUMPER, NOT PROTRUDING BELOW BUMPER OR HOOD MOUNTED		X		
	192	DUAL ELECTRIC HORNS		X		
	193	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME. ALL APPARATUS ON THIS ORDER SHOULD BE KEYED THE SAME.		X		
	194	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		X		
	195	(5) AMBER MARKER LIGHTS		X		
	196	DAYTIME RUNNING LIGHTS		X		
	197	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
CAB AND INTERIOR (continued)	198	STANDARD FRONT TURN SIGNAL LAMPS		X		
	199	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE CONTROLLED DOOR MOUNTED MIRRORS THAT CAN BE FOLDED INTO BODY FOR INCREASED CLEARANCE THROUGH TIGHT AREAS		X		
	200	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		X		
	201	REAR WINDOW DELETE		X		
	202	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		X		
	203	ELECTRIC DOOR WINDOW REGULATORS		X		
	204	TINTED WINDSHIELD		X		
	205	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		X		
	206	OPAL GRAY VINYL INTERIOR		X		
	207	MOLDED PLASTIC DOOR PANEL		X		
	208	BLACK MAT FLOORING WITH SINGLE INSULATION ON FLOORS		X		
	209	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITH NETTING		X		
	210	(2) CUP HOLDERS LH AND RH DASH		X		
	211	GRAY/CHARCOAL FLAT DASH		X		
	212	SMART SWITCH EXPANSION MODULE		X		
	213	HEATER, DEFROSTER AND AIR CONDITIONER WITH CABIN AIR FILTER CABIN AIR INTAKE SHALL HAVE NFPA COMPLIANT EMBER SCREEN INPAC, REMOVABLE FOR SERVICE.		X		
	214	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		X		
	215	HEATER PLUMBING WITH INLINE SHUT OFF VALVES, CLEARLY LABELED TO FUNCTION		X		
	216	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
CAB AND INTERIOR (continued)	217	BINARY CONTROL, R-134A		X		
	218	PREMIUM INSULATION		X		
	219	SOLID-STATE CIRCUIT PROTECTION AND FUSES		X		
	220	12V NEGATIVE GROUND ELECTRICAL SYSTEM		X		
	221	DOVE LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		X		
	222	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		X		
	223	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		X		
	224	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		X		
	225	4-SPOKE 18 INCH (450MM) STEERING WHEEL		X		
	226	DRIVER AND PASSENGER INTERIOR SUN VISORS		X		
CAB AND INTERIOR	227	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		X		
	228	BLACK GAUGE BEZELS		X		
	229	LOW AIR PRESSURE LIGHT AND BUZZERS TO CORRESPONDING GAUGES WITH LABEL.		X		
	230	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		X		
	231	ELECTRONIC CRUISE CONTROL		X		
	232	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING		X		
	233	LAMPS, DATA LINKED, ICU3		X		
	234	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		X		
	235	2 INCH ELECTRIC FUEL GAUGE		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
(continued)	236	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		X		
	237	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		X		
	238	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		X		
	239	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		X		
	240	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		X		
	241	ENHANCED STABILITY CONTROL (PLEASE PROVIDE OPTION FOR DELETE)		X		
	242	NO LANE DEPARTURE WARNING SYSTEM		X		
	243	AM/FM/WB RADIO WITH BLUETOOTH AND MICROPHONE, FRONT USB PORT, FRONT AND REAR AUXILIARY INPUTS AND J1939		X		
	244	ELECTRIC ENGINE OIL PRESSURE GAUGE		X		
CAB AND INTERIOR (continued)	245	ELECTRONIC MPH SPEEDOMETER WITH ODOMETER		X		
	246	STANDARD VEHICLE SPEED SENSOR		X		
	247	ELECTRONIC 3000 RPM TACHOMETER		X		
	248	NFPA VEHICLE DATA RECORDER AND SEATBELT DISPLAY		X		
	249	IGNITION SWITCH CONTROLLED ENGINE STOP		X		
	250	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		X		
	251	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		X		
	252	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		X		
	253	ONE VALVE PARK BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		X		
	254	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
CAB CENTER CONSOLE	255	A CUSTOM FABRICATED ELECTRICAL CONSOLE AND ENCLOSURE SHALL BE LOCATED BETWEEN THE DRIVER'S AND THE OFFICER'S SEATING POSITIONS AND SHALL INCLUDE ROCKER CONTROL SWITCHES AND REMOVABLE PANELS. IT SHALL INCLUDE CAB MOUNTED ELECTRICAL SWITCHING DEVICES AND EQUIPMENT AS REQUIRED. THE EXACT DESIGN AND LAYOUT OF THIS CONSOLE SHALL BE SUBJECT TO THE CHASSIS DESIGN, AVAILABLE SPACE, AND CAB SEATING PROVISIONS INTERIOR CONSOLE BETWEEN SEATS. INTERIOR RADIO MOUNTING AREA (UNDERNEATH WITH REMOVABLE FLOOR) AND CUSTOM STORAGE BOX (ON TOP) WITH LIFT LID, CUP HOLDERS (2 ON FRONT OF BOX AT TOP WITH A SLOT IN CENTER FOR BATTERY STORAGE), PEN AND PENCIL STORAGE (ON LOWER FRONT AND TOP SIDES 3X3), FILE AND BINDER SLOTS (3 - 3" SLOTS, TAPERED UP) AND LATCHED. TO BE DISCUSSED AT PRE-CON.		X		
CABLE CHASES	256	A CABLE CHASE SHALL BE PROVIDED FROM THE REAR OF THE CENTER CONSOLE MAP BOX AND EXTEND TO THE BACK WALL OF THE CAB. THE CHASE SHALL BE FABRICATED OUT OF ALUMINUM OR STEEL AND BE POWDER COATED TO CENTER CONSOLE AND MAP BOX.			X	CONSOLE WILL EXTEND TO BACK WALL
	257	A SECOND CHASE SHALL BE PROVIDED FROM THE BATTERIES AND EXTEND TO THE BACK WALL INSIDE THE CAB. THE CHASE SHALL BE LARGE ENOUGH TO ENCLOSE ALL BATTERY CABLES AND ANY ASSOCIATED WIRING WITH ROOM FOR FUTURE EXPANSION. THE CHASE SHALL BE WEATHER TIGHT ON BOTH ENDS. FINAL LOCATION AND DESIGN TBD BY OCFA.		X		
BACK-UP CAMERA	258	A FEDERAL SIGNAL MODEL #CAMSET70-NTSC4B BACK UP CAMERA WITH 7" MONITOR SHALL BE PROVIDED. IT SHALL OPERATE AUTOMATICALLY WHEN THE CHASSIS TRANSMISSION IS SHIFTED INTO REVERSE. CAMCCD-SIDENTSC CAMERA SHALL BE INSTALLED AN ACTIVATE WITH RIGHT TURN SIGNAL. CAMERA MOUNTING TBD BY OCFA FOR BEST VIEW. MONITOR MOUNTING TBD BY OCFA AT MID INSPECTION. OTHER MONITORS SYSTEMS MAY BE CONSIDERED.		X		
SEATS	259	VALOR DRIVER/OFFICER SEAT W/P1A AIR-SUSPENSION AND R BACK. BLACK VALORTECHXD ANTI-MICROBIAL UPHOLSTERY WITH BLACK STITCHING. NO LOGOS ON SEATS WITH BUILT IN INTERIOR SIDE ARMRESTS. RECLINE AND ADJUSTABILITY INCLUDED		X		
SEATS (continued)	260	ARMRESTS ON INTERIOR SIDE OF EACH SEAT.		X		
	261	HIGH VISIBILITY SEAT BELTS		X		
	262	BOTH SEATS SHALL HAVE AIR SUPPLY SHUT OFF UNDER EACH SEAT CLEARLY LABELED AND AWAY FROM POTENTIAL DAMAGE.		X		
FMVSS/D.O.T. LIGHTING	263	ALL VEHICLE LIGHTING COMPONENTS SHALL BE LED. BRAKE/TAIL, REAR TURN SIGNAL AND BACK-UP LIGHTS SHALL BE CODE 3, IN A TRIPLE STACK CHROME HOUSING MODEL 65STK3. (BRAKE, TURN. REVERSE AND LIGHT MOUNTS ARE INCLUDED IN THE EMERGENCY LIGHTING PACKAGE).		X		
	264	LIGHTS TO BE MOUNTED FROM TOP TO BOTTOM:		X		
	265	TWO (2) 65STR (STOP/TAIL)		X		
	266	TWO (2) 65STA (TURN)		X		
	267	TWO (2) 65RV (REVERSE) ALL MOUNTED IN POLISHED ALUMINUM HOUSING		X		
	268	ALL DOT CLEARANCE LIGHTS ON BODY SHALL BE TRUCKLITE MODEL 33 LIGHTS INSTALLED WITH ENOUGH WIRING LOOP AND LARGE ACCESS HOLE FOR WIRING TO EASILY PASS THROUGH TO REMOVE AND REPLACE LIGHTING.		X		
	269	ALL LIGHTING INSTALLED SHALL HAVE LONG ENOUGH LOOP AND ACCESS HOLE SIZE TO ALLOW EASY REMOVAL AND RELACEMENT OF ALL LIGHTING AND WIRES. ALL EXTERNAL LIGHTING WILL HAVE WEATHERPROOF CONNECTORS TO ALLOW EASY REMOVAL OF LIGHTING WITHOUT CUTTING WIRE HARNESS.		X		
	270	ALL REFLECTORS BOTH RED AND AMBER SHALL BE MECHANICALLY FASTENED, DOUBLE STICK TAPE OR ADHESIVE NOT ACCEPTED.		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
EMERGENCY LIGHTING/SIREN	271	LED LICENSE PLATE LIGHTS AND A PRE-DRILLED CHROME MOUNTING PLATE SHALL BE PROVIDED. LOCATION FONT AND REAR TBD BY OCFA		X		
	272	ALL EMERGENCY LIGHTING SHALL BE CODE 3 (NO EXCEPTION) ALL LIGHTS SHALL BE PROGRAMMED INITIALLY TO PROVIDE ALL AMBER LIGHTING WITH OPTION FOR FULL CODE 3 LIGHTING WITH RED FOR FUTURE. ALL LIGHTS TO BE SYNCED AND PROGRAMMED TO QUAD FLASH PATTERN.		X		
	273	CODE 3 LIGHTING PACKAGE EXACT LOCATIONS OF EMERGENCY LIGHTING TBD BY OCFA.		X		
	274	UPPER ZONE A, 1 EACH DF58A CONFIGURATION C118145 LIGHT BAR WITH CAB MOUNTING BRACKETS, WITH TAKE DOWN, AND LEFT AND RIGHT ALLEY FUNCTION. NO REAR TRAFFIC ARROW. GMBTRK MOUNTING ADAPTER		X		
	275	LOWER ZONE A, 2 EACH XTP4MCRA MOUNTED ON OUTER LOWER GRILL. 2 EACH XTP4MCRA MOUNTED ON FRONT HOOD OR BUMPER EDGES TO PROVIDE INTERSECTION LIGHTING		X		
	276	UPPER ZONE B, 1 EACH XTP4MCRA MOUNTED ON UPPER REAR CORNER OF BODY		X		
	277	LOWER ZONE B, 1 EACH XTP4MCRA MOUNTED MID SHIP.		X		
EMERGENCY LIGHTING/SIREN (continued)	278	UPPER ZONE C, 2 EACH XTP4MCRA (RED/AMBER) WITH WIDE OPTICS.		X		
	279	LOWER ZONE C, 2 EACH XTP4MCRA (RED/AMBER) WITH WIDE OPTICS.		X		
	280	UPPER ZONE D, 1 EACH XTP4MCRA (RED/AMBER) WITH WIDE OPTICS. MOUNTED IN UPPER REAR CORNER OF BODY		X		
	281	LOWER ZONE D, 1 EACH XTP4MCRA (RED/AMBER) WITH WIDE OPTICS		X		
	282	3RD. BRAKE LIGHT- 1 EACH LEDX1F-R WITH WIDE OPTICS. INSTALLED INTO SPLIT DIRECTIONAL ARROW SET FLUSH MOUNTED.		X		
	283	REAR DIRECTIONAL TRAFFIC ARROW- 1 EACH NASL6SP AND 35' CABLE OR LONG ENOUGH TO COMPLETE RUN TO BACK OF VEHICLE. SHALL BE RECESSED INTO A STEP OR REAR OF BODY		X		
	284	ONE CODE 3 Z3 SIREN CONTROL HEAD SHALL BE PROVIDED WIRED PER MANUFACTURERS INSTRUCTIONS WITH HI/LOW FUNCTION DISABLED. THE SIREN SHALL BE CONNECTED TO TWO CODE 3 FM100C FLUSH MOUNTED SIREN SPEAKERS MOUNTED IN THE FRONT GRILLE AREA, EXACT LOCATION TBD. THE BUMPER OR GRILLE MAY NEED TO BE MODIFIED, FOR THE MOUNTING OF THE SIREN SPEAKERS. THE SIREN CONTROL HEAD SHALL BE BACKLIT WITH THE HEADLIGHTS ON. SIREN SHALL HAVE PA MICROPHONE INCLUDED.		X		
	285	POSITION 1 ON THE SLIDE SWITCH SHALL LIGHT ALL AMBER LIGHTS ON THE REAR OF THE VEHICLE, INCLUDING THE TRAFFIC ARROW STICK WHICH SHALL DEFAULT TO ALTERNATING FLASH PATTERN WHEN POWERED BY MASTER SWITCH.			X	KME WILL PROVIDE STANDARD SWITCHES FOR LIGHTING
	286	POSITION 2 ON THE SLIDE SWITCH SHALL ACTIVATE ALL OF THE AMBER LIGHTS ON THE REAR AS WELL AS THE FRONT AND SIDE FACING LIGHTS.			X	KME WILL PROVIDE STANDARD SWITCHES FOR LIGHTING
	287	POSITION 3 ON THE SLIDE SWITCH SHALL ACTIVATE THE LIGHT BAR STEADY AND FLASHING LIGHTS, PROVIDE POWER TO THE SIREN CONTROLLER/PA. LIGHTS SHALL ALL BE PROGRAMMED TO AMBER COLOR.			X	KME WILL PROVIDE STANDARD SWITCHES FOR LIGHTING
	288	Z3 AUXILIARY SWITCHES SHALL CONTROL THE FOLLOWING:			X	KME WILL PROVIDE STANDARD SWITCHES FOR LIGHTING

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
	289	LEFT FLOOD: SWITCH TO ACTIVATE DRIVER SIDE FLOOD LIGHTS			X	KME WILL PROVIDE STANDARD SWITCHES FOR LIGHTING
	290	RIGHT FLOOD: SWITCH TO ACTIVATE PASSENGER SIDE FLOOD LIGHTS			X	KME WILL PROVIDE STANDARD SWITCHES FOR LIGHTING
	291	REAR FLOOD: SWITCH TO ACTIVATE REAR FLOODS			X	KME WILL PROVIDE STANDARD SWITCHES FOR LIGHTING
	292	FRONT FLOODS: SWITCH SHALL ACTIVATE THE 4 TTD WHITE FORWARD FACING LIGHTS IN THE MAIN LIGHT BAR IN A STEADY BURN CONFIGURATION			X	KME WILL PROVIDE STANDARD SWITCHES FOR LIGHTING
	293	LEFT ALLEY: SWITCH SHALL ACTIVATE THE A-TA WHITE LIGHTS ON THE SIDE OF THE MAIN LIGHT BAR.			X	KME WILL PROVIDE STANDARD SWITCHES FOR LIGHTING
	294	RIGHT ALLEY: SWITCH SHALL ACTIVATE THE A-TA WHITE LIGHTS ON THE SIDE OF THE MAIN LIGHT BAR.			X	KME WILL PROVIDE STANDARD SWITCHES FOR LIGHTING
	295	GROUND LIGHTS: SWITCH SHALL ACTIVATE ALL UNDER VEHICLE PERIMETER LIGHTING POSSIBLE.			X	KME WILL PROVIDE STANDARD SWITCHES FOR LIGHTING
EMERGENCY LIGHTING/SIREN (continued)	296	ONE (1) ECCO MODEL 830N BACK UP ALARM SHALL BE PROVIDED AND WILL BE MOUNTED FACING THE GROUND. ALARM SHALL BE MOUNTED TO ALLOW EASILY REPLACED AND PREVENT DAMAGE.		X		
ELECTRICAL SYSTEM	297	ALL ELECTRICAL EQUIPMENT INSTALLED BY THE MANUFACTURER SHALL CONFORM TO CURRENT AUTOMOTIVE ELECTRICAL SYSTEM STANDARDS AND THE REQUIREMENTS OF THE APPLICABLE NFPA APPARATUS STANDARDS.		X		
	298	THE WIRING SHALL BE INDIVIDUALLY AND PERMANENTLY COLOR AND FUNCTION CODED.		X		
	299	THE INSTALLATION SHALL MEET SAE STANDARD J1128 IN ITS LATEST EDITION FOR GXL OR SXL TEMPERATURE RATING.		X		
	300	ONE (1) BLUE SEA P12 7532 3 BANK 40 AMP CHARGER SHALL BE INSTALLED.		X		
	301	ALL EXPOSED WIRING SHALL RUN IN LOOM WITH A MINIMUM OF 280°F (137.8°C) RATING.		X		
	302	ALL WIRING LOOM SHALL BE PROPERLY SUPPORTED AND ATTACHED TO FRAME MEMBERS ALONG THE ENTIRE RUN WITH METAL FASTENERS.		X		
	303	AT ANY POINT WHERE WIRE OR LOOMS MUST PASS THROUGH METAL, RUBBER GROMMETS SHALL BE INSTALLED TO PROTECT THE WIRE FROM ABRASION.		X		
	304	THE MAIN LOW VOLTAGE ELECTRICAL TERMINAL BLOCK AND CIRCUIT BREAKER PANEL SHALL BE PROVIDED IN A LOCATION PROVIDING EASY SERVICE ACCESS.		X		
	305	THE ELECTRICAL CONNECTIONS SHALL BE MADE USING HEAT SHRINK AND/OR WEATHERPROOF CONNECTORS.		X		
	306	ALL ELECTRICAL CIRCUITS SHALL BE PROTECTED WITH AUTOMATIC RESET CIRCUIT BREAKERS.		X		
	307	ALL CIRCUITS SHALL BE FUNCTION LABELED AT ALL ENDS WITH LABEL APPLIED BELOW CLEAR HEAT SHRINK PROTECTION AND FUNCTION CODED THROUGHOUT		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
	308	PROVIDE ONE (1) HEAVY DUTY, ON/OFF, 12 VOLT COLE HERSE, SINGLE THROW MASTER BATTERY DISCONNECT SWITCH MOUNTED ON THE DRIVER SIDE FLOOR AREA WITH A FACE PLATE. EXACT LOCATION TBD BY OCFA. THERE SHALL BE A SMALL GREEN LED LIGHT WIRED TO MASTER BATTERY SWITCH TO INDICATE "BATTERY ON". VISIBLE FROM DRIVERS AREA WITHOUT CREATING DISTRACTION FOR DRIVER AT NIGHT.		X		
	309	PROVIDE ONE SET JULIAN JUMPER CABLE POSTS, CLEARLY LABELED AND RUBBER CAPS INSTALLED. SHALL BE LOCATED NEAR DRIVERS SIDE STEP AREA.		X		
	310	ONE (1) 120 VOLT 20 AMP SHORE POWER FEMALE THREE PRONG INLET WITH WEATHERPROOF HUBBLE YELLOW COVER SHALL BE INSTALLED. LOCATION ON DRIVERS SIDE TBD BY OCFA.		X		
	311	WIRING BETWEEN CAB AND BODY SHALL BE SPLIT USING DEUTSCHE TYPE CONNECTORS OR ENCLOSED IN A TERMINAL JUNCTION PANEL ALLOWING BODY REMOVAL WITH MINIMAL IMPACT ON THE APPARATUS ELECTRICAL SYSTEM. CONNECTIONS SHALL BE INSULATED WITH HEAT SHRINK CRIMP-TYPE TUBING TO RESIST MOISTURE AND FOREIGN DEBRIS SUCH AS GREASE AND ROAD GRIME. WEATHER RESISTANT CONNECTORS SHALL BE PROVIDED THROUGHOUT THE SYSTEM.		X		
	312	ELECTRICAL JUNCTION OR TERMINAL BOXES SHALL BE WEATHER RESISTANT AND LOCATED AWAY FROM WATER SPRAY CONDITIONS. WHEN REQUIRED, AUTOMATIC RESET BREAKERS AND RELAYS SHALL BE HOUSED IN THE MAIN BODY JUNCTION PANEL.		X		
ELECTRICAL SYSTEM (continued)	313	THE ALTERNATORS, BATTERIES, STARTING DEVICES, IGNITION, MULTIPLEX SYSTEM JUNCTION BOX AND NODES SHALL ALL BE OF A MOISTURE RESISTANCE TYPE, HAVE REMOVABLE HINGED LIDS, ACCESSIBLY MOUNTED AND SUITABLY PROTECTED AGAINST, HEAT, COLD AND DUST. THE EXACT LOCATION TBD AT THE PRE-CONSTRUCTION MEETING.		X		
	314	THE VEHICLE SHALL BE PRE-WIRED WITH BATTERY POWER (2GA), BATTERY GROUND (2GA).		X		
	315	TWO (2) RED 2-GAUGE BATTERY POWER/CHARGE LINES SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:		X		
	316	EACH CABLE SHALL TERMINATE TO ONE (1) COOPER BUSSMAN CIRCUIT BREAKER MODEL MRCB187F-150. CIRCUIT BREAKER SHALL BE INSTALLED IN CLOSE PROXIMITY TO EACH BATTERY WITHOUT INTERFERING WITH BATTERY REPLACEMENT OR SERVICE. EACH LINE SHALL THEN BE CONNECTED TO THE POSITIVE (+) TERMINAL EXTENSION LUG OF THE FOLLOWING:		X		
	317	VEHICLE CHASSIS BATTERIES, ISOLATED RADIO BATTERY		X		
	318	EACH CABLE INSTALLED SHALL BE CLEARLY LABELED AS FOLLOWS WITH DURABLE, PERMANENT LABELING:VEH AND RADIO		X		
	319	ALL CABLES SHALL BE ROUTED FROM THE BATTERIES TO THE BACK WALL INSIDE THE CAB, WHERE THEY WILL BE TERMINATED. BOTH CABLES SHALL TERMINATE TO INDIVIDUAL TRANSIT SAFETY MODEL S240-7000R 3/8" RED STUDS		X		
	320	ONE (1) BLACK 2-GAUGE GROUND CABLE SHALL BE PROVIDED TO THE BACK WALL INSIDE THE CAB AND SHALL ORIGINATE FROM THE SAME LOCATION AS THE CHASSIS BATTERY GROUND. THE GROUND CABLE SHALL TERMINATE TO ONE (1) TRANSIT SAFETY MODEL S240-7000 3/8" BLACK STUD.		X		
	321	MANUFACTURER SHALL PROVIDE TWO ADDITIONAL 12 V FUSED CIRCUITS: MASTER BATTERY SWITCHED (16GA) AND VEHICLE IGNITION SWITCHED (16GA) TO CENTER OF COMMUNICATION CABINETS WITH 10FT OF EXTRA WIRE EACH.		X		
	322	THE BATTERY CHARGER SHALL BE CONNECTED TO (RECEIVE POWER FROM) THE DUPLEX ELECTRICAL OUTLET (DESCRIBED ELSEWHERE) LOCATED NEAR THE BATTERY CHARGER USING A BUILDER SUPPLIED 3-PRONG MALE PIG-TAIL AND NOT BE HARD-WIRED.		X		
	323	EACH OF THE TWO CHARGER OUTPUTS SHALL HAVE A MANUAL TRIP/RESET BREAKER, COOPER BUSSMAN MODEL MRCB 187-080, INSTALLED WITHIN A FOOT OF EACH BATTERY AND BE EASILY VIEWABLE. THESE SHALL BE MOUNTED TO NOT IMPEDE BATTERY REPLACEMENT.		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
	324	A MINIMUM OF 4-GAUGE RED CABLES OR WHAT IS REQUIRED BY THE CHARGER MANUFACTURER (WHICHEVER IS GREATER) SHALL BE RUN FROM EACH OUTPUT OF THE CHARGER TO THE POSITIVE (+) TERMINAL EXTENSION LUG OF EACH BATTERY. THE GROUND CABLE SHALL BE ROUTED ALONG THE SAME PATH AS THE BATTERY CHARGE CABLES AND TERMINATE AT THE CHASSIS BATTERY GROUND. THE GROUND CABLE SHALL BE CLEARLY LABELED AT EACH END WITH A DURABLE, PERMANENT LABEL.		X		
	325	BUILDER SHALL PROVIDE PRINTED IDENTIFICATION AT EACH END OF ALL "NON-FUNCTION CODED" CABLING AND WIRING AS DESCRIBED. CLEAR POLYETHYLENE HEAT SHRINK TUBING SHALL BE PROVIDED OVER ALL LABELING FOR DURABILITY.		X		
	326	ONE (1) BLUE SEA AUTOMATIC CHARGE RELAY MODEL ML7622-100B SHALL BE INSTALLED IN CLOSE PROXIMITY TO THE BATTERIES. RELAYS SHALL BE INSTALLED PER THE MANUFACTURER'S REQUIREMENTS AND WILL BE MOUNTED SO THEY ARE SERVICEABLE AND DO NOT INTERFERE WITH BATTERY SERVICE OR EXCHANGE. CONTROL WIRES SHALL BE RUN INTO THE CAB THROUGH THE MANUFACTURER SUPPLIED WIRE CHASE AND WILL BE MOUNTED IN CAB SWITCH MODEL 2146 (EXACT LOCATION TBD BY OCFA) DURING MID POINT INSPECTION.		X		
	327	ONE (1) BLUE SEA 3 BANK DC VOLTAGE GAUGE MODEL 1830, SHALL BE INSTALLED IN THE CAB (EXACT LOCATION TBD BY OCFA).		X		
	328	2 BLUE SEA MODEL # 4353 12 VOLT BELOW DECK PANELS SHALL BE INSTALLED IN THE CAB ON OR NEAR THE COMMUNICATION CABINET. LOCATIONS TBD BY OCFA		X		
ELECTRICAL SYSTEM (continued)	329	CAB SWITCHES- MOUNTED IN EASY REACH OF THE DRIVER AND SUFFICIENT SIZE TO HOLD ALL SWITCHES LISTED. THE PANEL SHALL BE HINGED OR COMPLETELY REMOVABLE WITH SUFFICIENT SLACK IN THE WIRING TO ALLOW THE PANEL TO BE OPENED FOR EASY SERVICING. THE LOCATIONS AND CONFIGURATION OF ALL SWITCHES AND CONTROL MODULES TBD DURING PRE-CON OR MID INSPECTION.		X		
	330	AN OPEN DOOR WARNING SYSTEM THAT IS INCORPORATED WITH THE PARKING BRAKE CIRCUIT SHALL BE PROVIDED AND OPERATE AS FOLLOWS:		X		
	331	ONE LIGHT WARNING DEVICE SHALL INDICATE IF ANY DOOR OR COMPARTMENT IS OPEN FOR RIGHT SIDE ONE FOR LEFT SIDE AND ONE FOR TOP AND REAR INCLUDING THE REAR DUMP CHUTE. ALL PROXIMITY SWITCHES SHALL BE HEAVY DUTY AND MECHANICALLY SECURED WITH WEATHER RESISTANT CONNECTIONS TO ALLOW EASY REPLACEMENT OR DISCONNECTION FOR SERVICE.		X		
	332	THE WARNING DEVICES SHALL BE ONE RED FLOYD BELL TLHWV88R930QF (SET ON A RAPID FLASH PATTERN) MOUNTED IN AN OVERHEAD HOUSING IN PLAIN VIEW OF THE DRIVER AND PASSENGER. SHALL BE LABELED "COMPARTMENT AJAR AS APPROPRIATE FOR AREA COVERED.		X		
	333	THE ELECTRICAL CONNECTIONS SHALL BE MADE USING HEAT SHRINK AND/OR WEATHERPROOF CONNECTORS. ALL ELECTRICAL CIRCUITS SHALL BE PROTECTED WITH AUTOMATIC RESET CIRCUIT BREAKERS (NO FUSES).		X		
	334	ALL ELECTRICAL GROUND CONNECTIONS TO THE FRAME WILL BE TREATED WITH DIELECTRIC SILICONE COMPOUND. WIRE ENDS WILL HAVE WATERPROOF AND CORROSION RESISTANT SHRINK TUBE, ADHESIVE LINED TYPE TERMINALS AND CONNECTORS. ALL ELECTRICAL PLUGS IN THE MODULE WILL BE ENVIRONMENTALLY SEALED DEUTSCH TYPE. THE ENTIRE SURFACE OF THE ELECTRIC/CIRCUIT BREAKER CONNECTION BOX WILL BE TREATED WITH A URETHANE SEAL COAT, TO SEAL OUT MOISTURE.		X		
	335	ONE ADDITIONAL 12V 15 AMP CIRCUIT TO BE INSTALLED WITH 3FT LOOP OF WIRE FOR FLASHLIGHT CHARGING IN LEFT FRONT UPPER COMPARTMENT		X		
ADDITIONAL LIGHTING	336	THERE SHALL BE 2 TECNIQ 10 LED LIGHTS MOUNTED IN ENGINE BAY CONTROLLED BY SWITCH EASILY REACHED IN ENGINE BAY. LIGHTS SHALL BE MOUNTED TO PROVIDE MAXIMUM ILLUMINATION FOR ENGINE MAINTENANCE		X		
	337	THERE SHALL BE AN OVERHEAD MAP LIGHT MOUNTED ON OFFICER SIDE CAB ROOF, SWITCH CONTROLLED. EXACT TYPE AND MODEL TBD AT PRE CONSTRUCTION		X		
	338	PROVIDE COMPLETE PERIMETER GROUND LIGHTING UNDER BOTH SIDES OF BODY, REAR OF BODY AND UNDER STEP LIGHTING AT CAB STEPS. ALL GROUND LIGHTING SHALL BE AMDOR MODEL H20 LED, CONTROLLED BY A SINGLE SWITCH IN THE CAB, ADDITIONALLY THE CAB STEP LIGHTS SHALL BE ACTIVATED BY THE INDIVIDUAL CAB DOOR SWITCHES. THE CAB STEP LIGHTS SHALL BE A MINIMUM OF 12" IN LENGTH. BODY LIGHTING SHALL BE UNDER THE COMPARTMENTS AND REAR STEP BUMPER, TO PROVIDE FULL COVERAGE TO GROUND		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
	339	SIX(6) CODE 3 LED FLOOD AND LOADING LIGHTS MODEL 79SCENE SURFACE MOUNT LIGHT SHALL BE INSTALLED. THE WIRING SHALL EXTEND FROM A WEATHERPROOF STRAIN RELIEF AT THE REAR OF THE LAMP HEAD. MOUNTED ON THE UPPER CORNERS OF THE BODY BOTH FRONT AND BACK CORNERS OF THE SIDES AND TWO AT THE REAR OF BODY. REAR LIGHTS SHALL COME ON IN REVERSE AND OR BE SWITCHED FROM CAB BY Z3 CONTROLLER.		X		
WATER TANK	340	THE TANK SHALL HAVE A CAPACITY OF AT LEAST 1800 U.S. GALLONS AND NOT MORE THAN 2000 U.S. GALLONS AND SHALL BE CONSTRUCTED OF PT3™ POLYPROPYLENE MATERIAL. THIS MATERIAL SHALL BE A NON-CORROSIVE STRESS RELIEVED THERMOPLASTIC AND UV STABILIZED FOR MAXIMUM PROTECTION. TANK SHALL BE NFPA COMPLIANT AND CERTIFICATION PROVIDED.		X		
	341	THE TANK MUST BE FABRICATED BY A TANK MANUFACTURER THAT IS ISO CERTIFIED IN EACH OF ITS LOCATIONS. THE ISO CERTIFICATION MUST BE TO THE CURRENT STANDARD IN EFFECT AT THE TIME OF THE DESIGN AND FABRICATION OF THE TANK. TANK SHALL BE CERTIFIED FOR CAPACITY. TANK SHALL BE PROPERLY SECURED FOR SEVER SERVICE AND PREVENT DAMAGE.		X		
WATER TANK (continued)	342	THERE SHALL BE ONE (1) SUMP STANDARD PER TANK. THE SUMP SHALL BE CONSTRUCTED OF A MINIMUM OF 1/2" PT3™ POLYPROPYLENE. ON ALL TANKS THAT REQUIRE A FRONT SUCTION, A 3" SCHEDULE 40 POLYPROPYLENE PIPE SHALL BE INSTALLED THAT SHALL INCORPORATE A DIP TUBE FROM THE FRONT OF THE TANK TO THE SUMP LOCATION. THE SUMP SHALL HAVE A MINIMUM 3" NPT THREADED OUTLET ON THE BOTTOM FOR A DRAIN PLUG PER NFPA. THIS SHALL BE USED AS A COMBINATION CLEAN-OUT AND DRAIN. THE DRAIN ON THE WATER TANK SHALL HAVE A VALVE ATTACHED TO ALLOW TANK DRAIN AND FLUSHING. THE VALVE MUST HAVE 2.5" NH THREADS TO ATTACH A FIRE HOSE FOR DRAINING WATER AWAY FROM VEHICLE. VALVE AND CONNECTION MUST BE EASILY ACCESSED.		X		
	343	THE TANK SHALL HAVE A COMBINATION VENT AND MANUAL FILL TOWER. THE FILL TOWER SHALL BE CONSTRUCTED OF 1/2" PT3™ POLYPROPYLENE AND SHALL BE A MINIMUM DIMENSION OF 16" X 16" OUTER PERIMETER. THE FILL TOWER SHALL BE BLUE IN COLOR INDICATING THAT IT IS A WATER-ONLY FILL TOWER. THE TOWER SHALL BE LOCATED IN THE LEFT FRONT CORNER OF THE TANK UNLESS OTHERWISE SPECIFIED BY THE TANK MANUFACTURER TO THE PURCHASER. THE TOWER SHALL HAVE A 1/4" THICK REMOVABLE POLYPROPYLENE SCREEN AND A PT3™ POLYPROPYLENE HINGED COVER. THE CAPACITY OF THE TANK SHALL BE ENGRAVED ON THE TOP OF THE FILL TOWER LID. INSIDE THE FILL TOWER THERE SHALL BE A COMBINATION VENT/OVERFLOW PIPE. THE VENT OVERFLOW SHALL BE A MINIMUM OF SCHEDULE 40 POLYPROPYLENE PIPE WITH A MINIMUM I.D. OF 4" THAT IS DESIGNED TO RUN THROUGH THE TANK, AND SHALL BE PIPED TO DISCHARGE AS REQUIRED IN NFPA 1901 SO AS TO NOT INTERFERE WITH REAR TIRE TRACTION.		X		
	344	TANK SHALL BE PROPERLY DESIGNED TO MEET CURRENT NFPA GUIDELINES AT TIME OF MANUFACTURE		X		
	345	TANK GAUGES: TWO (2) FIRE RESEARCH TANK VISION PRO WLA 300-A00 TANK INDICATOR SHALL BE INSTALLED ON PUMP PANEL ON BOTH LEFT AND REAR SIDES OF APPARATUS. EXACT LOCATIONS TBD BY OCFA. ONE (1) FIRE RESEARCH TANKVISION MODEL WLA205-A00 MINI GAUGE SHALL BE INSTALLED IN CAB FOR EASY VISUAL REFERENCE TO DRIVER. LOCATION TBD BY OCFA		X		
REAR DUMP SYSTEM	346	THERE SHALL BE TWO (2) NEWTON ELECTRICALLY ACTUATED DUMP VALVE CONTROLS INSTALLED. ONE AT THE REAR OF THE APPARATUS AND ONE IN THE CAB. THE DUMP VALVE SHALL BE A 10" SQUARE FLIP-UP STYLE CONSTRUCTED OF STAINLESS STEEL CONTROLLED BY A SWITCH LOCATED IN THE CAB AND REAR TAILBOARD LOCATIONS TBD BY OCFA.		X		
	347	GUARDS SHALL BE PROVIDED OVER THE DUMP VALVE ACTIVATION SWITCHES PREVENTING INADVERTENT ACTIVATION OF THE DUMP.		X		
	348	THERE SHALL BE A NEWTON MODEL 4036-34 STAINLESS STEEL 36" TELESOPING DUMP CHUTE SUPPLIED WITH THE APPARATUS.		X		
	349	THERE SHALL BE A NEWTON 6012SW-34 - STAINLESS STEEL, MANUALLY OPERATED SWIVEL DUMP CHUTE SUPPLIED WITH THE APPARATUS. THE SWIVEL CHUTE IS DESIGNED TO ROTATE 180 DEGREE AND ATTACH TO AN EXISTING DUMP VALVE. THE SWIVEL CHUTE WORKS IN CONJUNCTION WITH THE 4036-34 TELESOPING CHUTE. OTHER DUMP OPTIONS SIMILAR TO ABOVE MAY BE CONSIDERED. WATER TANK MUST COMPLETELY EMPTY ON LEVEL GROUND AT 1000 GPM WITH INSTALLED SYSTEM. CHUTE SHALL CLAEER TOP OF SUPPLIED PORTABLE TANK TO ENSURE EASY DUMPING TO TANK.		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
APPARATUS BODY	350	THE FIRE APPARATUS BODY SHALL BE 96" WIDE FABRICATED USING MODULAR DESIGN CONSISTING OF INDEPENDENT BODY PARTS BOLTED TO AN INDEPENDENT HEAVY-DUTY SUPERSTRUCTURE FRAMEWORK. THE REASON FOR SPECIFYING A MODULAR DESIGNED BODY IS FOR STRENGTH AND EASE OF REPLACEMENT IN THE EVENT OF INCIDENTAL DAMAGE. BODY SHALL BE CONSTRUCTED OF ALUMINUM. OTHER MATERIALS MAY BE CONSIDERED.		X		
	351	THE HOSE BED DECKING SHALL BE ENTIRELY CONSTRUCTED FROM ANODIZED ALUMINUM EXTRUSIONS. THE EXTRUSIONS SHALL BE .75" X 8.125" AND HAVE A .75" X 3.00" HAT CHANNEL ATTACHED TO THE UNDERSIDE TO FORM A ONE-PIECE GRID. ABSOLUTELY NO POP RIVETS SHALL BE ACCEPTABLE IN THE HOSE BED FLOOR. THE ENTIRE HOSE BED SHALL BE REMOVABLE, IN ONE PIECE, TO ALLOW EASE OF MAINTENANCE TO THE TANK. THE HOSE BED SHALL HAVE AN EXTRUSION ACROSS THE FRONT AND REAR OF THE COMPARTMENT TO ALLOW FOR THE INSTALLATION OF ADJUSTABLE HOSE BED DIVIDERS		X		
	352	WHEEL WELL PANEL CONSTRUCTION SHALL BE SAME AS BODY AND PAINTED TO MATCH. WHEEL WELL LINERS SHALL BE CONSTRUCTED WITH REMOVABLE LINER SECURED WITH STAINLESS STEEL FASTENERS.		X		
APPARATUS BODY (continued)	353	LOW PROFILE REAR WHEEL FENDERETTES SHALL BE INSTALLED AT EACH REAR WHEEL OPENING. THE FENDERETTES SHALL BE POSITIONED OUTSIDE OF WHEEL WELL TO COVER TIRE AREA THAT EXTENDS PAST BODY. FENDERETTES SHALL BE INSTALLED WITH STAINLESS STEEL FASTENERS. TIRE AND WHEELS SHALL BE CENTERED IN THE WHEEL WELL OPENING.		X		
	354	RUB RAILS: LOWER PORTION OF BODY FORE AND AFT OF THE WHEEL WELL SHALL BE PROVIDED WITH 3" X 1.5" X.125" ALUMINUM C SHAPED RUB RAILS. RUB RAILS SHALL BE DESIGNED TO PROTECT ROLL UP DOOR LATCHING AND BODY		X		
COMPARTMENTS MINIMUM	355	COMPARTMENTS: DRIVERS SIDE THERE SHALL BE ONE LOWER COMPARTMENT NEAR PUMP PANEL, THIS SHALL HAVE A TOOL ORGANIZING DRAWER SET INSTALLED IN HALF OF THE AVAILABLE SPACE. EXACT DIMENSIONS TBD. LARGE COMPARTMENTS AT LEAST 12" DEEP USABLE SPACE OVER THE TOP OF THE REAR TIRES FROM THE PUMP PANEL TO THE REAR OF THE VEHICLE WITH ROLL UP DOORS. THESE COMPARTMENTS WILL HAVE TOOL MOUNTING BOARDS INSTALLED ON ENTIRE BACK WALL AND AT LEAST ONE FULL LENGTH ADJUSTABLE SHELF TO HOLD 250LBS MINIMUM. TWO COMPARTMENTS SHALL BE FULL HEIGHT TO MAXIMIZE STORAGE, ONE COMPARTMENT BEHIND REAR AXLES AND BELOW UPPER COMPARTMENT WITH SWING OUT DOORS AND AT LEAST ONE ADJUSTABLE SHELF.		X		
	356	COMPARTMENTS: PASSENGER SIDE. THERE SHALL BE ONE COMPARTMENT FROM FRONT OF REAR AXLE TO PUMP PANEL, ROLL UP DOOR, COMPARTMENT SHALL HAVE PULL OUT TRAY TO SUPPORT 250 LBS. AND CARRY A STANDARD USFS/CALFIRE ISSUED COOLER. THERE SHALL BE COMPARTMENT, SWING OUT DOOR, BEHIND REAR AXLE WITH AT LEAST ONE ADJUSTABLE SHELF. THERE SHALL BE FOLDATANK STORAGE ABOVE REAR AXLE WHEEL WELLS. STORAGE SHALL BE MOUNTED TOWARDS REAR OF APPARATUS. ADDTIONAL COMPARTMENT OPTION IN FRONT OF AND OVER LOWER COMPARTMENTS SHALL BE CONSIDERED.		X		
	357	COMPARTMENTS WHEEL WELL. THERE SHALL BE COMPARTMENT STORAGE IN THE OPEN AREA BETWEEN BODY COMPARTMENTS AND THE WHEEL WELLS. POSSIBLE SCBA OR EXTINGUISHER STORAGE. OCFA STRONGLY WISHES FOR NFPA COMPLIANT CHOCK BLOCK STORAGE IN THIS AREA ON THE LEFT SIDE IF POSSIBLE.		X		
	358	ALL COMPARTMENTS SHALL BE:		X		
	359	• FLUSH/SWEEP OUT DESIGN THAT ALLOWS EASY CLEANING AND WATER DRAINAGE. SHALL HAVE REAR CORNER FLOOR DRAINS DESIGNED TO BE DUST AND WATER RESISTANT		X		
	360	• BE WATER TIGHT AND DUST PROOF WHEN DOORS ARE CLOSED. NEOPRENE SEALS SHALL BE REPLACEABLE. PAINTED WITH ZOLATONE 20-11 (APOLLO GREY) OR OCFA APPROVED EQUAL.		X		
	361	• HAVE STAINLESS STEEL EDGE PROTECTION ALONG THE LEADING (LOWER OUTSIDE) COMPARTMENT EDGE.		X		
	362	• HAVE ALUMINUM DRIP MOLDINGS ABOVE ALL DOORS, SECURED WITH SCREWS.		X		
	363	ALL COMPARTMENTS SHALL HAVE AMDOR "LUMA-BAR" LED STRIP LIGHTING THAT LIGHTS WHEN THAT COMPARTMENT DOOR OPENS. EACH COMPARTMENT SHALL HAVE A MINIMUM OF TWO (2) FULL HEIGHT LIGHTS MECHANICALLY FASTENED WITH AMDOR ALUMINUM EXTRUSION MOUNTS AT THE INSIDE CORNERS OF THE COMPARTMENT WALL (ONE EACH SIDE).		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
	364	EACH COMPARTMENT SHALL FEATURE A RAISED FLOOR SUFFICIENT ENOUGH SO THE LIP OF THE COMPARTMENT SHALL CLEAR FRAME RAIL OF THE BODY MODULE TO ALLOW DEBRIS TO BE REMOVED EASILY. A HAT SHAPED SUPPORT SHALL BE PLACED UNDER FLOOR TO IMPROVE STABILITY AND PREVENT BOWING OF THE FLOOR.		X		
	365	ALL COMPARTMENTS SHALL HAVE VENTILATION LOUVERS. APPROXIMATE 4"X 6" TO ALLOW EXTERIOR INTERIOR AIR MOVEMENT.		X		
	366	ALL COMPARTMENTS SHALL HAVE ADJUSTABLE UNI-STRUT MOUNTING TRACKS INSTALLED. TWO ON EACH SIDE OF THE COMPARTMENT BOTH LEFT AND RIGHT AND BE SIZED FOR MAXIMUM ADJUSTABILITY OF INSTALLED OR FUTURE SHELVING.		X		
	367	ALL COMPARTMENTS SHALL HAVE A HEAVY DUTY MECHANICALLY FASENTED "DOOR OPEN" PROXIMITY SWITCH. A "DOOR OPEN" LIGHT SHALL ILLUMINATE IN THE CAB WHEN A COMPARTMENT DOOR IS NOT CLOSED.		X		
COMPARTMENTS MINIMUM (continued)	368	ALL SHELVES/COMPARTMENT BOTTOMS SHALL HAVE RED COLOR DRI-DECK MATERIAL INSTALLED WITH PROPER BEVELED EDGE TRIM BASED ON POSITION IN CABINET. SHELVING TBD BY OCFA.		X		
SHELVING	369	ALL SHELVING SHALL BE ALUMINUM WITH A 1.5 "FLANGE AND BE REINFORCED WITH APPROPRIATE BRACING TO SUPPORT LOADS OF 250 LBS.		X		
SWING OUT DOORS	370	SHALL BE A WATER AND DUST PROOF PAN OR LAP CONSTRUCTION.		X		
	371	FULL LENGTH POLISHED STAINLESS STEEL HEAVY DUTY HINGE RODS MOUNTED WITH STAINLESS STEEL HARDWARE. HINGES SHALL BOLT TO THE BODY.		X		
	372	DOOR HOLD OPEN DEVICES (GAS STRUTS) SHALL BE PROVIDED FOR ALL DOORS. EBERHARD DCEZ OR OCFA APPROVED EQUAL. OVER CENTER DOOR CHECK WITH POSITIVE STOP OPEN TO PREVENT CONTACT WITH OTHER DOORS OR COMPONENTS.		X		
	373	ALL DOORS SHALL HAVE LARGE AUSTIN ROUND RECESSED POLISHED STAINLESS STEEL SLAM-TIGHT "D" HANDLES THAT CAN BE OPERATED WITH A GLOVED HAND WITH EBERHARD SLAM LATCHES, KEYED TO A 1250 KEY/LOCK.		X		
	374	INTERIOR COMPARTMENT DOORS SHALL HAVE A MINIMUM 20 GAUGE, 304 STAINLESS STEEL DOOR PANELS WITH A #4 BRUSHED FINISH.		X		
	375	ALL SWING OUT DOORS SHALL HAVE 3M DIAMOND GRADE FLUORESCENT RED/YELLOW REFLECTIVE CHEVRON MATERIAL ATTACHED TO THE DOORS/SHELF INTERIOR LEADING EDGES.		X		
ROLL UP DOORS	376	ROLL UP DOORS SHALL BE ROM WITH 1250 KEY LOCK. DOORS SHALL BE PAINTED JOB COLOR AND BE EASILY OPENED WITH GLOVED HAND.		X		
ROOF TOP STORAGE	377	ANY AVAILABLE SPACE FOR STORAGE ABOVE TANK SHALL BE UTILIZED. OVERALL BODY HEIGHT SHALL NOT EXTEND PAST TOP OF CAB/LIGHT BAR. ENCLOSED STORAGE IS PREFERRED. ALL ENCLOSED STORAGE SHALL HAVE INTERIOR LIGHTING AND DOOR AJAR SWITCHES IF UTILIZED. COVERS SHALL HINGE ON OUTBOARD SIDE. CENTER WELL AREA NEAR OR ABOVE PUMP HOUSE CAN BE OPEN FOR MISCELLANEOUS STORAGE AND BE OPEN		X		
SUCTION HOSE COMPARTMENT	378	COMPARTMENT FOR SUCTION HOSE SHALL BE MOUNTED ON TOP OF WATER TANK, CENTERED ON BODY. COMPARTMENT SHALL BE FULLY ENCLOSED AND HOLD A MINIMUM OF TWO (2) 10 FT 4 INCH DIAMETER CLEAR OF 4" KOCHECK MAXI-FLEX SUCTION HOSE (SMALL LUG) W/NH THREADS.		X		
	379	BODY SHALL HAVE AREA FOR HOSE STORAGE ABOVE WATER TANK ON EITHER SIDE OF CENTER MOUNTED SUCTION HOSE COMPARTMENT.		X		
	380	HOSE BED SHALL BE COVERED WITH ALUMINUM TREADPLATE REINFORCED TO SUPPORT AT LEAST 250 LBS. WALKING.		X		
	381	HINGED WITH CONTINUOUS HINGE ON OUTBOARD SIDES.		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
HOSE BED	382	LEFT/DRIVERS SIDE SHALL HAVE TWO (2) ADJUSTABLE DIVIDER FULL LENGTH OF COMPARTMENT.		X		
	383	RIGHT/OFFICER SIDE SHALL HAVE NONE.		X		
	384	HOSE STORAGE SHALL BE SUFFICIENT TO HOLD 300FT OF 1.75 INCH HOSE, 200FT OF 1.5INCH HOSE AND 400 FT OF 3" HOSE MIN ALL FLAT LOADED.		X		
	385	REAR HOSE BEDS SHALL BE COVERED WITH NFPA COMPLIANT END FLAPS WITH EASILY RELEASED BUCKLES WITH A GLOVED HAND.		X		
I-ZONE BRACKETS	386	THERE SHALL BE TWO (2) "I-ZONE" BRACKETS MOUNTED ON THE REAR OF THE APPARATUS, ONE ON EACH SIDE. THE BRACKETS SHALL BE DESIGNED WITH ADEQUATE REINFORCEMENT TO ELIMINATE FLEXING OF THE BODY (OIL CANNING) AND NOT INTERFERE WITH ANY REAR FACING LIGHTS OR DUMP MECHANISM WHEN CARRYING HOSE. THE AREA AROUND THE I-ZONE BRACKETS SHALL HAVE POLISHED STAINLESS PLATE INSTALLED TO PROTECT PAINTED SURFACES.		X		
TOW EYES	387	TWO FRAME MOUNTED 1" STEEL PLATE TOW EYES SHALL BE INSTALLED IN REAR OF APPARATUS. SHALL BE PAINTED JOB COLOR OR CHROME. TWO FRAME MOUNTED TOW EYES SHALL BE INSTALLED ON FRONT OF APPARATUS. FACTORY OPTION OK.		X		
REAR STEPS/ GRAB HANDLES	388	THERE SHALL BE SUFFICIENT STEPS MOUNTED TO REAR OF APPARATUS TO ACCESS TOP OF HOSE BED FROM TAILBOARD. STEPS SHALL HAVE BUILT IN LED LIGHTING THAT ARE ON WITH HEADLIGHTS. FLIP DOWN STEP MAY BE NEEDED AT REAR OF APPARATUS. CONSIDER ZICO MODEL FOR FLIP DOWN STEP. EXACT LOCATIONS TBD BY OCFA AT MID POINT.		X		
	389	GRAB RAILS SHALL BE INSTALLED TO NFPA COMPLIANCE. EXACT LOCATIONS TBD BY OCFA AT MID POINT.		X		
WHEEL WELL STORAGE	390	WHEEL WELL STORAGE SHOULD BE MAXIMIZED ON BOTH SIDES OF APPARATUS/ STORAGE FOR USFS COMPLIANT WILDLAND CHOCK BLOCKS IS PREFERRED ON LEFT REAR SIDE. DOORS SHALL BE PAINTED JOB COLOR.		X		
PORTABLE TANK STORAGE	391	THERE SHALL BE ENCLOSED INTERNAL PORTABLE TANK STORAGE. RIGHT SIDE. SUFFICIENT TO HOLD FOLDA-TANK 2100 GALLON TANK MODEL FDA-2100. FLOOR SHALL BE COVERED WITH HARD PLASTIC COVER TO ASSIST WITH REPLACING TANK INTO COMPARTMENT. COMPARTMENT SHALL BE LARGE ENOUGH TO ALLOW EASY REPLACEMENT OF TANK WITH TWO PERSONNEL.		X		
PUMP AND COMPONENTS	392	500 GPM DARLEY JMP 500. PUMP AND ROLL CAPABLE FOR USING GROUND SPRAY NOZZLES AND MONITOR. NO EXCEPTION		X		
	393	THE MAIN PUMP SHALL BE A TWO-STAGE, CENTRIFUGAL TYPE DESIGNED FOR USE IN THE FIRE SERVICE AND SUPPLY WATER PRESSURE TO ALL DISCHARGE VALVES. IT SHALL BE DESIGNED SO REPAIRS CAN BE MADE BY REPLACEMENT OF NORMAL REPAIR PARTS, I.E., SEALS, BEARINGS, IMPELLER AND WEAR RINGS. THE IMPELLER AND WEAR RINGS SHALL BE MADE OF BRONZE MATERIAL. THE PUMP PRESSURE SHALL BE TESTED TO A MINIMUM OF 600 PSI. THE IMPELLER SHAFT SEAL SHALL BE A MECHANICAL, SELF-ADJUSTING TYPE. THE PUMP SHALL BE MOUNTED TO ALLOW FOR EASY SERVICE AND REPLACEMENT OF THE TRANSFER VALVE AND NOT BE BLOCKED BY FRAME, PLUMBING OR OTHER ITEMS.		X		
	394	THE PUMP GEAR CASE(S) SHALL BE MOUNTED DIRECTLY TO THE FIRE PUMP. ALL PUMP MOUNTING BRACKETS ARE TO BE A MINIMUM 3/8" STEEL PLATE WITH SAE GRADE 8 BOLTS. CARE SHOULD BE USED IN THE DESIGN AND MANUFACTURE OF THE MOUNTING BRACKETS TO ENSURE THAT THE FIRE PUMP(S) MAY BE EASILY REMOVED FOR REPAIRS WITHOUT HAVING TO CUT OR DISTORT THE MOUNTING BRACKETS FOR THE FIRE PUMP(S).		X		
	395	TO INSURE PROPER GROUND CLEARANCE DUE TO THE OFF ROAD CAPABILITIES OF THE APPARATUS, THE MAIN PUMP, RELATED PLUMBING AND COMPONENTS SHALL BE MOUNTED AS HIGH AS POSSIBLE BETWEEN THE CHASSIS FRAME RAILS. PUMP LOCATION TO BE DISCUSSED AT THE PRE-CONSTRUCTION CONFERENCE		X		
	396	TANK TO PUMP VALVE SHALL BE NFPA COMPLIANT PUSH PULL TYPE VALVE. ONE (1) 3" TANK TO MAIN PUMP LINE SHALL HAVE AN ELKHART 3" ONE QUARTER TURN, FULL FLOW BALL VALVE. VALVE PUSHED IN IS CLOSED, VALVE OUT IS OPEN.		X		
	397	THE FIRE PUMP SHALL BE EQUIPPED WITH AN AIR OPERATED TRANSFER SWITCH AND DARLEY VALVE/RAM ASSEMBLY TO TRANSITION BETWEEN THE PRESSURE AND VOLUME MODES. TRUCK-LITE MODEL/SERIES 33 LED LIGHTS, SHALL INDICATE THE POSITION OF THE SWITCH/VALVE AND BE CLEARLY LABELED TO SHOW POSITION		X		

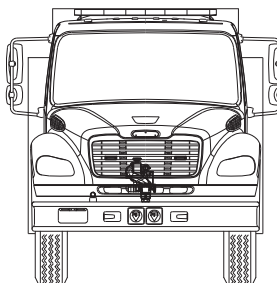
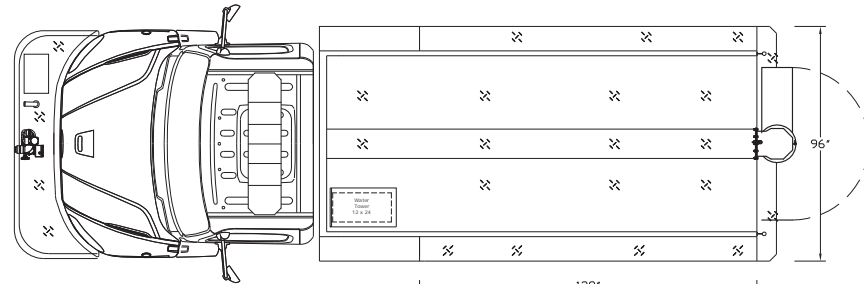
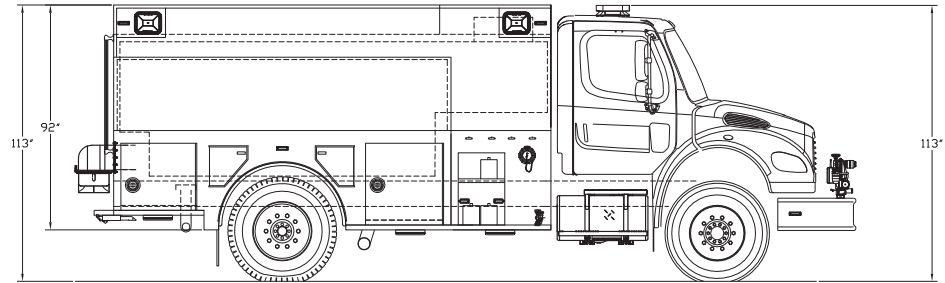
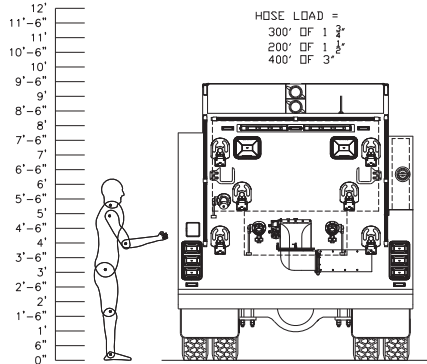
Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
	398	THE PUMP UNIT SHALL BE FULLY CAPABLE OF MEETING THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1901 , LATEST EDITION, STANDARD FOR INITIAL ATTACK FIRE APPARATUS/WATER TENDER.		X		
	399	THE CONTRACTOR SHALL INSTALL ON THE APPARATUS, ALL GAUGES, PLUMBING, SUCTION AND DISCHARGE VALVES, PRESSURE GOVERNOR, PRIMER PUMP, UNIONS, HOSE FITTINGS, CHECK VALVES AND PUMP CONTROLS NECESSARY TO MAKE THE ENTIRE FIRE PUMP OPERATIONAL AND TESTED IN FULL COMPLIANCE WITH NFPA 1901 LATEST EDITION.		X		
PUMP AND COMPONENTS (continued)	400	AN ADJUSTABLE 2½" INTAKE RELIEF DUMP VALVE AKRON MODEL 59 (OR EQUAL) SHALL BE PROVIDED AND PLUMBED INTO THE INTAKE SIDE OF THE MAIN PUMP. THE VALVE SHALL BE PRESET FROM THE FACTORY AT 150 PSI. THE PRESSURE SETTING CONTROLS FOR THE VALVE SHALL BE ACCESSIBLE FROM OR BENEATH THE PUMP COMPARTMENT. THE VALVE SHALL BE INSTALLED TO PROVIDE PRESSURE RELIEF FROM ANY PUMP SUCTION INLETS. THE DISCHARGE OUTLET SHALL TERMINATE WITH A 2½" NST MALE CONNECTION AND BE LABELED "DO NOT CAP".		X		
	401	A HALE TRV-L THERMAL RELIEF VALVE WITH OVERHEAT INDICATOR LIGHT SHALL BE PROVIDED WITH THE RETURN LINE PLUMBED TO THE AREA BELOW THE LEFT PUMP PANEL. THE NAMEPLATE, TEST SWITCH AND LIGHT SHALL BE LOCATED ON THE LEFT PUMP PANEL. INSSTALLATION SHALL BE IN A MANNER FOR EASY REMOVAL AND ACCESS FOR SERVICE AND TESTING		X		
	402	A LINE WITH WILL BE RUN FROM THE DISCHARGE SIDE OF THE MAIN PUMP TO THE WATER TANK TO HELP KEEP THE PUMP COOL WHEN WATER IS NOT BEING DISCHARGED. THIS LINE WILL BE DESIGNED TO BY-PASS WATER WHEN THE BY-PASS VALVE IS OPEN AND TO MAINTAIN THE PUMP WATER TEMPERATURE AT A SAFE LEVEL. THE BY-PASS COOLER VALVE SHALL BE LOCATED ON THE LEFT PUMP OPERATOR'S PANEL AND BE LABELED PUMP COOLER		X		
	403	AN FRC "PUMP BOSS" MODEL # PBA 404-D00 ELECTRONIC ENGINE PUMP PRESSURE GOVERNOR/THROTTLE SYSTEM WITH A 600 PSI PRESSURE TRANSDUCER AND AUDIBLE ALARM OPTION THAT IS CONNECTED DIRECTLY TO THE APPARATUS ELECTRONIC CONTROL MODULE (ECM), SHALL BE INSTALLED AND WIRED IN ACCORDANCE TO THE SPECIFIC REQUIREMENTS BY THE OEM AND NFPA # 1901, LATEST EDITION. PUMP BOSS TO BE MATCHED WITH LATEST FRC PROGRAMMING UPGRADE NECESSARY FOR OPERATION WITH A DARLEY JMP-500 FIRE PUMP. NO EXCEPTIONS		X		
	404	MAIN FIRE PUMP DRIVE: A TRANSMISSION MOUNTED, PRESSURE LUBED, ELECTRIC OVER HYDRAULIC POWER TAKE OFF (PTO), CHELSEA MODEL 278SMF-JP-B3XD 10 BOLT HEAVY DUTY ENGINE DRIVEN PTO SHALL BE PROVIDED. THE PUMP PTO SHALL BE ENGAGED BY A GUARDED RED TOGGLE SWITCH THAT LOCKS IN EITHER THE ROAD OR PUMP MODE. THE PUMP SHIFT CONTROLS SHALL BE LOCATED IN THE CAB WITHIN EASY REACH OF THE OPERATOR AND SHALL INCLUDE INDICATOR LIGHTS AS MANDATED BY NFPA # 1901 LATEST EDITIONS.		X		
	405	THE FIRE PUMP AND GEAR CASE SHALL BE MOUNTED IN SUCH A MANNER THAT THE PTO DRIVELINE ANGLES DO NOT EXCEED THE MANUFACTURER'S RECOMMENDED ANGLES FOR THE U-JOINTS AND SHALL BE OF THE PROPER SERIES AND TYPE SPECIFIED BY THE PUMP AND PTO MANUFACTURERS. THE DRIVELINE(S) SHALL BE SPICER AUTOMOTIVE STYLE, WITH SLIP YOKES AND U-JOINTS OR IF NECESSARY, CONSTANT VELOCITY JOINTS TO ENSURE SMOOTH OPERATION AND BE BOTH STATICALLY AND DYNAMICALLY BALANCED		X		
	406	PRIMER: TRIDENT EMERGENCY PRODUCTS PNEUMATIC PUMP PRIMER; 3 BARREL DESIGN WITH PUMP PANEL MOUNTED PUSH-BUTTON ACTIVATION SWITCH. DRAIN SHALL DUMP UNDER PUMP PANEL TO BE EASILY SEEN BY OPERATOR.		X		
	407	EXCEPT AS OTHERWISE SPECIFIED ALL PIPING AND FITTINGS SHALL BE SCH 40 STAINLESS STEEL. NO BRACKETS ARE TO BE WELDED TO ANY PLUMBING OR SIDE PANELS; STANDARD FITTINGS MUST BE USED THROUGHOUT. SHOP-MADE REDUCERS, ADAPTERS, OR SPECIAL FITTINGS WILL NOT BE ACCEPTED. VICTAULIC TYPE COUPLINGS SHALL BE PROVIDED IN PIPES AND AT OTHER NECESSARY POINTS TO PREVENT UNDUE STRAIN ON PIPING AND TO PERMIT PIPING AND COMPONENT REMOVAL. UNLESS OTHERWISE SPECIFIED, ALL VALVES SHALL BE AKRON SWING-OUT TYPE WITH STAINLESS STEEL BALL VALVES. ALL PIPING BENDS SHALL BE SWEEP DESIGN TO REDUCE FRICTION LOSS.		X		
	408	THE PUMP OPERATORS CONTROL PANEL SHALL BE LOCATED ON THE DRIVER'S SIDE OF THE APPARATUS AND FEATURE A FULL WIDTH VERTICALLY HINGED ACCESS PANEL. BOTH SIDE PUMP PANELS SHALL BE DESIGNED TO BE EASILY REMOVABLE (OR HINGED) FOR EASY ACCESS AND SERVICING OF VALVES, PLUMBING OR RELATED PUMP COMPONENTS. BOTH PANELS SHALL BE FABRICATED OF 14 GAUGE STAINLESS STEEL WITH A #4B BRUSHED FINISH		X		
	409	PUMP COMPOUND GAUGE SHALL BE AN ASH CROFT DURALIFE, DRY GAUGE, WEATHERPROOF, WITH PLUS PERFORMANCE OPTION, STAINLESS STEEL INDUSTRIAL GRADE SERIES WITH A 5" WHITE FACE WITH BLACK NUMBERS (-30 TO 600 PSI) MODEL #50-1009AW-02B030/0/600#-XLL-UC-VH. (NO EXCEPTION) GAUGE SIZE MAY BE CHANGED TO FACILITATE PANEL LAYOUT		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
	410	PUMP (MASTER) PRESSURE GAUGE SHALL BE AN ASH CROFT DURALIFE, DRY GAUGE, WEATHERPROOF, WITH PLUS PERFORMANCE OPTION, STAINLESS STEEL INDUSTRIAL GRADE SERIES WITH A 5" WHITE FACE WITH BLACK NUMBERS (-30 TO 600 PSI) MODEL #50-1009AW-02B030/0/600#-XLL-UC-VH. (NO EXCEPTION) GAUGE SIZE MAY BE CHANGED TO FACILITATE PANEL LAYOUT		X		
PUMP AND COMPONENTS (continued)	411	INDIVIDUAL DISCHARGE GAUGES SHALL BE ASH CROFT DURALIFE, DRY GAUGE, WEATHERPROOF, WITH PERFORMANCE PLUS OPTION, STAINLESS STEEL INDUSTRIAL GRADE SERIES WITH A 4" WHITE FACE WITH BLACK NUMBERS (-30 TO 600 PSI) MODEL #40-1009AW-02B030/0/600#-XLL-UC-VH(NO EXCEPTION) GAUGE SIZE MAY BE CHANGED TO FACILITATE PANEL LAYOUT		X		
	412	ALL MAIN PRESSURE GAUGES SHALL BE PLUMBED WITH AEROQUIP HOSE (OR EQUAL) WITH RE-USABLE STAINLESS STEEL FITTINGS AND SWIVELS AT BOTH ENDS. ALL GAUGES WILL HAVE NO BUILDER LABELING ON FACE PLATES.		X		
	413	ADDITIONAL CONTROLS ARE AS FOLLOWS: •PRESSURE GOVERNOR CONTROL-HEAD. •TANK-TO-PUMP CONTROL •TANK-FILL CONTROL. •PUMP PRIMING DEVICE CONTROL. •FOAM LINE PRESSURE RELEASE AND DRAIN VALVE. •PUMP DRAIN. •AUXILIARY COOLING CONTROL(S). •INDIVIDUAL DISCHARGE DRAINS		X		
	414	THREE (3) CLASS 1 "INTELLI-TANK" LED WATER LEVEL GAUGES SHALL BE PROVIDED, ONE (1) FULL-SIZE MOUNTED ON THE DRIVER SIDE PUMP OPERATOR'S PANEL AND ONE (1) FULL SIZE MOUNTED TO REAR OF APPRATUS/ ONE (1) (ROCKER SWITCH SIZE) SHALL BE REMOTE MOUNTED ON THE DASH OR ON THE CENTER CONSOLE. LOCATION TO BE DETERMINED AT PRE-CONSTRUCTION. A QUARTER TURN SHUT-OFF VALVE SHALL BE PROVIDED BETWEEN THE TANK SENDING UNIT AND THE WATER TANK TO PREVENT LOSS OF TANK WATER IF THE SENDING UNIT SHOULD FAIL.		X		
	415	TWO (2) CLASS 1 "INTELLI-TANK" LED FOAM CONCENTRATE LEVEL GAUGES SHALL BE PROVIDED, ONE (1) FULL-SIZE MOUNTED ON THE DRIVER SIDE PUMP OPERATOR'S PANEL AND ONE (1) (ROCKER SWITCH SIZE) SHALL BE REMOTE MOUNTED ON THE DASH OR ON THE CENTER CONSOLE. LOCATION TO BE DETERMINED AT PRE-CONSTRUCTION.		X		
	416	CLASS-A FOAM SYSTEM REMOTE REFILL CONTROLS		X		
	417	CONTROL HANDLES SHALL HAVE A NON-SLIP GRIP WITHOUT SHARP EDGES OR CORNERS.		X		
	418	ALL DISPLAYS, CONTROLS, VALVES, GAUGES SHALL BE LABELED AND COLOR-CODED AS FOLLOWS: ALL 1 ½" DISCHARGES, DRAINS, FOAM FILL, FOAM TANK FILL, FOAM DIRECT FILL "ON", FOAM PUMP FLUSH SHALL BE RED. RIGHT SIDE 2 ½" DISCHARGE, DRAIN SHALL BE WHITE. LEFT SIDE 2 ½" DISCHARGE, DRAIN SHALL BE YELLOW. DRAINS, PUMP INTAKE, TANK TO PUMP, OPEN, CLOSED, 4" SUCTION SHALL BE BROWN. HEAT EXCHANGER, PUMP COOLER, PUSH TO PRIME, PANEL LIGHTS SHALL BE BLUE. ALL OTHERS SHALL BE BLACK EXAMPLES INCLUDE RPM COUNTER, TRANSFER VALVE, PRESSURE, VOLUME, HOSE BED LIGHTS, INTERCOM JACK, LOW VOLTAGE WARNING, TANK FILL, PRESSURE, 2 ½" DIRECT TANK FILL.		X		
	419	CONTROL LABELING SHALL INDICATE BOTH THE DEVICE CONTROLLED AND THE EFFECT OF CONTROL MOVEMENT (I.E. "AUXILIARY SUCTION" AND "OPEN/CLOSED").		X		
	420	LABELS SHALL, WHENEVER POSSIBLE, BE PLACED ABOVE THE DISPLAYS AND CONTROLS WHICH THEY DESCRIBE. LABELS SHALL BE LOCATED WHERE THEY CANNOT BE OBSCURED BY CONTROLS.		X		
	421	LABELS SHALL BE SECURELY ATTACHED WITH SCREWS, HAVE HIGH CONTRAST, AND NOT BE OBSCURED BY WEAR, GREASE, GRIME OR DIRT. "STICK-ON" TAGS WILL NOT BE ACCEPTED EXCEPT THOSE THAT ARE FLUSH MOUNTED WITHIN A "T" STYLE GRIP HANDLE. NO EXCEPTION		X		
	422	THERE SHALL BE TWO (2) EVENLY SPACED LIGHT FIXTURES FOR EACH PUMP PANEL AREA. LIGHTS SHALL BE AMDOR H20 LUMA BAR LED STRIP LIGHTING, CLEAR IN COLOR ON STEADY BURN PATTERN. EACH SHALL BE MOUNTED IN HEAVY DUTY COVER TO PREVENT GLARE AND DAMAGE		X		

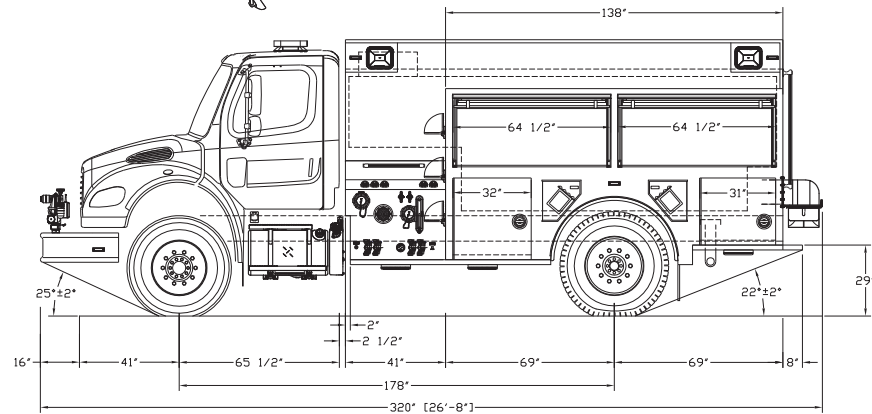
Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
DISCHARGES	423	TWO (2) 2.5 INCH DISCHARGES ON PUMP PANELS ONE ON LEFT AND ONE ON RIGHT OF TRUCK MIDSHIP AREA. BOTH DISCHARGE VALVES SHALL HAVE 2½" NST MALE THREADS WITH CHROME 30 DEGREE OUTLETS WITH FEMALE TO 1 ½" MALE WITH CHROME CAP. ALL VALVES SHALL BE AKRON WITH PUSH PULL TWIST LOCK HANDLES. EACH WITH INDIVIDUAL DISCHARGE GAUGE AND DRAIN.		X		
DISCHARGES (continued)	424	ONE (1) 2" ONE QUARTER TURN FULL FLOW BALL VALVE WITH TWIST LOCK HANDLE SHALL BE PROVIDED WITH A 2" NPT X 2 ½" NH MALE THREAD ADAPTER. THE VALVE SHALL BE EXTERIOR MOUNTED BELOW THE LEFT REAR HOSE TRAY AND BE CONTROLLED AT THE VALVE BODY. THE 2" PLUMBING SHALL BE ROUTED ALONG THE HOSE BED FLOOR AND SHALL NOT PROTRUDE ANY HIGHER THAN THE HOSE BED SLATS, THUS CREATING A FLAT HOSE BED FLOOR. ALTERNATIVELY, THE 2" PLUMBING MAY BE ROUTED THROUGH THE WATER TANK VIA A SLEEVE IN THE TANK, BUT NOT THROUGH ANY COMPARTMENT. FOAM CAPABLE		X		
	425	ONE BUMPER MOUNTED DISCHARGE• ONE (1) 2" ONE QUARTER TURN FULL FLOW BALL VALVES WITH TWIST LOCK HANDLES AND 90 DEGREE CHROME SWIVELS WITH 1½" NST MALE THREADS AND CHROME CAPS SHALL BE PROVIDED AS DESCRIBED BELOW FOR FRONT BUMPER DISCHARGES. NO EXCEPTION. FOAM CAPABLE		X		
	426	THE VALVE FOR THE BUMPER MOUNTED DISCHARGE SHALL BE LOCATED OUTBOARD OF THE FRAME RAIL, BE VERTICALLY MOUNTED BEHIND THE BUMPER AND CONTROLLED AT THE VALVE. A COMPARTMENT TO HOLD 25FT OF 1.75 INCH HOSE SHALL BE INSTALLED ON FRONT BUMPER. RIGHT SIDE OF BUMPER		X		
	427	THE DISCHARGE SWIVEL LOCATION SHALL PROVIDE ADEQUATE CLEARANCE FOR THE USE OF A 1½" GATED WYE AND BE DESIGNED SO AS NOT TO INTERFERE WITH THE OPENING AND CLOSING OF THE HOOD. THE SWIVEL SHALL FEATURE (2) STOPS (STAINLESS STEEL RODS) TO PREVENT THEM FROM ROTATING 360 DEGREES AND IMPACTING THE HOOD, LOCATIONS TBD.		X		
REAR GROUND SPRAY DISCHARGE	428	MANUFACTURER SHALL INSTALL LOW PRESSURE, HIGH VOLUME REAR GROUND SPRAY NOZZLE(S) TO PROVIDE DUST ABATEMENT AND SOIL TREATMENT ON FIRE ROADS. GROUND SPRAYS SHALL SPRAY IN AN EVEN PATTERN NO WIDER THAN 16-20FT. GROUND SPRAYS SHALL BE OPERATED BY CAB MOUNTED SWITCH EASILY ACCESSED BY DRIVER. OCFA REGULARLY USES WATER TENDERS FOR SOIL TREATMENT FOR GRADING ROADS. CONSIDER A BERTOLINI WATER VALVE MODEL 71-A3 AND A REMOVABLE MOUNTING SYSTEM OR HTTPS://RANDCOTANKS.COM/PART-KIT/REAR-SPRAY-KIT/ AS EXAMPLES. PLUMBING AND VALVES TBD AT PRECONSTRUCTION. NO FOAM TO THIS DISCHARGE		X		
BUMPER MONITOR	429	ONE (1) TFT TORNADO RC Y2-E14-A REMOTE CONTROL MONITOR SHALL BE MOUNTED ON FRONT BUMPER. SHALL BE PLUMBED TO PROVIDE RATED CAPACITY AND FOAM . MONITOR SHALL BE REMOVABLE TO ALLOW SERVICING. QUICK CONNECT FITTINGS SHALL BE MOUNTED IN A MANNER TO ALLOW REPEATED REMOVAL AND EASE OF REPLACEMENT IF NECESSARY. FOAM CAPABLE, CAB MOUNTED DISCHARGE GAUGE MAY BE NECESSARY FOR ACCURATE DISCHARGE PRESSURES FROM CAB		X		
	430	TASK FORCE TIPS MODEL # Y4E-JS-GT-NP JOYSTICK STYLE CONTROL STATION FOR TASK FORCE TIPS TORNADO SERIES REMOTE CONTROL MONITOR SHALL BE INSTALLED. THE JOYSTICK SHALL BE MOUNTED IN AN ENCLOSURE AND CONTROL HORIZONTAL ROTATION, VERTICAL ELEVATION AND NOZZLE STREAM PATTERN AND HAVE A MOMENTARY TRIGGER BUTTON THAT CAN CONTROL AN OPTIONAL TASK FORCE TIPS VALVE WITH INTERFACE BOX BY SQUEEZING IF DESIRED. THE MONITOR SPEED IS PROPORTIONAL TO THE JOYSTICK MOVEMENT. A SLIDING SWITCH SHALL ALLOW FOR FLOW CONTROL BY ADJUSTING THE TASK FORCE TIPS GATEABLE VALVE OPERATION.		X		
	431	ONE 2" YE-VKG-PH-AU VALVE KIT 2" NPT GATEABLE VALVE & CUSTOM INTERFACE BOX WILL BE INSTALLED IN AREA EASY TO SERVICE AND REMOVED FROM POTENTIAL DAMAGE TO OPERATE FRONT TURRET		X		
INTAKES	432	DIRECT TANK FILLS SHALL BE INSTALLED ON REAR OF APPARATUS LOW ENOUGH TO ACCESS WITHOUT CLIMBING ONTO APPARATUS. SHOULD BE QUARTER TURN 3" VALVE WITH 2.5 IN NH FEMALE CONNECTION. SHALL BE LABELED APPROPRIATELY. SHALL ALLOW MAXIMUM FLOW RATED FOR FAST TANK FILL AT 1000 GPM. ADDITIONAL DIRECT TANK FILL AS DESCRIBED MAY BE NECESSARY FOR RAPID FILL.		X		
	433	ONE (1) TFT ABS8NP-NX-PS INLET OR SUITABLE TFT INLET SHALL BE INSTALLED ON DRIVERS SIDE PUMP PANEL WITH DIRECT PLUMBING TO PUMP INLET. SHALL NOT PROTRUDE PAST SIDE OF BODY.		X		
	434	ONE TANK FILL VALVE SHALL BE INSTALLED ON MAIN PUMP PANEL. VALVING AND PLUMBING SHALL BE CONSTRUCTED TO NOT ALLOW PUMP CAVITATION WHEN VALVE IS OPENED. VALVE SHALL BE AKRON AND HAVE PUSH PULL LEVER WITH LOCKING HANDLE.		X		
	435	ONE 2.5 INCH AUXILIARY INTAKE SHALL BE INSTALLED ON DRIVERS PUMP PANEL. SHALL BE RATED TO FILL TO NFPA STANDARD.		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
FOAM TANK AND SYSTEMS	436	A 20-GALLON CAPACITY FOAM CONCENTRATE TANK SHALL BE PROVIDED. THE FOAM TANK SHALL BE INCORPORATED INTO THE POLY-TANK LISTED WITH A 4" OVERBOARD TANK FILLER AND HAVE A 3/16" MESH FILLER SCREEN OF STAINLESS OR POLY RECESSED 4" TO 6" TO ALLOW OVERBOARD FILLING WITHOUT BACKSPASH.		X		
FOAM TANK AND SYSTEMS (continued)	437	THE TANK SHALL BE EQUIPPED WITH A POSITIVE SEALING PRESSURE/VACUUM VENT TYPE CAP, A FOAM CONCENTRATE SENSOR THAT TURNS OFF THE FOAM PUMP AT A PRE-SET LEVEL, TWO (2) VISUAL SIGHT GAUGES (DESCRIBED ELSEWHERE), AN EASILY ACCESSIBLE BRASS OR STAINLESS STEEL ¼ TURN DRAIN VALVES LOCATED AT THE LOWEST POINT OF THE FOAM TANK AND AN ACCESSIBLE BRASS OR STAINLESS STEEL CLEANABLE STRAINER INSTALLED IN THE SUPPLY LINE FROM THE FOAM TANK TO THE FOAM PUMP.		X		
	438	THE FLOAT SWITCH HARNESS AND THE FOAM CONCENTRATE SUPPLY AND FILL LINES SHALL HAVE VALVED CONNECTIONS LOCATED ADJACENT TO THE TANK TO FACILITATE FOAM SYSTEM SERVICE. THE FLOAT SWITCH SHALL BE PROTECTED FROM MOVEMENT (ISOLATED).		X		
	439	ONE (1) 1" OR 3/4" BRASS OR STAINLESS STEEL ¼ TURN FOAM TANK DRAIN VALVE AND HOSE SHALL BE PROVIDED TO COMPLETELY DRAIN AND FLUSH THE FOAM TANK. THE VALVE SHALL BE LOCATED IN AN AREA THAT PROVIDES PROTECTION FROM INADVERTENT OPENING OF THE VALVE YET ALLOWS EASY ACCESS FOR SERVICING AND BE LABELED "FOAM TANK DRAIN". THE DRAIN HOSE (AEROQUIP OR EQUAL) SHALL TERMINATE BELOW THE PUMP PANEL AND HAVE BRASS OR STAINLESS STEEL SWIVEL FITTINGS AT THE DRAIN VALVE TO FACILITATE VALVE REMOVAL.		X		
	440	A FOAM PRO MODEL 2001 DIRECT INJECTION FOAM PROPORTIONING SYSTEM SHALL BE PROVIDED AND INSTALLED AS PER THE MANUFACTURER'S INSTALLATION GUIDELINES. NO EXCEPTION. THE SYSTEM SHALL BE PLUMBED TO PROVIDE CLASS-A FOAM CONCENTRATE TO ALL FRONT BUMPER DISCHARGES, THE REAR DISCHARGE, THE BUMPER TURRET. (NO FOAM TO REAR GROUND SPRAY DISCHARGE). THE FOAM PUMP OPERATING CONTROLS SHALL BE LOCATED ON THE LEFT PUMP PANEL, WITH REMOTE ON/OFF SWITCH MOUNTED IN THE CAB ON THE CENTER CONSOLE		X		
	441	<ul style="list-style-type: none"> • THE FOAM PUMP SHALL BE 12 VOLT, 1/3RD HP WITH A RATED CAPACITY OF 1.7 GPM AT 200 PSI AND A MAXIMUM OPERATING PRESSURE OF 400 PSI. • MUST MAINTAIN ACCURATE PROPORTION AND INJECTION RATE OVER A WATER DISCHARGE RANGE OF 5 TO 250 PSI. • ALL FITTINGS AND CONNECTIONS SHALL BE STAINLESS STEEL OR BRASS. • ALL HOSE SHALL BE HIGH PRESSURE HYDRAULIC. (AEROQUIP OR EQUAL) • THE WIRING HARNESS, PUMP SWITCHES AND CONTROLS AND ETC. SHALL BE SEALED AND PROTECTED FROM CONTAMINATES. • CAPABLE OF CONTINUOUS OPERATION IN WET AND DUSTY ENVIRONMENTS. • PROPORTIONING RATE SHALL BE ADJUSTABLE FROM 0.1% TO 3.0%. • ELECTRONIC FLOW SENSING AND CONTROLS. • A 2" FULL FLOW, HIGH PRESSURE 400 PSI, SPRING CLOSING CHECK VALVE SHALL BE INSTALLED UPSTREAM OF THE INJECTION PORT TO PREVENT FOAM FROM BACK FILLING INTO THE PUMP OR PLUMBING. • A MANUAL DRAIN VALVE SHALL BE PROVIDED AT THE LOWEST POINT OF THE CONCENTRATE STORAGE TANK. THE DRAIN LINE SHALL BE PIPED TO DRAIN DIRECTLY BENEATH THE APPARATUS WITHOUT CONTACTING ANY PART OF THE APPARATUS OR COMPONENTS. • A STRAINER SHALL BE INSTALLED IN THE FOAM CONCENTRATE SUPPLY LINE BETWEEN THE FOAM CONCENTRATE TANK AND THE FOAM PUMP. • A GREEN "FOAM PUMP ON" INDICATOR LIGHT SHALL BE INSTALLED NEAR THE FOAM PUMP CONTROL PANEL. 		X		
	442	FOR FIREFIGHTER SAFETY AN ASCO VALVE, PART # 8262G1-12V D/C (OR EQUAL) AND SOLID STATE ADVANCED CONTROLS, SSAC PART # TDI 12D (OR EQUAL), (1-1023 SECONDS) SHALL BE INSTALLED IN THE 2" DISCHARGE MANIFOLD AFTER THE FOAM SYSTEM CHECK VALVE TO DISCHARGE TRAPPED MANIFOLD WATER PRESSURE UPON PUMP SHUT DOWN. NO EXCEPTION		X		
	443	A FOAM PRO "POWER-FILL" FOAM TRANSFER AND REFILL FOAM SYSTEM SHALL BE PROVIDED, INCORPORATE A PRE-PLUMBED TRANSFER SYSTEM THAT ENABLES THE OPERATOR TO RE-FILL THE ON-BOARD FOAM TANK FROM GROUND LEVEL WITH "CLASS A" FOAM. THE TRANSFER SYSTEM PUMP SHALL BE CONTROLLED BY A GUARDED, MOMENTARY SWITCH AND ALL CONTROLS SHALL BE PROPERLY LABELED AND MOUNTED ON THE LEFT PUMP OPERATOR'S PANEL. THE SYSTEM SHALL INCLUDE A 6 FOOT QUICK DISCONNECT FILLER HOSE WITH STAINLESS STEEL OR BRASS FITTINGS AND DEBRIS SCREEN. A BRASS QUICK CONNECT CAM CAP SHALL BE PROVIDED ON FILLER PORT.		X		

Section	Line Item #	Description	Exceeds	Complies	NO	Exceptions/ Clarifications/ Comments
FOAM TANK AND SYSTEMS (continued)	444	THE TRANSFER PUMP SHALL BE 12 VOLT, MINIMUM OF 5 GPM WITH AUTO SHUT-OFF SWITCH AND A PUMP-ON INDICATOR LIGHT. ALL MATERIALS MUST BE COMPATIBLE WITH FSF AND AFFF FIRE FIGHTING CHEMICALS THAT REQUIRE 1.0% OR LESS FOAM CONCENTRATE. THE PUMP, WIRING HARNESS, ALL SWITCHES AND CONTROLS SHALL BE SEALED AND CAPABLE OF OPERATING IN WET OR DUSTY ENVIRONMENTS AT TEMPERATURES FROM 0 TO 200 DEGREES. ALL HOSES SHALL BE AEROQUIP TYPE WITH STAINLESS STEEL OR BRASS FITTINGS. BARBED FITTINGS OR AUTOMOTIVE STYLE HOSE CLAMPS WILL NOT BE ACCEPTED. NO EXCEPTION		X		
	445	THE FOAM CONCENTRATE FILL LINE SHALL BE A SEPARATE LINE AND NOT PLUMBED INTO THE FOAM PUMP SUPPLY LINE.		X		
LOOSE EQUIPMENT	446	ONE AKRON 2.5 F X 2-1.5 M NH WYE		X		
	447	ONE KOCHER LOW ANGLE STRAINER MODEL LL40		X		
	448	ONE (1) 4" KOCHER CHROME SUCTION HOSE STRAINER W/NH THREADED COUPLINGS.		X		
	449	TWO (2) 10' LENGTHS OF 4" KOCHER MAXI-FLEX SUCTION HOSE (SMALL LUG) W/NH THREADS		X		
	450	TWO (2) NFPA OFF ROAD COMPLIANT WHEEL CHOCKS THAT FIT INTO SIDE WHEEL WELL COMPARTMENT.		X		
	451	ONE (1) STREAMLIGHT LIGHTBOX E LIGHTS WITH CHARGING BASE		X		
	452	ONE (1) SPARE WHEEL AND TIRE SHALL BE PROVIDED FOR EACH VEHICLE. BOTH THE TIRE AND WHEEL SHALL BE OF THE SAME BRAND AND DESIGN AS THE VEHICLE. SHIPPING ARRANGEMENTS TO BE DETERMINED DURING PRE-CONSTRUCTION.		X		
	453	DOT TRIANGLE SET		X		
	454	DOT FIRE EXTINGUISHER		X		
	455	ONE (1) FOLDA-TANK FDA 2100 TANK		X		
OPTIONAL PRICING	456	PLEASE PROVIDE STOCK FREIGHTLINER SEATING OPTION WITH DUAL AIR RIDE SEATS, ARMRESTS AND RECLINE. SHOW COST SAVINGS OR INCREASE FROM SPECIFIED SEATS.		X		SAVINGS: \$4,400.00
PORTABLE TANK STORAGE OPTION	457	INSTALL ON RIGHT SIDE, PORTABLE TANK ZICO LIFT FOR FDA 2100 TANK		X		\$6,300.00
WARRANTY OPTIONS	458	PROVIDE A DETAILED DESCRIPTION FOR A FIVE (5) YEAR FACTORY WARRANTY FOR THE CAB/CHASSIS AND MAJOR ASSEMBLED COMPONENTS, AS WELL AS A FIVE YEAR BODY WARRANTY TO INCLUDE A BUMPER TO BUMPER (ALL COMPONENTS/BODY).		X		INCLUDED IN KME SPECS



AIR HORN TO
BE LOCATED
⊙



CAB: FREIGHTLINER M2 106 4X2 2 DR
ENGINE & TRANS: CUMMINS L9 350 HP/ALLISON 3000 EVS
AXLES: 14,700# FRONT/30,000# REAR
PUMP: DARLEY LSM 1000 GPM SINGLE STAGE
WATER TANK: 2,000 GALLONS POLY W/20 FOAM
BODY TYPE: 138" ELIMINATOR 3/16" ALUMINUM
FOAM SYSTEM: FOAM PRO 2001

THIS DRAWING IS A GENERAL
CONFIGURATION AND MAY NOT
NECESSARILY REFLECT ALL
CONTRACTUAL REQUIREMENTS.
CONTRACT SPECIFICATIONS SHALL
PREVAIL OVER DRAWING.

CUSTOMER APPROVAL:

NAME:

TITLE:

DATE:

SYM	DATE	REVISION DESCRIPTION	APP'D
SALES ENGINEER :		TBD	

DIMENSIONS ARE APPROXIMATE & MAY VARY DUE TO BUILD ADJUSTMENTS			
SCALE	DWG SIZE	DRAWN BY	DATE
NONE	B	JJM	1-4-19
APPROVED BY			
KME COMMERCIAL ELIMINATOR			
ORANGE COUNTY FIRE AUTH., CA			
QUOTE# 2715-2			

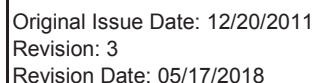




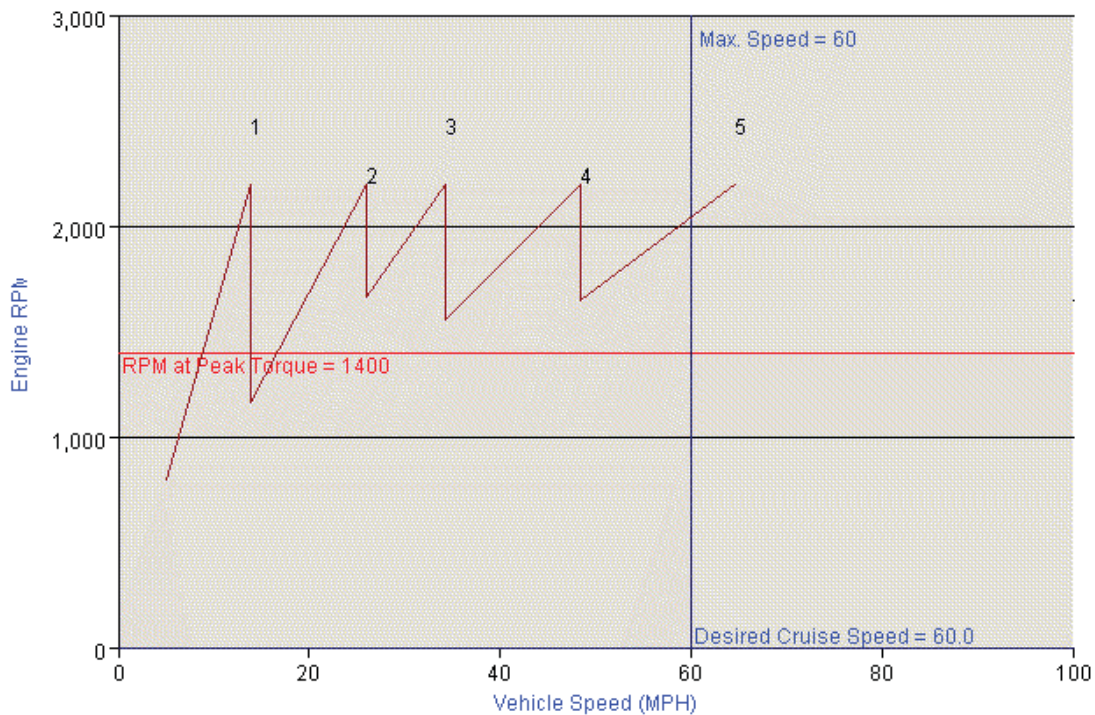
Department: Sales Engineering
P73-1-F5
Weight Analysis Form

Original Issue Date: 12/20/2011
Revision: 3
Revision Date: 05/17/2018

DATE: 1/4/2019					
BY: JJM					
GSO: QUOTE 2715-2					
CUSTOMER - DEALER: ORANGE COUNTY FIRE AUTH CA					
BODY STYLE: 138" ELIMINATOR 3/16" ALUMINUM					
CHASSIS MAKE & MODEL: FREIGHTLINER M2 106 4X2 2 DR					
WHEELBASE: 178					
NUMBER OF PERSONNEL: 2					
FRONT GVWR: 14700					
REAR GVWR: 30000					
TOTAL GVWR: 44700					
ITEM DESCRIPTION	ITEM DETAILS	ITEM WEIGHT	INCHES FORWARD OF REAR AXLE	WEIGHT ON FRONT AXLE	WEIGHT ON REAR AXLE
CHASSIS WEIGHT:		12327		7250	5077
PERSONNEL (DRIVER/OFFICER):	2	500	128	360	140
PERSONNEL (CREW REAR FACING):		0	0	0	0
PERSONNEL (CREW FORWARD FACING):		0	0	0	0
BUMPER EXTENSION:		200	227	255	-55
BUMPER STORAGE WELL:	1	125	227	159	-34
CAB EMS CABINET:				0	0
PUMP WEIGHT:		1800	90	910	890
CROSSLAYS:				0	0
SPEEDLAYS:				0	0
DECK GUN:				0	0
FRONT SUCTION:			178	0	0
REAR SUCTION:			0	0	0
FRONT DISCHARGES:	1	75	183	77	-2
REAR DISCHARGES:	1	100	0	0	100
TOP MOUNT PUMP PANEL:				0	0
REAR DIRECT TANK FILL:	2	50	-69	-19	69
HOSE REEL (INCLUDES HOSE):				0	0
WATER TANK (LOWER):	500	4450	4	100	4350
WATER TANK (UPPER):	1500	13350	21	1575	11775
FOAM TANK:	20	204	69	79	125
BODY WEIGHT:		3330	0	0	3330
EQUIPMENT ALLOWANCE:	L1/R1	500	50	140	360
	L2/R2	500	-50	-140	640
LOCKER COMPARTMENT:				0	0
REAR STEP COMPARTMENT:				0	0
SCBA CYLINDER COMPT.:			0	0	0
HOSEBED (GENERAL):				0	0
HOSEBED (5"):		0		0	0
HOSEBED (4"):		0		0	0

Page 2 of 2

SHIFT CHART



VEHICLE SPECIFICATIONS SUMMARY - SHIFT CHART

Model M2106
 Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Desired Cruise Speed (mph) 60.0
 Engine (101)..... CUM L9 350EV HP @ 2000 RPM, 2200 GOV RPM , 1000 LB/FT @ 1400 RPM
 RPM at Peak Torque 1400
 Governed RPM..... 2200



Transmission (342).....	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL	N/A
Gear Ratio: L	N/A
Gear Ratio: 1	3.49
Gear Ratio: 2	1.86
Gear Ratio: 3	1.41
Gear Ratio: 4	1
Gear Ratio: 5	0.75
Gear Ratio: 6	0.65
Gear Ratio: 7	N/A
Gear Ratio: 8	N/A
Gear Ratio: 9	N/A
Gear Ratio: 10	N/A
Gear Ratio: 11	N/A
Gear Ratio: 12	N/A
Gear Ratio: 13	N/A
Gear Ratio: 14	N/A
Gear Ratio: 15	N/A
Gear Ratio: 16	N/A
Gear Ratio: 17	N/A
Gear Ratio: 18	N/A
Auxiliary Transmission (352).....	NO AUXILIARY TRANSMISSION
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Transfer Case (373).....	NO TRANSFER CASE
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Rear Axle (420)	RS-25-160 27,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
Number of Speeds.....	1
Rear Axle Gear Ratio(s).....	5.63 REAR AXLE RATIO
Rear Tires (094)	MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
Revolutions per Mile	484

TABLE SUMMARY - SHIFT CHART

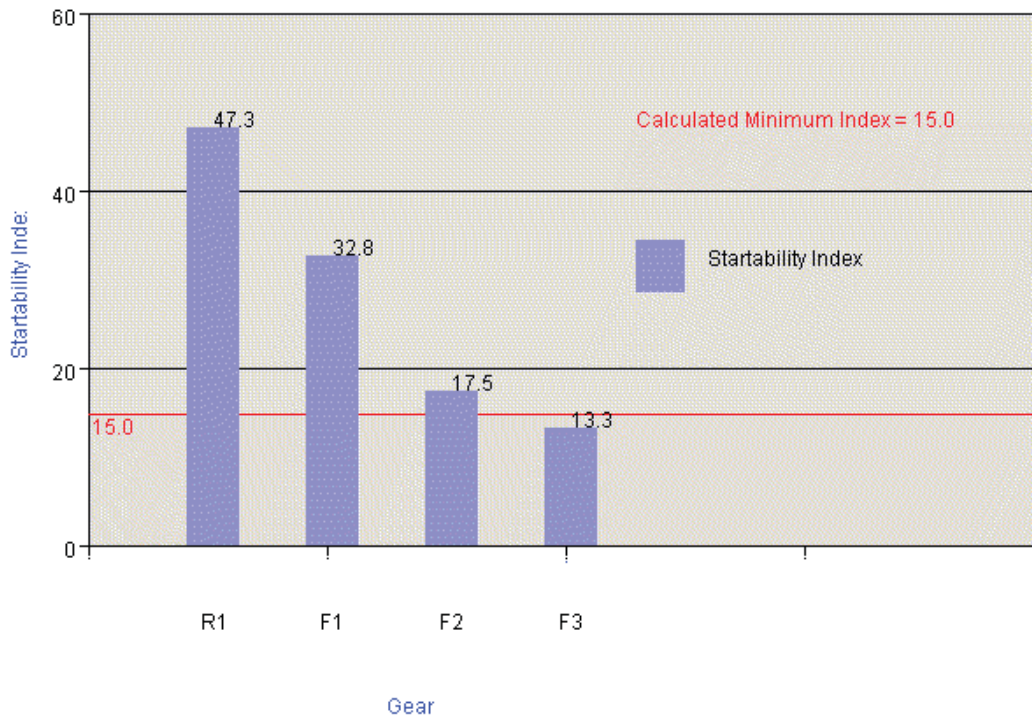


Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Percent Split	RPM After Shift	MPH at Peak Torque RPM	MPH at Governed
1	3.49	5.63	19.65	N/A	800	8.8	13.9
2	1.86	5.63	10.47	87.6	1172	16.6	26.0
3	1.41	5.63	7.94	31.9	1688	21.9	34.4
4	1.00	5.63	5.63	41.0	1580	30.6	48.4
5	0.75	5.63	4.22	33.3	1650	41.1	64.6

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



S T A R T A B I L I T Y



VEHICLE SPECIFICATIONS SUMMARY - STARTABILITY

Model	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	14000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs)	27000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs)	41000

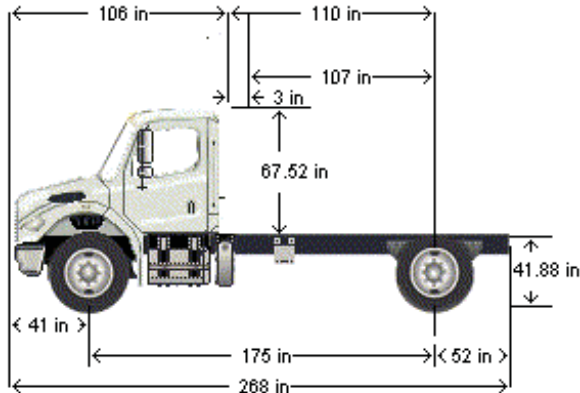


Expected GCW (lbs)	0.0
Engine (101).....	CUM L9 350EV HP @ 2000 RPM, 2200 GOV RPM , 1000 LB/FT @ 1400 RPM
Torque at Clutch Engagement (lbs-ft)	500
Transmission (342).....	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: Forward 1	3.49
Gear Ratio: Forward 2	1.86
Gear Ratio: Forward 3	1.41
Gear Ratio: Reverse 1	5.03
Gear Ratio: Reverse 2	N/A
Gear Ratio: Reverse 3	N/A
Auxiliary Transmission (352).....	NO AUXILIARY TRANSMISSION
Low Gear Ratio.....	N/A
High Gear Ratio	N/A
Transfer Case (373).....	NO TRANSFER CASE
Low Gear Ratio.....	N/A
High Gear Ratio	N/A
Rear Axle (420)	RS-25-160 27,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
Number of Speeds.....	1
Rear Axle Gear Ratio(s).....	5.63 REAR AXLE RATIO
Rear Tires (094)	MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
Revolutions per Mile	484
Vehicle Service (A85)	FIRE SERVICE
Startability Factor.....	7
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 CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE	
Startability Factor.....	0
Suggested Torque Converter Stall Ratio.....	2.02

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



D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106

Wheelbase (545) 4450MM (175 INCH) WHEELBASE

Rear Frame Overhang (552) 1325MM (52 INCH) REAR FRAME OVERHANG

Fifth Wheel (578) NO FIFTH WHEEL

 Mounting Location (577) 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) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

Sleeper (682) NO SLEEPER BOX/SLEEPER CAB

Exhaust System (016) RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

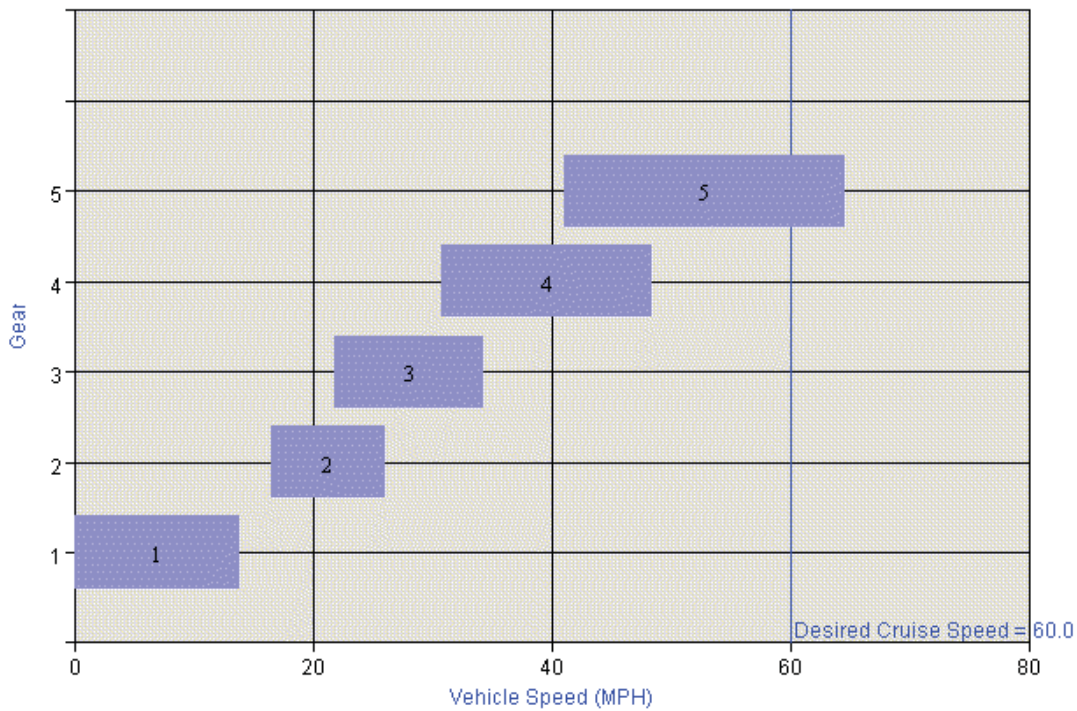


TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	109.6
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	106.6
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)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	161.8
Cab Height (CH)	67.5
Wheelbase (WB)	175.2
Frame Overhang (OH)	52.0
Overall Length (OAL)	268.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.9

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

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



VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE

Model	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph)	60.0
Engine (101).....	CUM L9 350EV HP @ 2000 RPM, 2200 GOV RPM , 1000 LB/FT @ 1400 RPM
RPM at Peak Torque	1400
Governed RPM.....	2200
Transmission (342).....	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION



Gear Ratio: LL	N/A
Gear Ratio: L	N/A
Gear Ratio: 1	3.49
Gear Ratio: 2	1.86
Gear Ratio: 3	1.41
Gear Ratio: 4	1
Gear Ratio: 5	0.75
Gear Ratio: 6	0.65
Gear Ratio: 7	N/A
Gear Ratio: 8	N/A
Gear Ratio: 9	N/A
Gear Ratio: 10	N/A
Gear Ratio: 11	N/A
Gear Ratio: 12	N/A
Gear Ratio: 13	N/A
Gear Ratio: 14	N/A
Gear Ratio: 15	N/A
Gear Ratio: 16	N/A
Gear Ratio: 17	N/A
Gear Ratio: 18	N/A
Auxiliary Transmission (352).....	NO AUXILIARY TRANSMISSION
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Transfer Case (373).....	NO TRANSFER CASE
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Rear Axle (420)	RS-25-160 27,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
Number of Speeds.....	1
Rear Axle Gear Ratio(s).....	5.63 REAR AXLE RATIO
Rear Tires (094)	MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
Revolutions per Mile	484

TABLE SUMMARY - OPERATING RANGE



Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1	3.49	5.63	19.65	0	13.9
2	1.86	5.63	10.47	16.6	26.0
3	1.41	5.63	7.94	21.9	34.4
4	1.00	5.63	5.63	30.8	48.4
5	0.75	5.63	4.22	41.1	64.6

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



G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model M2106
 Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Expected Front Axle(s) Load (lbs)..... 14000.0
 Expected Pusher Axle(s) Load (lbs)..... 0.0
 Expected Rear Axle(s) Load (lbs)..... 27000.0
 Expected Tag Axle(s) Load (lbs)..... 0.0
 Expected GVW (lbs)..... 41000
 Expected GCW (lbs)..... 0.0
 Front Axle (400)..... DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
 Front Suspension (620)..... 14,600# TAPERLEAF FRONT SUSPENSION
 Front Hubs (418)..... CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
 Front Disc Wheels (502)..... ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS
 Front Tires (093)..... MICHELIN XZE 12R22.5 16 PLY RADIAL FRONT TIRES
 Front Brakes (402)..... MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 Steering Gear (536)..... TRW TAS-85 POWER STEERING
 Rear Axle (420)..... RS-25-160 27,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
 Rear Suspension (622)..... 27,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD FOR FIRE/EMERGENCY SERVICE
 Rear Hubs (450)..... CONMET PRESET PLUS PREMIUM IRON REAR HUBS
 Rear Disc Wheels (505)..... ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS
 Rear Tires (094)..... MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
 Rear Brakes (423)..... MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES
 Pusher / Tag Axle (443)..... NO PUSHER OR TAG AXLE
 Pusher / Tag Suspension (626)..... NO PUSHER OR TAG SUSPENSION
 Pusher / Tag Hubs (449)..... NO PUSHER OR TAG HUBS
 Pusher/Tag Disc Wheels (509)..... NO PUSHER/TAG DISC WHEELS
 Pusher / Tag Tires (095)..... NO PUSHER/TAG TIRES
 Pusher / Tag Brakes (456)..... NO PUSHER/TAG BRAKES



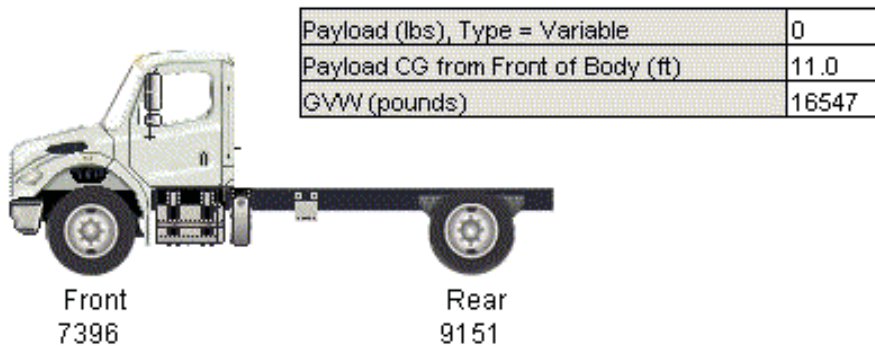
TABLE SUMMARY - GVWR

	Front	Rear
Axle Component Weight Ratings		
Axles	14700	27000
Suspension	14800	27000
Hubs	14700	27000
Brakes	14700	31500
Wheels	14800	29800
Tires	14780	27120
Power Steering	18000	N/A
GAWR (per axle)	14800	27000
GAWR (per axle system)	14800	27000
Expected Load (per axle system)	11000	27000
Vehicle GVWR Summary		
Calculated GVWR	41800	
Expected GVWR	41000	
All weights displayed in pounds		

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



TRUCK WEIGHT



VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	14000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs)	27000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs)	41000
Expected GCW (lbs)	0.0
Wheelbase (545)	4450MM (175 INCH) WHEELBASE
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Front Axle to Back of Cab (in).....	65.551
Cab to Body Clearance (in).....	3.0
Front Axle to Body (in)	68.551
Truck Configuration (AA3)	FIRE TANK/PUMPER - MAIN DRIVELINE DRIVEN SPLIT-SHAFT PTO/PUMP
Body Length (ft)	22.0
Body Weight (lbs)	3600.0
Body Horiz CG from Body Front (ft)	11.0
Body Front to Rear Axle(s) CL (ft).....	8.89



Driver Weight (lbs)..... 500.0
 Driver Horizontal CG from Front Axle (in)..... 46.302
 Left-Hand Fuel Tank (204)..... 50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
 Left Fuel Tank Horizontal CG (in)..... 45.8655
 Right-Hand Fuel Tank (206) NO RH FUEL TANK
 Right Fuel Tank Horizontal CG (in) 0

TABLE SUMMARY - TRUCK WEIGHT

Item	Front(s)	Rear(s)	Total
Chassis Tare	7250	4783	12033
Fuel / Oil	299	115	414
Driver	368	132	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	-521	4121	3600
Truck Tare Weight	7398	9151	16547
Payload Total	0	0	0
Calculated Axle Loads	7398	9151	16547
Expected Axle Loads / GVW	14000	27000	41000
GAWR / GVWR	14600	27000	41600
Payload CG From Front of Body		11 feet	
Payload CG From Front Axle		16.7 feet	
Payload Distribution		Variable	
All weights displayed in pounds			



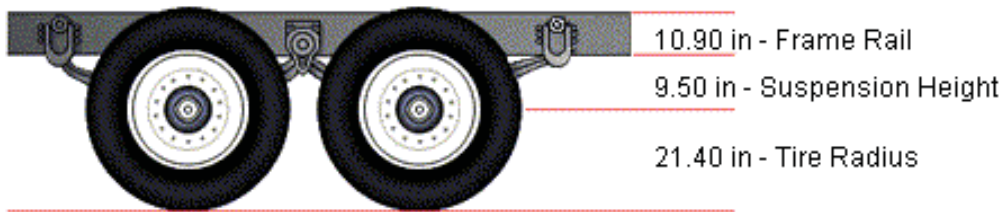
Item	Front(s)	Rear(s)	Total
Chassis Tare	7250	4783	12033
Fuel / Oil	299	115	414
Driver	368	132	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	-521	4121	3600
Truck Tare Weight	7396	9151	16547
Payload Total	0	0	0
Calculated Axle Loads	7396	9151	16547
Expected Axle Loads / GVW	14000	27000	41000
GAWR / GVWR	14000	27000	41000
Payload CG From Front of Body		11 feet	
Payload CG From Front Axle		18.7 feet	
Payload Distribution		Variable	
All weights displayed in pounds			

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



UNLADEN FRAME HEIGHT

Unladen Height	Requested	Calculated
Frame (in)	N/A	41.90



VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

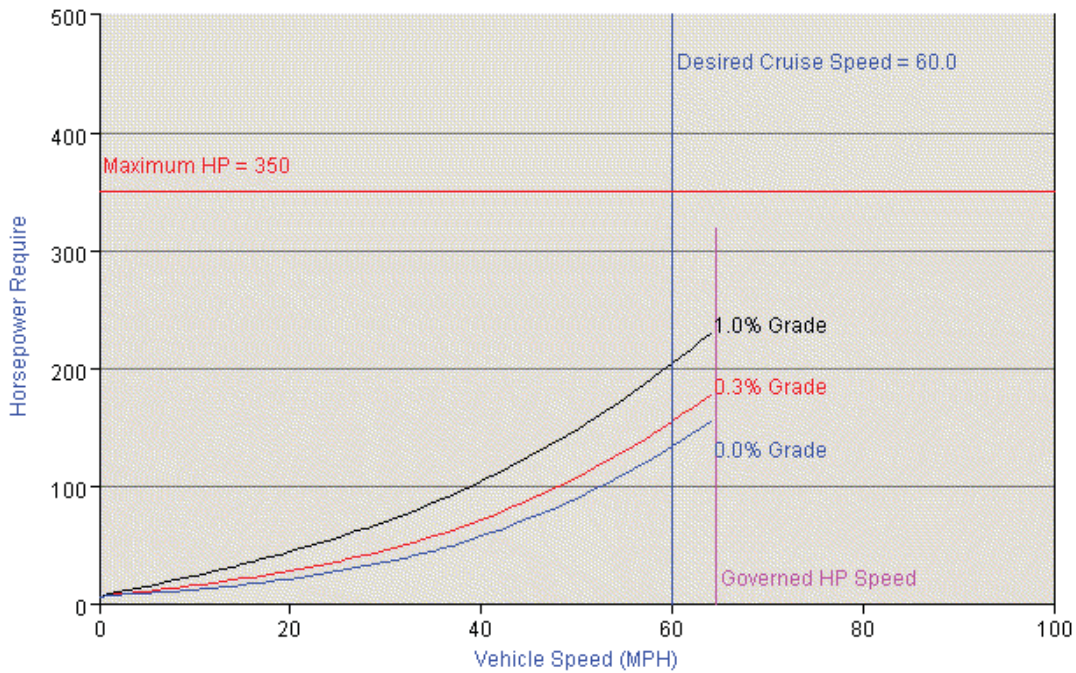
Model	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Frame Rails (546).....	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)
Web Height (in).....	10.9375
Flange Thickness (in).....	0.34375
Rear Suspension (622).....	27,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD FOR FIRE/EMERGENCY SERVICE
Rear Suspension Ride Height (621).....	SPRING SUSPENSION - NO AXLE SPACERS
Axle C/L to Bottom of Frame (in).....	9.546
Rear Tires (094)	MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
Unladen Radius (in)	21.4
Fifth Wheel (578)	NO FIFTH WHEEL
Requested Min Height (in)	0.0
Requested Max Height (in)	1
Fifth Wheel Leg Height (582)	NO FIFTH WHEEL LEG HEIGHT
Rear Tow Device (587).....	NO REAR TOWING DEVICE
Requested Min Height (in)	0.0
Requested Max Height (in)	0.0



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



S P E E D A B I L I T Y



VEHICLE SPECIFICATIONS SUMMARY - SPEEDABILITY

Model	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph)	60.0
Expected Front Axle(s) Load (lbs).....	14000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs)	27000.0
Expected Tag Axle(s) Load (lbs).....	0.0



Expected GVW (lbs)	41000
Expected GCW (lbs)	0.0
Engine (101).....	CUM L9 350EV HP @ 2000 RPM, 2200 GOV RPM , 1000 LB/FT @ 1400 RPM
Governed RPM.....	2200
HP at Governed RPM	320
RPM at Max HP	2000
Max HP	350
HP at Governed RPM (High Torque).....	320
RPM at Max HP (High Torque)	2000
Max HP (High Torque).....	350
Multi-torque.....	NO
Transmission (342).....	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Rear Axle (420)	RS-25-160 27,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
Number of Speeds.....	1
Rear Axle Gear Ratio(s).....	5.63 REAR AXLE RATIO
Rear Tires (094)	MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
Revolutions per Mile	484
Trailer Width (in)	0.0
Trailer Height (ground to top) (ft).....	10.0
Body Width (in).....	96.0
Body Height (ground to top) (ft).....	10.0
Roof Mounted Aero Device (784).....	NO AIR SHIELD OR BRACKETS
Road Surface (AB5). SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE	
Auxiliary Transmission (352).....	NO AUXILIARY TRANSMISSION
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

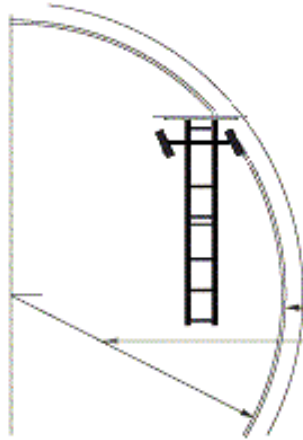


Top Gear Speedability	At Max Power Speed	At Desired Cruise Speed
Top Gear Vehicle Speed (mph)	58.7	60.0
Engine RPM	2000	2044
Gross Power Available (HP)	350	N/A
Power (HP) Required for:		
Level Road	128	134
0.3% Grade	148	155
1.0% Grade	196	204
*Blue background represents value input by user.		

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



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)	51.7	+/- 3.0
Curb to Curb Diameter (ft)	50.1	+/- 3.0
Turning Radius (ft)	24.6	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

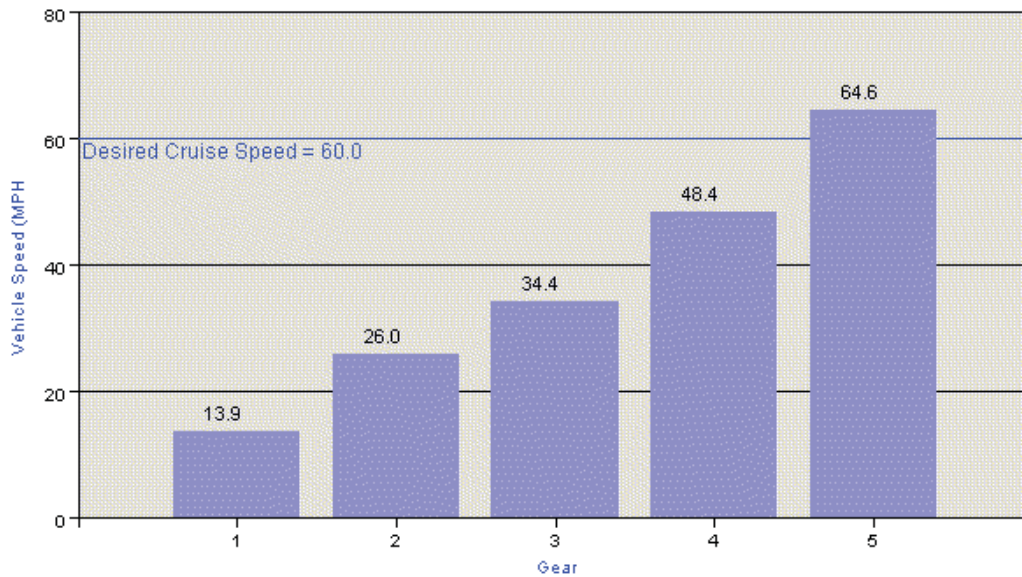
Model	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545)	4450MM (175 INCH) WHEELBASE
Front Tires (093).....	MICHELIN XZE 12R22.5 16 PLY RADIAL FRONT TIRES
Width (in)	11.4
Front Axle (400).....	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in)	71.5
Bumper (556)	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
Width (in)	93.5
Bumper Miter to Front Axle (in)	21.458
Primary Steering Location (003)	LH PRIMARY STEERING LOCATION
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Dual Steering Gear	NONE
Ram	NONE
Rear Axle (420)	RS-25-160 27,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
Axle Spacing (624)	NO AXLE SPACING



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



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



Rear Axle Ratio = 5.63

Engine RPM = 2200

VEHICLE SPECIFICATIONS SUMMARY - OPERATING SPEED

Model	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Top Speed (mph).....	64.6
Engine RPM	2200.0
Desired Cruise Speed (mph)	60.0
Engine (101).....	CUM L9 350EV HP @ 2000 RPM, 2200 GOV RPM , 1000 LB/FT @ 1400 RPM
Governed RPM.....	2200



Transmission (342)..... ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION
 Rear Axle (420) RS-25-160 27,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
 Number of Speeds..... 1
 Rear Axle Gear Ratio(s).....5.63 REAR AXLE RATIO
 Rear Tires (094) MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
 Revolutions per Mile484
 Auxiliary Transmission (352)..... NO AUXILIARY TRANSMISSION
 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

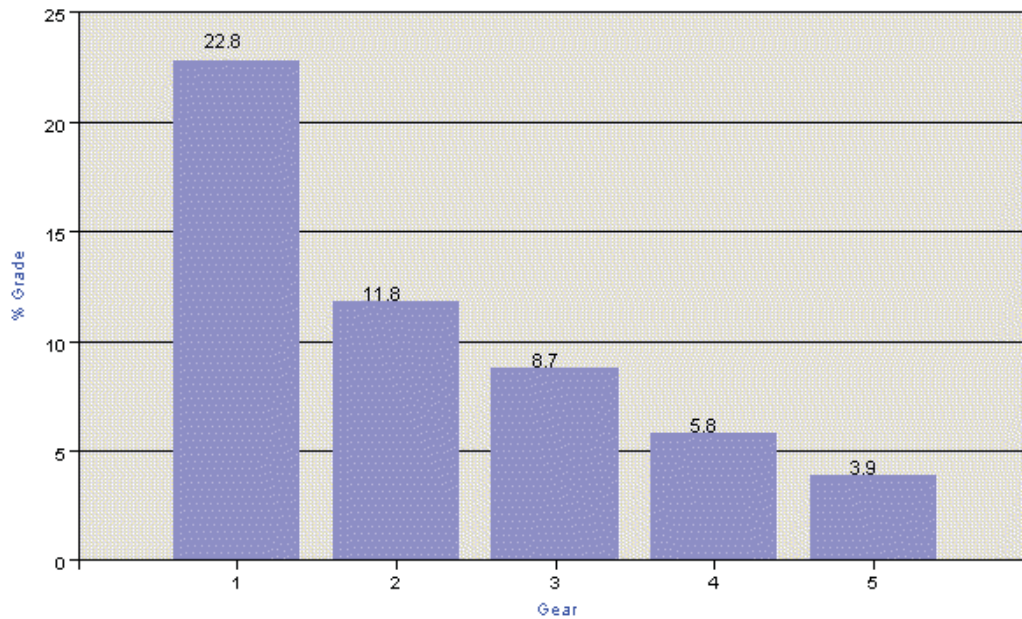
TABLE SUMMARY - OPERATING SPEED

Transmission Gear	Transmission Gear Ratio	Overall Gear Ratio	Vehicle Speed (MPH)
1	3.49	19.05	13.9
2	1.88	10.47	26.0
3	1.41	7.94	34.4
4	1.00	5.63	48.4
5	0.75	4.22	64.6
Desired Cruise Speed (mph)			60.0
Engine RPM			2200
Rear Axle Ratio			5.63
*Blue background represents value input by user.			

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



GRADEABILITY



Desired Gradeability at Peak Torque = 0.5

VEHICLE SPECIFICATIONS SUMMARY - GRADEABILITY

Model	M2106
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)	60.0
Expected Front Axle(s) Load (lbs).....	14000.0
Expected Pusher Axle(s) Load (lbs).....	0.0



Expected Rear Axle(s) Load (lbs)	27000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	41000
Expected GCW (lbs)	0.0
Engine (101)	CUM L9 350EV HP @ 2000 RPM, 2200 GOV RPM , 1000 LB/FT @ 1400 RPM
Peak Torque (lbs-ft)	1000
RPM at Peak Torque	1400
Peak Torque (Multi-torque High) (lbs-ft)	1000
RPM at Peak Torque (Multi-torque High)	1400
Multi-torque	NO
Transmission (342)	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Rear Axle (420)	RS-25-160 27,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
Number of Speeds	1
Rear Axle Gear Ratio(s)	5.63 REAR AXLE RATIO
Rear Tires (094)	MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
Revolutions per Mile	484
Trailer Width (in)	0.0
Trailer Height (ground to top) (ft)	10.0
Body Width (in)	96.0
Body Height (ground to top) (ft)	10.0
Roof Mounted Aero Device (784)	NO AIR SHIELD OR BRACKETS
Road Surface (AB5). SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE	
Auxiliary Transmission (352)	NO AUXILIARY TRANSMISSION
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
Trailer Configuration (AA2)	NO TRAILER SPECIFIED

TABLE SUMMARY - GRADEABILITY



Transmission Gear	Transmission Gear Ratio	Overall Gear Ratio	Vehicle Speed (MPH)	HP Available for Grade	Max Grade (%)
1	3.49	19.85	8.8	220.1	22.8
2	1.86	10.47	16.6	214.3	11.8
3	1.41	7.94	21.9	209.0	8.7
4	1.00	5.83	30.8	196.4	5.8
5	0.75	4.22	41.1	174.8	3.9
Desired Gradeability at Peak Torque			0.5		
Rear Axle Ratio			5.63		
Gross HP Available at Peak Torque			286		
RPM at Peak Torque			1400		
*Blue background represents value input by user.					

Transmission Gear	Transmission Gear Ratio	Overall Gear Ratio	Vehicle Speed (MPH)	HP Available for Grade	Max Grade (%)
1	3.49	19.86	12.9	262.4	18.6
2	1.88	10.47	24.2	251.2	9.5
3	1.41	7.94	31.9	230.6	6.9
4	1.00	5.83	45.0	209.3	4.3
5	0.75	4.22	60.0	163.8	2.3
Desired Gradeability at Cruise Speed			0.3		
Desired Cruise Speed			60.0		
Rear Axle Ratio			5.63		
Gross HP Available at Cruise Speed			347		
RPM at Cruise Speed			2043		
*Blue background represents value input by user.					

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



F R A M E R B M

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545)4450MM (175 INCH) WHEELBASE
 Frame Rails (546)..... 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)
 Yield Strength (psi) 120000
 Section Modulus (per rail) (cu in) 16.979
 RBM (per rail) (lbf-in) 2037600
 Inner Frame Reinforcement (547)..... 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
 Outer Frame Reinforcement (548)..... NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	4450MM (175 INCH) WHEELBASE
Frame	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
Inner Frame Reinforcement	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
Outer Frame Reinforcement:	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	26.80
Frame RBM - per rail (lbf-in)	3217200

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





KME FIRE APPARATUS

Water Tender Apparatus

For

Orange County Fire Authority

January 14, 2019

OVERALL APPARATUS LENGTH - NOT TO EXCEED 324"

OVERALL APPARATUS WIDTH - NOT TO EXCEED 108" ; BODY NOT TO EXCEED 96"

WHEELBASE - NOT TO EXCEED 196"

MINIMUM FRONT G.A.W.R. - 14,000 LBS

MINIMUM REAR G.A.W.R. - 23,000 LBS

MINIMUM TOTAL G.A.W.R. - 37,000 LBS

PROPOSED BY - KME FIRE APPARATUS - CALIFORNIA

KME Fire Apparatus is pleased to offer the proposed vehicle to meet the intent of the fire department specifications.

KME Fire Apparatus is a leading manufacturer in custom and commercial fire fighting vehicles.

Questions or concerns pertaining to this proposal can be answered by contacting the following KME personnel:

KME Fire Apparatus
4725 Troy Ct.
Jurupa Valley, CA 91761
Phone: (800) 328-1033 / (909) 937-3326
E-mail: bgomez@kmeffire.com

COMPLETION INFORMATION

The contractor shall supply, at the time of delivery, at least one (1) copy of the following documents.

The manufacturer's record of apparatus construction details, including the following information:

- Owners name and address
- Apparatus manufacturer, model and serial number
- Chassis make, model and serial number
- Front tire size and total rated capacity in pounds
- Rear tire size and total rated capacity in pounds
- Chassis weight distribution in pounds with water and manufacturer mounted equipment, front and rear
- Engine make, model, serial number, rated horsepower, rated speed and governed speed

- Type of fuels and fuel tank capacity
- Electrical system voltage and alternator output in amps.
- Battery make, model and total capacity in cold crank amps (CCA)
- Transmission make, model, and serial number. If so equipped chassis transmission PTO(s) make, model and gear ratio
- Pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Pump transmission make, model, serial number and gear ratio
- Auxiliary pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Water tank certified capacity in gallons or liters
- Paint manufacturer and paint number(s)
- Company name and signature of responsible company representative
- Certification of slip resistance of all stepping, standing and walking surfaces.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturer's certification of suction capability.

If the apparatus has a fire pump or an industrial supply pump, a copy of the apparatus manufacturer's approval for stationary pumping applications.

If the apparatus has a fire pump or an industrial supply pump, the engine manufacturers certified brake horsepower curve for the engine furnished, showing the maximum governed speed.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturer's certification of hydrostatic test.

If the apparatus has a fire pump or an industrial supply pump, the Underwriters Laboratory certification of inspection and test for the fire pump (if applicable).

If the apparatus has an aerial device the Underwriters Laboratory certification of inspection and test for the aerial device.

If the apparatus has an aerial device, all the technical information required for inspections to comply with NFPA 1911, Standards for Testing Fire Department Aerial Devices.

If the apparatus has a fixed line voltage power source, the certification of the test for the fixed power source (if applicable).

If the apparatus is equipped with an air system, test results of the air quality, the SCBA fill station, and the air system installation.

Weight documents from certified scale - showing actual loading on the front axle, rear axle(s) and overall vehicle (with the water tank full but without personnel, equipment and hose) shall be supplied with the complete vehicle to determine compliance with NFPA-1901.

Written load analysis and results of electrical performance tests.

If the apparatus is equipped with a water tank, the certification of water tank capacity by the tank manufacturer.

FMVSS REQUIREMENT

The chassis shall be certified by the apparatus manufacturer as conforming to all applicable Federal Motor Vehicle Safety Standards in effect at the date of contract.

This shall be attested to by the attachment of a FMVSS certification label on the vehicle by the contractor who shall be recognized as the responsible final manufacturer.

RECORDS

The successful bidder shall be responsible for preparing and maintaining a record file of parts and assemblies used to manufacture the apparatus.

These records shall be maintained in the factory of the bidder for a minimum of twenty (20) years.

File shall contain copies of any and all reported deficiencies, all replacement parts required to maintain the apparatus, and original purchase documents including specifications, contract, invoices, incomplete chassis certificates, quality control reports and final delivery acceptance documents.

The {Company} shall have access to any and all documents contained in this file upon official written request.

GENERAL CONSTRUCTION

The complete apparatus, assemblies, subassemblies, component parts, etc., shall be designed and constructed with the due consideration to the nature and distribution of the load to be sustained and to the general character of the service to which the apparatus is to be subject.

All parts of the apparatus shall be designed with a factor of safety, which is equal to or greater than that which is considered standard and acceptable for this class of equipment in fire fighting service.

All parts of the apparatus shall be strong enough to withstand general service under full load.

The apparatus shall be so designed that the various parts and readily accessible for lubrication, inspection, adjustment and repair.

Bidder's specifications must meet minimum requirements of N.F.P.A. Pamphlet #1901; Underwriters Laboratories, Inc.; and all State and Federal Department of Transportation vehicle regulations at time of sale of unit.

The apparatus shall be designed and constructed, and the equipment so mounted, with due consideration to distribution of the load between front and rear axles that all specified equipment, including a full complement of specified ground ladders, full water tank, loose equipment, and firefighters shall be carried without overloading or injuring the apparatus.

SINGLE LINE RESPONSIBILITY

KME is a true "sole source" manufacturer.

KME engineers, designs, manufactures, builds and paints our own fire apparatus cab, chassis, body, aerial devices and electrical systems.

All work is done in KME owned and operated manufacturing facilities by KME direct employees.

This capability provides consistent design and manufacturing procedures that will reduce warranty issues and provide ease in parts replacement.

PRODUCT LIABILITY

Each bidder shall supply proof of product liability and facility insurance equal to or exceeding \$30,000,000.00.

This shall be provided as part of the proposal. There will be no exceptions.

PAINT CERTIFICATION

The finish paint shall be certified by the apparatus manufacturer as conforming to all applicable Commercial Vehicle Paint Standards in effect at the date of contract.

This shall be attested to by the attachment of a Sikkens certification.

PROPOSED SERVICE BY - KME FIRE APPARATUS - CALIFORNIA

SERVICE CENTER AND PARTS DEPOT

KME Fire Apparatus

FACTORY BRANCH - CALIFORNIA

KME APPARATUS SERVICE STATEMENT

The proposed KME Fire Apparatus vehicle is offered with complete single-source service performed by the regional KME factory service center.

Service is provided by:

KME Fire Apparatus
4725 Troy Ct.
Jurupa Valley, CA 91761
Phone: (800) 328-1033 / (909) 937-3326
Email: bgomez@kmeffire.com
John Whitney - Service Manager

Service Center Capabilities:

- KME Fire Apparatus in Ontario, CA. celebrates fourteen (14) years of operation and employs twenty (20) people. The factory owned operation employs nine (9) full-time service mechanics two (2) certified paint and body technicians and two (2) fabrication technicians to handle any service-related issues or operational improvements that you may desire.
- KME Fire Apparatus employees EVTCC and ASE certified technicians, along with PPG and DuPont certified body shop technicians.
- KME Fire Apparatus operates five (5) mobile service trucks that offer In-Station Service repairs to your apparatus when needed. We also have towing available should your unit need to travel to our service facility.
- KME Fire Apparatus offers a twenty-four (24) hour service plan in which assigned service personnel carry pagers; one (1) man is always on call to handle any truck that is down and out of service.

KME Fire Apparatus offers:

- Sheet metal repair and fabrication
- Pump and electrical repair
- Aerial ladder service and repair
- Booster tank repair and replacement
- Minor or major refurbishment capabilities
- Mobile pump testing at your facility

KME Fire Apparatus offers factory authorized service and repairs to all makes of fire apparatus equipped with Hale, Waterous and Darley Pumps.

KME Fire Apparatus has the largest inventory of apparatus parts in Southern California and offers quick turn-around parts delivery when your unit is down. We also offer a large loose goods line and apparel to service the fire industry.

KME Fire Apparatus contact information, of proud service professionals.

Service Contacts - (909) 937-3326

John Whitney - Branch Manager

Parts and Loose Goods Sales - (909) 937-3326

Matthew Groth – Part Sales Manager

KME Fire Apparatus employees are protected by Workman's Compensation Insurance.

A 1 Million Dollar Garage Keepers Liability Insurance Coverage and a 25 Million Dollar Product Liability Insurance Policy protect your fire department and your fire department equipment.

PRICES & PAYMENTS

The bid price will be F.O.B. Destination, on a delivered and accepted basis at the Fire Department.

Total price on KME's proposal sheet will include all items listed in these specifications.

KME has computed pricing less federal and state taxes. It is understood that any applicable taxes will be added to the proposed prices, unless the purchaser furnishes appropriate tax-exempt forms.

FAIR ETHICAL & LEGAL COMPETITION

In order to ensure fair, ethical, and legal competition, neither original equipment manufacturer (OEM) nor parent company of the OEM shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

There will be no exceptions.

MATERIAL & WORKMANSHIP

All equipment furnished shall be guaranteed to be new and of current manufacture, to meet all requirements of these specifications.

All workmanship shall be of high quality and accomplished in a professional manner so as to insure a functional apparatus with a pleasing, aesthetic appearance.

CONTRACT ADMINISTRATOR

The successful bidder shall designate a contract administrator to provide a single point interface between the purchaser and the contractor on all matters concerning the contract.

APPROVAL DRAWING

A detailed drawing of the apparatus shall be provided to the purchaser for approval before construction begins. A copy of this drawing shall also be provided to the manufacturer's representative. Upon purchaser's approval, the finalized drawing shall become a part of the total contract.

The drawing shall show, but is not limited to, such items as the chassis make and model, major components, location of lights, sirens, all compartment locations and dimensions, special suction, discharges, etc. The drawing shall be a visual interpretation of the apparatus as it is to be supplied.

INSPECTION TRIPS (3)

The successful bidder shall provide three (3) factory inspection trips to the apparatus manufacturer's facility.

Transportation, meals, lodging, and other requisite expenses shall be the bidder's responsibility.

ACCOMMODATIONS FOR THREE (3) FIRE DEPARTMENT PERSONNEL

Accommodations shall be for three (3) Fire Department representatives per trip.

The factory visits shall occur at the following stages of production of the apparatus:

TRIP ONE (1) AT PRE CONSTRUCTION

Pre-construction / blueprint review.

TRIP TWO (2) AT MID-POINT COMPLETION

Midpoint completion of entire apparatus.

TRIP THREE (3) AT FINAL COMPLETION

Final inspection upon completion.

AIR TRANSPORTATION (1000 MILES OR MORE)

Travel arrangements more than 1000 miles from the manufacturing facility shall be via commercial airline transportation.

The {Company} maintains the right to inspect the apparatus, within normal business hours, at any other point during construction.

Expenses incurred during non-specified inspection visits shall be the responsibility of the {Company}.

During inspection visits, the {Company} reserves the right to conduct actual performance tests to evaluate completed portions of the unit.

Testing shall be accomplished with the assistance and resources of the contractor.

DELIVERY

Delivery of the apparatus to the {Company} shall remain the bidder's responsibility.

On initial delivery of the fire apparatus, a qualified and responsible representative of the contractor shall demonstrate the apparatus and provide initial instruction to representatives of the customer regarding the operation, care, and maintenance of the apparatus and equipment supplied.

INSTRUCTION MANUALS - TWO (2) SETS - USB/CD

In accordance with standard commercial practices, applicable to each vehicle (including body and special equipment) furnished under the contract, the following listed manuals and schematics, in the quantity specified, shall be provided at time of delivery of each vehicle.

The contractor shall supply at time of delivery, two (2) USB/CD copies of a complete operation and service manual covering the complete apparatus as delivered and accepted.

The manual shall contain the following:

- Descriptions, specifications, and ratings of chassis, pump (if applicable), and aerial device.
- Wiring diagrams.
- Lubrication charts.
- Operating instructions for the chassis, any major components such as a pump and any auxiliary systems.
- Instructions regarding the frequency and procedures recommended for maintenance.
- Parts replacement information.

INSTRUCTION MANUALS - COMMERCIAL CHASSIS - TWO (2) SETS - PAPER

In accordance with standard commercial practices, applicable to each vehicle (including body and special equipment) furnished under the contract, the following listed manuals and schematics, in the quantity specified, shall be provided at time of delivery of each vehicle.

The contractor shall supply at time of delivery, two (2) sets, paper copies of a complete operation and service manual covering the complete apparatus as delivered and accepted.

The manual shall contain the following:

- Descriptions, specifications, and ratings of chassis, pump (if applicable), and aerial device.

- Wiring diagrams.
- Lubrication charts.
- Operating instructions for the chassis, any major components such as a pump and any auxiliary systems.
- Instructions regarding the frequency and procedures recommended for maintenance.
- Parts replacement information.

AS-BUILT WIRING SCHEMATICS

In accordance with standard commercial practices, the manufacturer shall supply two (2) copies of "AS BUILT" wiring schematics/diagrams for the entire vehicle at the time of delivery.

AS-BUILT PLUMBING SCHEMATICS

In accordance with standard commercial practices, the manufacturer shall supply two (2) copies of "AS BUILT" plumbing schematics/diagrams for the pumping system at the time of delivery.

VEHICLE FLUID PLATE

As required by NFPA-1901, the contractor shall affix a permanent plate in the driver's compartment specifying the quantity and type of the following fluids used in the vehicle:

A permanent plate in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid
- Pump primer fluid
- Drive axle(s) lubrication fluid
- Air-conditioning refrigerant
- Air-conditioning lubrication oil
- Power steering fluid
- Cab tilt mechanism
- Transfer case fluid
- Equipment rack fluid
- Air compressor system lubricant
- Generator system lubricant
- Aerial systems

PRE-DELIVERY SERVICE

After transportation from the factory and immediately prior to delivery to the fire department, the apparatus shall receive a pre-delivery service consisting of: engine oil & filter change, chassis lubrication, fuel filter(s) changed, adjustment of engine to manufacturers specifications, complete inspection including all electrical and mechanical devices, for proper operation and correction of leaks or obvious problems.

UNIT BUILT AT HEADQUARTERS

In order to insure top quality construction, maximum assembly line and engineering communication and the highest level of manufacturing supervision the entire apparatus shall be built at the bidders' primary (headquarters) manufacturing facility.

Apparatus constructed at satellite plants will not be considered.

EXACT BLUEPRINT WITH BID

A scale drawing of the specific apparatus being proposed shall be submitted WITH THE BID.

Drawings of similar units or demo units shall not be permitted.

Bidders should be clear that this provision is requiring a SCALE drawing of the truck which is actually being bid.

The drawing shall be done at the manufacturer's facility by the manufacturer's engineering department in order to guarantee the accuracy of the drawing.

Failure to comply with this requirement shall be grounds for rejection of the bid!

BODY CONSTRUCTION LIMITATIONS

Apparatus bodies which are either bolted together or make excessive use of adhesives shall not be considered.

Similarly, body construction techniques which rely upon space consuming extrusions for structural support shall not be permitted.

FAMA MEMBERSHIP

The apparatus manufacturer must be a current member of the Fire Apparatus Manufacturer's Association (FAMA).

MANUFACTURED IN UNITED STATES

The entire apparatus shall be assembled within the borders of the Continental United States to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service.

ISO REQUIREMENT

The manufacturer shall operate a Quality Management System that is certified to ISO 9001 by an organization that is accredited by the ANSI-ASQ National Accreditation Board (ANAB).

This type of business management system shall allow the manufacturer to monitor processes to ensure they are effective; keep adequate records; check output for defects, with appropriate and corrective action where necessary; regularly review individual processes and the quality system itself for effectiveness; and facilitate continual improvement.

A copy of the registration certificate must be included in the proposal, NO EXCEPTIONS.

AMP DRAW REPORT

The bidder shall provide with their bid proposal and at the time of delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

A written load analysis, which shall include the following:

- The rating of the alternator.
- The minimum continuous load of each component that is specified per: Applicable NFPA-1901.
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

All of the above listed items shall be provided by the bidder per the applicable NFPA-1901.

TURNING RADIUS REPORT REQUIRED

The Bid Proposal shall include a drawing of 11" x 17" showing the apparatus turning radius, wheel/tires and front bumper sweep radius with the specified front extension. No Exception.

COOPERATIVE PURCHASING

The Manufacturer shall be pleased to allow other public agencies to use the purchase agreement resulting from this invitation to bid unless the bidder expressly notes on the proposal form that prices are not available for tag-on.

The condition of such use by other agencies shall be that any such agency must make and pursue contact, purchase order/contract, and all contractual remedies with the successful bidder.

Such tag-ons shall be done so that the original purchasing agency has no responsibility for performance by either the manufacturer or the agency using the contract.

SPECIAL TESTING REQUIRED - SPO

The manufacturer shall perform specified testing.

Results of the testing shall be provided to the customer at delivery.

VEHICLE DATA PLATE DESCRIPTION

The following safety signs shall be provided in the cab:

- A label displaying the maximum number of personnel the vehicle is designed to carry shall be visible to the driver.
- "Occupants will be seated and belted when apparatus is in motion" signs shall be visible from each seat.
- "Do Not Move Apparatus When Light Is On" sign adjacent to the warning light indicating a hazard if the apparatus is moved (as described in subsequent section).
- A label displaying the height, length, and GVWR of the vehicle shall be visible to driver.
- This label shall indicate that the fire department will revise the dimension if vehicle height changes while vehicle is in service.

The following information shall be on labels affixed to the vehicle:

Fluid Data

- Engine Oil
- Engine Coolant
- Chassis Transmission Fluid
- Pump Transmission Lubrication Fluid
- Pump Primer Fluid (if applicable)
- Drive Axle(s) Lubrication Fluid
- Air Conditioning Refrigerant
- Air Conditioning Lubrication Oil
- Power Steering Fluid
- Cab Tilt Mechanism Fluid
- Transfer Case Fluid (if applicable)
- Equipment Rack Fluid (if applicable)
- Air Compressor System Lubricant

- Generator System Lubricant (if applicable)
- Front Tire Cold Pressure
- Rear Tire Cold Pressure
- Aerial Hydraulic Fluid (if applicable)
- Maximum Tire Speed Rating

Chassis Data

- Chassis Manufacturer
- Production Number
- Year Built
- Month Manufactured
- Vehicle Identification Number

Manufacturers weight certification:

- Gross Vehicle (or Combination) Weight Rating (GVWR or GCWR)
- Gross Axle Weight Rating, Front
- Gross Axle Weight Rating, Rear

KME WARRANTY, STARTING ON DELIVERY DATE

Warranty coverage by KME will begin on the date of delivery to the customer.

TILT TABLE TEST

One (1) completed vehicle shall be tested to the NFPA 1906 tilt angle with full load inside and full tank of fuel and all other NFPA weight requirements shall be tested and recorded and produced in a report to OCFA upon or before delivery.

!!! CRITICAL OVERALL HEIGHT REQUIREMENT !!! - "YES" - NOT TO EXCEED 108" OR TOP OF LIGHT BAR ON CAB ROOF

This vehicle has a critical overall height restriction requirement due to fire station door height or obstruction within the fire department/district.

Maximum overall height of vehicle in the unloaded configuration cannot exceed: 108" (inches).

!!! CRITICAL OVERALL LENGTH REQUIREMENT !!! - "YES" - NOT TO EXCEED 324"

This vehicle has a critical overall length restriction requirement due to fire station length or obstruction within the fire department/district.

Maximum overall length of vehicle cannot exceed: 324" (inches).

GENERAL INFORMATION - NFPA 1906

The proposed apparatus will be constructed to withstand the severe and continuous use encountered during emergency fire fighting services. The apparatus will be of the latest type, carefully designed and constructed with due consideration to the nature and distribution of the load to be sustained.

This proposal details the general design criteria of cab and chassis components, fire pump and related components (if applicable), water tank (if applicable), fire body, electrical components, painting, and equipment.

All items of these proposal specifications will conform to the fullest extent possible with the National Fire Protection Association Pamphlet No. 1906, latest edition, except as noted in the Statement-of-Exceptions.

KME will furnish satisfactory evidence of our ability to construct, supply service parts and technical assistance for the apparatus specified.

NFPA TREADPLATE CERTIFICATION

All stepping, standing, and walking surfaces on the body shall meet NFPA #1901 anti-slip standards.

Aluminum tread plate utilized for stepping, standing, and walking surfaces shall be Alcoa No-Slip type.

This material shall be a minimum 3/16 (0.1875") in thickness.

Upon request by the purchaser, the manufacturer shall supply proof of compliance with this requirement.

All vertical surfaces on the body, which incorporate aluminum tread plate material, will utilize the same material pattern to provide a consistent overall appearance.

SAFETY SIGNS (NFPA REQUIRED)

Safety sign(s) shall be located on the vehicle at the rear step, and at any cross walkway(s), to warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.

UL TESTING

If required by the specific chapters of NFPA-1901, the proposed unit shall be tested and certified by Underwriters Laboratories Inc.

(UL) Underwriters Laboratories Inc. (UL) is recognized worldwide as a leading third party product safety certification organization for over 100 years.

UL has served on National Fire Protection Association (NFPA) technical committees for over thirty years.

UL is a nationally recognized testing laboratory recognized by OSHA.

UL complies with the American Society for Testing and Materials (ASTM) Standard ASTM E543 "Determining the Qualifications for Nondestructive Testing Agencies."

UL has more than 40 years of automotive fire apparatus safety testing experience and 16 years of factory aerial device testing and Certification experience.

UL has more than 100 years of experience developing and implementing product safety standards.

UL does not represent, is not associated with, nor is in the manufacture or repair of automotive fire apparatus.

All test work for fire pumps outlined in NFPA 1901, Edition shall be conducted.

UL has included a list of all factory aerial device manufacturers for whom testing is currently being conducted on a regular basis.

UL carries ten million dollars in excess liability insurance for bodily injury and property damage combined.

UL provides the manufacturer a complete written examination and test report for each inspection performed at the manufacturer's facility.

This report specifies the points of inspection and results of such examinations and tests.

The UL inspectors performing the test work on the units are certified to Level II in the required NDT methods, under the requirements outlined in ASNT document CP-189.

The actual person(s) performing the inspection shall present for review proof of Level II Certification in the required NDT methods.

The apparatus manufacturer shall designate, in writing, who is qualified to witness and certify these test results.

Prior to submittal to the automotive fire apparatus manufacturer, the final Report shall be reviewed by the Supervisor of Fire Equipment Services and a Registered Professional Engineer, both of whom are directly involved with the aerial device certification program at UL.

When the unit successfully meets all the requirements outlined in NFPA 1901, 2016 Edition, UL shall issue a Certificate of Automotive Fire Apparatus Examination and Test stating the unit's compliance with NFPA- 1901.

ODYSSEY BATTERIES

The OEM supplied batteries with the chassis shall be replaced with three (3) Odyssey #PC2150/31S, Group 31 Absorbed Glass Mat, maintenance free batteries shall be provided.

Each battery shall be rated at 1,150 CCA at 0 F and shall have a reserve capacity of 205 minutes.

Wiring for the batteries shall be 4/0 welding type dual path starting cables for SAEJ541.

Two batteries shall be provided for the chassis functions and one shall be provided for the communications functions of the unit.

RELOCATE BATTERIES TO PUMP HOUSE

The batteries shall be located in the pump house.

BATTERY WIRING

Two (2) red 2-gauge battery power/charge lines shall be provided and installed from the batteries to the back wall inside the cab, where they will be terminated. Both cables shall terminate to individual transit safety model s240-7000r 3/8" red studs

One (1) black 2-gauge ground cable shall be provided to the back wall inside the cab and shall originate from the same location as the chassis battery ground. The ground cable shall terminate to one (1) transit safety model s240-7000 3/8" black stud.

Each cable shall terminate to one (1) Cooper Bussman circuit breaker model mrcb187f-150. Circuit breaker shall be installed in close proximity to each battery without interfering with battery replacement or service. Each line shall then be connected to the positive (+) terminal extension lug of the following:

Vehicle chassis batteries, isolated radio battery

Manufacturer shall provide two additional 12 v fused circuits: master battery switched (16ga) and vehicle ignition switched (16ga) to center of communication cabinets with 10ft of extra wire each.

WIRING CONDUIT

Two (2) conduits shall be provided from the batteries to the cab console center console for specified and future wiring. The conduits shall be two (2) inch diameter conduits.

WHEEL TRIM KITS, CHROME BABY MOONS/LUG NUT COVERS - SINGLE AXLE

Wheel trim kits consisting of chrome baby moon hubcaps and chrome lug nut covers shall be installed on the front and rear axles of the single rear axle chassis.

FRONT MUD FLAPS

Black rubber mud flaps shall be provided on the front fenders.

FREIGHTLINER M2 106 TWO DOOR CHASSIS

2020 FREIGHTLINER M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

STRAIGHT TRUCK PROVISION

LH PRIMARY STEERING LOCATION

General Service

TRUCK CONFIGURATION

DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)

FIRE SERVICE

EMERGENCY VEHICLES BUSINESS SEGMENT

LIQUID BULK COMMODITY

TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS

MAXIMUM 8% EXPECTED GRADE

SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE

MEDIUM TRUCK WARRANTY

EXPECTED FRONT AXLE(S) LOAD: 14000.0 lbs.

EXPECTED REAR DRIVE AXLE(S) LOAD: 30000.0 lbs.

EXPECTED GROSS VEHICLE WEIGHT CAPACITY: 44000.0 lbs.

Truck Service

FIRE TANK/PUMPER - MAIN DRIVELINE DRIVEN SPLIT-SHAFT PTO/PUMP

EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES: 32.0 in

Engine

CUM L9 350EV HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM

Electronic Parameters

60 MPH ROAD SPEED LIMIT

CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT

PTO MODE ENGINE RPM LIMIT - 1100 RPM

PTO RPM WITH CRUISE SET SWITCH - 700 RPM

PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM

PTO MODE CANCEL VEHICLE SPEED - 5 MPH

PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND

PTO MINIMUM RPM - 700

REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
ONE PIECE VALVE COVER
SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN AND FIRE RETARDANT DONALDSON AIR CLEANER
LN 12V 320 AMP 4962PA PAD MOUNT ALTERNATOR
(3) DTNA GENUINE, FLOODED STARTING, MIN 2250CCA, 510RC, THREADED STUD BATTERIES
BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
CAB AUXILIARY POWER CABLE
AUXILIARY POWER NET DISTRIBUTION BLOCK FOR BODY BUILDER USE
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
AIR COMPRESSOR DISCHARGE LINE
GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING
CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH, ACTIVATES STOP LAMPS
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH
STANDARD EXHAUST SYSTEM LENGTH
RH STANDARD HORIZONTAL TAILPIPE
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
STANDARD DIESEL EXHAUST FLUID TANK CAP
HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
COMBINATION FULL FLOW/BYPASS OIL FILTER
1100 SQUARE INCH ALUMINUM RADIATOR
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT

GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
 CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
 AUXILIARY ENGINE COOLING USING WATER FROM FIRE PUMP
 LOWER RADIATOR GUARD
 ALUMINUM FLYWHEEL HOUSING
 ELECTRIC GRID AIR INTAKE WARMER
 DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 198 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS
 ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
 PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
 SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
 PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
 SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
 PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
 SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
 ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
 ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
 LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE
 NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED
 DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
 PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS
 4TH RANGE INDICATION ON TCM OUTPUT C - ALLISON 5TH GEN TRANSMISSIONS
 VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB
 ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
 (2) CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO'S
 PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION
 MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN

PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
TRANSMISSION PROGNOSTICS - ENABLED 2013
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING
CONMET CAST IRON FRONT BRAKE DRUMS
FRONT BRAKE DUST SHIELDS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
TRW TAS-85 POWER STEERING
POWER STEERING PUMP
2 QUART SEE THROUGH POWER STEERING RESERVOIR
SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

14,600# TAPERLEAF FRONT SUSPENSION
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RS-30-185 30,000# U-SERIES SINGLE REAR AXLE
5.63 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
MXL 17N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES
TRAC-TECH FULL TIME NO-SPIN DIFFERENTIAL SINGLE REAR AXLE
MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES
FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)
WEBB CAST IRON REAR BRAKE DRUMS
REAR BRAKE DUST SHIELDS
REAR OIL SEALS
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
HALDEX AUTOMATIC REAR SLACK ADJUSTERS
ORGANIC SAE 80/90 REAR AXLE LUBE

Rear Suspension

30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD

SPRING SUSPENSION - NO AXLE SPACERS
STANDARD AXLE SEATS IN AXLE CLAMP GROUP
FORE/AFT CONTROL RODS

Brake System

AIR BRAKE PACKAGE
WABCO 4S/4M ABS WITH TRACTION CONTROL, WITH ATC OFF-ROAD SWITCH
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER
AIR DRYER MOUNTED INBOARD ON LH RAIL
STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS
OUTBOARD
PETCOCK DRAIN VALVES ON ALL AIR TANK(S)

Trailer Connections

UPGRADED CHASSIS MULTIPLEXING UNIT
UPGRADED BULKHEAD MULTIPLEXING UNIT

Wheelbase & Frame

4450MM (175 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
1325MM (52 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 51 INCH TO 60 INCH
SQUARE END OF FRAME
FRONT CLOSING CROSSMEMBER
STANDARD WEIGHT ENGINE CROSSMEMBER
STANDARD CROSSMEMBER BACK OF TRANSMISSION
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REARMOST CROSSMEMBER
STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
FRONT TOW HOOKS - FRAME MOUNTED
BUMPER MOUNTING FOR SINGLE LICENSE PLATE
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
GRADE 8 THREADED HEX HEADED FRAME FASTENERS

TANK BODY 0 TO 1500 GALLONS

Fuel Tanks

50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
RECTANGULAR FUEL TANK(S)
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
FUEL TANK(S) FORWARD
PLAIN STEP FINISH
FUEL TANK CAP(S)
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT
PREHEATER"
EQUIFLO INBOARD FUEL SYSTEM
NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE

Tires

MICHELIN XZE 12R22.5 16 PLY RADIAL FRONT TIRES
MICHELIN X WORKS XDY 315/80R22.5 20 PLY RADIAL REAR TIRES
MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL SPARE TIRE

Hubs

CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
WEBB IRON REAR HUBS

Wheels

ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS
ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM REAR WHEELS
POLISHED DISC SIDE FRONT WHEELS WITH DURA-BRIGHT FINISH
POLISHED OUTER (DISHED SIDE) REAR WHEELS WITH OUTER ONLY DURA-BRIGHT FINISH
ALCOA LVL ONE 22.5X9.00 10-HUB PILOT ALUMINUM DISC SPARE WHEEL
POLISHED OUTSIDE STEER AXLE SPARE WHEEL
FRONT WHEEL MOUNTING NUTS
REAR WHEEL MOUNTING NUTS
INNER WHEEL EXTENSIONS, OUTBOARD AIRING, ALUMINUM OUTER WHEELS WITH RUBBER
STABILIZERS

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
AIR CAB MOUNTING
CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
2-1/2 INCH FENDER EXTENSIONS
SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB
HANDLES

HOOD MOUNTED CHROMED PLASTIC GRILLE
CHROME HOOD MOUNTED AIR INTAKE GRILLE
FIBERGLASS HOOD
TUNNEL/FIREWALL LINER
VALVE AND PLUMBING FOR CUSTOMER FURNISHED AIR HORN, PIPING CAPPED AT FIREWALL
DUAL ELECTRIC HORNS
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
REAR LICENSE PLATE MOUNT END OF FRAME
LED HEADLIGHT ASSEMBLY AND INCANDESCENT MARKER/TURN LAMP WITH CHROME BEZEL
LED AERODYNAMIC MARKER LIGHTS
DAYTIME RUNNING LIGHTS
TRUCK-LITE 3 CHAMBER MODULES WITH 45 SERIES SEALED BEAM LAMPS
STANDARD FRONT TURN SIGNAL LAMPS
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
RH DOWN VIEW MIRROR
STANDARD SIDE/REAR REFLECTORS
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER
ELECTRIC HORN WARNING SYSTEM FOR PARK BRAKE NOT SET WITH DOOR OPEN AND ALL IGNITION KEY POSITIONS
NO REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)
TINTED WINDSHIELD
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

Cab Interior

OPAL GRAY VINYL INTERIOR
MOLDED PLASTIC DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
IN DASH STORAGE BIN
LH DOOR MAP POCKET
(2) CUP HOLDERS LH AND RH DASH
GRAY/CHARCOAL FLAT DASH
SMART SWITCH EXPANSION MODULE
HEATER, DEFROSTER AND AIR CONDITIONER
STANDARD HVAC DUCTING
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES
DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR

BINARY CONTROL, R-134A
PREMIUM INSULATION
SOLID-STATE CIRCUIT PROTECTION AND FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM
DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF
LH AND RH ELECTRIC DOOR LOCKS
(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH
SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-
2009/2016 COMPLIANT SEAT SENSOR
SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH NFPA 1901-
2009/2016 COMPLIANT SEAT SENSOR
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER
BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER
NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
4-SPOKE 18 INCH (450MM) STEERING WHEEL
DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
GRAY CENTER INSTRUMENT PANEL
ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
BLACK GAUGE BEZELS
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
ENGINE COMPARTMENT MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS, WITH
WARNING LIGHT IN DASH
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
2 INCH ELECTRIC FUEL GAUGE
ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE
ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS
ELECTRONIC STABILITY CONTROL
ELECTRIC ENGINE OIL PRESSURE GAUGE
OVERHEAD INSTRUMENT PANEL
NFPA VEHICLE DATA RECORDER AND SEATBELT DISPLAY

AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND
AUXILIARY INPUTS, J1939
DASH MOUNTED RADIO
(2) RADIO SPEAKERS IN CAB
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
IGNITION SWITCH CONTROLLED ENGINE STOP
PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH
(1) RH FOOT SWITCH WITH DASH SWITCH FOR HORN BUTTON TO CONTROL AIR HORN, DEFAULT TO
ELECTRIC <85 PSI
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
ALTERNATING FLASHING HEADLAMP SYSTEM WITH BODY BUILDER CONTROLLED ENGAGEMENT
ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING
INDICATOR
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

Design

TWO COLOR CUSTOM PAINT

Color

CAB COLOR A: L0006EB WHITE ELITE BC
CAB COLOR B: L0006EB WHITE ELITE BC
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Extended Warranty

TC4: MD MODERATE 5 YEARS/100,000 MILES/ 161,000 KM EXTENDED TRUCK COVERAGE FEX APPLIES
TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED COVERAGE \$550 CAP FEX APPLIES

FREIGHTLINER - EMBER SEPARATOR FOR COMMERCIAL CHASSIS

An air inlet shall be equipped with a stainless mesh screen for separating water and burning embers from the air intake system such that particulate matter larger than 0.039" (1.0 mm) in diameter cannot reach the air filter element.

FREIGHTLINER - SEAT BELT CLARIFICATION FOR NFPA 1901, REV 2003

Red seat belts shall be provided if available from the chassis manufacturer.

FREIGHTLINER - ONE (1) AUX. AIR INLET SYSTEM NEAR LEFT DOOR

A quick disconnect male auxiliary air inlet shall be provided at the driver's side door area at a location to be determined at a pre-construction conference.

A mating quick disconnect female connector shall be shipped loose with the apparatus.

This shall allow a Purchaser furnished external air supply to be connected to the chassis air system.

CENTER CONSOLE FOR 2 DOOR - PAINTED

A center console fabricated from 1/8" aluminum shall be furnished and shall be located between the driver and officer's seats.

The forward area of the console shall have a mounting surface for emergency lighting switch panels and/or electronic siren control boxes within reach of the driver or officer. In addition, the console shall be equipped with two (2) map/notebook storage pockets at the rear of the console.

The console shall be finished with a textured gray paint to match the interior color of the cab.

Console dimensions are based on current International cab models. Other specified commercial cabs (or changes to the International cab) may result in varied dimensions.

AIR RIDE SEAT ISOLATION VALVES

A quarter turn valve shall be installed in the air lines for the two cab seats to turn the air supply off for maintenance purposes. The valves shall be installed within the cab and shall be labeled.

COVER OFFICER CAB STEP WITH TREAD PLATE OVERLAY

The officer side cab step area shall be overlaid with polished aluminum tread plate.

Step areas shall be fabricated from Alcoa "No-Slip" tread plate.

BATTERY SLIDE OUT TRAYS

The batteries in the pump house shall be installed on 250 pound slide out trays that are lock in/lock out style. Two trays shall be provided to store the batteries with the chassis batteries stored below the communications batteries. The trays shall be constructed out of stainless steel and shall have rubber matting installed to protect the batteries.

Enough slack shall be provided in the wiring to allow the trays to fully extend on the slides and work with the batteries.

FREIGHTLINER - AUXILIARY AIR MANIFOLD - COMMERCIAL CHASSIS

All auxiliary, air devices on the commercial chassis shall be fed from a common manifold. The common manifold shall be installed at an accessible location near the chassis air tanks. The manifold shall be fed by a 3/8" synflex air line plumbed from the primary air tank using a pressure protection valve. Unused ports shall be closed off using an appropriately sized plug.

COMMERCIAL CHASSIS ELECTRICAL SYSTEM DESCRIPTION

The commercial chassis electrical system shall be provided as furnished by the original manufacturer. A customized interface shall be provided and designed, so as not to disturb any of the required chassis functions. The necessary interfaces shall only be provided in areas where load management is allowed or with accessory components provided on the chassis.

AKRON/WELDON VEHICLE DATA RECORDER DOWNLOAD HARNESS

A Weldon model #0L40-2597-00, VDR download harness shall be supplied with the system to allow the data to be downloaded to a computer.

FREIGHTLINER - SIXTEEN (16) INCH FRONT BUMPER EXTENSION

A 12" high, 96" wide, two (2) ribbed, bright finish stainless steel front bumper shall be provided.

The front bumper shall be extended approximately sixteen (16) inches.

A polished aluminum tread plate (3/16") gravel shield with end caps shall be installed.

CENTER WELL

One (1) storage well constructed of 1/8" aluminum shall be installed in the gravel shield. This storage well shall be center mounted between the chassis frame rails. The bottom of the storage well shall have a minimum of four (4) drain holes.

CENTER WELL - GENERAL STORAGE

The center storage well shall be utilized for general storage of tools or equipment.

The well shall be as large as space allows.

HOSE WELL DRIVER SIDE OF BUMPER EXTENSION

One (1) storage well constructed of 1/8" aluminum (will/shall) be installed in the gravel shield. This storage well (will/shall) be located on the driver side of the bumper extension. The bottom of the storage well (will/shall) have a minimum of four (4) drain holes.

CUSTOM - ONE (1) HINGED, LATCHED TREAD PLATE COVER

One (1) hinged, latched, aluminum tread plate cover shall be installed on the storage well located in the driver side of the bumper extension.

DRI-DECK MATERIAL IN DS WELL

The driver side storage well (will/shall) be equipped with Dri-Dek material to provide drainage and ventilation of equipment in storage well.

DRIVER WELL- HOSE CAPACITY

The driver storage well (will/shall) have the desired capacity of:

100 FEET OF 1-3/4" DRIVER SIDE WELL

100' of 1 3/4" hose

HOSE WELL OFFICER SIDE OF BUMPER EXTENSION

One (1) storage well constructed of 1/8" aluminum (will/shall) be installed in the gravel shield. This storage well (will/shall) be located on the officer side of the bumper extension. The bottom of the storage well (will/shall) have a minimum of four (4) drain holes.

CUSTOM - ONE (1) HINGED, LATCHED, TREAD PLATE COVER

One (1) hinged, latched, aluminum, tread plate cover shall be installed on the storage well located in the officer side of the bumper extension.

DRI-DEK MATERIAL IN OFFICER SIDE WELL

The officer side storage well shall be equipped with Dri-Dek material to provide drainage and ventilation of equipment in storage well.

OFFICER WELL - HOSE CAPACITY

The officer storage well shall have the desired capacity of:

OFFICER WELL - 50 FEET OF 1-3/4" HOSE

50' of 1 3/4" hose

TWO (2) CHROME PLATED TOW HOOKS, RECESSED THROUGH

Two (2) front chrome plate, forged steel tow hooks shall be fastened directly to the frame web and recessed through the front bumper with cutouts provided in the bumper for access.

The tow hooks shall be fastened with grade 8 bolts and nuts.

LICENSE PLATE BRACKET ON FRONT BUMPER

A chrome plated, license plate bracket shall be provided on the front bumper of the apparatus.

TRANSMISSION LOCK-UP

The automatic transmission furnished in the chassis shall have a lock-up assembly which brings the transmission to direct drive and prevents the transmission from shifting gears while in the pumping mode.

A positive braking system shall be provided to prevent vehicle movement during pumping operations.

The air brakes furnished must satisfy this requirement.

PLYMOVENT EXHAUST EXTRACTION SYSTEM TAILPIPE ADAPTER

The exhaust outlet shall be a straight pipe, forward of the rear axle. It shall be terminating minimum 6" forward of rear tire, minimum 2.5" below rub rail/body, and flush with outboard of rub rail/body to connect with a Plymovent, ventilation system.

FAST IDLE RETROFIT, ELECTRONIC ENGINES

A fast for the electronic controlled engine shall be provided. An ON/OFF switch on the dash shall control the fast idle.

An electronic interlock system shall prevent the fast idle from operating unless the transmission is in "Neutral" (or "Park" if so equipped) and the parking brake is fully engaged.

If the fast idle control is used in conjunction with a specified engine/transmission driven component or accessory, the fast idle control shall be properly interlocked with the engagement of the specified component or accessory.

COVER FUEL TANK WITH TREAD PLATE OVERLAY

The step type fuel tank shall be overlaid with polished aluminum tread plate.

This shall include the top, front and both ends. Step areas shall be provided for access to the cab.

Step areas shall be fabricated from Alcoa "No-Slip" tread plate.

12 VOLT ELECTRICAL SYSTEM TESTING - ALL UNITS

The apparatus low voltage electrical system shall be tested and certified by the manufacturer. The certification shall be provided with the apparatus. All tests shall be performed with the air temperature between 0°F and 100°F.

The following three (3) tests shall be performed in order. Before each test, the batteries shall be fully charged.

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure.

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

The total continuous electrical load shall be activated with the engine running up to the engine manufacturers governed speed. The test duration shall be a minimum of 2 hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded due to excessive battery discharge, as detected by the system, or a system voltage of fewer than 11.7 volts DC for a 12-volt system, for more than 120 seconds, shall be considered a test failure.

Following completion of the preceding tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm is activated.

The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of fewer than 11.7 volts shall be considered a test failure. The battery system shall then be able to restart the engine.

At the time of delivery, documentation shall be provided with the following information:

- Documentation of the electrical system performance test

- A written load analysis of the following;
- Nameplate rating of the alternator
- Alternator rating at idle while meeting the minimum continuous electrical load
- Each component load comprising the minimum continuous electrical load.
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

CLASS-1 ES-KEY MULTI-PLEXED ELECTRICAL SYSTEM - COMMERCIAL

A Class 1 ES-Key Electrical Management System shall be utilized on the chassis for all functions applicable. The system shall consist of the following components:

The High Density I/O Node (SuperNode) shall have the ability to perform the following functions:

A modem with an RS232 computer interface and standard telephone jack used to not only program the multiplex system but also serve as a factory direct gateway into the vehicle from any Class 1 multiplex authorized service facility.

A Universal System Manager (USM), which acts as the main controlling component of the multiplexing system shall be provided and factory programmed to DOT, NFPA, SAE, the manufacturer and {Company} specifications. The programming shall be done by the manufacturer's engineering department. The ES-Key system installation shall comply with SAE J 551 requirements regarding Electromagnetic and Radio Frequency Interference (EMI, RFI), as well as utilize components and wiring practices that ensure the system is protected against corrosion, excessive temperatures, water, excessive physical, and vibration damage by any equipment installed on the vehicle at the time of delivery.

A series of Multiplexing Input/Output jacks shall be provided. The Input/Output jacks shall permit the multiplexing system to reduce the amount of wiring and components used as compared to non-multiplexed apparatus. These jacks shall vary in I/O configuration and shall possess individual output internal circuit protection.

The System shall also consist of programmable switches that shall be installed and allow the operator to control the programmed functions of each individual switch.

Diagnostic software shall be provided to download data from the onboard ES-KEY system. This software shall have the ability to view system input/output (I/O) information, and include a connection from a computer to the vehicle.

AXIS SMART TRUCK VEHICLE MONITORING SYSTEM

The apparatus shall be equipped with a smart truck technology system designed specifically for first responder apparatus. The system shall interconnect major apparatus CAN networks including but not limited to the chassis J1939/OBD2 data, vehicle multiplex system, water pump pressure governor, electric valves and electric actuated deck gun. The system shall securely report real-time vehicle

information from these systems via cellular data to a globally supported cloud computing service for storage and real time access via web dashboards. The dashboards shall be accessible by the department's computers, tablets and smartphones.

The smart truck technology installed on the apparatus shall provide real-time notification via text or e-mail when a check engine light is displayed. The notification shall include the fault code and brief explanation for the code to reduce down-time.

The system shall feature a truck down feature on the web-based user interface to allow instant notification of needed apparatus service to both the authorized dealership and OEM via text or e-mail.

The system shall provide remote diagnostics of vehicle subsystems such as VMUX, pressure governors, electric monitors and electric valves.

By use of the web based user interface, the system shall allow for over the air programming updates to various subsystems should the need arise.

The web-based user interface shall also provide the following:

- Fuel and DEF levels
- GPS tracking
- Data logging for apparatus multiplex system
- Easy access to the NFPA VDR data

The smart truck technology shall also feature seamless integration to the HAAS ALERT Safety Cloud providing Responder to Vehicle (R2V) alerts to motorists using navigation apps such as WAZE.

The system shall be designed with an open architecture to incorporate future growth with new technology partners designed to enhance fire ground operations

VEHICLE GATEWAY

The vehicle gateway module shall be rugged in construction using a durable cast aluminum enclosure designed for emergency vehicle applications. The module shall have sealed Deutsch connectors providing four (4) CAN network ports, one (1) RS-485 port, one (1) Ethernet RJ45 port, one (1) USB port, embedded cellular modem, Bluetooth and GPS capability. The Core Vehicle Gateway shall be capable of 2 way vehicle telemetry, supporting both remote diagnostics and remote over-the-air software updates.

ANTENNA

A low profile cellular antennae shall be installed on the cab roof.

DATA PLAN

A 5 year data plan shall be provided with the initial vehicle purchase. At the end of the 5 year period the department shall be given the option to extend service.

TANKER BODY ELECTRICAL SYSTEM

All electrical lines in the body shall be protected by automatic circuit breakers, conveniently located to permit ease of service. Flashers, heavy solenoids and other major electrical controls shall be located in a central area near the circuit breakers.

All lines shall be color and function coded every 3", easy to identify, oversized for the intended loads and installed in accordance with a detailed diagram. A complete wiring diagram shall be supplied with the apparatus.

Wiring shall be carefully protected from weather elements and snagging. Heavy duty loom shall be used for the entire length. Grommets shall be utilized where wiring passes through panels.

In order to minimize the risk of heat damage, wires run in the engine compartment area shall be carefully installed and suitably protected by the installation of heat resistant shielded loom.

All electrical equipment shall be installed to conform to the latest federal standards as outlined in NFPA 1901.

ELECTRICAL SYSTEM LABELING

All electrical circuits shall be function labeled at all ends with label applied below clear heat shrink material and function code throughout.

120 VOLT RECEPTACLE FOR ON-BOARD BATT. CHARGER - CUSTOM

A 120 volt shoreline connection with a weather tight cover shall be provided.

The receptacle shall be a standard house-hold, recessed male plug in, which shall be wired to the specified on board battery charging system.

A label shall be provided indicating voltage and amperage ratings.

SHORELINE RECEPTACLE LABEL - NFPA

A shoreline power receptacle information plate shall be permanently affixed at or near the power inlet. The plate shall indicate the following:

Type of Line Voltage

Current Rating in Amps Power Inlet Type (DC or AC).

YELLOW COVER FOR KUSSMAUL AUTO-EJECT RECEPTACLE

The Kussmaul auto-eject connection shall be equipped with a Yellow weatherproof cover.

SHORELINE LOCATION - DRIVER'S STEP WELL

The shoreline receptacle shall be located in the driver's cab step well in a pre-determined location by KME.

SHORELINE DUPLEX OUTLET

The shoreline wiring shall terminate with a 20 amp duplex L5-20 receptacle near the location of the battery charger.

BLUE SEA BATTERY CHARGER

A Blue Sea model P12 40 amp, fully automatic battery charger shall be provided for maintaining the vehicle battery system. The exact mounting location of the battery charger shall be determined during the preconstruction meeting.

A P12 battery charger remote display shall be provided and installed near the driver's seat in the cab. Output current shall be 40 amperes @ 12 volt DC.

BLUE SEA AUTO CHARGE RELAY

A Blue Sea Auto Charge Relay (ACR) model ML7622-100B shall be installed adjacent to the chassis batteries and communication battery. The control wires for the ACR shall be routed to the cab through the supplied wiring chase way provided between the cab and batteries. A remote mounted switch shall be provided and installed in the cab to control the ACR remotely.

BATTERY DISCONNECT SWITCH, ALL UNITS

The chassis batteries shall be wired in parallel to a single 12 volt electrical system, controlled through a heavy duty master disconnect switch.

The master disconnect switch shall be located within easy access of the driver upon entering or exiting the cab.

BATTERY VOLTAGE GAUGE

A Blue Sea model 1830 battery voltage gauge shall be provided and mounted in the cab. The gauge shall be mounted on the center console.

CONTROL SWITCHING - EATON MULTIPLEX SWITCHES - 9 N

The commercial cab shall be equipped with an area for component switching within easy reach of the driver and or officer. This switch package shall separate the emergency / auxiliary electrical functions from the regular chassis functions. A minimum of nine (9) programmable CAN Bus Eaton model #E33 switches with integral indicator lights shall be provided.

The nine (9) switches shall be located in the cab near the driver for warning lights and auxiliary controls. A master warning switch shall be provided, which shall allow pre-setting of emergency light switches and shall have a red integral indicator light.

CONTROL SWITCHING LABELING

All switches, (other than the master switch), shall have switch function labeling and an integral indicator light.

DOOR OPEN INDICATOR- WHELEN 3 LIGHT

Three (3) Whelen OS LED indicator lights, one (1) red, one (1) amber and one (1) blue color shall be provided and located at the cab ceiling in clear view of the driver and officer warning of an open passenger/equipment door or equipment not stowed. The red light shall indicate the status of doors on the driver's side of the vehicle; the amber light shall indicate the status of the rear and upper body compartment doors and the blue light for officer's side compartment doors.

There shall be a 1" red light with alarm to maintain NFPA compliance that will activate whenever any of the compartment/equipment warning lights are active.

These lights shall be activated through the parking brake switch to signal when the parking brake is released and a compartment door is open or equipment is not secured. The lights shall be individually labeled for function and a "DO NOT MOVE TRUCK" label installed.

HOSE BED WORK LIGHT - SWITCH

The hose bed work light shall have a protected 12-volt switch at the rear body panel.

The switch will be labeled "HOSE BED WORK LIGHTS."

CONTROL SWITCH IN CAB FOR REAR OF BODY LIGHTS

A switch shall be provided in the cab warning, light switch console to turn the rear of body lights on and off.

CONTROL SWITCH IN CAB FOR DRIVER SIDE OF BODY LIGHTS

A switch shall be provided in the cab warning, light switch console to turn the driver side of body lights on and off.

CONTROL SWITCH IN CAB FOR OFFICER SIDE OF BODY LIGHTS

A switch shall be provided in the cab warning, light switch console to turn the officer side of body lights on and off.

SUNNEX MODEL #HS762,MAP LIGHT AT OFFICER SIDE OVERHEAD

Sunnex model # HS762-00, 12 volt-20 watt, halogen light designed for direct connection shall be furnished and located at the officer side overhead.

The light shall have a rectangular base with an on/off rocker switch and feature a swivel joint with 360 degree, axial rotation and 90 degree angular adjustment.

12 VOLT POWER PORTS IN CAB

Two (2) Blue Sea model 4353 12 volt below deck power panels shall be provided and installed in the center console. The exact mounting position shall be determined during preconstruction.

12 VOLT POWER AND GROUND CIRCUIT, IN BODY COMPARTMENT

A dedicated 12 volt power and ground circuit shall be provided in the driver's side front body compartment. The circuit shall terminate in the upper part of the compartment in the rear with three (3) feet of wire.

The circuit shall be for future installation of radios or accessories.

BLUE SEA FUSE BLOCK - 12 CIRCUIT IN CREW AREA

A Blue Sea 5026B, 12 circuit fuse block, shall be installed behind the officer's seat.

This block has a maximum amperage of 60 Amps per block and 30 Amps per circuit.

ENGINE COMPARTMENT WORK LIGHTS - TECNIQ LED

Two (2) Tecniq model #E18 LED lights shall be provided inside the engine enclosure that will provide 800 lumens each.

Each light shall have their own independent switch incorporated into the light head.

FEDERAL SIGNAL CAMERA SYSTEM, 7.0" COLOR LCD - DUAL CAMERAS

A Federal Signal model # CAMSET70-NTSC-4B rear vision camera system shall be provided to allow the driver to visually see the rear of the apparatus while in the cab.

The system shall include a Federal 7.0" flat panel LCD color monitor mounted adjacent to the driver and a Federal rear vision color camera that shall be mounted at the rear of the vehicle.

The system shall also feature a microphone on the camera and speaker built into the monitor.

In addition to the rear vision camera, a Federal model# CAMCCD-SIDENTSC side mounted camera shall be mounted on the officer side of the cab.

The cameras shall be wired as follows:

- The side vision camera shall automatically activate when the officer side turn signal is activated.
- The rear vision camera shall automatically activate when the chassis transmission is placed in reverse.

REAR VISION MONITOR MOUNTED ON CAB CEILING

The monitor for the rear vision system shall be mounted ceiling of the cab in easy view of the driver.

Note: This will be a separate screen, this will not be part of the ES-Key screen.

COMMERCIAL CHASSIS MARKER LIGHTS AND REFLECTORS

Cab marker lights and signaling devices shall be as provided on the commercial chassis cab from the original chassis manufacturer. FMVSS reflectors shall be also be provided as required.

CAB STEP LIGHTS, TECNIQ EON 3 LED, ALL DEVICES

QTY: 2

Polished, stainless steel, TecNiq Eon, 3-LED, horizontal surface mounted chassis step lights shall be provided and controlled with marker light actuation.

Step lights shall be located to properly illuminate all chassis access steps and walkway areas and shall include a mounting gasket to provide a watertight seal.

NON NFPA COMPLIANT WARNING LIGHT PACKAGE

The specified warning light shall not be NFPA 1901 or 1906 compliant based on the light models and colors being provided in respective lighting zones.

WARNING LIGHT FLASH PATTERN - CUSTOMER SPECIFIC - QUAD FLASH PATTERN

All of the perimeter warning lights shall be set to a customer specific flash pattern. The flash pattern shall be: Quad Flash Pattern

LIGHT PACKAGE ACTUATION/CONTROLS

The entire warning light package shall be actuated with a single warning light switch located on the cab switch panel.

Separate switches shall be provided as follows with the exact verbiage for the switches to be determined at the preconstruction meeting.

Switch 1 shall light all amber lights on the rear of the vehicle, including the traffic arrow stick which shall default to alternating flash pattern when powered by master switch.

Switch 2 shall activate all of the amber lights on the rear as well as the front and side facing lights.

Switch 3 shall activate the light bar steady and flashing lights, provide power to the siren controller/PA System.

The wiring for the warning light package shall engage all of the lights required for "Clearing Right of Way" mode when the vehicle parking brake is not engaged.

An automatic control system shall be provided to switch the warning lights to the "Blocking Right of Way" mode when the vehicle parking brake is engaged.

All light heads shall be wired to have power to both the red and amber portions of each light head and shall be programmed in an alternating quad flash pattern. The amber portion of the light head shall be controlled via the warning light switches. The red portion shall remain disabled and will not function unless programming is modified in the multiplex system to enable that portion of each light head.

WARNING LIGHT PACKAGE

Upper Zone A: One (1) Code 3 Defender model DF58A 58 inch light bar in configuration C118145 with cab mounting brackets, take down light function, and left and right alley function. Code 3 GMBTRK mounting adapters shall be provided for mounting to the cab roof.

Upper Zone B/D Front: Two (2) Code 3 XTP4MCRA with red/amber LEDs with clear lenses mounted on the front side upper body corners.

Upper Zone B/D Rear: Two (2) Code 3 XTP4MCRA with red/amber LEDs with clear lenses mounted on the rear side upper body corners.

Upper Zone C: Two (2) Code 3 XTP4MCRA with red/amber LEDs with clear lenses mounted on the rear upper body corners.

Lower Zone A: Two (2) Code 3 XTP4MCRA with red/amber LEDs with clear lenses mounted on outer lower grill

Lower Zone B/D Front: Two (2) Code 3 XTP4MCRA with red/amber LEDs with clear lenses mounted on bumper extension ends

Lower Zone B/D Rear: Two (2) Code 3 XTP4MCRA with red/amber LEDs with clear lenses mounted on the body sides as far rearward as possible

Lower Zone C: Two (2) Code 3 XTP4MCRA with red/amber LEDs with clear lenses mounted on the body below the rear tail lights.

LOWER ZONE C WARNING LIGHT BEZEL - CHROME

The lower zone C warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

CODE 3 LEDX NASL630, 31" - "NARROW STICK" LIGHT AT REAR OF BODY

One (1) Code 3 LEDX, "Narrow Stik" Model #NASL630, 31" rear directional light shall be installed on the rear of the body.

The light shall be equipped with six (6) lamps.

The light shall be controlled from the cab.

The control module shall be conveniently located near the driver's position.

The rear directional light shall be wired through the load management system of the unit.

TRAFFIC ADVISOR - RECESSED IN REAR INTERMEDIATE STEP

The traffic advisor will be recessed in the rear intermediate step.

NFPA (2) AMDOR H2O LED GROUND LIGHTS, BELOW CAB DOORS

One (1) Amdor Luma Bar, H2O, LED 20" ground light shall be provided under each side cab door entrance step, two (2) total.

The ground lights shall turn on automatically with each respective door jamb switch and also by a master ground light switch in the warning light switch console.

Each light shall illuminate an area at a minimum 30" outward from the edge of the vehicle.

GROUND LIGHTS, 2 LED BELOW PUMP PANEL RUNNING BOARD - H2O

One (1) Amdor Luma Bar, H2O, LED 20" ground light shall be provided under each side pump panel running board, two (2).

The ground lights shall be activated by a master ground light switch in the cab and shall be wired through the load management system.

GROUND LIGHTS, 2 LED BELOW MID-SHIP COMPARTMENT - H2O

One (1) Amdor Luma Bar, H2O, LED 20" ground light shall be provided under each mid ship compartment, total of two (2).

The ground lights shall be activated by a master ground light switch in the cab and shall be wired through the load management system.

GROUND LIGHTS, 2 LED BELOW FRONT BODY CORNERS - H2O

One (1) Amdor Luma Bar, H2O, LED 20" ground light shall be provided under each front body corner, two (2) total.

The ground lights shall be activated by a master ground light switch in the cab and shall be wired through the load management system.

GROUND LIGHTS, 2 LED AT REAR BODY CORNERS - H2O

One (1) Amdor Luma Bar, H2O, LED 20" ground light shall be provided under each rear body corner, two (2) total.

The ground lights shall be activated by a master ground light switch in the cab and shall be wired through the load management system.

CAB AND BODY GROUND LIGHTS - SWITCH @ IN CAB

The cab and body ground lights shall be equipped with an activation switch in the cab.

CHASSIS DIAGNOSTICS SYSTEM

Diagnostic ports shall be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel shall allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches shall allow engine and ABS systems to provide blink codes should a problem exist.

The diagnostic system shall include the following:

- A single port to monitor the engine, transmission and ABS system and diagnostics of the roll sensor (if applicable)
- Engine diagnostic switch (blink codes)
- ABS diagnostic switch (blink codes)
- Allison Transmission Codes (through touch pad shifter)

ADVANCED CHASSIS DIAGNOSTICS

A Nexiq USB Link Adapter shall be provided to interface between the chassis and a computer.

The following software shall be provided to allow technicians to view diagnostic data from the chassis components:

BODY ELECTRICAL HARNESS - ES-KEY

DOOR OPEN INDICATOR W/ INTEGRAL AUDIBLE ALARM

A 1" round, red flashing warning light with an audible alarm, shall be functionally located in the cab to signal when an unsafe condition is present such as an open cab door or body compartment door, an extended ladder rack, a deployed stabilizer, an extended light tower or any other device which is opened, extended or deployed which may cause damage to the apparatus if it is moved.

This light shall be activated through the parking brake switch to signal when the parking brake is released.

This light shall be labeled "DO NOT MOVE TRUCK".

COMPARTMENT LIGHT ACTIVATION

Compartment lighting shall be switched either from an integral switch as provided by the roll up door manufacturer or a proximity style switch if it is a KME manufactured door.

COMPARTMENT LIGHTS, AMDOR LUMA BAR LED LIGHTING - DUAL

4

Each individual, equipment storage compartment shall be equipped with the AMDOR, Luma Bar, LED light fixture, mounted on each side of the forward (and rear) vertical door frame.

TRUCK-LITE MARKER LIGHTS @ REAR OF BODY

Truck-Lite Model #33, red and amber, LED clearance lights shall be provided on the apparatus body as required to meet DOT marker light compliance

TRUCK-LITE DOT AMBER REFLECTORS @ SIDE OF BODY

Truck-Lite # 98034Y, yellow reflectors shall be provided on the apparatus body lower side, as far forward and low as practical with one (1) on each side if the apparatus is 30' long or longer.

MECHANICALLY FASTEN DOT REFLECTORS

All DOT reflectors shall be mechanically fastened with stainless steel hardware.

TRUCK-LITE DOT RED REFLECTORS @ REAR OF BODY

Truck-Lite # 98034R, red reflectors shall be provided on the apparatus rear with one (1) on each side at the outermost practical location.

TECNIQ #L10 LED LICENSE PLATE LIGHT @ DS REAR OF BODY

One (1) Tecniq model #L10 LED license plate light shall be provided above the mounting position of the license plate.

The light shall be clear in color and shall have a chrome finish.

CODE 3, #65 LED BRAKE, REVERSE, & TURN W/ TRI HOUSING

Two (2) Code 3 LED, 65PKG 4" x 6", stack shall be mounted, one each side, at the rear of the body.

Each stack shall include a red stop/tail light, amber turn signal, white reverse light and a triple stack, polished aluminum, mounting bezel.

The three lights per side shall be mounted in one common bezel in the following order, from top to bottom: tail/stop, turn signal, backup light.

CODE 3 LED THIRD BRAKE LIGHT

One (1) Code 3 XTP4, red LED light shall be mounted between the split arrow stick in a recessed area centered on the rear of the body.

The light shall be mounted with a chrome flange.

BODY STEP LIGHTS, TECNIQ EON 3 LED, ALL DEVICES

QTY: 2

Polished, stainless steel, TecNiq Eon 3-LED, horizontal surface, mounted body step lights shall be provided and controlled with marker light actuation.

Step lights shall be located to properly illuminate all body access steps and walkway areas and shall include a mounting gasket to provide a watertight seal.

PUMP ENCLOSURE WORK LIGHTS - TECNIQ LED

Two (2) Tecniq, model #E18 lights shall be provided inside the pump enclosure, providing 800 lumens each.

Each light shall have their own independent switch incorporated into the light head.

WHELEN PELCC HOSE BED LIGHTS-FRONT WALL

Two (2) Whelen model PELCC, chrome plated, surface mounted lights shall be mounted in the hose bed on the front wall to illuminate the hose bed area.

CODE 3 9X7 LED SCENE LIGHTS ON REAR OF BODY

Two (2) Code 3, #79SCBZ, LED scene lights shall be provided, (1) one on each side of the rear body panel in a chrome plated flange.

The scene lights shall be wired through the load management system.

CODE 3 9X7 LED SCENE LIGHTS ON DRIVER SIDE OF BODY

Two (2) Code 3, #79SCBZ, LED scene lights shall be provided.

The scene lights shall be installed, one rearward and one forward, on the driver side of the body in a chrome plated flange.

The scene lights shall be wired through the load management system.

CODE 3 9X7 LED SCENE LIGHTS ON OFFICER SIDE OF BODY

Two (2) Code 3, #79SCBZ, LED scene lights shall be provided.

The scene lights shall be installed one rearward and one forward on the officer side of the body in a chrome plated flange.

The scene lights shall be wired through the load management system.

REAR SCENE LIGHTS TO BE ACTIVATED BY REVERSE LIGHTS

In addition to the cab mounted switch for the rear scene lights, the rear scene lights shall illuminate when the transmission is placed in reverse gear and the apparatus is operating as an emergency vehicle (Primary Warning switch on).

ECCO BACK-UP ALARM

An ECCO, model # 830N back-up alarm, shall be provided and installed at the rear of the apparatus under the tailboard.

The back-up alarm shall activate automatically when the transmission is placed in reverse gear and the ignition is "on."

SINGLE CHROME AIR HORN - GROVER

A single Grover chrome plated air horn shall be at the front of the vehicle. The air horn shall be mounted in full compliance with NFPA-1901. The supply line shall be a minimum of 1/4".

SINGLE AIR HORN RECESSED IN FRONT BUMPER, STD

The air horn shall be recessed in the front bumper.

AIR HORN CTRL - FOOT SWITCH FOR OFFICER & DRIVER

The air horn(s) shall be controlled by a floor mounted, foot switch on the officer and the driver's side.

SIREN, CODE 3 XCEL - 200 WATT

One (1) Code 3 Model # 3492MJ XCEL 200 watt electronic siren shall be provided featuring: electronic air horn, wail, yelp and hi-lo/hyper-yelp siren tones along with public address and radio rebroadcast.

A removable microphone shall be provided for the public address feature.

The electronic siren and speaker shall meet the NFPA required SAE certification to ensure compatibility between the siren and speaker.

SIREN CONTROL - FLOOR SWITCH, DRIVER & OFFICER SIDE

Two (2) floor mounted foot switches shall be provided; there will be one (1) for the officer and one (1) for the driver.

A siren brake button shall be provided near the driver's position.

TWO (2) CODE 3, #FM100C SPEAKERS

Two (2) Code 3, model # FM100C chrome plated siren speaker shall be provided, recessed in the front bumper and wired to the electronic siren.

DARLEY JMP 500 GPM, TWO STAGE, CENTRIFUGAL, PTO DRIVEN

- DARLEY JMP 500
- 500 GPM
- TWO STAGE
- PTO DRIVE

A Darley model JMP 500 GPM two stage fire pump shall be provided and installed. The Pump casing shall be a fine grain cast iron, vertically split for greater resistance against leakage, with a minimum tensile strength of 30,000 psi. The pump contains a staging valve that allows the pump to select the volume mode for high flows and the pressure mode for selecting high pressures. Seal rings shall be renewable, double labyrinth, wrap around bronze type.

The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair. Bearings

provided shall be heavy duty, deep groove, radial-type ball bearings. Sleeve bearings on any portion of the pump or transmission shall be prohibited due to wear, deflection, and alignment concerns. The bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance. Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

DARLEY PUMP PACKING - ALL PUMPS

PUMP RATIO

The pump ratio shall be selected by the apparatus manufacturer to give maximum performance with the engine and transmission selected.

The manufacturer shall supply at time of delivery copies of the pump manufacturer's certification of hydrostatic testing, the engine manufacturer's current certified brake horsepower curve.

PUMP MOUNTS - PTO PUMPS

Extra heavy duty pump mounting brackets shall be furnished.

These shall be bolted to the frame rails in such a position to perfectly align the pump with the PTO, so that the angular velocity of the drive line joints shall be the same on each end of the drive shaft.

This shall assure full capacity performance with a minimum of vibration. Mounting hardware shall utilize Grade 8 bolts.

DARLEY PNEUMATIC TRANSFER VALVE

The two-stage pump shall be equipped with a transfer valve that allows the pumps to be plumbed either in parallel (VOLUME) or in series (PRESSURE). The transfer valve design shall be of latest ball type, of all bronze construction and incorporate a hydraulically balanced seal assembly to minimize leakage around the ball and assure maximum pump efficiency. The transfer valve shall operate smoothly and without sticking even when exposed to sandy or dirty water.

The transfer valve actuator shall be operated with a pneumatic control switch mounted on the operator's panel complete with two indicator lights indicating PRESSURE and VOLUME. Operation of the transfer valve shall provide smooth changing of the transfer valve to either PRESSURE or VOLUME without shutting down, at any discharge pressure up to 250 psi.

PTO UNIT DARLEY PTO

A hot shift Power Take Off shall be provided to drive a Darley pump. The PTO shall be controlled by an electric "Hot-Shift" lighted rocker switch on the cab dash.

PTO PUMP AND ROLL INDICATOR LIGHTS

Three (3) indicator lights shall be provided in the cab interior. The "PUMP ENGAGED" light shall illuminate to indicate that the PTO is engaged.

The "OK TO PUMP" light shall be illuminated when;

- 1) the PTO is engaged.
- 2) the parking brake is set.
- 3) the transmission is in neutral.

The "OK TO PUMP AND ROLL" shall be illuminated when;

- 1) the PTO is engaged.
- 2) the parking brake is released.
- 3) the transmission is in any forward gear or reverse.

When the "OK TO PUMP AND ROLL" indicator is illuminated the "OK TO PUMP" indicator shall not be illuminated.

PUMP INSTALLATION - COMMERCIAL

MANIFOLD - DISCHARGE & SUCTION

A custom made suction and discharge manifold shall be constructed from stainless steel and/or flexible tubing. The manifold shall be designed to provide maximum efficiency for the suction inlets and the discharges. {No Exceptions}.

DARLEY ANODE BLOCKS - 2 EACH

Two (2) DARLEY zinc anode blocks shall be provided and located on the suction side of the pump to protect the pump from corrosion.

The Anodes shall be painted Safety Yellow for identification purposes.

HALE THERMAL RELIEF VALVE

A Hale Model TRV120 Thermal Relief Valve shall be provided on the pump.

If water temperature in the pump exceeds 120 degrees Fahrenheit, the thermal relief valve shall automatically open and discharge pump water to the ground, through a 3/8" discharge line, routed below the pump module.

The thermal relief valve shall automatically close when the water temperature is lowered.

"OPEN" INDICATOR LIGHT FOR THERMAL RELIEF VALVE

An indicator light shall be provided on the operator's panel to illuminate when the thermal relief valve is activated.

AUXILIARY ENGINE COOLER

An auxiliary cooler or heat exchanger shall be installed in the engine compartment between the engine and the chassis radiator.

The cooler shall permit the use of water from the pump for cooling the engine.

The cooling shall be done without mixing engine and pump water.

FIRE RESEARCH "PUMP BOSS" PBA400 PRESSURE GOVERNOR

The apparatus shall be equipped with a Fire Research PumpBoss model# PBA400 pressure governor and monitoring display kit. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 6 3/4" high by 4 5/8" wide by 1 1/2" deep. The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1 3/4" from the front of the control module. Inputs for monitored information shall be from a J1939 databus or independent sensors. Outputs for engine control shall be on the J1939 databus or engine specific wiring. Inputs to the control module from the pump discharge and intake pressure sensors shall be electrical. The following continuous displays shall be provided:

- Engine RPM; shown with four daylight bright LED digits more than 1/2" high
- Check engine and stop engine warning LEDs * Oil pressure; shown on a dual color (green/red) LED bar graph display
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
- Transmission Temperature: shown on a dual color (green/red) LED bar graph display
- Battery voltage; shown on a dual color (green/red) LED bar graph display
- Pressure and RPM operating mode LEDs
- Pressure / RPM setting; shown on a dot matrix message display
- Throttle ready LED

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation. The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Battery Voltage
- Low Battery Voltage (Engine Off)

- Low Battery Voltage (Engine Running)
- High Transmission Temperature
- Low Engine Oil Pressure
- High Engine Coolant Temperature
- Out of Water (visual alarm only)
- No Engine Response (visual alarm only)

The program features shall be accessed via push buttons located on the front of the control module. There shall be a USB port located at the rear of the control module to upload future firmware enhancements. The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready, LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle. The pressure governor and monitoring pressure display shall be programmed to interface with a specific engine.

AKRON STYLE #59 INTAKE RELIEF VALVE

A 300 psi adjustable Akron Model 591103 intake relief valve system shall be plumbed on the suction side of the pump to comply fully with NFPA-1901 requirements.

Excess pressures shall be plumbed to discharge water under the pump enclosure away from the pump operator.

TRIDENT "MANUAL" AIR PRIMING SYSTEM

The priming pump will be a Trident air primer system.

A push in primer handle will open the priming valve and prime the pump.

ROTARY MASTER DRAIN VALVE

A rotary type, 12 port, master drain valve shall be provided and controlled at the lower portion of the side pump panel.

The valve shall be located in pump compartment lower than the main body and connected in such a manner as to allow complete water drainage of the pump body and all required accessories.

Water shall be drained below the apparatus body and away from the pump operator.

DRAINS/BLEEDER "INNOVATIVE CONTROLS" LIFT UP @ ALL 1-1/2" OR LARGER

All lines shall drain through the master drain valve or shall be equipped with individual drain valves, easily accessible, and labeled.

One (1) individual "Innovative Control" lift up drain valve shall be furnished for each 1-1/2" or larger discharge port and each 2-1/2" gated auxiliary suction.

Drain/bleeder valves shall be located at the bottom of the side pump module panels.

All drains and bleeders shall discharge below the running boards.

AEROQUIP SUCTION, DISCHARGE, PRESSURE AND CONTROL LINES

Small lines within the pump enclosure shall be constructed from wire braided Aeroquip FC-300 hose with re-useable brass or stainless steel JIC fittings.

Uses include but are not limited to such lines as priming control, gauge lines, drain lines, air control valves, pump shift, supplemental cooling, foam flush, and air bleeder valves.

SUCTION INLET - 4" INLET

One (1) 4" N.S.T. suction inlet shall be provided on the driver side pump panel. The plumbing for the suction inlet shall be 5" piping behind the pump panel to the pump inlet.

A removable strainer shall be installed on the inlet.

BEHIND PANEL MOUNT

All side gated inlet valves shall be recess mounted behind the side pump panels or body panels. There will be no exceptions.

4" NST INTAKE CAP - DRIVER SIDE

A 4" NST chrome plated long handle pressure vented cap shall be installed on driver side intake.

TFT BALL INTAKE VALVE - DRIVER SIDE INLET

One (1) 5" NHF x 4" NHM TFT Ball Intake Valve model ABS8NP-NX-PS and 4" long handle cap shall be provided for the driver side main suction inlet.

2-1/2" DRIVER SIDE AUX PRIMARY SUCTION INLET FORWARD OF MAIN

One (1) 2-1/2" auxiliary suction shall be provided at the driver side pump panel, to the front of the main inlet.

The 2-1/2" auxiliary suction shall terminate with a removable strainer, chrome plated 2-1/2" NST female swivel with a chrome plated plug and retaining chain.

2-1/2" AKRON #8800 S.S. BALL VALVE, DRIVER SIDE FRONT AUX SUCTION

An Akron Brass 2 1/2" Generation II Swing-Out Valve shall be provided for the driver's side front auxiliary suction.

The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

SWING CONTROL @ VALVE, DRIVER SIDE FRONT AUX SUCTION

A 1/4 turn swing control handle shall be provided on the driver side, front auxiliary suction valve.

TANK TO PUMP

One (1) 4" tank to pump line shall be piped through the front bulkhead of the tank with a 90 degree elbow down into the tank sump.

This line shall be plumbed directly into the rear of the pump suction manifold for maximum efficiency.

A check valve shall be provided to prevent accidental pressurization of the water tank through the pump connection.

Connection from the valve to the tank shall be made by using a non-collapsible flexible rubber hose.

3" ELKHART VALVE FOR TANK TO PUMP

An EB30, 3" Elkhart Unibody valve, shall be provided between the pump suction manifold and the water tank.

3" PUSH/PULL CONTROL FOR TANK TO PUMP

A push/pull control handle shall be located on the operator's panel with function plate.

TANK FILL LINE 2" FROM PUMP - SIDE MOUNT

One (1) 2" gated full flow pump to tank refill line controlled at the pump panel shall be provided. A deflector shield inside the tank shall be furnished. Tank fill plumbing shall utilize 2" high pressure hose for tank connection to accommodate flexing between components. There will be no exceptions.

2" AKRON #8800 SERIES - S.S. BALL TANK FILL, SIDE MOUNT

An Akron Brass 2" Generation II Swing-Out Valve shall be provided between the pump discharge manifold and the water tank.

The valve shall have an all brass body with flow optimizing, stainless steel ball, and dual polymer seats.

PUSH/PULL CONTROL FOR TANK FILL

A push/pull control handle shall be located on the operator's panel with function plate.

DRIVER SIDE MAIN DISCHARGE #1

A discharge shall be provided and located at the driver's side pump panel.

The driver's side discharges # 1 shall terminate with NST threads, through the left panel above the main pump intake.

The main pump discharge shall be plumbed directly from the pump discharge manifold utilizing direct connect discharge valve flanges.

2-1/2" AKRON #8800 SERIES - S.S. BALL, DRIVER SIDE #1

An Akron Brass 2 1/2" Generation II Swing-Out Valve shall be provided for the driver's side #1 discharge.

The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

2-1/2" NSTF X 1-1/2" NSTM REDUCER WITH CAP DRIVER SIDE DISCHARGE #1

A 2-1/2" NSTF X 1-1/2" NSTM reducer with cap shall be provided on the driver's side # 1 discharge.

DS #1 DISCHARGE - 2-1/2" STRAIGHT NST & 30-DEGREE NST ELBOW

The discharge valve shall be equipped with a straight 2 1/2" NST adapter that shall be equipped with a 2 1/2" NST, 30-degree, chrome plated elbow.

PUSH/PULL CONTROL FOR DRIVER SIDE DISCHARGE #1 -SIDE MOUNT

The driver's side # 1 discharge valve shall be controlled by a push/pull handle located on the operator's panel.

OFFICER SIDE MAIN DISCHARGE #1

A discharge shall be provided and located at the officer's side pump panel.

The officer's side discharges #1 shall terminate with NST threads, through the officer's side panel above the main pump intake.

The main pump discharge shall be plumbed directly from the pump discharge manifold utilizing direct connect discharge valve flanges.

2-1/2" AKRON #8800 SERIES - S.S. BALL, OFFICER SIDE #1, SIDE MOUNT

An Akron Brass, 2 1/2" Generation II, Swing-Out Valve shall be provided for the officer's side #1 discharge.

The valve shall have an all brass body with flow optimizing, stainless steel ball, and dual polymer seats.

OS #1 DISCHARGE - 2-1/2" STRAIGHT NST & 30-DEGREE NST ELBOW

The discharge valve shall be equipped with a straight, 2 1/2" NST adapter that shall be equipped with a 2 1/2" NST, 30-degree, chrome plated elbow.

2-1/2" NSTF X 1-1/2" NSTM REDUCER WITH CAP OFFICER SIDE DISCHARGE # 1

A 2-1/2" NSTF X 1-1/2" NSTM reducer with cap shall be provided on the officer's side # 1 discharge.

PUSH/PULL CONTROL FOR OFFICER SIDE DISCHARGE #1 -SIDE MOUNT

The officer's side, # 1 discharge valve shall be controlled by a push/pull handle located on the operator's panel.

DRIVER SIDE REAR DISCHARGE 2-1/2"

A 2 1/2" NST rear discharge shall be provided at the rear of the vehicle, plumbed from the pump.

DS REAR DISCHARGE THROUGH TANK SLEEVE @ DRIVER SIDE REAR BODY PANEL

The rear discharge shall be plumbed through a pipe sleeve integrated into the water tank that shall terminate on the rear body panel, on the driver side of the body.

2-1/2" NST MALE THREADS ON DRIVER SIDE REAR DISCHARGE

The driver side rear discharge pipe shall be furnished with 2-1/2" NSTM threads.

The discharge shall be equipped with a 30 degree droop terminating in 2-1/2" NSTM threads.

DS REAR DISCHARGE, PLUMBING, 2" STAINLESS STEEL PIPING

The driver side, rear discharge shall be plumbed utilizing 2" schedule 10, stainless steel piping, 45 degree elbows, and a limited number of 90 degree sweep elbows in an assembly from the pump to the rear of the vehicle.

A minimum of one (1) grooved, pipe coupling shall be furnished in this assembly to allow for flex and serviceability.

2" AKRON #8800 SERIES - S.S. BALL, VALVE DRIVER SIDE REAR DISCH

An Akron Brass, 2" Generation II, Swing-Out Valve shall be provided for the driver's side, rear discharge.

The valve shall have an all brass body with flow optimizing, stainless steel ball, and dual polymer seats.

EXTERNAL VALVE DRIVER SIDE REAR DISCHARGE

The driver side rear discharge valve shall be located at the rear of the unit external of the rear body sheet. The valve shall have a swing handle for valve control at the rear of the unit and shall be painted job color.

2-1/2" NSTF X 1-1/2" NSTM REDUCER W/CAP - DRIVER SIDE REAR DISCHA

A 2-1/2" NSTF X 1-1/2" NSTM reducer(s) w/cap shall be provided on the driver's side rear discharge.

#1 FRONT DISCHARGE 1-1/2"

A 1 1/2" front #1 discharge shall be plumbed to the front bumper of the vehicle.

1-1/2" NST CHICKSAN SWIVEL @TOP OFFICER SIDE FRONT BUMPER #1 DISCHARGE

The front #1 discharge shall terminate on the top officer's side of the front bumper extension gravel shield with a chrome 1 1/2" NST chicksan swivel adapter.

#1 FRONT DISCHARGE, PLUMBING, 2" STAINLESS STEEL PIPING

The front #1 discharge shall be plumbed utilizing 2" schedule 10 stainless steel piping, flexible hosing, 45 degree elbows, and a limited number of 90 degree sweep elbows in an assembly from the pump to the front of the vehicle.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly to allow for flex and serviceability.

Automatic discharge drains shall be provided at all low points in the plumbing.

2" AKRON #8800 SERIES - S.S. BALL, VALVE FRONT#1 DISCHARGE

An Akron Brass 2" Generation II Swing-Out Valve shall be provided for the front #1 discharge.

The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

VALVE CONTROL FOR FRONT DISCHARGE

The valve for the front discharge shall be located under the front bumper extension and the front #1 discharge valve shall be controlled by a swing handle that shall extend above the gravel shield next to the discharge.

1-1/2" NST FRONT #1 DISCHARGE PRESSURE VENTED CAP

A 1 1/2" NST chrome plated pressure vented cap shall be installed the front #1 discharge.

FRONT BUMPER TURRET**TFT TORNADO BUMPER TURRET**

One (1) TFT Tornado RC Y2-E14-a remote control monitor shall be mounted on the top of the center of the front bumper. It shall be plumbed to allow foam solution to be discharged through the monitor. The monitor shall be removable to allow servicing. Quick connect fittings shall be mounted in a manner to allow repeated removal and ease of replacement if necessary.

Task Force Tips model # y4e-js-gt-np joystick style control station for task force tips tornado series remote control monitor shall be installed. The joystick shall be mounted in an enclosure and control horizontal rotation, vertical elevation and nozzle stream pattern and have a momentary trigger button that can control an optional task force tips valve with interface box by squeezing if desired. The monitor speed is proportional to the joystick movement. A sliding switch shall allow for flow control by adjusting the task force tips gateable valve operation.

One 2" YE-VKG-PH-AU valve kit with a 2" NPT gateable valve and custom interface box will be installed in area easy to service and removed from potential damage to operate front turret.

FRONT BUMPER TURRET @ TOP CENTER FRONT BUMPER EXTENSION

The bumper turret shall mounted on the top center of the front bumper extension gravel shield.

BUMPER TURRET, PLUMBING, 2-1/2" STAINLESS STEEL PIPING

The bumper turret discharge shall be plumbed utilizing 2 1/2" schedule 10 stainless steel piping and/or flexible hose, 45 degree elbows and a limited number of 90 degree sweep elbows in an assembly from the pump to the front of the vehicle.

A minimum of one (1) grooved pipe coupling shall be furnished in this assembly to allow for flex and serviceability.

Automatic discharge drains shall be provided at all low points in the plumbing.

INNOVATIVE CONTROLS LIQUID FILLED 2-1/2" PRESS GAUGE SS - BUMPER TURRET

The bumper turret discharge shall be equipped with a 2.5" diameter Innovative Controls pressure gauge.

The gauge shall have a rugged corrosion free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge.

The gauge shall be filled with glycerin to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40°F to +160°F.

The gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy.

A polished chrome-plated stainless steel bezel shall be provided to prevent corrosion and protect the lens and gauge case.

The gauge shall have black graphics on a white background.

GAUGE LOCATED IN CAB

The front turret gauge shall be located in the cab and plumbed to the inlet of the turret valve to provide visual indication of the pump discharge pressure.

REAR GROUND SWEEP DISCHARGE

One (1) 3" construction water truck style sprayer system shall be provided the rear of the body that provides a high-volume, low pressure fan the width of the apparatus for dust control operations. Two (2) United Truck & Equipment part #1048 3" fan nozzles shall be provided and mounted at the rear of the body with the exact mounting location determined at the preconstruction meeting.

A combination of three inch stainless steel piping and flexible hose shall be utilized for the discharge. An Akron 8800 ball valve shall be provided with air operation control which shall be controlled in the cab of the apparatus via a guarded toggle switch to control the flow.

FOAM MANIFOLD DRAIN

An ASCO valve, part # 8262G1-12V D/C (or equal) and Solid State Advanced Controls, SSAC part # TDI 12D (or equal), (1-1023 seconds) shall be installed in the 2" discharge manifold after the foam system check valve to discharge trapped manifold water pressure upon pump shut down

FOAM SYSTEM BRASS PIPING- 1 INCH FROM FOAM SOURCE TO SYSTEM

All foam concentrate plumbing from the tank or auxiliary foam inlet to the foam system components shall be brass and nonferrous material.

The foam system piping shall incorporate a check valve to prevent water from entering the foam tank; the discharge piping shall also include a check valve to prevent foam solution from back feeding into the discharge side of the pump.

Individual discharge piping shall be as specified for each discharge.

The complete foam system shall be tested in accordance with NFPA-1901.

FOAMPRO 2001 CLASS "A AND/OR B" FOAM SYSTEM

A FoamPro model 2001, electronic, fully automatic, variable speed, direct injection, discharge side foam proportioning system shall be installed in the pumping system.

The system shall be capable of handling Class "A" foam concentrates and most Class "B" foam concentrates.

The foam proportioning operation shall be based on direct measurement of water flows, and remain consistent within the specified flows and pressures.

System must be capable of delivering accuracy to within 3% of calibrated settings over the advertised operation range when installed according to factory standards.

The system shall be equipped with a digital electronic control display suitable for installation on the pump panel.

Incorporated within the control display shall be a microprocessor that receives input from the system flow meter, while also monitoring foam concentrate pump output, comparing values to ensure that the operator preset proportional amount of foam concentrate is injected into the discharge side of the fire pump.

A paddlewheel-type flow meter shall be installed in the discharge or manifold system specified to be foam capable.

A Full flow check valve shall be provided to prevent foam contamination of fire pump and water tank or water contamination of foam tank.

A 12 or 24-volt electric motor drive positive displacement foam concentrate pump, rated up to 2.5 GPM (9.5 L/min) @ 150 psi with operating pressures up to 400 psi (27.6 BAR), shall be installed in a suitable, accessible location.

The system shall draw a maximum of 40 amps @ 12 VDC or 21 amps @ 24 VDC.

A pump motor electronic driver (mounted to the base of the pump) shall receive signals from the computer control display and power the 1/2 hp (0.40 Kw) electric motor directly coupled to the

concentrate pump in a variable speed duty cycle to ensure that the correct proportion of concentrate preset by the pump operator is injected into the water stream.

The digital computer control display located on the pump operator's panel shall enable the pump operator to perform the following control and operation functions for the foam proportioning system:

- Provide push-button control of foam proportioning rates from 0.1% to 9.9%, in 0.1% increments
- Show current flow-per-minute of water
- Show total volume of water discharged during and after foam operations are completed
- Show total amount of foam concentrate consumed
- Simulate flow rates for manual operation
- Perform setup and diagnostic functions for the computer control microprocessor
- Flash a low concentrate warning when the foam concentrate tank(s) runs low
- Flash a no concentrate warning and shut the foam concentrate pump off, preventing damage to the pump, should the foam tank(s) empty

The digital computer control display shall interface with the options listed; provide dual foam calibration, and display separate totals for each foam concentrate used.

If two foam tanks are required and piped to the foam concentrate pump, either an electric dual tank valve or the manual dual tank valve shall be provided.

Components of the complete proportioning system shall include:

- Operator control and display
- Paddlewheel flow meter
- Pump and electric motor/motor driver
- Wiring harnesses
- Low-level tank switch (Switches)
- Electronic dual tank valve or manual dual tank valve (if more than one tank)
- Foam injection check valve
- Main waterway check valve

Accurate concentration proportioning can be achieved, based on the following water flows:

- 85 GPM water 3.0% concentration
- 260 GPM water 1.0% concentration
- 520 GPM water 0.5% concentration
- 1300 GPM water 0.2% concentration

Note: Multiple discharges plumbed to this system may affect performance if the flow rates are exceeded by any one discharge or the totality of multiple discharges at one time.

INJECTION SYSTEM DISCHARGE/S - FOAMPRO 2001, ABOVE 500 GPM

The foam system shall be plumbed to the following discharge/s through the discharge piping or manifold system:

CLASS A - OTHER (MUST SPECIFY FOAM NAME AND MANUFACTURER) - TBD AT PRECON

* Class A - OTHER - (MUST SPECIFY FOAM NAME AND MANUFACTURER).

SIDE MOUNT PUMP MODULE, TANKER ELIMINATOR

The pump module shall be incorporated into the front of the lower section of the body below the water tank.

The design must allow normal frame deflection without imposing stress on the pump module structure or side running boards.

The pump module shall be securely mounted to the chassis frame rails

PUMP MODULE - STEEL CONSTRUCTION

The pump module shall be a welded frame work utilizing structural steel components properly braced to withstand the rigors of chassis frame flex.

RUNNING BOARD STEPS (NON-AERIALS)

The driver and officer running board steps shall be fabricated of 3/16" polished aluminum tread plate.

The outside edge on each step shall be fabricated with a double break, return flange.

The steps shall be rigidly reinforced with a heavy duty support structure.

The running boards shall not form any part of the compartment design, and shall be bolted into place with a minimum 1/2" clearance gap between any panel to facilitate water runoff.

SIDE MOUNT PUMP PANEL - TANKER ELIMINATOR

The pump operator's control panel shall be located on the driver side of the apparatus.

The pump enclosure side panels shall be completely removable and designed for easy access and servicing.

SIDE MOUNT PANELS - 1/8" BLACK CLAD ALUMINUM

The left side operator's panel, gauge panel, right side pump panel, and right side access door shall be fabricated from 1/8" black vinyl clad aluminum with a grained finish.

HORIZONTALLY HINGED GAUGE PANEL - ELIMINATOR

An angled, full width, horizontally hinged gauge access panel shall be provided at the operator's position.

Chrome plated positive locks shall be provided along with a retaining chain to limit travel.

ASHCROFT DISCHARGE PRESSURE GAUGES

All of the pump discharges shall be provided with an individual Ashcroft model #40-1009AW-02B030/0/600#-XLL-UC-VH pressure gauge. The four inch gauge shall have a reading value from -30 to 600 PSI with a white face and black numerals.

OFFICER SIDE VERTICALLY HINGED PUMP PANEL - SIDE MOUNT, ELIMINATOR

An access door shall be provided above the officer's side pump panel.

This door will have a vertical hinge with chrome plated positive locks for easy access.

PANEL FASTENERS

Stainless steel machine screws and lock washers shall be used to hold these panels in position.

The panels shall be easily removable to provide complete access to the pump for major service.

CAPS AND ADAPTERS SAFETY TETHER - BALL CHAIN

All applicable discharge and suction caps, plugs and adapters shall be equipped with chrome plated ball chain and secured to the vehicle.

PUMP PANEL APPROVAL

There will be a Pump panel layout of the Driver and Officer pump panels including intake and discharge locations for customer approval at the pre-construction conference.

PUMP PANEL DISCHARGE/SUCTION TRIM PLATES, HIGH POLISHED

A high polished trim plate shall be provided around each discharge port and suction inlet opening to allow accessibility to the respective valve for service and repairs.

DISCHARGE GAUGE TRIM BEZELS

Each individual discharge gauge shall be installed into a decorative chrome-plated mounting bezel that incorporates valve-identifying verbiage and color labels.

All 1 ½" discharges, drains, foam fill, foam tank fill, foam direct fill "on", foam pump flush shall be red.

Right side 2 ½" discharge, drain shall be white.

Left side 2 ½" discharge, drain shall be yellow.

Drains, pump intake, tank to pump, open, closed, main suction shall be brown.

Heat exchanger, pump cooler, push to prime, panel lights shall be blue.

All others shall be black examples include rpm counter, transfer valve, pressure, volume, hose bed lights, intercom jack, low voltage warning, tank fill, pressure, 2 ½" direct tank fill.

PUMP PANEL TAGS FASTENED WITH MACHINE SCREWS

The pump panel identification plates shall be securely fastened to the pump panels with machine screws.

PUMP OPERATOR'S PANEL, FULL WIDTH LIGHT SHIELD/STEP

The pump operator's panel shall be equipped with a light shield/step that shall be full width of the control panel, and shall be positioned to cover the lights and prevent glare.

The light shield shall be fabricated from aluminum tread plate, which shall also serve as a step.

The step shall be a minimum of 8" deep X the width of the pump panel.

(Note: On apparatus with lowered style crosslays, the light shield shall be from the back of the crosslays to the rear of the pump house).

The light shield shall be equipped with the following lights:

AMDOR LUMA BAR H2O SUPER BRIGHT LED - LIGHT SHIELD/STEP

Two (2) 20" Amdor Luma Bar H2O super bright led strip lights.

One (1) light under the operator's panel light shield shall be actuated when fire pump is engaged in addition to the pump engaged light.

OFFICER SIDE PUMP PANEL LIGHT SHIELD

The officer side pump panel shall be equipped with a light shield that shall be full width of the control panel, and shall be positioned to cover the lights and prevent glare.

The light shield shall be equipped with the following lights:

AMDOR LUMA BAR H2O SUPER BRIGHT LED - LIGHT SHIELD

Two (2) 20" Amdor Luma Bar H2O super bright led strip lights.

The lights shall be switched with the operator panel lights.

3/8" PUMP BY-PASS COOLER ON PUMP PANEL

3/8" Pump cooler (Bypass Line).

PUMP PRESSURE & VACUUM TEST PORTS @ PANEL

The pump panel shall be equipped with Vacuum & Pressure test plugs to allow for test equipment to monitor pump pressure and vacuum levels.

Chrome plugs and labels shall be provided for the test ports.

ASHCROFT MASTER PRESSURE AND COMPOUND GAUGES

The master pressure and compound gauges shall be Ashcroft model #50-1009AW-02B030/0/600#-XLL-UC-VH gauges. The gauges shall be a dry type gauge with a waterproof housing and Ashcroft's plus performance option.

PUMP UL CERTIFICATION - 750 GPM & UP

The pump shall be third party performance tested to meet the requirements of NFPA-1901.

To ensure top quality and integrity, the test company shall be Underwriters Laboratories (UL).

There will be no exceptions.

WATER TANK 2000 GAL POLY

The water tank shall have a capacity of 2000 gallons, constructed from polypropylene material.

WATER TANK CONSTRUCTION POLY

The Poly water tank shall be constructed of PT3 polypropylene material.

This material shall be a non-corrosive stress relieved thermoplastic and UV stabilized for maximum protection.

Tank shell thickness may vary depending on the application and may range from 1/2 to 1" as required. Internal baffles are generally 3/8" in thickness.

The tank shall be of a specific configuration and is so designed to be completely independent of the body and compartments.

Joints and seams shall be fused using nitrogen gas as required and tested for maximum strength and integrity.

The tank construction shall include PolyProSeal technology wherein a sealant shall be installed between the plastic components prior to being fusion welded.

This sealing method will provide a liquid barrier offering leak protection in the event of a weld compromise.

The top of the booster tank is fitted with removable lifting assembly designed to facilitate tank removal.

The transverse and longitudinal swash partitions shall be manufactured of a minimum of 3/8" PT3 polypropylene.

All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments.

The partitions shall be designed to provide maximum water flow.

All swash partitions interlock with one another and are completely fused to each other as well as to the walls of the tank.

All partitions and spacing shall comply with NFPA 1901.

The walls shall be welded to the floor of the tank providing maximum strength as part of the tank's unique Full Floor Design.

Tolerances in design allow for a maximum variation of 1/8" on all dimensions.

All tanks shall be tested and certified as to capacity on a calibrated and certified tilting scale.

Each tank shall be weighed empty and full to provide precise fluid capacity.

Each Poly-Tank's III is delivered with a Certificate of Capacity delineating the weight empty and full and the resultant capacity based on weight.

A tag shall be installed on the apparatus in a convenient location and contain pertinent information including a QR code readable by commercially available smart phones.

The information contained on the tag shall include the capacity of the water and foam (s), the maximum fill and pressure rates, the serial number of the tank, the date of manufacture, the tank manufacturer, and contact information.

The QR code will allow the user to connect with the tank manufacturer for additional information and assistance.

The tank must be designed and fabricated by a tank manufacturer that is ISO 9001:2000 certified in each of its locations.

The ISO certification must be to the current standard in effect at the time of the design and fabrication of the tank.

WATER TANK LID - POLY

The tank cover shall be constructed of 1/2" thick PT3 polypropylene and UV stabilized, to incorporate a multi-piece locking design, which allows for individual removal and inspection if necessary.

The tank cover(s) shall be flush or recessed 3/8" from the top of the tank and shall be fused to the tank walls and longitudinal partitions for maximum integrity.

Each one of the covers shall have hold downs consisting of 2" minimum polypropylene dowels spaced a maximum of 40" apart.

These dowels shall extend through the covers and will assist in keeping the covers rigid under fast filling conditions.

A minimum of two lifting dowers shall accommodate the necessary lifting hardware.

WATER TANK 6" OVERFLOW & VENT PIPE

The fill tower shall be fitted with an integral 6" I.D. schedule 40 PVC combination overflow/vent pipe running from the fill tower through the tank to a 6" coupling flush mounted into the bottom of the tank to allow water to overflow behind the chassis rear axle.

WATER TANK SUMP

The tank sump shall be a minimum of 10" wide x 10" long x 3" deep.

An anti-swirl plate shall be mounted inside the sump, approximately 1" above the bottom of the sump.

WATER TANK SUMP CONNECTION; ONE (1) FRONT

The front bulkhead of the water tank shall be fitted with one (1) tank sump connection.

WATER TANK 3" SUMP DRAIN

A 3" drain plug shall be provided.

WATER TANK FLANGES/OUTLETS

There shall be two (2) standard tank outlets; one for tank-to-pump suction line which shall be a minimum of 4" coupling and one for a tank fill line which shall be a minimum of a 2" NPT coupling.

All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank.

WATER TANK MOUNTING ALL "T" TANKS

The tank shall rest on the body cross members spaced a maximum of 22" apart, and shall be insulated from these cross members with a minimum of 3/8" nylon webbing or 1/2" rubber, 2-1/2" wide.

The tank shall sit cradle-mounted using four (4) corner angles of 6 x 6 x 4 x 0.250 welded directly to the body cross members.

The angles shall keep the tank from shifting left to right or front to rear.

The tank is designed on the free-floating suspension principle and shall not require the use of hold downs.

The tank shall be completely removable without disturbing or dismantling the apparatus body structure.

The body or hose bed cross braces shall act as water tank retainers.

INTEGRAL FOAM TANK, 20 GAL. TANK "A"

Included in the total capacity of the water tank, a 20 gallon integral foam storage area shall be built into the water tank.

The foam tank shall have a latched fill tower, properly labeled as the foam fill point.

A valved drain shall be provided.

CLASS ONE "ITL-40M" LED TANK LEVEL GAUGE - PUMP

The water tank shall be equipped with a Class 1, model # ITL-40M, water tank level gauge for indicating water level on the pump operator's panel.

The tank level gauge shall indicate the liquid level on a easy to read LED display and show increments of 1/8 of a tank.

CLASS ONE ITL-40M REMOTE GAUGE REAR OF BODY

The water tank shall be equipped with an additional Class 1, model # ITL-40M, water tank level gauge for indicating water level, on the rear of the vehicle. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 of a tank.

CLASS ONE ITL-40M REMOTE GAUGE OFFICER SIDE PUMP PANEL

The water tank shall be equipped with an additional Class 1, model # ITL-40M, water tank level gauge for indicating water level, on the officer's side pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 of a tank.

CLASS ONE ITL-4 MINI GAUGE IN CAB

The water tank shall be equipped with an additional Class 1, model # ITL, mini Intelli-Tank water tank level gauge for indicating water level. The level gauge shall be located in the cab. The tank level gauge shall indicate the liquid level on an easy to read display and show increments of 1/20 of a tank. A set of weather resistant connectors to connect to the digital display and a remote driver module shall be provided.

CLASS ONE WATER LEVEL - 1/4" NPT PRESS TRANS @ BOTTOM TANK

The gauge shall use a pressure transducer installed near the bottom of the water tank to determine the correct volume in the tank.

TANK LEVEL TRANSDUCER VALVE

A quarter turn valve shall be provided at the water tank fitting where the water tank level transducer is to be installed.

CLASS ONE "ITLF-40M" LED FOAM TANK LEVEL GAUGE - TANK "A"

The foam tank shall be equipped with a Class 1, model # ITLF-40M, Intelli-Tank foam level gauge for indicating foam level on the pump operator's panel.

The tank level gauge shall indicate the liquid level on a easy to read LED display and show increments of 1/8 of a tank.

CLASS ONE "ITL" 4-LIGHT MINI FOAM LEVEL IN CAB - TANK "A"

The foam tank shall be equipped with an additional Class 1, model # ITL, Intelli-Tank Mini foam tank level gauge for indicating foam level.

The level gauge shall be located in the cab.

The tank level gauge shall indicate the liquid level on an easy to read display and show increments of 1/4 of a tank.

A set of weather resistant connectors to connect to the digital display and a remote driver module shall be provided.

CLASS ONE FOAM LEVEL - 1/4" NPT PRESS TRAN @ BOTTOM TANK "A"

The gauge shall use a pressure transducer installed near the bottom of the foam tank to determine the correct volume in the tank.

FOAM TANK LEVEL TRANSDUCER VALVE

A quarter turn valve shall be provided at the foam tank fitting where the foam tank level transducer is to be installed.

WATER TANK MODIFICATION FOR DUAL TANK DIRECT FILLS

DIRECT TANK FILL, DS REAR, 3" AKRON, 2-1/2" NST FITTING

One (1) 2-1/2" NST direct tank fill shall be provided at the rear of the body, on the driver side, as low as possible.

The direct tank fill shall be gated with a 3" Akron ball valve with a swing handle.

The fill shall be equipped with a 30 degree elbow terminating with a 2-1/2" NST female swivel connection.

A quarter turn drain valve shall be supplied to bleed off excess pressure with a drain hose routed beneath the rear step area.

DIRECT TANK FILL, OS REAR, 3" AKRON, 2-1/2" NST FITTING

One (1) 2-1/2" NST direct tank fill shall be provided at the rear of the body, on the officer side, as low as possible.

The direct tank fill shall be gated with a 3" Akron ball valve with a swing handle.

The fill shall be equipped with a 30 degree elbow terminating with a 2-1/2" NST female swivel connection.

A quarter turn drain valve shall be supplied to bleed off excess pressure with a drain hose routed beneath the rear step area.

TANK MODIFICATION FOR REAR SQUARE DUMP

10" SQUARE NEWTON DUMP, ELECTRICALLY OPERATED - REAR - T TANK

The rear of the water tank shall be equipped with a 10" Newton Stainless Steel Dump Valve, model #1080-34. The dump valve shall be electronically actuated. The dump valve setup shall be capable of discharging the water tank contents at a rate of at least 1800 G.P.M.

REAR DUMP SS SWIVEL AND EXTENSION CHUTE

The rear dump shall be supplied with a stainless steel swivel chute (Model #60125SW-34), and a stainless steel 36" manual telescoping chute (Model #4036-34). This shall provide the user with the ability to dump water to the rear or either side of the apparatus.

REAR DUMP SWITCHING - IN CAB - CUSTOM MULTIPLEXED SWITCH

The rear dump shall be switched by a momentary style multiplexed switch from inside the cab. The switch shall be located in an area near the driver and shall be a backlit style switch.

The switch shall be interlocked with a master dump power switch located in the same switch console. The master dump power switch shall provide power to all dumps switching inside the cab. This setup is designed to prevent accidental activation of a dump from inside the cab.

REAR DUMP SWITCHING - DRIVER'S & OFFICER'S SIDE REAR BODY - MULTIPLEXED

The rear dump switching shall be installed on the driver and officer side of the rear body panel. The switches shall be backlit rocker style.

REAR DUMP SWITCHING - IN CAB - MULTIPLEXED

The rear dump shall be switched by a momentary style multiplexed switch from inside the cab. The switch shall be located in an area near the driver and shall be a backlit style switch.

The switch shall be interlocked with a master dump power switch located in the same switch console. The master dump power switch shall provide power to all dumps switching inside the cab. This setup is designed to prevent accidental activation of a dump from inside the cab

ONE (1) DUMP

DUMP MASTER POWER SWITCH IN CAB

There will be a master switch in the cab to control the power to the dump system.

FOAM PRO POWER FILL FOAM TANK REFILL SYSTEM

The apparatus shall be equipped with an electronic, automatic, concentrate refill system. System shall operate independently of the foam proportioner allowing simultaneous use. Refill operation shall not require apparatus or fire pump to be running. The system shall be capable of handling Class A or Class B foam concentrates, emulsifiers, gels and decontamination concentrates.

The apparatus shall be plumbed from the externally accessed intake/flush ports to the concentrate cell following manufacturer's recommendations. The external fill and flush connections to be quick-connect, cam-lock type. Internal piping to incorporate check valves to prevent back flow. Concentrate tank inlet shall be positioned to minimize agitation per manufacturers recommendations. The refill operation shall be based on direct measurement of concentrate level in tank.

System must be capable of automatically stopping when cell is full and include a manual override feature. The system shall be equipped with an electronic control suitable for installation on the pump panel. Incorporated within the control shall be a microprocessor that receives input from the system while controlling foam concentrate pump output.

An all bronze three-way valve shall be included to allow the operator to flush system after use. Valve control, intake and flush ports shall be located within corresponding panel plate. The system shall enable the operator to perform the following control/operation functions and status indicators for the refill operation: Provide push-button start/stop control of foam refill Solid green light advises operator concentrate cell is full Flashing green indicates system is running Green light off, system off Allow override of "full tank" condition Provide a means to flush the pump and intake piping ; System shall include a 12 or 24-volt electric motor driven, positive displacement concentrate pump.

Pump shall deliver minimum flow of 10 GPM (37.8 L/min) @ 20 psi with all concentrates currently utilized in fire apparatus. Pump body to be of all bronze construction and other wetted components and piping to be constructed of non-corrosive materials. The system shall draw a maximum of 38 amps @ 12 VDC or 19 amps @ 24 VDC. A pump/motor solenoid (mounted to the base of the pump) shall receive signals from the computer control display and power the 1/2 hp (0.4 Kw) electric motor directly coupled to the concentrate pump.

The system shall receive readings when the concentrate tank is full and stop operation to prevent overflow. ; Components of the complete refill system shall include: ; Operator control and display with Weather-Pac connectors Refill/flush quick-connect cam-lock fittings and cap Check valves Pump/motor assembly and solenoid Strainer Tank level switch Three-way fill/flush valve Stainless steel pick-up wand and 6 feet of reinforced suction hose, one (1) in diameter to allow maximum flow Panel placards

SUPER STRUCTURE FOR ALUMINUM BODIES

The body super structure shall be an all welded configuration utilizing a combination of 3" x 1-1/2" 6061-T6 thick walled structural tubing and 6061 structural channel.

This structure shall be designed to totally support the full length and width of the body and shall be welded to the body side compartments by use of reinforcement plates to incorporate the compartments into an integral part of the body weldment.

The super structure shall be bolted to the sides of the chassis frame at four (4) points.

STEPPING, STANDING, & WALKING SURFACES

All stepping, standing, and walking surfaces on the body shall meet NFPA #1901 anti-slip standards. Aluminum tread plate utilized for stepping, standing, and walking surfaces shall be ALCOA No Slip type. Upon request by the Purchaser, the manufacturer shall supply proof of compliance with this requirement.

SWEEP-OUT COMPARTMENTS (NON-AERIALS)

Compartment floors shall be welded to the compartment walls and have a sweep out design for easy cleaning.

Compartments with hinged doors shall have the door opening flanges bend down to produce the sweep-out design.

Compartments with roll-up style doors shall have the external floor flange stepped down, 1/2" high x 2" deep, to produce a sealing surface for the roll-up doors below the compartment floor.

The sweep out design shall also permit easy cleaning.

COATED FASTENERS

All exterior fasteners shall be coated stainless steel screws.

Screw threads shall be coated with reusable, self-locking, sealing material to provide vibration resistance.

Screw heads shall be coated with a sealing element to prevent galvanic corrosion between dissimilar metals.

Non-coated screws shall only be provided as part of vendor supplied component installations.

There will be no exceptions.

COMPARTMENT LOUVERS

Ventilation between compartments to atmosphere shall be provided and located to avoid water entry into compartments.

ACCESS PANELS

Removable access panels shall be provided in all lower compartments (if applicable) to access spring pins, fuel tank sender, electrical junction compartment and rear body mounts.

Protective panels shall be located in the rear compartments providing access to the lights and associated wiring. The covers shall also serve as protective covers to prevent inadvertent damage to lights or wiring from tools or equipment located in the compartment.

REAR BODY PANEL DESCRIPTION

The rear body panel shall extend the full width between the beavertails. This panel shall be the full height from the rear step to the hose bed floor. The panel shall be bolted on and removable, with no part of the rear panel attached to the booster tank. The rear body panel material shall be aluminum tread plate as standard. If Chevron striping is specified for the rear of the body then smooth aluminum shall be utilized.

BODY 3/16" ALUMINUM; 163"

All compartment panels and body side sheets shall be entirely 3/16" aluminum (5052-H32). Each side compartment assembly shall be both plug welded and stitch welded to ensure proper weld penetration on all panels while avoiding the possible warping caused by a full seam weld. The side compartments shall be welded on a fixture to ensure true body dimensions of all door openings. The side compartments and body side panels are then set into a body squaring fixture where the super structure is installed and the entire body is aligned to be completely symmetrical. The super structure is then welded to the compartment side panels and reinforcement plates are inserted which allows the compartment panels to become an integral component of the body support structure. A full seam weld shall not be used due to the applied heat which could distort sheet metal and remove the protective coating from the perimeter of the welded area. All seams shall be caulked prior to finish paint to ensure proper compartment seal.

96" WIDE BODY

The fire body shall be 96" wide to provide the maximum amount of usable hose bed space, approximately 72" wide, and to extend the body fenderettes outward for better tire tread coverage. All lower compartments shall be 24" deep overall, all upper compartments shall be 12" deep overall.

STANDARD FENDER - NO STORAGE (COMMERCIAL)

The standard body fender shall be provided, no special storage options have been specified for the fender area.

DRIVER FORWARD FENDER - OPEN STORAGE AREA

A storage compartment shall be inserted into the fender to provide an open storage area for customer supplied devices such as salvage tarps, rope bags, wheel chocks, etc.

The storage area shall be sized as tall and wide as possible in the fender (minimum of 14" wide x 15" tall with an angled floor by fender radius), and shall be 24" deep.

DRIVER REARWARD FENDER - OPEN STORAGE AREA (TRIANGLE)

A storage compartment shall be inserted into the fender to provide an open storage area for customer supplied devices such as salvage tarps, rope bags, wheel chocks, etc.

The storage area shall be sized as tall and wide as possible in the fender (minimum of 14" wide x 15" tall with an angled floor by fender radius), and shall be 24" deep.

OFFICER FORWARD FENDER - TRIPLE STORAGE SLOT

A storage compartment shall be inserted into the fender to provide a storage area for three (3) customer supplied SCBA cylinders (or fire extinguishers of similar size).

The storage area shall be sized as tall and wide as possible in the fender (minimum of 14" wide x 15" tall with an angled floor by fender radius), and shall be 24" deep.

The compartment shall have a non-abrasive lined cradle storage area for each of the three (3) devices.

OFFICER REARWARD FENDER - TRIPLE STORAGE SLOT

A storage compartment shall be inserted into the fender to provide a storage area for three (3) customer supplied SCBA cylinders (or fire extinguishers of similar size).

The storage area shall be sized as tall and wide as possible in the fender (minimum of 14" wide x 15" tall with an angled floor by fender radius), and shall be 24" deep.

The compartment shall have a non-abrasive lined cradle storage area for each of the three (3) devices.

FENDER STORAGE COMPARTMENTS - PAINTED DOORS

The fender storage area(s) shall be enclosed by a hinged door fabricated from the same material as the primary body construction, and painted the primary body color.

The back side of the door shall have a section of Nylatron installed to protect the door surface from the items stored in the compartment.

Each door shall be tied into the compartment door ajar/do not move apparatus warning system.

There will be no exceptions.

SA TANK 138, DRIVER SIDE LOW SIDE/FULL HIGH SIDE; ND

One (1) low side compartment, with a vertically hinged single door, forward of the rear wheels. Compartment dimensions 36" High x 35" Wide, with a door opening of 35" High x 32" Wide.

One (1) low side compartment, with a vertically hinged single door, behind the rear wheels. Compartment dimensions 28" High x 31" Wide, with a door opening of 27" High x 31" Wide.

One (1) high side storage compartment, with two (2) roll up doors. Compartment dimensions 32" High x 135" Wide, two (2) side door openings, each 29-1/2" High x 64-1/2" Wide respectively.

SA TANK 138, OFFICER SIDE LOW SIDE/HIGH SIDE W/ TANK STORAGE; ND

One (1) low side compartment, with a vertically hinged double door, forward of the rear wheels. Compartment dimensions 36" High x 35" Wide, with a door opening of 35" High x 32" Wide.

One (1) low side compartment, with a vertically hinged double door, behind the rear wheels. Compartment dimensions 28" High x 31" Wide, with a door opening of 27" High x 31" Wide.

One (1) high side portable tank storage compartment, with one (1) rear vertically hinged door. Compartment dimensions 36" High x 138" wide. The rear door opening shall be 34" High x 10" Wide and the floor of the compartment shall be covered with nylatron that is mechanically fastened.

APPARATUS BODY GENERAL DESCRIPTION (ELIMINATOR)

The body side and compartment assemblies shall be designed and assembled to provide maximum strength and durability under all operating conditions.

Special attention shall be taken to minimize corrosion on all fabricated parts and structural members of the body. All bolt-on components shall be provided with a dissimilar metals isolation barrier to prevent electric corrosion. The body design shall also incorporate removable panels to access spring hangers, rear body mounts, and fuel tank sending units.

The body assembly shall be an all-welded configuration. The body shall extend over the pump enclosure to provide for additional water storage as well as improved weight distribution. The pump enclosure shall be an isolated design separate from the body.

SA 163-ELIMINATOR TANKER HINGED NO SIDE DUMPS (2000 MAX)**STEPPED REAR BODY**

The lower portion of the rear body shall be stepped up eight (8) inches to provide a greater angle of departure. The departure angle shall be a minimum of 20 degrees.

DELETE COMPARTMENT

A rear step compartment shall not be provided.

2" THICK COMPARTMENT DOORS - FLAT RECESSED DOORS

The compartment doors shall be flushed type, having the outer skin fabricated from 3/16" (5052 H32) aluminum. The door skin shall have a formed a mounting flange on one (1) side as a hinge. The door skin shall have reinforcing channels welded internally to accommodate the inner door pan mounting. The 2" thick compartment doors shall reduce the overall specified compartment depth by 2". All horizontally hinged doors shall be 1" thick to provide additional compartment storage area. The 1" thick horizontal hinged doors shall reduce the overall specified compartment depth by 1-1/4".

ROBINSON ROLL-UP DOORS, PAINTED FINISH

QTY: 3

The roll-up doors shall be made of Robinson (ROM) brand. The doors shall be painted to match the required color of the fire department.

ROBINSON ROLL-UP DOORS, PAINTED FINISH

The two driver's side high side compartments shall be provided with roll up doors. The roll-up doors shall be made by Robinson (ROM) brand. The doors and frames shall be painted to match the required color of the fire department. Locks shall be provided for each of the compartment doors to match the other compartment door locks.

BRUSHED FINISHED DOOR PANS - 2" THICK DOORS

Each inner pan shall be constructed from 12 gauge stainless steel material, which shall be provided with a brushed finish.

The brushed finish shall allow the fire department to remove scratches from the inner door pan with sand paper or scuff pad.

Each inner door pan shall be fastened to the door frame channels to provide a smooth, snag-free inner door surface.

The inner door pan on the running board compartments shall enclose the latch and reinforcements completely.

The pan shall be easily removable to access the enclosed latch mechanism.

DOOR HINGE FOR FLUSH HINGED DOORS

Hinges shall be full length polished stainless steel piano type. The hinges shall be mounted with stainless steel hardware.

DOOR SEAL FOR FLUSH HINGED DOORS

Enclosed body compartment doors shall be equipped with a closed cell gasket.

The gasket material shall be EPDM to provide a gasket resistant to weather, temperature extremes, and aging.

ROTARY LATCHES WITH D-RING HANDLES

Externally latched body doors shall be equipped with stainless steel D-ring handles.

Rotary door latches shall be provided for all full height body doors, which shall incorporate rotary latches at the top and bottom of all externally latched single or double doors.

Linkages shall be provided between the actuation handle and the latch mechanisms.

The blank door of a double door configuration shall have rotary latches at the top and bottom of each door with the latch release lever accessible thru the door frame, which eliminates the need to reach inside the compartment to release the door.

Linkages shall be provided between the actuation handle and the latch mechanisms.

Horizontally hinged doors shall be equipped with a single rotary door latch.

KEYED DOOR LOCKS, HINGED OR ROLL-UP DOORS

QTY: 7

A compartment door(s) shall be equipped with keyed locking door latches.

Two keys shall be furnished for each lock and shall be labeled to indicate the correct match.

KEY MODEL #1250

QTY: 7

The specified door lock cylinder shall be equipped with a #1250 key.

CLEVELAND SPRING DOOR SPRINGS

Stay arms shall be "Cleveland" double acting style, to be used on all vertically hinged storage compartment doors.

All horizontally hinged compartment doors shall be furnished with two (2) Eberhard gas shock type door stay arms.

ALUMINUM WHEEL WELL LINERS

Fully removable, bolt-in, 1/8" aluminum fender liners shall be provided.

The wheel well liners shall extend from the outer wheel well body panel, into the truck frame.

Removable vertical splash shields, inward of the wheels, shall be provided to give access to the hydraulic components.

The completely washable fender liners shall be designed to protect the front and rear compartments and main body supports from road salts, dirt accumulation and corrosion.

REAR MUD FLAPS

Heavy duty mud flaps shall be provided behind the rear wheels.

DRIP MOLDING

Compartment tops over all side compartments shall have a flange formed to provide protection against water runoff.

For bodies with wide hose beds or coffin compartments a secondary extruded drop molding shall be provided above the compartments.

MOLDED BLACK RUBBER FENDERETTES, SINGLE AXLE BODIES

The single rear fenders shall be trimmed with replaceable, bolt-in, molded black rubber fenderettes.

The fenderettes shall be secured to the body with stainless steel threaded fasteners along the internal perimeter of the wheel well.

Rubber welting shall be installed between the fenderettes and the body fender.

I-ZONE BRACKETS

Fold out style I-Zone brackets shall be provided at the rear of the body. Polished stainless steel scuff plates shall be provided behind the brackets to protect the surface of the body.

STAINLESS DOOR SILL PROTECTORS INSIDE ALL BODY

A 90 degree angle door sill protector, fabricated from 18 gauge brushed finish stainless steel shall be installed on the bottom external edge of each body compartment door opening to help protect this area from paint chipping.

COMPARTMENT TOPS (TANKERS)

COMPARTMENT TOPS

Compartment tops shall be covered with polished aluminum tread plate on both sides.

BODY RUB RAILS, C-CHANNEL

Sacrificial, C-Channel style, rub rails shall be mounted at the base of the body, extending outward from the body. The rub rails shall extend the full length of the main body. Rub rails shall be bolted to the body from the bottom side of the compartment area so it does not damage the body side panels on initial impact and provide easy replacement.

INNOVATIVE CONTROLS LIGHTED FOLDING STEP(S), BODY REAR DRIVER SIDE

Innovative Controls large lighted folding step(s), with a textured chrome plate finish, shall be provided on driver side body rear to provide NFPA compliant access (maximum 18" height between steps) to an upper horizontal walking surface (compartment cap, dunnage area, fabricated step, or upper body compartments).

INNOVATIVE CONTROLS LIGHTED FOLDING STEP(S), BODY REAR OFFICER SIDE

Innovative Controls large lighted folding step(s), with a textured chrome plate finish, shall be provided on officer side body rear to provide NFPA compliant access (maximum 18" height between steps) to an upper horizontal walking surface (compartment cap, dunnage area, fabricated step, or upper body compartments).

ZICO PULLOUT STEPS

Two (2) Ziamatic model PS-8-5 pullout steps shall be provided and installed under the rear tail board.

GRAB RAILS, KNURLED ALUMINUM EXTRUSION

All hand rails shall be 1-1/4" outer diameter, knurled bright anodized aluminum extrusion, designed to meet NFPA 1901 requirements.

Molded gaskets shall be installed between the handrail stanchion castings and body surfaces to prevent electrolytic reaction between dissimilar metals and to protect paint.

Grab rails shall be provided at the following specified locations.

Additional grab rails shall be provided adjacent to any additional steps specified to comply with NFPA 1901.

TWO (2) VERTICAL RAILS ON REAR

Two (2) vertical rails shall be mounted on the rear edge of the beavertails, one (1) each side.

ONE (1) HANDRAIL, BELOW HOSE BED LEVEL

One (1) horizontal, full width handrail shall be installed on the rear, below the level of the hose bed.

TWO (2) 18" HORIZONTAL HANDRAILS REAR TOP OF BODY

Two (2) 18" horizontal handrails shall be provided and installed one (1) on each side at rear top of body.

PAINTED REAR TOW EYES, BELOW BODY

Two (2) painted tow eyes shall be furnished on the rear of the vehicle. The tow eyes shall be made from plate steel and shall be bolted directly to the chassis frame rails with grade 8 bolts. The tow eyes will extend below the body. The tow eyes shall be smooth and free from sharp edges. They will have a minimum eyelet hole of 2-1/2". The tow eyes shall be painted.

CUSTOMER SPECIFIED HOSEBED CAPACITY - 300' OF 1.75" ; 200' OF 1.5" ; 400' OF 3"

The hose bed shall be designed with enough storage capacity to carry the following customer specified hose load: Feet of 5" supply hose, Feet of 3" supply hose, and Feet of 2-1/2" attack hose.

TWO (2) - 3/16" ADJUSTABLE HOSEBED PARTITIONS

Two (2) fully adjustable 3/16" aluminum hose bed partitions shall be provided.

The partition shall be easily adjustable by channels, located at the front and rear of the hose bed.

The partition shall be removable for access to the booster tank.

HOSEBED COVER - TREADPLATE COVER WITH FIXED CENTER DIVIDER

An aluminum tread plate hose bed cover shall be mounted on the side body flanges, utilizing a full length, stainless steel hinge on each side. The cover shall be constructed of 3/16" aluminum tread plate with an aluminum extrusion frame. The cover shall be supported by a fixed center partition which shall be 1-1/2" higher than the side body flanges allowing for water to run off. The handles shall be provided at the rear for lifting. Both gas springs and cables shall be provided at the front to hold open the doors. The switches shall be provided on each side cover, which shall be tied to the "Do Not Move Apparatus When Light Is On" warning light inside the cab. A hinged access door shall be provided over the water

tank fill tower area allowing access to the fill tower when the hose bed cover is closed. The access door shall be hinged to the front to prevent the door from opening when the apparatus is in motion.

VINYL FLAPS AT REAR EDGE OF TREADPLATE COVER

Two (2) vinyl flaps at the rear of the tread plate hose bed cover. They shall be secured to the hose bed cover with quarter turn fasteners and to the rear body with bungee cords.

HYPALON MATERIAL COLOR - BLACK

The Hypalon material shall be black in color.

HOSE BED, TANKER BODIES

The hose bed shall be located directly above the booster tank and shall be free from all sharp objects such as bolts, nuts, etc., to avoid damage to fire hose.

HOSE BED 12" DEEP

The hose bed storage area, shall have a minimum capacity of seventy-five (75) cubic feet, and shall accommodate 2-1/2" or larger fire hose as required by the Purchaser. The hose bed depth shall be 12". The hose bed shall be located directly above the booster tank and shall be free from all sharp objects such as bolts, nuts, etc., to avoid damage to fire hose.

For added strength, rigidity and appearance, the hose bed side walls shall have the top edge flanged outward two (2) inches and downward one (1) inch. In a similar fashion, the top edge of the front wall shall be flanged inward two (2) inches and downward one (1) inch.

ALUMINUM HOSE BED FLOORING - TANKER

Flooring to be constructed from extruded aluminum and be properly spaced for ventilation. The flooring shall be smooth and free from sharp edges to avoid hose damage. The hose bed floor shall be removable to provide access to inner body framework.

SUCTION HOSE STORAGE IN CENTER OF HOSE BED

A storage module constructed of aluminum tread plate shall be provided in the body hose bed area to accommodate suction hose storage. The storage area will be located at the center of the hose bed. The hose bed covers shall be designed to rest on the suction hose storage module.

TWO (2) 10' SECTIONS OF 4" KOHECK LIGHTWEIGHT SUCTION HOSE

Two (2) 10' sections of four (4) inch Kocheck (PVC) suction hose with lightweight hard coat couplings shall be furnished. Couplings shall include a long handle with a female swivel on one end and a rocker lug male on the other. All threads shall be four (4) inch N.S.T.

4" NST, KOCHekLOW LEVEL STRAINER WITH MOUNTING BRACKET

A 4" N.S.T., KocheK LL40 low level type strainer(s) with integral jet siphon shall be provided and attached to the suction hose. A KocheK LLMB compartment mounting bracket shall also be provided to store the strainer(s) when not in use.

DRI-DEK MATERIAL ON ALL COMPARTMENT FLOORS

Dri-Dek brand floor material shall be installed on all compartment floors.

The Dri-Dek shall be custom installed to provide full floor coverage.

FLOORING MATERIAL ON SHELF(S) OR TRAY(S)**QTY: 8**

Floor matting material shall be provided on the noted quantity of specified shelves or roll-out trays.

FLOORING MATERIAL COLOR (RED)

The compartment flooring color shall be red.

GENERAL PAINT DESCRIPTION

The apparatus body shall be painted with Sikkens paint product. The paint process shall meet or exceed current state regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

The exterior shall have no mounted components prior to painting to assure full coverage of metal treatments and paint to the exterior surfaces of the body. Any vertically or horizontally hinged smooth-plate compartment doors shall be painted separately to assure proper paint coverage on body, door jambs and door edges.

Paint process shall feature Sikkens high solid LV products and be performed in the following steps:

- Corrosion Prevention - all aluminum surfaces shall be pre-treated with the Alodine 5700 conversion coating to provide superior corrosion resistance and excellent adhesion of the base coat.
- Sikkens Sealer/Primer LV - acrylic urethane sealer/primer shall be applied to guarantee excellent gloss hold-out, chip resistance and a uniform base color.
- Sikkens High Solid LVBT650 (Base coat) - a lead-free, chromate-free high solid acrylic urethane base coat shall be applied, providing excellent coverage and durability. A minimum of two (2) coats shall be applied.
- Sikkens High Solid LVBT650 (Clear coat) - high solid LV clear coat shall be applied as the final step in order to ensure full gloss and color retention and durability. A minimum of two (2) coats shall be applied.

Any location where the material is penetrated after painting, for the purpose of mounting steps, hand rails, doors, lights, or other specified components shall be treated at the point of penetration with a corrosion inhibiting pre-treatment (ECK Corrosion Control). The pre-treatment shall be applied to the aluminum sheet metal or aluminum extrusions in all locations where the aluminum has been penetrated. All hardware used in mounting steps, hand rails, doors, lights, or other specified components shall be individually treated with the corrosion inhibiting pre-treatment.

After the paint process is complete, the gloss rating of the unit shall be tested with a 20 degree gloss meter. Coating thickness shall be measured with a digital MIL gauge and the orange peel with a digital wave scan device.

GENERAL PRIMER & PREP DESCRIPTION - "T" TANKER

All exposed welds shall be ground smooth for final finishing of areas to be painted. The compartments and doors are totally degreased and phosphatized. After final body work is completed, grinding (36 and 80 grit), and finish sanding shall be used in preparation for priming.

GENERAL FINISH PAINT DESCRIPTION - "T" TANKER

The body shall be finish sanded and prepared for final paint. Upon completion of final preparation, the body shall be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint. Finish paint shall be applied in multiple coats to ensure proper paint coverage with a high gloss finish.

GENERAL FINISH PAINT DESCRIPTION

The body shall be finish sanded and prepared for final paint.

Upon completion of final preparation, the body shall be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint.

Finish paint shall be applied in multiple coats to ensure proper paint coverage with a high gloss finish.

OTHER 2-DR TWO TONE AS PROVIDED BY KME

The commercial cab exterior shall be finish painted over the original OEM paint with a Sikkens system, two-tone configuration, to match the Purchaser's furnished paint codes.

COMMERCIAL CAB PAINT FINISH - OTHER

The chassis shall be painted and detailed as provided from the chassis OEM and shall meet their quality guidelines.

WHEEL AND HUB PAINT - AS PROVIDED

The chassis wheels shall be painted as provided by the commercial chassis manufacturer.

BODY BUFFING & FINISH - "T" TANKER

The entire body shall be buffed and detailed.

INSIDE/UNDERSIDE BODY PAINTED JOB COLOR - PUMPER

The inside and underside of the complete body assembly shall be painted job color using a Sikkens paint system, prior to installation of the body on the chassis or torque box.

COMPARTMENT INT W/ MULTISPEC, WHITE MARBLE STONE - PUMPER

The interior of the compartments shall be finish painted with Multispec #7247 White Marble Stone scuff resistant paint to provide a protective application over all of the compartment interior surfaces.

FENDER COMPARTMENT INTERIOR - MULTISPEC

The interior of the fender storage compartments (if fender compartments are specified) shall be finish painted with Multispec #7247 White Marble Stone finish to provide a protective finish.

PUMPHOUSE & PLUMBING PAINTED BLACK

The pump enclosure and pump/plumbing within the pump enclosure shall be painted black.

SINGLE COLOR BODY PAINT SCHEME - 'T' TANKER

The body paint finishes shall be Sikkens paint system in a single color, to match customer furnished paint codes and requirements.

PINT OF TOUCH-UP PAINT

One (1) pint of each exterior color paint for touch-up purposes shall be supplied when the apparatus is delivered to the end user.

4" SCOTCH-LITE STRIPE ON CAB AND BODY

A four (4) inch high "Scotch-Lite" stripe shall be provided.

The stripe shall be applied on a minimum of 60 percent of each side of the unit, 60 percent on the rear of the unit and 40 percent on the front of the unit.

The Scotch-Lite stripe layout shall be determined by the Fire Department.

4-1/2" SCOTCH-LITE STRIPE ON CAB AND BODY

A 4-1/2 inch high BLACK "Scotch-Lite" stripe shall be provided under the white stripe to allow for a 1/4 inch pin stripe above and below the white stripe.

WHITE SCOTCH-LITE

The Scotch-Lite shall be white in color.

REFLECTIVE WHITE STRIPING ON DOOR EDGES

Each hinged body compartment door shall be provided with a white reflective stripe, up to one inch wide, on the inner door panel and on the door frame on each door.

REFLEX-LITE, DIAMOND GRADE, STRIPING ON SHELVES, TRAYS, ETC.

Up to twenty (20) 1" wide reflective stripes shall be installed on each side and front of the body pullout trays, shelves and the ladder rack support arms (if applicable).

Material to be Reflex-Lite, Diamond Grade, with reflective striping to match the rear of the vehicle.

NOTE: Approximately 60' of striping.

REAR CHEVRON STRIPING

REAR CHEVRON STRIPING

50% VERTICAL SURFACE

At least 50% of the rear facing vertical surface shall be covered with alternating strips of reflective striping.

6" 50% REAR SCOTCH-LITE DIAMOND GRADE CHEVRON STRIPING

The striping shall be 6" Diamond Grade Scotch-Lite.

RED & FLUORESCENT YELLOW GREEN DIAMOND GRADE SCOTCH-LITE

The Diamond Grade Scotch-Lite shall be Red and Fluorescent Yellow Green in color.

ROAD SAFETY KITS

A road safety kit shall be furnished with the following equipment:

- 2 1/2 lb. B-C fire extinguisher

- Triangle safety reflectors.

STREAMLIGHT LITEBOX HANDLIGHT

A Streamlight model 45107 orange "LiteBox" rechargeable hand light(s) and 12 volt charger shall be installed as directed by the purchaser.

Charger shall be wired to the chassis battery system.

AKRON GATED WYE

An Akron model 2580 gated wye shall be provided as loose equipment and shipped with the completed unit. The wye shall have a 2.5 inch NSTF inlet and two gated 1.5 inch NSTM outlets

FOUR (4) ZICO #AC-44 NON-FOLDING WHEEL CHOCKS

Four (4) Zico model #AC-44 non-folding wheel chocks shall be provided and stored in the driver's side body fender compartments, one in each compartment.

ALUM FOL-DA-TANK - 2100, 22 OZ. HPR (7" X 30" X 135" STORED)

A Fol-Da-Tank brand 2100 gallon aluminum frame folding water tanks shall be provided. When opened, the tanks shall measure 30" high by 135" square and shall fold to form a storage size of 30" high by 9" wide by 135" long. The folding tanks shall be equipped with 22 ounce HPR (High Performance Rubber).

GROUND COVER, FOL-DA-TANK, 2100 GALLON

A 22 ounce HPR ground cover(s) shall be provided for the 2100 gallon folding water tank(s).

COMMERCIAL CHASSIS - 5 YEAR NEW PRODUCT WARRANTY

KME hereby warrants to the original purchaser (first end users) that any new products manufactured by KME will be free from defects in material and workmanship under normal use, maintenance and service for a period of five (5) years from date of delivery, subject to the conditions and exceptions stated herein.

Under this warranty, KME's obligation is limited to the repair or replacement at KME's option, at its factory, by its representative, or by its authorized service facility, of any part found to be defective by KME. If KME deems it necessary, all parts for which warranty claim is made will be returned to KME, transportation charges prepaid, for examination by KME who shall be the sole judge as to whether such part was defective in material or workmanship under normal use, maintenance or service. The Commercial Chassis Warranty start date shall begin upon departure of the completed apparatus from KME (unless chassis is customer provided, at which point the chassis warranty start period will be as agreed upon between the customer and the chassis dealership from whom it was purchased).

10 YEAR BODY STRUCTURAL WARRANTY

The proposed body will be warranted against structural defects for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

10 YEAR BODY CORROSION WARRANTY, USE W/COMMERCIAL CHASSIS

The proposed body will be warranted against rust-through or perforation, due to corrosion from within, for a period of ten (10) years. Perforation is defined as a condition in which an actual hole occurs in a sheet metal panel due to rust or corrosion from within. Surface rust or corrosion caused by chips or scratches in the paint is not covered by this warranty.

PAINT FINISH WARRANTY, TEN (10) YEAR

The proposed paint finish will be warranted for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

10 YEAR STAINLESS STEEL PIPING WARRANTY

The proposed stainless steel plumbing will be warranted for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

LIFETIME POLY TANK WARRANTY - ALL TANKS

The proposed water tank will be warranted by the water tank manufacturer for the "Lifetime" of the unit. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

DARLEY - STANDARD LIMITED WARRANTY - 6 YEAR (PTO / MIDSHIP)

W.S. Darley & Co. ("Darley") hereby warrants to the original buyer that products manufactured by Darley will be free of defects in material and workmanship for a period of six (6) years or 6,000 hours of pump usage. Within this warranty, Darley will cover parts for the entire warranty period and labor for the first three (3) years. OEM Customers may transfer this warranty to their end purchasers without the written consent of Darley, provided such OEM's identify such customers by written notice to Darley.

FOAM PRO 2000 SERIES- FOAM SYSTEM - STANDARD WARRANTY

The liability of FoamPro under the foregoing warranty will be limited to the repair or replacement at FoamPro's option without charge for labor or materials of any parts upon return of the entire pump, system or other product or of the particular part to the FoamPro factory within the warranty period, at

the sole expense of the purchaser, which part will upon examination appear to FoamPro's satisfaction to have been defective in material and workmanship.

AKRON - 5 YEAR LIMITED WARRANTY

The limited warranty set forth here against defective materials or workmanship for a period of five (5) years will be given by Akron Brass Co. with respect to Akron Brass Co. products purchased and used in the United States and Canada respectively. All Akron valves are warranted for 10 years.

CORROSION TREATMENT

The entire unit shall be thoroughly rust proofed utilizing rustproof and sound deadening materials applied in manufacturer recommended application procedures.

Rust proofing shall be applied during the assembly process and upon completion to insure proper coverage in all critical areas.

EXHIBIT E: PRICING PAGE

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. Reference to the pricing should not be included in any of the other submittals. 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 WATER TENDER PER SPEC 18-09-02

Item	Description	Unit of Measure	Qty	Unit Price	Ext. Total
1	WATER TENDER Per Specification No. 18-09-02 YEAR: 2019 MAKE: KME MODEL: WATER TENDER	Each	2	\$ 394,412.51	\$ 788,825.02
Sales Tax (7.75%)					\$ 61,133.94
Subtotal					\$ 849,958.96
2	Tire Fee per vehicle, non-taxable	Each	2	\$ 10.50	\$ 21.00
3	Exact transportation charges, if any, non-taxable	Each	2	\$ 4,000.00	\$ 8,000.00
4	Documentation Fees	Each	2	\$ 0	\$ 0
5	Pre-Inspection Trip cost per person	Each	4	\$ 2,000.00	XXXXX 4,000.00 8,000.00
6	Mid Inspection Trip cost per person	Each	4	\$ 2,000.00	XXXXX 4,000.00 8,000.00
7	Final Inspection Trip cost per person	Each	4	\$ 2,000.00	XXXXX 4,000.00 8,000.00
Total					\$ 869,979.96

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

See attached warranty documents in KME proposal specifications.

GOVERNMENT / CO-OPERATIVE CONTRACT: Is your pricing based on a Government or Co-operative contract? YES _____ NO XX

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 X No _____

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

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

Invoices shall include the Company's Federal Tax ID#, 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.

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 ☐ 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: _____

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): _____

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: _____

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): _____

EXHIBIT G: IRS FORM W9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

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

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

____ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

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

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

FIRM'S LEGAL NAME: Kovatch Mobile Equipment Corp. DBA KME Fire Apparatus

FIRM PARENT OR OWNERSHIP: REV Group

ADDRESS: One Industrial Complex Nesquehoning, PA 18240

FIRM TELEPHONE #: 951-685-1224 **FIRM FAX #:** _____

FIRM'S TAX I.D. NUMBER: 23-2367607 **INCORPORATED:** YES ☒ NO ☐

LEGAL FORM OF COMPANY: (partnership, corporation, joint venture): Corporation

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: Since 1985

LENGTH OF TIME AT CURRENT LOCATION: Since 1985

NUMBER OF EMPLOYEES: _____ **NUMBER OF CURRENT CLIENTS:** _____

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

NAME: Brandon Gomez **TITLE:** Apparatus Sales

TELEPHONE #: 909-917-4339 **E-MAIL:** bgomez@kmefire.com

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

NAME: same as above **TITLE:** _____

TELEPHONE #: _____ **E-MAIL:** _____

EXHIBIT I: CERTIFICATION OF PROPOSAL

In responding to RFP JA2271 – Heavy Duty Service 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: Kovatch Mobile Equipment Corp. DBA KME Fire Apparatus

ADDRESS: One Industrial Complex

CITY: Nesquehoning STATE: PA ZIP CODE: 18240

PRINTED NAME: Ken Creese TITLE: VP Sales & Service - REV Fire CA

SIGNATURE OF PERSON AUTHORIZED TO SIGN:  DATE: 1/11/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2019

10/16/2018

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1413135 Kovatch Mobile Equipment Corp. One Industrial Complex Nesquehoning PA 18240	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great American E & S Insurance Company	
	INSURER B: Travelers Property Casualty Co of America	
	INSURER C: AXIS Surplus Insurance Company	
	INSURER D: The Charter Oak Fire Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES ALLSP **CERTIFICATE NUMBER:** 14113198 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	PL1744639-01	7/1/2018 7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2JCAP8E082581TIL18	7/1/2018 7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	EAU781897012018 XS1744640-01	7/1/2018 7/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC20UB118D488218	7/1/2018 7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
ORANGE COUNTY FIRE AUTHORITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED ON A PRIMARY AND NON- CONTRIBUTORY BASIS UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT AND ARE ADDITIONAL INSURED UNDER AUTOMOBILE LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

14113198

ORANGE COUNTY FIRE AUTHORITY
ATTN: PURCHASING DEPARTMENT
P. O. BOX 57115
IRVINE CA 92619

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AUTOMATIC ADDITIONAL INSURED - VENDORS - WHEN REQUIRED IN WRITING IN A CONTRACT OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

- A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organizations (referred to throughout this endorsement as vendor) with whom you have agreed in writing in a contract or agreement to include as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such vendor:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- B.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to **SECTION III - LIMITS OF INSURANCE AND SELF-INSURED RETENTIONS**:

The most we will pay on behalf of the vendor is:

1. The amount of insurance required by the contract or agreement, minus the amount of damages payable by you within the "self-insured retention"; or
2. The amount of insurance available in excess of the "self-insured retention" under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement does not change any other provision of the policy.



ORANGE COUNTY FIRE AUTHORITY ATTN: PURCHASING
DEPARTMENT
P. O. BOX 57115
IRVINE CA 92619

To whom it may concern:

In an effort to meet demand for more timely delivery of certificates, Lockton Companies now provides paperless delivery of Certificates of Insurance. Thank you for your patience and willingness to help lessen our environmental footprint.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing the Certificate ID found at the top of this page.

- Email: PCertificate@lockton.com;
- Phone: (866) 728-5657 (toll-free)

Please notify us if this certificate is no longer needed.

Thank you,

Lockton Companies



REQUEST FOR BEST AND FINAL OFFER
RFP JA2328 – WATER TENDERS

DATE BEST AND FINAL OFFER REQUESTED: February 28, 2019
DUE DATE FOR BEST AND FINAL OFFER: March 6, 2019 at 5:00PM

KME Fire Apparatus
bgomez@kmeffire.com

Dear Brandon Gomez,

Your firm, KME Fire Apparatus, submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA). KME, 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.

KME Fire Apparatus, is invited to submit its BAFO for consideration in the award determination process. Best and Final Offers must be received no later than **5:00 P.M. March 6, 2019**. The BAFO may be submitted by email.

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 improvements 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,

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

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 of perjury.

A handwritten signature in black ink, appearing to read "Brandon Gomez".

Signature of Person Authorized to Sign

BRANDON GOMEZ

Printed Name

3/5/19

Date

SALES MANAGER

Title

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 included in the BAFO pricing consideration:

				Original Proposal Pricing		BAFO Pricing	
Item	Description	Unit of Measure	Qty	Unit Price	Ext. Total	Unit Price	Ext. Total
1	WATER TENDER Per Specification No. 18-09-02 YEAR: <u>2019</u> MAKE: <u>KME</u> MODEL: <u>Water Tender</u>	Each	2	\$394,412.51	\$788,825.02	\$ 394,412.51	\$ 788,825.02
Sales Tax (7.75%)					\$61,133.94	\$ 30,566.97	\$ 61,133.94
Subtotal					\$849,958.96	\$ 424,979.48	\$ 849,958.96
2	Tire Fee per vehicle, non-taxable	Each	2	\$10.50	\$21.00	\$ 10.50	\$ 21.00
3	Exact transportation charges, if any, non-taxable	Each	2	\$4,000.00	\$8,000.00	\$ 4,000.00	\$ 8,000.00
4	Pre-Inspection Trip cost per person	Each	4	\$2,000.00	\$8,000.00	\$ 2,000.00	\$ 8,000.00
5	Mid Inspection Trip cost per person	Each	4	\$2,000.00	\$8,000.00	\$ 2,000.00	\$ 8,000.00
6	Final Inspection Trip cost per person	Each	4	\$2,000.00	\$8,000.00	\$ 2,000.00	\$ 8,000.00
Total					\$881,979.96	\$434,989.98	\$ 881,989.98

Please confirm what the most realistic delivery lead time would be after award of a purchase order. For your estimate, please assume the earliest date a purchase order could be issued is April 1, 2019.

Please let us know the following:

1. What is the approximate lead time for KME to receive the chassis from Freightliner?

Currently the Freightliner lead time is 120-180 days after order.

2. What is the delivery lead time to OCFA after KME receives the chassis?

180-210 days after preconstruction meeting

3. What is the maximum number of days from the date the Purchase Order is awarded until the Engines are delivered to OCFA?

300-390 days.

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

KME will do everything possible to help expedite the delivery of this apparatus.

If the OCFA opts to combine the preconstruction meeting with the Type 3 meeting, we are offering you option of removing the costs quoted herein for the preconstruction conference.



Orange County Fire Authority **AGENDA STAFF REPORT**

**Executive Committee Meeting
March 28, 2019**

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

Blanket Order Contract Increase for Vehicle Exhaust Extraction Systems

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Patrick Bauer, Property Manager

patrickbauer@ocfa.org

714.573.6471

Summary

This agenda item is submitted for approval of a vehicle system upgrade as part of the Cancer Awareness Prevention Program Initiative. This item is submitted for the approval to increase the current blanket order contract with Air Exchange, Inc. for upgrades of the Plymovent vehicle exhaust extraction systems at all OCFA stations.

Prior Board/Committee Action(s)

At the July 17, 2014, Executive Committee meeting, a three-year sole source blanket order contract extension with Air Exchange, Inc. (AEI) was approved in an amount not to exceed \$150,000 per year. At the July 27, 2017, Executive Committee meeting, a three-year extension and increase to the AEI blanket order was approved in an amount not to exceed \$200,000 per year.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to increase the current contract with AEI by \$300,000 for upgrades of the Plymovent vehicle exhaust extraction systems, resulting in an amount not to exceed \$500,000, specific to the current annual contract term.
2. Authorize the Purchasing Manager to execute two additional one-year contract extensions with AEI in an amount not to exceed \$200,000 annually (\$400,000 aggregate) as long as AEI remains the only authorized Plymovent dealer in Orange County.

Impact to Cities/County

Not Applicable.

Fiscal Impact

A Supplemental Budget Request (SBR) has been approved by the Budget and Finance Committee at its January 2019 meeting. The SBR is part of the mid-year budget approval request at the March 2019 Board meeting.

Background

In 2000, a formal bid was conducted for the installation and maintenance of vehicle exhaust extraction systems. The Plymovent exhaust extraction system was selected and is the standard in all OCFA fire stations. At the time, Air Cleaning Systems (ACS) was the only authorized Plymovent dealer in Orange County.

On April 5, 2012, Plymovent, Inc. informed OCFA that ACS was removed as a Plymovent dealer and Air Exchange, Inc. (AEI) was the only authorized dealer to sell, install, and service Plymovent systems in Orange County.

Plymovent Vehicle Exhaust Extraction Systems

The Plymovent system is OCFA's standardized vehicle exhaust extraction system with very high cycle 24/7 use. Currently, there is a mix of pneumatic and magnetic Plymovent systems in OCFA stations which leads to fire apparatus being placed in service that are incompatible with the vehicle exhaust extraction systems in the station and an inability for station personnel to avoid exposure to diesel exhaust.

There are a total of 213 exhaust drops at the stations throughout OCFA, with 156 requiring replacements. Rather than continuing to repair pneumatic systems planned for replacement, Property Management staff has determined it would be more effective and efficient to expedite the upgrade of the Plymovent.

Funding for upgrades to the remaining 156 exhaust drops is included in the mid-year FY 2018/19 budget request pending approval at the March 28 Board of Directors meeting.

Description	Amount
Materials for each drop	\$1,458
Conversion installation labor per hose drop (prevailing wage)	\$281
Transportation	\$50
Sales tax on materials (7.75%)	\$113
Cost Per Exhaust Drop	\$1,902

This system upgrade is part of the Cancer Awareness Prevention Program Initiative.

Recommendation

Staff is recommending a one-time increase of \$300,000 to the contract with AEI for the upgrade of 156 pneumatic exhaust drops to magnetic systems, resulting in a not to exceed amount of \$500,000 for the current contract term. Staff is also requesting authorization to extend the contract for up to two additional one-year contract extensions in a not to exceed amount of \$200,000 annually (\$400,000 aggregate).

Attachment(s)

1. Proposed Maintenance & Repair Agreement Amendment One
2. Original Maintenance & Repair Services Agreement (On file in the Clerk's Office)

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER ONE
TO
EXHAUST EXTRACTION SYSTEM MAINTENANCE AND REPAIR AGREEMENT**

THIS AMENDMENT NUMBER ONE TO EXHAUST EXTRACTION SYSTEM MAINTENANCE AND REPAIR AGREEMENT ("Amendment") is made and entered into this ___ day of March 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Air Exchange Inc., a California Corporation, hereafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA and Contractor entered into that certain Exhaust Extraction System Maintenance and Repair Agreement dated August 21, 2018 concerning the provision of exhaust extraction system maintenance and repair services at the OCFA Regional Fire Operations and Training Center ("Agreement"), which is incorporated herein by this reference; and

WHEREAS, in addition to the services included in the Agreement, the Parties desire to enter into this Amendment to provide for the conversion of existing Plymovent hose drops from Pneumatic to Magnetic as specified herein.

NOW THEREFORE, OCFA and Contractor agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference

2. Scope of Services. Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those exhaust extraction system maintenance and repair services under a fixed-price contract as specified in the Scope of Services attached hereto as Exhibit "A," and the conversion of existing Plymovent hose drops from Pneumatic to Magnetic as specified in Attachment "1" to the Scope of Services (hereinafter, the "Services" or "Work"). Contractor warrants that all Services or Work shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all employees and subcontractors providing any Services or Work under this Agreement shall have sufficient skill and experience to perform the Services or Work. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

3. New Attachment "1" to Exhibit "A". Attachment 1 appended to of this Amendment is hereby added and made a part of Exhibit "A" (Scope of Services) of the Agreement.

4. Compensation. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.1 Maximum Contract Amount.

For the exhaust extraction system maintenance and repair services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an annual amount not to exceed \$200,000 (Two Hundred Thousand Dollars); for the one-time conversion of existing Plymovent hose drops from Pneumatic to Magnetic, Contractor shall be compensated and reimbursed in accordance with the terms set forth in Attachment "1" to Exhibit "A." The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

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

6. Corporate Authority. The persons executing this Amendment on behalf of the Parties warrant that they are duly authorized to execute this Amendment on behalf of said Parties and that by so executing this Amendment the Parties are formally bound by the provisions of this Amendment.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date(s) stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

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

APPROVED AS TO FORM.

By:  _____
DAVID E. KENDIG
GENERAL COUNSEL

Date: 3/13/19

ATTEST:

Sherry A.F. Wentz
Clerk of the Authority

"CONTRACTOR"

AIR EXCHANGE, INC.

Date: 3/12/2019

By:  _____
Richard Bertani
President

Date: 3/12/2019

By:  _____
Chris Koss,
Vice President

Attachment 1

**Conversion of Existing Plymovent Hose Drops from
Pneumatic to Magnetic**



495 Edison Court, Suite A, Fairfield, CA 94534
1494-B East Francis St., Ontario, CA 91761
P: (909) 923-7952 F: (909) 923-7941
DIR #1000011166
E: jtc1@roadrunner.com

Jim Cleary jtc1@roadrunner.com 909-720-7064

3.6.19

Steve Klein, Facilities Manager
Orange County Fire Authority
P.O. BOX 57115
1 FIRE AUTHORITY ROAD
Irvine, CA. 92602

SCOPE: Conversion of existing Plymovent hose drops from Pneumatic to Magnetic. **PRICED PER HOSE DROP.**

1 EACH Conversion kit including NEW SAFETY DISCONNECT HANDLE, HOSE CLAMPS, 2' LOWER HOSE, MAGNETIC GRABBER®, 5" CONICAL ADAPTER, BALANCER LOCKING CABLE, & 4" METAL HOSE SADLE.

TOTAL MATERIAL PER HOSE DROP	\$ 1,458.00
CONVERSION INSTALLATION LABOR PER HOSE DROP (PREVAILING WAGE)	<u>\$ 281.00</u>
(\$144 PER HR. x 1.95 HRS. per hose drop)	
COST PER HOSE DROP	\$ 1,739.00
SALES TAX @ 7.75% on material only	\$ 112.99
TRANSPORTATION CHARGES	<u>\$ 50.00</u>
TOTAL COST PER DROP	\$ 1,901.39

TOTAL CONVERSION COST INCLUDING MATERIAL, TAX, LABOR & FREIGHT (156 DROPS) \$296,616.84

HOSE DROPS THAT REMAIN TO BE CONVERTED:

	<u>TOTAL DROPS</u>	<u>DROPS REMAINING</u>
BATTALION 8:	18	12
BATTALION 1:	24	2
BATTALION 10:	23	14
BATTALION 2:	14	11
BATTALION 3:	28	26
BATTALION 5:	21	18
BATTALION 4:	31	26
BATTALION 7:	25	24
BATTALION 6:	29	23
TOTAL	213	156

NOTE: 5" Pneumatic to Magnetic sleeve, where required, add \$100.00 each. **Suggest as a buffer, consider 20 magnetic sleeves for entire department.**

NOTE: This price represents the conversion of the Plymovent Pneumatic system to the Plymovent Magnetic system at each hose drop in each fire station currently using the Plymovent system. There may be some hose drops that will require repair or additional parts before the Magnetic conversion can be completed successfully. Those parts and that labor will be charged separately.

Additionally, there may be some hose drops that already have a functional NEW SAFETY DISCONNECT HANDLE, or METAL HOSE SADDLE already in place. When these hose drops are converted at that station, those items will be removed from the cost of the conversion kit.

Thank you for the opportunity to be a part of this project. Please contact me with any questions you or your team may have.

Sincerely,
AIR EXCHANGE, INC.

Jim Cleary

jtc1@roadrunner.com
909-720-7064

**ORANGE COUNTY FIRE AUTHORITY
EXHAUST EXTRACTION SYSTEM MAINTENANCE AND REPAIR AGREEMENT**

THIS AGREEMENT FOR EXHAUST EXTRACTION SYSTEM MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this 21st day of August, 2018 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Air Exchange Inc., a California Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

RECITALS

A. OCFA requires the services of a qualified contractor to provide exhaust extraction system maintenance and repair services at the OCFA Regional Fire Operations and Training Center (RFOTC) located at 1 Fire Authority Rd. Irvine, CA 92602, fire stations, and other properties.

B. Contractor has submitted to OCFA a quote to provide such exhaust extraction system maintenance and repair services dated July 18, 2018, attached hereto as Exhibit "A".

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

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

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services.

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

1.2 Compliance with Law.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where the Services or Work is to be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform OCFA of such fact and shall not

proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.5 Care of Work.

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

1.6 Prevailing Wage.

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

2. COMPENSATION

2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an annual amount not to exceed \$ 200,000 (Two Hundred Thousand Dollars). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2.2 Method of Payment.

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

2.3 Changes.

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

2.4 Appropriations.

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

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and

extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term.

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

4. COORDINATION OF WORK

4.1 Representative of Contractor.

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

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

4.2 Contract Officer.

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

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. If Contractor is permitted to subcontract any part of this Agreement by OCFA, Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

4.4 Independent Contractor.

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

any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

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

4.5 Employee Retirement System Eligibility Indemnification.

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

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

5. INSURANCE

5.1 Compliance with Insurance Requirements.

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

5.2 Types of Insurance Required.

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

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

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

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability

Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers.

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

5.4 Insurance Endorsements.

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

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

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

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

because of Consultant's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days' prior written notice.

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

5.5 Deductibles and Self-Insured Retentions.

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

5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation.

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

5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage,

Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

5.9 Requirements Not Limiting.

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

5.10 Enforcement of Agreement (Non-Estoppel).

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

5.11 Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

5.12 Other Insurance Requirements.

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

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

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

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

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

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

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property

or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, Contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, all drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim

for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for

any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term.

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

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

8.6 Termination for Default of Contractor.

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

B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCFA may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCFA may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCFA as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any OCFA right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCFA's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA as previously stated. The withholding or

failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

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

9. OCFA OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

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

10. MISCELLANEOUS PROVISIONS

10.1 Notice.

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

To OCFA:

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

To Contractor:

Air Exchange, Inc.
Attention: Jim Cleary
495 Edison Ct. Suite A
Fairfield, CA 94533

10.2 Entire Agreement.

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

10.3 Severability.

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

10.4 Successors in Interest.

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

10.5 Third Party Beneficiary.

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

10.6 Recitals.

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

10.7 Survival.

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

10.8 Corporate Authority.

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

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: 8/21/18

By: Debbie Casper
Debbie Casper, Purchasing Manager

"CONTRACTOR"
AIR EXCHANGE, INC.

Date: 8/16/18

By: Richard Bertani
Richard Bertani, President

Date: 8/16/18

By: Chris Koss
Chris Koss, Vice President

EXHIBIT "A"

DIR #: 1000011166

Jim Cleary jtc1@roadrunner.com 909-720-7064

7.18.18

Maintenance of Plymovent Diesel Exhaust Systems

Blanket Order #B01416-6

Attachment A

Contract Term: 9/1/18-9/1/19

SERVICE COSTS:

Total Annual Scheduled Tune-Up Cost \$43,800.00

(\$300 per station 2X per year: $600 \times 73 = \$43,800$)

Plus \$101 per hr. travel port to port

Total Annual Filter Cost (2" wire mesh filter & main deep pocket filter) \$ 9,072.00 plus tax

(63 stations x 2 each x \$72.00 = \$8,928.00)

LABOR RATES (Prevailing Wage Rate)

Regular Rate \$ 144.00 per hour

Overtime \$ 216.00 per hour

(No overtime will be worked or scheduled without prior approval from OCFA.

Monday-Friday 5:01 PM-5:59 AM, weekdays & holidays)

ADDITIONAL NOTES:

- Portal to portal at \$101.00 per hour billed in ¼ hour increments
- Parts are discounted 6% off list price
- 1 hour minimum charge per call
- Response time to be within 24-72 hours
- Scissor lift: Actual lift cost + 15% (lift invoice will be sent with AE invoice for verification)



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3J
Consent Calendar

Cooperative Contract for Full Service Tire Contract

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6304

Frank Grisenti, Coordinator
Fleet Services Division

frankgrisenti@ocfa.org

714.573.6652

Summary

This agenda item is submitted for the approval to extend the blanket order contract with Parkhouse Tire, Inc., for the purchase of tires, tubes, and related services utilizing the National Association of State Procurement Officials (NASPO) Valuepoint cooperative contract.

Prior Board/Committee Action(s)

On March 23, 2017, the Executive Committee approved an increase and extension of the annual blanket order with Parkhouse Tire, Inc. (\$400,000 annually with up to ten percent escalation for volume and pricing changes).

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to extend the annual blanket order contract with Parkhouse Tire, Inc., for the purchase of tires, tubes, and related services in an amount not to exceed \$440,000 annually, utilizing the NASPO Valuepoint cooperative contract for a one-year period through March 31, 2020, with up to four optional one-year renewals not to exceed the cooperative contract termination date of March 31, 2024.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is included in the FY 2018/19 General Fund budget, specifically in the Fleet Services Division's budget for maintenance and repair of equipment.

Background

The Fleet Services Division is responsible for providing tires for approximately 500 vehicles and apparatus, many of which accumulate up to 7,000 miles a quarter, requiring a significant amount of preventative maintenance on the tires. As part of OCFA's ongoing repair and preventative maintenance plan, tires are inspected daily by the crews and operators, and are repaired or replaced, as needed. In an effort to eliminate potential catastrophic tire failures, Fleet Services also removes and replaces all tires which have been in service for seven years, regardless of mileage.

NASPO ValuePoint Cooperative Contract

The current blanket order contract with Parkhouse Tires, Inc., was established utilizing the NASPO ValuePoint cooperative contracts MA210 and MA211, which are expiring. NASPO ValuePoint has awarded new cooperative contracts to Bridgestone America's Tire Operations, Continental Tire, and

The Goodyear Tire & Rubber Company, as a result of competitive solicitation RFP # 1118005083 – Master Agreement for Tires, Tubes, Services, issued by the State of Iowa. These cooperative contracts are intended to allow any public agency (with approval from the state procurement chief, see Attachment 1), to enter into a Participating Addendum with the selected vendors and receive the benefit of the aggregated discounts available in the cooperative contract. The recently awarded NASPO ValuePoint cooperative contracts for tires, tubes, and services has an expiration date of March 31, 2024.

Recommendation

Staff is requesting approval and authorization for the Purchasing Manager to execute Participating Addendum's with the NASPO ValuePoint contractors for tires, tubes, and services and extend the blanket order contract with Parkhouse Tire, Inc, local authorized distributor, utilizing the NASPO ValuePoint cooperative contracts, for a one-year period through March 31, 2020, with up to four optional one-year renewals, not to exceed the NASPO ValuePoint contract termination date of March 31, 2024, at an amount of \$440,000 annually.

Attachment(s)

1. Approval Letter from the State of California DGS
2. NASPO ValuePoint Master Agreements for Tires, Tubes, and Services (on file in the Office of the Clerk)



Governor Edmund G. Brown Jr.

February 12, 2019

James Aguila
Assistant Purchasing Agent
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Re: NASPO ValuePoint Cooperative Agreement for Tires, Tubes and Services (2019-2024)

Dear Mr. Aguila:

The Department of General Services (DGS) has received your request to enter into a Participating Addendum under the NASPO ValuePoint Cooperative Agreement for Tires, Tubes and Services (2019 – 2024).

This letter provides written authorization to enter into a Participating Addendum with:

Bridgestone (MA19102)
Continental (MA19103)
Goodyear (MA19101)

To ensure that you have the authority to enter into NASPO ValuePoint Cooperative Agreements, please consult your legal counsel.

If you have any questions, please contact the Cooperative Program Manager, Stephanie Lim at (916) 375-4523 or via email at stephanne.lim@dgs.ca.gov.

Thank you,

A handwritten signature in blue ink, appearing to read "Angela Shell", is written over a faint, larger signature that appears to be "Stephanne Lim".

Angela Shell
Deputy Director
Procurement Division

Cc: File

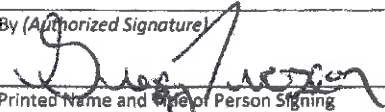
Iowa Department of Administrative Services

Contracts Declaration & Execution Page

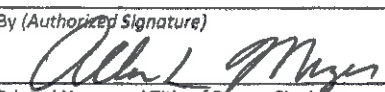
Title of Contract: Tires, Tubes and Services – NASPO ValuePoint	Bid Proposal Number RFP1118005083	Contract Number 19102
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:		
State Agency's Name: Iowa Department of Administrative Services – Central Procurement Bureau		
Contractor's Name: Bridgestone Americas Tire Operations, LLC		
Contract to Begin: April 1, 2019	Date of Expiration: March 31, 2024	Annual Extensions: None
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement: Section 1 – Terms & ConditionsPage 2 Section 2 – Scope of Work.....Page 24 Section 3 – Pricing.....Page 31 Section 4 – ContactsPage 34		

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

Contractor: Bridgestone Americas Tire Operations, LLC

By (Authorized Signature) 	Date Signed 12/10/18
Printed Name and Title of Person Signing Gregg Trosper, Manager Government Utility and Military Sales	
Address 200 4 th Avenue South, Nashville, TN 37201	

State of Iowa: Department of Administrative Services – Central Procurement Bureau

By (Authorized Signature) 	Date Signed 12/14/18
Printed Name and Title of Person Signing Allen Meyer, COO	
Address 1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50319	

SECTION 1
NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

- a. Any Order placed under this Master Agreement shall consist of the following documents:
- (1) A Participating Entity's Participating Addendum ("PA");
 - (2) NASPO ValuePoint Master Agreement Terms & Conditions;
 - (3) A Purchase Order issued against the Master Agreement;
 - (4) The Specifications or Scope of Work;
 - (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Affiliated Dealers means dealers providing Products under this Master Agreement that are owned and operated by Contractor.

Approved Distributor means an authorized manufacturer's dealer, including both Affiliated Dealers and Independent Dealers, who has agreed to the terms and conditions of the NASPO ValuePoint Master Agreement.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Independent Dealer means an independent dealer not owned and operated by Contractor that is authorized in accordance with Section 2.3 (Approved Distributor List) of Section 2 (Scope of Work) to provide Products under this Master Agreement.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase. Purchasing Entities shall have the rights extended to "User Entities" under the RFP.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

- a. The term of this Master Agreement is for five (5) years. This Master Agreement has no renewal periods.
- b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of

the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

- e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- g. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at: <http://calculator.naspovaluepoint.org>. All sales of product made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in **Attachment 7**.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating State. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint. Lead State acknowledges that Contractor or its affiliates' logos may not be used by Lead State, NASPO ValuePoint or any Participating State for any purpose without written permission from the Contractor.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.
- g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

- a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog

hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

- b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.
- d. If a catalog-hosted on or integration of a punchout site with eMarket Center is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial one-year period of the Master Agreement. Following the initial one-year period of the Master Agreement, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally complete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise

inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

- a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the

Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

- c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.
- d. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.

After 30 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Products manufactured by Contractor and supplied to a Purchasing Entity hereunder shall be warranted in accordance with Contractor's Standard Limited Warranties. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY PRODUCT, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR ANY PARTICULAR PURPOSE. Any tire which fails the Contractor's Standard Limited Warranties must either be satisfactorily repaired by the Contractor or replaced with a new tire, charging only for the mileage used based on the tread depth, or as agreed upon by the Purchasing Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Entity, AT NO COST TO THE PURCHASING ENTITY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service SHALL BE PAID BY THE CONTRACTOR.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with

the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Unless otherwise agreed in a Participating Addendum, an exception to the requirement to buy and maintain the required insurance is allowed when Contractor is one hundred (100%) percent self-insured. In this case, Contractor may self-insure all of its obligations under this Contract provided that such program of self-insurance is in compliance with the laws of the Participating State(s) in which Contractor conducts business. Regardless of whether the insurance is through a third party insurer or self-insurance, the certificate of insurance will show the minimum dollar amount per occurrence and policy maximum per 21.b.(1) below.

- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
 - (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice of cancellation in accordance with the Contractor's policy provisions to a Participating Entity who is a state after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur. No expiration, cancellation, or nonrenewal shall have effect unless the named Participating Entity has been given at least thirty (30) days' written notice.

- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence mutually acceptable to the Contractor and the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's general liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary; provided that Contractor's general liability insurance shall be primary only to the extent Contractor is required to indemnify the Lead State or the Participating States under Section 33 of this Master Agreement.

Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Any access to books, records, documents and other evidence pursuant to this Section 22(a) shall be upon reasonable advanced notice, during normal business hours unless mutually agreed otherwise.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

- a. **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

If Contractor is requested by a court or governmental agency with competent jurisdiction to disclose any Confidential Information, Contractor will, to the extent legally permissible, promptly notify the applicable Purchasing Entity so that such Purchasing Entity may, in its sole discretion and at its own expense, seek a protective order, other appropriate remedy or to narrow the scope of the required disclosure. Contractor will reasonably cooperate with the applicable Purchasing Entity in seeking any such protections.

- b. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement,

and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

- c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.
- c. Notwithstanding the foregoing, nothing herein shall prohibit the supply of products or services pursuant to this Master Agreement by Contractor's Approved Distributors.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Master Agreement; or
 - (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - (5) Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
 - (1) Exercise any remedy provided by law; and
 - (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
 - (3) Suspend Contractor from being able to respond to future bid solicitations; and
 - (4) Suspend Contractor's performance; and
 - (5) Withhold payment until the default is remedied.
- d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

For the avoidance of doubt and notwithstanding anything to the contrary herein, all parties to this Master Agreement or a Participating Addendum acknowledge that: (i) Contractor is providing the Products through its Affiliated Dealers and certain Independent Dealers; (ii) Contractor is responsible to the Lead State and the Participating States for the wrongful acts,

negligence, and other liabilities of its Affiliated Dealers; and (iii) all Independent Dealers shall be directly and fully responsible (without any liability to, or contribution from, Contractor or its employees or the Affiliated Dealers) to the Lead State and the Participating States for any wrongful acts, negligence, other liabilities, insurance requirements, and warranties directly related to the Products they provide under this Master Agreement.

- a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees, or its Affiliated Dealers, relating to the performance under the Master Agreement. Notwithstanding any other provision of this Master Agreement to the contrary, except for losses caused by Contractor, its employees, or its Affiliated Dealers gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final, non-appealable order), in no event shall Contractor, its employees, or its Affiliated Dealers be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way connection with this Master Agreement or the provision of Products hereunder, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.
- b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.
 - (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) specified by the Contractor to work with the Product; or
 - (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) It would be reasonably expected to use the Product in combination with such product, system or method.
 - (2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its

obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named

party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

39. Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

39.1 At the time it is actually received; or,

39.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

eMarket Center Appendix

- a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

- b. **Supplier's Interface with the eMarket Center.** There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:
 - (1) **Implementation Timeline:** NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.
 - (2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**
 - (a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data 60 days prior to the Contract renewal date to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
 - (b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
- d. **Revising Pricing and Product Offerings:** Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:
 - (1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 3/01/20 would be effective in the eMarket Center on 4/01/20). Files received after the 1st of the month

may be delayed up to a month (i.e. file received on 3/15/20 would be effect in the eMarket Center on 5/01/20).

- (2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
- e. **Supplier Network Requirements:** Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.
- f. **Minimum Requirements:** Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
 - (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
 - (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and
 - (3) The Catalog must include a Lead State contract identification number; and
 - (4) The Catalog must include detailed product line item descriptions; and
 - (5) The Catalog must include pictures when possible; and
 - (6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.
- g. **Order Acceptance Requirements:** Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
- h. **UNSPSC Requirements:** Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

- i. **Applicability:** Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.
- j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.
- k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

SECTION 2

Scope of Work

The scope of this Contract includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the following subcategories:

2.1. Tires and Tubes Subcategories

- 2.1.1.** Pursuit and Performance Tires
- 2.1.2.** Automobile/Passenger Vehicles
- 2.1.3.** Light Duty Trucks: Radial and Bias
- 2.1.4.** Medium Commercial/Heavy Duty Trucks /Buses
- 2.1.5.** Off-the Road OTR: Radial and Bias

2.2. Product and Service Specifications

2.2.1. General Tire Specifications

All tires will be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

All tires, with the exception of tires which are not manufactured annually, must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the Purchasing Entity. Tires which are not manufactured annually, such as low volume tires, will be accepted when produced or manufactured within the last two (2) years prior to delivery to the Purchasing Entity.

Should an Authorized Distributor deliver a tire(s) with a manufacturing date exceeding the one year limit, excluding low volume tires which are not manufactured annually, the Authorized Distributor will pick up the expired tire(s) and replace them with tire(s) that meet the manufacturing date requirement for no additional fee to the Purchasing Entity.

All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

2.2.1.1. Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory

includes any tire that is V, W, Y, or ZR rated or above. A V rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 139.

2.2.1.2. Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans. The European Tire and Rim Technical Organization (ETRTO) equivalent is an acceptable substitute for the P-metric. Tires must be of quality equal to or superior in every respect to those normally furnished as original equipment in the OEM automotive industry.

2.2.1.3. Light Duty Trucks Radial and Bias

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

2.2.1.4. Medium Commercial/Heavy Duty Trucks /Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory generally have a diameter that is equal to or greater than twenty (20) inches. Commercial tires with 16, 17.5 and 19.5 inch rims are included in the medium truck tire category.

2.2.1.5. Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

2.2.2. Low Roll Resistance Tires

Contractor will provide certified (e.g., SAE J1269 and SAE J2452), low rolling resistance tires and identify them as low roll resistance tires in their MPL. Contractor is to also offer the fuel economy rating of the low roll resistance tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.2.3. Tubes

All inner tubes must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes must be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment.

Tubes must conform to all applicable federal specifications. *All tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the Purchasing Entity.*

2.2.4. Detailed Services Specifications

Contractor pricing for each of the services listed below, which may be performed by their Approved Distributors, includes all parts and labor. Approved Distributors must honor the services pricing in this Contract.

NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory. This Contract covers the following tire services. Service pricing is shown in Section 5 of this Contract.

2.2.4.1. Tire Installation with purchase in store includes dismount of used tires and tubes.

2.2.4.2. Change tire, dismount and mount

2.2.4.3. Flat repair, remove, repair and mount

2.2.4.4. Flat repair, off vehicle

2.2.4.5. Rotate mounted tires (per tire)

2.2.4.6. New valve stem rubber or metal

2.2.4.7. Wheel balance - computer spin balance (per tire)

2.2.4.8. Wheel balance – computer spin balance and valve stem combination

2.2.4.9. Alignment Services - Standard two and four wheel alignments

2.2.4.10. Used tire recycle and disposal fee (per tire)

Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statute regulated fee caps will only pay the statute price.

For Participating States which do not have a statute regulating the disposal fee, the maximum fees which can be charged for tire disposal are as follows:

\$2.50/Tire Passenger Car Tire

\$5.00/Tire Truck Tire

These maximum fees can be adjusted during the life of the Contract to meet current market trends.

2.2.4.11. Bulk Disposal of Tires

This is considered an additional chargeable service. Contractor, when requested by a Purchasing Entity, will place trailers on-site for the disposal of scrap tires. Contractor must, on a will-call basis, within five (5) days'

notification from requesting Purchasing Entity, remove and replace full trailers with empty trailers. Trailer capacity shall be a minimum of six (6) tons of scrap tires. Contractor shall dispose of scrap tires that are removed in Contractor-provided trailers at an approved waste tire recovery area, or other approved disposal methods. Contractor must invoice for disposal of scrap tires at the price negotiated between parties. Contractor shall submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Purchasing Entity if dismounting is required. With prior approval from the designated Purchasing Entity Contract representative, Contractor may dismount scrap tires from wheels and invoice at the price negotiated between parties for such service. Contractor must return wheels to the Purchasing Entity for disposition unless instructed otherwise by the Purchasing Entity.

2.2.4.12. Tire pressure monitoring system (TPMS)

When new tires are mounted on a vehicle with a TPMS system, the TPMS system will be reinstalled with a new washer, valve, and valve cap (TPMS service kit).

This Contract is not meant for purposes of general vehicle maintenance and repair services. Alignment service pricing should include all minor parts such as alignment shims and alignment cam bolts. However, the alignment shims and alignment cam bolts can be invoiced as a separate line item if not included in the price of the alignment.

Parts needed to repair a vehicle in order to obtain proper alignment such as tie rod ends/sleeves, ball joints, bushings, sway bar links, center links, idler arms/pitman arms, rack and pinion units, shock absorbers, struts/cartridges and coil springs are not authorized under this Contract.

2.3. Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information. Each Independent Dealer will also sign a form dealer agreement reasonably acceptable to the Participating State. Contractor will be responsible for the Independent Dealer signing the form dealer agreement.

2.4. Customer Service

2.4.1. The Contractor will provide a dedicated customer service representative(s) for the Contract. The representative will be available to acknowledge all Purchasing Entities inquiries within one business day. The representative's responsibilities include, but are not limited to, the following:

- 2.3.1.1** Respond and resolve Participating States' questions and/or complaints about the products and services being provided through the successful Contractor's Approved Distributors network. The customer service representative should acknowledge receipt of Participating States' inquiries within one business day.
- 2.3.1.2** Contact Approved Distributors who are not complying with the NASPO ValuePoint Contract and Participating State's terms and conditions directly or through the Contractor's standard channels. Coordinate the education of the Approved Distributor on its Contract responsibilities.
- 2.3.1.3** Contact the Lead State Contract Administrator concerning any unresolved issues concerning all Participating States and work with the Lead State Contract Administrator to resolve these issues. Issues which have not been resolved within thirty (30) days shall be escalated up to the Lead State Contract Administrator.
- 2.3.1.4** Participate in annual meetings with Lead State Contract Administrator to discuss customer service related issues and contract performance.
- 2.3.1.5** Participate in quarterly conference calls with Lead State Contract Administrator to review any current contract issues with Participating States.
- 2.3.1.6** Lead contact for sales reporting and remittance of management fees.
- 2.3.1.7** Main point of contact regardless of the question or issue. If customer service representative cannot answer a question or resolve an issue without additional help, they should contact the necessary staff and obtain the answer or resolve the issue and then contact the Purchasing Entity with the final answer or resolution.

2.5. Website

The Contractor will provide a dedicated website complete with each Participating State's participating addendum, tire/tube price list, Approved Distributor list, ordering information and

other information as needed for all products included in this Contract. The dedicated website will be accessible by Purchasing Entities by internet link and be functional for the duration of the Contract. A link to the dedicated website will be posted on the State of Iowa's Contract website and be available for review by Purchasing Entities and the general public. The general public may view the pricing but only qualified public entities would participate in the contracted services and goods.

Pricing and the Approved Distributor list for each Participating State should be available to view within two clicks from the main website window. The Contractor must keep the information on the dedicated website current. Current is considered to be no later than fifteen (15) calendar days from the date Contractor has knowledge of the change. Websites may be linked to the Contractor's main public website.

Contractor will provide a "live" website no later than 60 days from the date of Contract execution. On March 31, 2019, the website will contain the aforementioned information for Participating States who have submitted their participating addendum by February 15, 2019. After April 1, 2019, the uploading of a Participating State's information to the website must be completed within fifteen (15) days of execution of the participating addendum.

Contractor is not required to provide online payment and ordering on its dedicated website.

2.6. Recruiting and Education of Approved Distributors

The Contractor will continue recruiting dealers to become Approved Distributors for Participating States for the duration of the Contract. The Contractor is responsible for providing sufficient coverage in each Participating State by ensuring that its authorized dealers are aware of this Contract and understand how to become an Approved Distributor.

The Contractor will provide continued outreach with regards to the training of Approved Distributors on the requirements of the Master Agreement. The Contractor is responsible for an Approved Distributor's understanding of the tire discounts, service rates, and billing procedures for their respective Participating State upon execution of a Dealer Agreement.

2.7. Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2.8. Tax Exemption

Sales tax is dynamic and the Contractor must comply with each Participating State's requirements. If Contractor's Approved Distributors cannot invoice the correct tax based upon the location (e.g., delivery location rather than Approved Distributor location) required by a

Participating State, Contractor must disclose that to the Participating State prior to execution of a Participating Addendum with that State.

2.9. Multiple Accounts within a Purchasing Entity

Purchasing Entities may have different agencies, departments or divisions utilizing the goods and/or services provided by the Contractor. The Contractor will maintain the ability to process multiple individual accounts and unique users within a Purchasing Entity for the duration of the Contract.

2.10. Payment Types

The Contractor must accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement.

2.11. High Volume Product

Participating States may negotiate with Contractor for more favorable tire/tube discounts for their respective high volume products. Contractor will provide a copy of each Participating State's discounts and pricing on the website when they are different from the standard discounts and pricing of this Contract.

2.12. NASPO ValuePoint Administrative Fee and Reporting Requirements

The Contractor agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Contractor also agrees to provide the specific summary and detailed usage reporting requirements as prescribed by Section 7 of the NASPO ValuePoint Master Agreement Terms and Conditions.

SECTION 3 Pricing

3.1 Tires and Tubes Percentage Discounts by Subcategory

Tire and Tube pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes Percentage Discounts by Subcategory					
Sub-category #	Tire and Tube Type	Percent Discount	MPL Name	MPL Date	MPL REF. Numbers
B1	Pursuit and Performance Tires	57%	GOVERNMENT CATALOG	7/1/2018	N/A
B2	Automobile/Passenger Vehicles	41%	GOVERNMENT CATALOG	7/1/2018	N/A
B3	Light Duty Trucks (Radial Only):	37%	GOVERNMENT CATALOG	7/1/2018	N/A
B4	Medium Commercial/Heavy Duty Trucks/Buses	46%	GOVERNMENT CATALOG	7/1/2018	N/A
B5	Off Road	37%	GOVERNMENT CATALOG	7/1/2018	N/A
	5a. Off Road Radial	37%	GOVERNMENT CATALOG	7/1/2018	N/A
	5b. Off Road Bias	37%	GOVERNMENT CATALOG	7/1/2018	N/A
B6	Agriculture/Farm	23%	GOVERNMENT CATALOG	7/1/2018	N/A
B7	Industrial	23%	GOVERNMENT CATALOG	7/1/2018	N/A

3.2 Tire Service Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Type of Service		Product Sub-Category 1 & 2	Product Sub-Category #3	Product Sub-Category #4	
		Pursuit, Performance, Passenger	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus	
				Single	Dual
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	\$5.00	\$5.00	\$25.00	\$28.00
2	Change tire, dismount and mount	\$5.00	\$5.00	\$25.00	\$28.00
3	Flat Repair, remove, repair and mount	\$15.00	\$15.00	\$25.00	\$28.00
4	Flat repair, off vehicle	\$12.00	\$12.00	\$30.00	\$33.00
5	Rotate mounted tires (per tire)	\$3.50	\$3.50	\$5.00	\$5.00
6	New valve stem rubber or metal (per tire)	\$3.00	\$3.00	\$9.00	\$9.00
7	Wheel balance-computer spin balance (Per Tire)	\$9.50	\$9.50	\$18.00	\$18.00
8	Wheel balance/Valve stem combo (per tire)	\$12.50	\$12.50	\$27.00	\$27.00
9	Alignment services				
	9a. Standard two wheel alignment	\$55.00	\$55.00		
	9b. Four wheel alignment	\$70.00	\$70.00		
	9c. Bushing/cam alignment	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Current Mfg's list price for parts; Labor based on Mitchell Manual.		
10.	Studding (Per Tire) – To be performed on new tires only.	15.00	15.00		
11	Used tire recycle/disposal fee (per tire)	3.00	3.00		
12	Tire pressure monitoring kit (per Tire)	10.00	10.00		

3.3 Price and Rate Guarantee Period

The percentage discounts off MPL for tires and tubes must remain the same for the duration of the Contract. The Contractor will provide an updated tire and tube price list annually with updated effective dates.

Tire and tube pricing updates are allowed annually. A request for price increase must be submitted to the Lead State Contract Administrator sixty (60) days prior to March 31 each year for approval by the Lead State. Acceptable supporting documentation could include providing a comparison of indices from the Producer Price Index which show an increase in the tire manufacturing costs over a period of several years. Acceptable supporting documentation could also include a copy of a letter from a supplier stating they are increasing their price to the Contractor. The Lead State will determine whether the supporting documentation provided is sufficient to justify the requested price increase and reserves the right to clarify or request additional documentation.

The Lead State will provide written acceptance or denial of the proposed price increases to the Contractor within 30 days of receipt of the request for price adjustment.

SECTION 4
Project Managers

4.1 Contract Manager - Contractor

Gregg Trosper
615-937-3794
trospergregg@bfusa.com

4.2 State of Iowa – DAS/Procurement Contact

Nancy Wheelock
515.725-2268
nancy.wheelock@iowa.gov

**FIRST AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19102
BETWEEN BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC AND THE STATE OF IOWA**

THIS FIRST AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19102 executed December 14, 2018 (the "Agreement"), by and between Bridgestone Americas Tire Operations, LLC ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of January 14, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for Lead State;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

1. Section 14.a. in the Agreement is amended and restated as follows:

Section 14.a. currently states:

14. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 14.a. is amended to state:

14 Shipping and Delivery

- a. All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of a Participating Addendum and/or Dealer Agreement for individual states. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in the Participating Addendum and/or Dealer Agreement. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2. Section 2.3 of Section 2 (Scope of Work) in the Agreement is amended and restated as follows:

Section 2.3 of Section 2 (Scope of Work) currently states:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information. Each Independent Dealer will also sign a form dealer agreement reasonably acceptable to the Participating State. Contractor will be responsible for the Independent Dealer signing the form dealer agreement.

Section 2.3 of Section 2 (Scope of Work) is amended to state:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates, if applicable for the state
- Delivery Terms, if applicable for the state

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery information, and contact information. Each Independent Dealer will also sign a form dealer agreement reasonably acceptable to the Participating State. Contractor will be responsible for the Independent Dealer signing the form dealer agreement.

3. Section 2.7 of Section 2 (Scope of Work) in the Agreement is amended and restated as follows:

Section 2.7 of Section 2 (Scope of Work) currently states:

2.7 Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

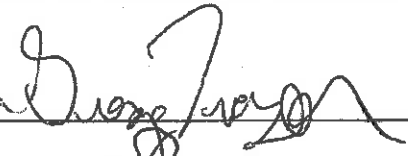
Section 2.7 of Section 2 (Scope of Work) is amended to state:

2.7 Shipping and Delivery

As stated in section 14.a.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

By: 

Name: Gregg Trosper

Title: Manager Government Utility
And Military Sales

Date: 1/25/19

STATE OF IOWA

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT**

By: 

Name: Allen Meyer

Title: Chief Operating Officer

Date: 1/25/19

Iowa Department of Administrative Services

Contracts Declaration & Execution Page

Title of Contract: Tires, Tubes and Services – NASPO ValuePoint	Bid Proposal Number RFP1118005083	Contract Number 19103
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:		
State Agency's Name: Iowa Department of Administrative Services – Central Procurement Bureau		
Contractor's Name: Continental Tire the Americas, LLC		
Contract to Begin: April 1, 2019	Date of Expiration: March 31, 2024	Annual Extensions: None
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement: Section 1 – Terms & ConditionsPage 2 Section 2 – Scope of Work.....Page 23 Section 3 – Pricing.....Page 31 Section 4 – ContactsPage 33		

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Contractor: Continental Tire the Americas, LLC

By (Authorized Signature)

George P. Smith, Secretary
Printed Name and Title of Person Signing

Kevin P. Collins
Assistant Secretary

Date Signed

1/8/19

Address

1830 MacMillan Park Dr., Fort Mill, SC 29707

State of Iowa: Department of Administrative Services – Central Procurement Bureau

By (Authorized Signature)

Allen L. Meyer
Printed Name and Title of Person Signing
Allen Meyer, COO

Date Signed

1/8/19

Address

1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50319

SECTION 1
NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

- a. Any Order placed under this Master Agreement shall consist of the following documents:
 - (1) A Participating Entity's Participating Addendum ("PA");
 - (2) NASPO ValuePoint Master Agreement Terms & Conditions;
 - (3) A Purchase Order issued against the Master Agreement;
 - (4) The Specifications or Scope of Work;
 - (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions

relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase. Purchasing Entities shall have the rights extended to “User Entities” under the RFP.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

- a. The term of this Master Agreement is for five (5) years. This Master Agreement has no renewal periods.
- b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- g. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at: <http://calculator.naspovaluepoint.org>.

All sales of product made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report

is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in **Attachment 7**.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.
- g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

- a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
- b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

- c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.
- d. If a catalog-hosted on or integration of a punchout site with eMarket Center is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial one-year period of the Master Agreement. Following the initial one-year period of the Master Agreement, any rate adjustment must be made at least sixty (60) days prior to the effective date and not more frequently than two (2X) times per calendar year). Notifications of price or rate adjustment must include reasonably sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally complete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may

be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a

Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

- b. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the Purchasing Entity's, including User Entity's, building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

- a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.
- d. The warranty period shall begin upon Acceptance.

17. Payment

Payment shall be made within 30 days following the date Products are delivered or the date a correct invoice is received, whichever is later.

After 30 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Products manufactured by Contractor and supplied to a Purchasing Entity hereunder shall be warranted in accordance with Contractor's Standard Limited Warranty and Adjustment Policy in effect at the time of delivery. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

Any tire which fails the Contractor's Standard Limited Warranty must either be satisfactorily repaired by the Contractor or replaced with a new tire, charging only for the mileage used based on the tread depth, or as agreed upon by the Purchasing Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Entity, AT NO COST TO THE PURCHASING ENTITY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service SHALL BE PAID BY THE CONTRACTOR.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section, or maintain self-insurance, acceptable to the Lead State or any Participating Entity, that would be equal to or greater than the minimum fully-insured requirements as an alternative to the prescribed insurance coverage. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Unless otherwise agreed in a Participating Addendum, an exception to the requirement to buy and maintain the required insurance is allowed when Contractor is one hundred (100%) percent self-insured. In this case, Contractor may self-insure all of its obligations under this Contract provided that such program of self-insurance is in compliance with the laws of the Participating State(s) in which Contractor conducts business. Regardless of whether the insurance is through a third party insurer or self-insurance, the certificate of insurance will show the minimum dollar amount per occurrence and policy maximum per 21.b.(1) below.

- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
 - (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds by blanket endorsement, (2) [intentionally omitted], and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. In addition, Contractor shall provide the Lead State with written notice of cancellation of any of the above referenced insurance policies. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
- e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution

of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

- a. **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than

Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- b. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
- c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

26. Changes in Contractor Representation

The Contractor shall use reasonable efforts to notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State shall be provided an opportunity to provide input into any changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to use reasonable efforts to propose replacement key personnel having substantially equal or better education, training, and/or experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Master Agreement; or
 - (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - (5) Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
 - (1) Exercise any remedy provided by law; and
 - (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
 - (3) [intentionally omitted]; and
 - (4) Suspend Contractor from being able to respond to future bid solicitations; and
 - (5) Suspend Contractor's performance
 - (6) Withhold payment of any amount subject to a good faith dispute until the default is remedied.
- d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement

Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

- a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property to the extent caused directly by any act(s), error(s), or omission(s) and willful misconduct of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement. Notwithstanding anything to the contrary contained herein, Contractor shall have no obligation to indemnify NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, or Purchasing Entities to the extent any such damage is caused by such parties own negligence or willful misconduct.
- b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.
 - (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) specified by the Contractor to work with the Product; or
 - (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) It would be reasonably expected to use the Product in combination with such product, system or method.
- (2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any

Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

- b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Provided that Contractor has elected not to pursue or assert a claim for relief or cause of action which the Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum (an "Antitrust Claim"), then Contractor would irrevocably assign to a Participating Entity who is a state the right to pursue or assert any claim for relief or cause of action based upon such that Purchasing Entities portion of such Antitrust Claim including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action. If Contractor does pursue or assert such an Antitrust Claim, then Contractor shall retain all rights related to such Antitrust Claim including the right to control any such litigation; provided however, Contractor shall distribute to each affected Purchasing Entity a portion of the proceeds (if any, after deduction for Contractor's reasonable costs in pursuing such claim) obtained as a result of pursuing such Antitrust Claim, based on each Purchasing Entity's respective purchases under this Agreement as determined by Contractor in its reasonable discretion.

In order to give effect to this clause, the Contractor will use commercially reasonable efforts to notify the Lead State of any such claim for relief or cause of action it chooses to not assert within three years of learning of the claim or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

39. Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

39.1 At the time it is actually received; or,

39.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

eMarket Center Appendix

- a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.
- b. **Supplier's Interface with the eMarket Center.** There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:
 - (1) **Implementation Timeline:** NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.
 - (2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

- (a) **Hosted Catalog.** By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data 60 days prior to the Contract renewal date to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
 - (b) **Punch-Out Catalog.** By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
- d. **Revising Pricing and Product Offerings:** Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:
 - (1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 3/01/20 would be effective in the eMarket Center on 4/01/20). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 3/15/20 would be effect in the eMarket Center on 5/01/20).
 - (2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
- e. **Supplier Network Requirements:** Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.
- f. **Minimum Requirements:** Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
 - (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

- (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and
 - (3) The Catalog must include a Lead State contract identification number; and
 - (4) The Catalog must include detailed product line item descriptions; and
 - (5) The Catalog must include pictures when possible; and
 - (6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.
- g. **Order Acceptance Requirements:** Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
 - h. **UNSPSC Requirements:** Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.
 - i. **Applicability:** Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.
 - j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.
 - k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

SECTION 2

Scope of Work

The scope of this Contract includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the following subcategories:

2.1. Tires and Tubes Subcategories

- 2.1.1.** Pursuit and Performance Tires
- 2.1.2.** Automobile/Passenger Vehicles
- 2.1.3.** Light Duty Trucks: Radial and Bias
- 2.1.4.** Medium Commercial/Heavy Duty Trucks /Buses
- 2.1.5.** Off-the Road OTR: Radial and Bias
- 2.1.6.** Agriculture/Farm
- 2.1.7.** Industrial Tires
- 2.1.8.** Specialty Tires

2.2. Product and Service Specifications

2.2.1. General Tire Specifications

All tires will be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

All tires, with the exception of tires which are not manufactured annually, must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the Purchasing Entity. Tires which are not manufactured annually, such as low volume tires, will be accepted when produced or manufactured within the last two (2) years prior to delivery to the Purchasing Entity.

Should an Authorized Distributor deliver a tire(s) with a manufacturing date exceeding the one year limit, excluding low volume tires which are not manufactured annually, the Authorized Distributor will pick up the expired tire(s) and replace them with tire(s) that meet the manufacturing date requirement for no additional fee to the Purchasing Entity.

All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

2.2.1.1. Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is V, W, Y, or ZR rated or above. A V rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 139.

2.2.1.2. Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans. The European Tire and Rim Technical Organization (ETRTO) equivalent is an acceptable substitute for the P-metric. Tires must be of quality equal to or superior in every respect to those normally furnished as original equipment in the OEM automotive industry.

2.2.1.3. Light Duty Trucks Radial and Bias

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

2.2.1.4. Medium Commercial/Heavy Duty Trucks /Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory generally have a diameter that is equal to or greater than twenty (20) inches. Commercial tires with 16, 17.5 and 19.5 inch rims are included in the medium truck tire category.

2.2.1.5. Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

2.2.1.6. Agricultural/Farm (Radial and Bias)

Common applications are farm tractors, wagons, harvesters, and other farm implements requiring tires with high traction qualities and tires with high flotation qualities at low inflation pressures.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.2.1.7. Industrial

Common applications are specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts and include pneumatic, non-pneumatic, and press on tires.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.2.1.8. Specialty Tires

Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, and aviation tires. This category also includes all other tires not identified above.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.2.2. Low Roll Resistance Tires

Contractor will provide certified (e.g., SAE J1269 and SAE J2452), low rolling resistance tires and identify them as low roll resistance tires in their MPL. Contractor is to also offer the fuel economy rating of the low roll resistance tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.2.3. Tubes

All inner tubes must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes must be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes must conform to all applicable federal specifications. *All tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the Purchasing Entity.*

2.2.4. Detailed Services Specifications

Contractor pricing for each of the services listed below, which may be performed by their Approved Distributors, includes all parts and labor. Approved Distributors must honor the services pricing in this Contract.

The Contractor is responsible for the timeliness and quality of all services provided by the Approved Distributors. NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory. This Contract covers the following tire services. Service pricing is shown in Section 5 of this Contract.

2.2.4.1. Tire Installation with purchase in store includes dismount of used tires and tubes.

2.2.4.2. Change tire, dismount and mount

- 2.2.4.3.** Flat repair, remove, repair and mount
- 2.2.4.4.** Flat repair, off vehicle
- 2.2.4.5.** Rotate mounted tires (per tire)
- 2.2.4.6.** New valve stem rubber or metal
- 2.2.4.7.** Wheel balance - computer spin balance (per tire)
- 2.2.4.8.** Wheel balance – computer spin balance and valve stem combination
- 2.2.4.9.** Alignment Services - Standard two and four wheel alignments

2.2.4.10. Used tire recycle and disposal fee (per tire)

Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statute regulated fee caps will only pay the statute price.

For Participating States which do not have a statute regulating the disposal fee, the maximum fees which can be charged for tire disposal are as follows:

\$2.50/Tire Passenger Car Tire

\$5.00/Tire Truck Tire

These maximum fees can be adjusted during the life of the Contract to meet current market trends.

2.2.4.11. Bulk Disposal of Tires

This is considered an additional chargeable service. Contractor, when requested by a Purchasing Entity, will place trailers on-site for the disposal of scrap tires. Contractor must, on a will-call basis, within five (5) days' notification from requesting Purchasing Entity, remove and replace full trailers with empty trailers. Trailer capacity shall be a minimum of six (6) tons of scrap tires. Contractor shall dispose of scrap tires that are removed in Contractor-provided trailers at an approved waste tire recovery area, or other approved disposal methods. Contractor must invoice for disposal of scrap tires at the price negotiated between parties. Contractor shall submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Purchasing Entity if dismounting is required. With prior approval from the designated Purchasing Entity Contract representative, Contractor may dismount scrap tires from wheels and invoice at the price negotiated between parties for such service. Contractor must return wheels to the Purchasing Entity for disposition unless instructed otherwise by the Purchasing Entity.

2.2.4.12. Tire pressure monitoring system (TPMS)

When new tires are mounted on a vehicle with a TPMS system, the TPMS system will be reinstalled with a new washer, valve, and valve cap (TPMS service kit).

This Contract is not meant for purposes of general vehicle maintenance and repair services. Alignment service pricing should include all minor parts such as alignment shims and alignment cam bolts. However, the alignment shims and alignment cam bolts can be invoiced as a separate line item if not included in the price of the alignment.

Parts needed to repair a vehicle in order to obtain proper alignment such as tie rod ends/sleeves, ball joints, bushings, sway bar links, center links, idler arms/pitman arms, rack and pinion units, shock absorbers, struts/cartridges and coil springs are not authorized under this Contract.

2.3. Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information.

2.4. Customer Service

2.4.1. The Contractor will provide a dedicated customer service representative(s) for the Contract. The representative will be available to acknowledge all Purchasing Entities inquiries within one business day. The representative's responsibilities include, but are not limited to, the following:

- 2.4.1.1** Respond and resolve Participating States' questions and/or complaints about the products and services being provided through the successful Contractor's Approved Distributors network. The customer service representative should acknowledge receipt of Participating States' inquiries within one business day.
- 2.4.1.2** Contact Approved Distributors who are not complying with the NASPO ValuePoint Contract and Participating State's terms and conditions directly

or through the Contractor's standard channels. Coordinate the education of the Approved Distributor on its Contract responsibilities.

- 2.4.1.3** Contact the Lead State Contract Administrator concerning any unresolved issues concerning all Participating States and work with the Lead State Contract Administrator to resolve these issues. Issues which have not been resolved within thirty (30) days shall be escalated up to the Lead State Contract Administrator.
- 2.4.1.4** Participate in annual meetings with Lead State Contract Administrator to discuss customer service related issues and contract performance.
- 2.4.1.5** Participate in quarterly conference calls with Lead State Contract Administrator to review any current contract issues with Participating States.
- 2.4.1.6** Lead contact for sales reporting and remittance of management fees.
- 2.4.1.7** Main point of contact regardless of the question or issue. If customer service representative cannot answer a question or resolve an issue without additional help, they should contact the necessary staff and obtain the answer or resolve the issue and then contact the Purchasing Entity with the final answer or resolution.

2.5. Website

The Contractor will provide a dedicated website complete with each Participating State's participating addendum, tire/tube price list, Approved Distributor list, ordering information and other information as needed for all products included in this Contract. The dedicated website will be accessible by Purchasing Entities by internet link and be functional for the duration of the Contract. A link to the dedicated website will be posted on the State of Iowa's Contract website and be available for review by Purchasing Entities and the general public. The general public may view the pricing but only qualified public entities would participate in the contracted services and goods.

Pricing and the Approved Distributor list for each Participating State should be available to view within two clicks from the main website window. The Contractor must keep the information on the dedicated website current. Current is considered to be no later than fifteen (15) calendar days from the date Contractor has knowledge of the change. Websites may be linked to the Contractor's main public website.

Contractor will provide a "live" website no later than 60 days from the date of Contract execution. On March 31, 2019, the website will contain the aforementioned information for Participating States who have submitted their participating addendum by February 15, 2019. After April 1, 2019, the uploading of a Participating State's information to the website must be completed within fifteen (15) days of execution of the participating addendum.

Contractor is not required to provide online payment and ordering on its dedicated website.

2.6. Recruiting and Education of Approved Distributors

The Contractor will continue recruiting dealers to become Approved Distributors for Participating States for the duration of the Contract. The Contractor is responsible for providing sufficient coverage in each Participating State by ensuring that its authorized dealers are aware of this Contract and understand how to become an Approved Distributor.

The Contractor will provide continued outreach with regards to the training of Approved Distributors on the requirements of the Master Agreement. The Contractor is responsible for a Approved Distributor's understanding of the tire discounts, service rates, and billing procedures for their respective Participating State upon execution of a Dealer Agreement.

2.7. Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2.8. Tax Exemption

Sales tax is dynamic and the Contractor must comply with each Participating State's requirements. If Contractor's Approved Distributors cannot invoice the correct tax based upon the location (e.g., delivery location rather than Approved Distributor location) required by a Participating State, Contractor must disclose that to the Participating State prior to execution of a Participating Addendum with that State.

2.9. Multiple Accounts within a Purchasing Entity

Purchasing Entities may have different agencies, departments or divisions utilizing the goods and/or services provided by the Contractor. The Contractor will maintain the ability to process multiple individual accounts and unique users within a Purchasing Entity for the duration of the Contract.

2.10. Payment Types

The Contractor must accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement.

2.11. High Volume Product

Participating States may negotiate with Contractor for more favorable tire/tube discounts for their respective high volume products. Contractor will provide a copy of each Participating State's discounts and pricing on the website when they are different from the standard discounts and pricing of this Contract.

2.12. NASPO ValuePoint Administrative Fee and Reporting Requirements

The Contractor agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Contractor also agrees to provide the specific summary and detailed usage reporting requirements as prescribed by Section 7 of the NASPO ValuePoint Master Agreement Terms and Conditions.

SECTION 3 Pricing

3.1 Tires and Tubes Percentage Discounts by Subcategory

Tire and Tube pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tire and Tube Percentage Discounts by Subcategory					
Sub-category #	Tire and Tube Type	Percent Discount	MPL Name	MPL Date	MPL REF. Numbers
B1	Pursuit and Performance Tires	63.25%	Government Price List	7/12/2018	G3
B2	Automobile/Passenger Vehicles	49%	Government Price List	7/12/2018	G3
B3	Light Duty Trucks:	49%	Government Price List	7/12/2018	G3
	3a. Radial	49%	Government Price List	7/12/2018	G3
	3b. Bias	49%	Government Price List	7/12/2018	G3
B4	Medium Commercial/Heavy Duty Trucks/Buses	39%	Government Price List	7/12/2018	G3
B5	Off Road		Government Price List	7/12/2018	G3
	5a. Off Road Radial	35%	Government Price List	7/12/2018	G3
	5b. Off Road Bias	35%	Government Price List	7/12/2018	G3
B6	Agriculture/Farm	58%	Government Price List	7/12/2018	G3
B7	Industrial Tires	58%	Government Price List	7/12/2018	G3
B8	Specialty Tires	58%	Government Price List	7/12/2018	G3

3.2 Tire Service Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Type of Service		Product Sub-Category 1 & 2	Product Sub-Category #3
		Pursuit, Performance, Passenger	Light Duty Trucks
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	\$10.00	\$12.00
2	Change tire, dismount and mount	\$10.00	\$12.00
3	Flat Repair, remove, repair and mount	\$17.00	\$19.00
4	Flat repair, off vehicle	\$17.00	\$19.00
5	Rotate mounted tires (per tire)	\$5.00	\$7.00
6	New valve stem rubber or metal (per tire)	\$8.00	\$10.00
7	Wheel balance-computer spin balance (Per Tire)	\$13.00	\$15.00
8	Wheel balance/Valve stem combo (per tire)	\$21.00	\$23.00

3.3 Price and Rate Guarantee Period

The percentage discounts off MPL for tires and tubes must remain the same for the duration of the Contract. The Contractor will provide an updated tire and tube price list annually with updated effective dates.

Tire and tube pricing updates are allowed annually. A request for price increase must be submitted to the Lead State Contract Administrator sixty (60) days prior to March 31 each year for approval by the Lead State. Acceptable supporting documentation could include providing a comparison of indices from the Producer Price Index which show an increase in the tire manufacturing costs over a period of several years. Acceptable supporting documentation could also include a copy of a letter from a supplier stating they are increasing their price to the Contractor. The Lead State will determine whether the supporting documentation provided is sufficient to justify the requested price increase and reserves the right to clarify or request additional documentation.

The Lead State will provide written acceptance or denial of the proposed price increases to the Contractor within 30 days of receipt of the request for price adjustment.

SECTION 4

Project Managers

4.1 Account Manager - Contractor

Alex Lair
704-587-6589
alex.2.lair@conti-na.com

4.2 State of Iowa – DAS/Procurement Contact

Nancy Wheelock
515.725-2268
nancy.wheelock@iowa.gov

**FIRST AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19103
BETWEEN CONTINENTAL TIRE THE AMERICAS, LLC AND THE STATE OF IOWA**

THIS FIRST AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19103 executed January 8, 2019 (the "Agreement"), by and between Continental Tire the Americas, LLC ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of January 14, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for Agency;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

1. Section 14.a. in the Agreement is amended as follows:

Section 14.a. currently states:

14. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 14.a. is amended to state:

14. Shipping and Delivery

- a. All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of a Participating Addendum and/or Dealer Agreement for individual states. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in the Participating Addendum and/or Dealer Agreement. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2. Section 2.3 in the Agreement is amended as follows:

Section 2.3 currently states:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information.

Section 2.3 is amended to state:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates, if applicable for the state
- Delivery Terms, if applicable for the state

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery information, and contact information.

3. Section 2.7 in the Agreement is amended as follows:

Section 2.7 currently states:

2.7 Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 2.7 is amended to state:

2.7 Shipping and Delivery

As stated in section 14.a.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

CONTINENTAL TIRE THE AMERICAS, LLC

STATE OF IOWA
IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT

By: T. P. P.

By: Allen L. Meyer

Name: Timothy P. P.

Name: Allen Meyer

Title: CFO

Title: Chief Operating Officer

Date: 1/22/19

Date: Jan 22, 2019

By: [Signature]

Name: Kevin P. Collins

Title: Assistant Secretary

Iowa Department of Administrative Services

Contracts Declaration & Execution Page

Title of Contract: Tires, Tubes and Services – NASPO ValuePoint		Bid Proposal Number RFP1118005083	Contract Number 19101
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: Iowa Department of Administrative Services – Central Procurement Bureau			
Contractor's Name: The Goodyear Tire & Rubber Company			
Contract to Begin: April 1, 2019	Date of Expiration: March 31, 2024	Annual Extensions: None	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement: Section 1 – Terms & ConditionsPage 2 Section 2 – Scope of Work.....Page 26 Section 3 – Pricing.....Page 33 Section 4 – ContactsPage 36			

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Contractor: Goodyear Tire & Rubber Company

By (Authorized Signature)



Date Signed

11/5/2018

Printed Name and Title of Person Signing

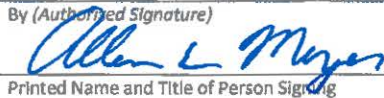
Maylon Carroll, Channel Manager Government Sales

Address

200 Innovation Way, Akron, OH 44316

State of Iowa: Department of Administrative Services – Central Procurement Bureau

By (Authorized Signature)



Date Signed

11/05/2018

Printed Name and Title of Person Signing

Allen Meyer, COO

Address

1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50319

SECTION 1
NASPO ValuePoint Master Agreement Terms and Conditions

1.1. Master Agreement Order of Precedence

1.1.1. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Specifications or Scope of Work;
- (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

1.1.2. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

1.2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school

districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase. Purchasing Entities shall have the rights extended to "User Entities" under the RFP.

NASPO ValuePoint Program Provisions

1.3. Term of the Master Agreement

1.3.1. The term of this Master Agreement is for five (5) years. This Master Agreement has no renewal periods.

1.3.2. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

1.4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

1.5. Participants and Scope

1.5.1. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

1.5.2. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

1.5.3. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

1.5.4. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

- 1.5.5.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- 1.5.6.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 1.5.7. Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

1.6. Administrative Fees

- 1.6.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- 1.6.2.** Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

1.7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- 1.7.1.** Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at: <http://calculator.naspovaluepoint.org>.

All sales of product made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- 1.7.2.** Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit A.

- 1.7.3.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

- 1.7.4.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

- 1.7.5.** Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

1.8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 1.8.1.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- 1.8.2.** Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- 1.8.3.** Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- 1.8.4.** Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- 1.8.5.** Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 1.8.6.** The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

- 1.8.7. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

1.9. NASPO ValuePoint eMarket Center

- 1.9.1. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
- 1.9.2. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- 1.9.3. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.
- 1.9.4. If a catalog-hosted on or integration of a punchout site with eMarket Center is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

1.10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

1.11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial one-year period of the Master Agreement. Following the initial one-year period of the Master Agreement, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master

Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

1.12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

1.13. Ordering

1.13.1. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

1.13.2. Purchasing Entities may define entity or project-specific requirements and informally complete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

1.13.3. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

1.13.4. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

1.13.5. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

1.13.6. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1.13.6.1. The services or supplies being delivered;

1.13.6.2. The place and requested time of delivery;

1.13.6.3. A billing address; the name, phone number, and address of the Purchasing Entity representative;

1.13.6.4. The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal;

1.13.6.5. A ceiling amount of the order for services being ordered; and

1.13.6.6. The Master Agreement identifier.

1.13.7. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

1.13.8. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

1.13.9. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

1.14. Shipping and Delivery

1.14.1. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

1.14.2. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

1.14.3. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

1.15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

1.16. Inspection and Acceptance

1.16.1. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

1.16.2. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

1.16.3. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

1.16.4. The warranty period shall begin upon Acceptance.

1.17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.

After 30 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

1.18. Warranty

Any tire which fails the standard commercial tire warranty must either be satisfactorily repaired by the Contractor or replaced with a new tire, charging only for the mileage used based on the tread depth, or as agreed upon by the Purchasing Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Entity, AT NO COST TO THE PURCHASING ENTITY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service SHALL BE PAID BY THE CONTRACTOR.

1.19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

1.20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

1.21. Insurance

1.21.1. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Unless otherwise agreed in a Participating Addendum, an exception to the requirement to buy and maintain the required insurance is allowed when Contractor is one hundred (100%) percent self-insured. In this case, Contractor may self-insure all of its obligations under this Contract provided that such program of self-insurance is in compliance with the laws of the Participating State(s) in which Contractor conducts business. Regardless of whether the insurance is through a third party insurer or self-insurance, the

certificate of insurance will show the minimum dollar amount per occurrence and policy maximum per 21.b.(1) below.

1.21.2. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1.21.2.1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

1.21.2.2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

1.21.3. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

1.21.4. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

1.21.5. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

1.21.6. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

1.22. Records Administration and Audit

1.22.1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a

Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

1.22.2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

1.22.3. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

1.23. Confidentiality, Non-Disclosure, and Injunctive Relief

1.23.1. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

1.23.2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use

commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

1.23.3. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

1.23.4. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

1.23.5. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

1.24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

1.25. Assignment/Subcontracts

1.25.1. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

1.25.2. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

1.26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

1.27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

1.28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

1.29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

1.30. Defaults and Remedies

1.30.1. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1.30.1.1. Nonperformance of contractual requirements; or

1.30.1.2. A material breach of any term or condition of this Master Agreement; or

1.30.1.3. Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

1.31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

1.32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

1.33. Indemnification

1.33.1. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

1.33.2. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

1.33.2.1. The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1.33.2.1.1. provided by the Contractor or the Contractor's subsidiaries or affiliates;

1.33.2.1.2. specified by the Contractor to work with the Product; or

1.33.2.1.3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

1.33.2.1.4. It would be reasonably expected to use the Product in combination with such product, system or method.

1.33.2.2. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

1.34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

1.35. Governing Law and Venue

1.35.1. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

1.35.2. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

1.35.3. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

1.36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

1.37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

1.38. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

1.39. Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

1.39.1. At the time it is actually received; or,

1.39.2. Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

1.39.3. Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

1.40. eMarket Center Appendix

1.40.1. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

1.40.2. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

1.40.3. At a minimum, the Contractor agrees to the following:

1.40.3.1. Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

1.40.3.2. NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).

1.40.3.2.1. Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data 60 days prior to the Contract renewal date to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

1.40.3.2.2. Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

1.40.4. Revising Pricing and Product Offerings

Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:

1.40.4.1. Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 3/01/20 would be effective in the eMarket Center on 4/01/20). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 3/15/20 would be effect in the eMarket Center on 5/01/20).

1.40.4.2. Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

1.40.5. Supplier Network Requirements

Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

1.40.6. Minimum Requirements

Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

1.40.6.1. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

1.40.6.2. The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

1.40.6.3. The Catalog must include a Lead State contract identification number; and

1.40.6.4. The Catalog must include detailed product line item descriptions; and

1.40.6.5. The Catalog must include pictures when possible; and

1.40.6.6. The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

1.40.7. Order Acceptance Requirements

Must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

1.40.8. UNSPSC Requirements

Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

1.40.9. Applicability

Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

1.40.10. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

1.40.11. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity

and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

SECTION 2

Scope of Work

The scope of this Contract includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the following subcategories:

2.1. Tires and Tubes Subcategories

- 2.1.1.** Pursuit and Performance Tires
- 2.1.2.** Automobile/Passenger Vehicles
- 2.1.3.** Light Duty Trucks: Radial
- 2.1.4.** Medium Commercial/Heavy Duty Trucks /Buses
- 2.1.5.** Off-the Road OTR: Radial and Bias

2.2. Product and Service Specifications

2.2.1. General Tire Specifications

All tires will be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

All tires, with the exception of tires which are not manufactured annually, must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the Purchasing Entity. Tires which are not manufactured annually, such as low volume tires, will be accepted when produced or manufactured within the last two (2) years prior to delivery to the Purchasing Entity.

Should an Authorized Distributor deliver a tire(s) with a manufacturing date exceeding the one year limit, excluding low volume tires which are not manufactured annually, the Authorized Distributor will pick up the expired tire(s) and replace them with tire(s) that meet the manufacturing date requirement for no additional fee to the Purchasing Entity.

All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

2.2.1.1. Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is V, W, Y, or ZR rated or above. A V rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 139.

2.2.1.2. Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans. The European Tire and Rim Technical Organization (ETRTO) equivalent is an acceptable substitute for the P-metric. Tires must be of quality equal to or superior in every respect to those normally furnished as original equipment in the OEM automotive industry.

2.2.1.3. Light Duty Trucks (Radial)

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

2.2.1.4. Medium Commercial/Heavy Duty Trucks /Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory generally have a diameter that is equal to or greater than twenty (20) inches. Commercial tires with 16, 17.5 and 19.5 inch rims are included in the medium truck tire category.

2.2.1.5. Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

2.2.2. Low Roll Resistance Tires

Contractor will provide certified (e.g., SAE J1269 and SAE J2452), low rolling resistance tires and identify them as low roll resistance tires in their MPL. Contractor is to also offer the fuel economy rating of the low roll resistance tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.2.3. Tubes

All inner tubes must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes must be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes must conform to all applicable federal specifications. *All tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the Purchasing Entity.*

2.2.4. Detailed Services Specifications

Contractor pricing for each of the services listed below, which may be performed by their Approved Distributors, includes all parts and labor. Approved Distributors must honor the services pricing in this Contract.

The Contractor is responsible for the timeliness and quality of all services provided by the Approved Distributors. NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory. This Contract covers the following tire services. Service pricing is shown in Section 5 of this Contract.

- 2.2.4.1.** Tire Installation with purchase in store includes dismount of used tires and tubes
- 2.2.4.2.** Change tire, dismount and mount
- 2.2.4.3.** Flat repair, remove, repair and mount
- 2.2.4.4.** Flat repair, off vehicle
- 2.2.4.5.** Rotate mounted tires (per tire)
- 2.2.4.6.** New valve stem rubber or metal
- 2.2.4.7.** Wheel balance - computer spin balance (per tire)
- 2.2.4.8.** Wheel balance – computer spin balance and valve stem combination
- 2.2.4.9.** Alignment Services - Standard two and four wheel alignments

2.2.4.10. Used tire recycle and disposal fee (per tire)

Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statute regulated fee caps will only pay the statute price.

For Participating States which do not have a statute regulating the disposal fee, the maximum fees which can be charged for tire disposal are as follows:

\$2.50/Tire Passenger Car Tire

\$5.00/Tire Truck Tire

These maximum fees can be adjusted during the life of the Contract to meet current market trends.

2.2.4.11. Bulk Disposal of Tires

This is considered an additional chargeable service. Contractor, when requested by a Purchasing Entity, will place trailers on-site for the disposal of scrap tires. Contractor must, on a will-call basis, within five (5) days' notification from requesting Purchasing Entity, remove and replace full trailers with empty trailers. Trailer capacity shall be a minimum of six (6) tons of scrap tires. Contractor shall dispose of scrap tires that are removed in Contractor-provided trailers at an approved waste tire recovery area, or other

approved disposal methods. Contractor must invoice for disposal of scrap tires at the price negotiated between parties. Contractor shall submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Purchasing Entity if dismounting is required. With prior approval from the designated Purchasing Entity Contract representative, Contractor may dismount scrap tires from wheels and invoice at the price negotiated between parties for such service. Contractor must return wheels to the Purchasing Entity for disposition unless instructed otherwise by the Purchasing Entity.

2.2.4.12. Tire pressure monitoring system (TPMS)

When new tires are mounted on a vehicle with a TPMS system, the TPMS system will be reinstalled with a new washer, valve, and valve cap (TPMS service kit).

This Contract is not meant for purposes of general vehicle maintenance and repair services. Alignment service pricing should include all minor parts such as alignment shims and alignment cam bolts. However, the alignment shims and alignment cam bolts can be invoiced as a separate line item if not included in the price of the alignment.

Parts needed to repair a vehicle in order to obtain proper alignment such as tie rod ends/sleeves, ball joints, bushings, sway bar links, center links, idler arms/pitman arms, rack and pinion units, shock absorbers, struts/cartridges and coil springs are not authorized under this Contract.

2.3. Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information.

2.4. Customer Service

2.4.1. The Contractor will provide a dedicated customer service representative(s) for the Contract. The representative will be available to acknowledge all Purchasing Entities inquiries within one business day. The representative's responsibilities include, but are not limited to, the following:

- 2.3.1.1** Respond and resolve Participating States' questions and/or complaints about the products and services being provided through the successful Contractor's Approved Distributors network. The customer service representative should acknowledge receipt of Participating States' inquiries within one business day.
- 2.3.1.2** Contact Approved Distributors who are not complying with the NASPO ValuePoint Contract and Participating State's terms and conditions directly or through the Contractor's standard channels. Coordinate the education of the Approved Distributor on its Contract responsibilities.
- 2.3.1.3** Contact the Lead State Contract Administrator concerning any unresolved issues concerning all Participating States and work with the Lead State Contract Administrator to resolve these issues. Issues which have not been resolved within thirty (30) days shall be escalated up to the Lead State Contract Administrator.
- 2.3.1.4** Participate in annual meetings with Lead State Contract Administrator to discuss customer service related issues and contract performance.
- 2.3.1.5** Participate in quarterly conference calls with Lead State Contract Administrator to review any current contract issues with Participating States.
- 2.3.1.6** Lead contact for sales reporting and remittance of management fees.
- 2.3.1.7** Main point of contact regardless of the question or issue. If customer service representative cannot answer a question or resolve an issue without additional help, they should contact the necessary staff and obtain the answer or resolve the issue and then contact the Purchasing Entity with the final answer or resolution.

2.5. Website

The Contractor will provide a dedicated website complete with each Participating State's participating addendum, tire/tube price list, Approved Distributor list, ordering information and other information as needed for all products included in this Contract. The dedicated website will be accessible by Purchasing Entities by internet link and be functional for the duration of the Contract. A link to the dedicated website will be posted on the State of Iowa's Contract website and be available for review by Purchasing Entities and the general public. The general public may view the pricing but only qualified public entities would participate in the contracted services and goods.

Pricing and the Approved Distributor list for each Participating State should be available to view within two clicks from the main website window. The Contractor must keep the information on the dedicated website current. Current is considered to be no later than fifteen (15) calendar days from the date Contractor has knowledge of the change. Websites may be linked to the Contractor's main public website.

Contractor will provide a "live" website no later than 60 days from the date of Contract execution. On March 31, 2019, the website will contain the aforementioned information for Participating States who have submitted their participating addendum by February 15, 2019. After April 1, 2019, the uploading of a Participating State's information to the website must be completed within fifteen (15) days of execution of the participating addendum.

Contractor is not required to provide online payment and ordering on its dedicated website.

2.6. Recruiting and Education of Approved Distributors

The Contractor will continue recruiting dealers to become Approved Distributors for Participating States for the duration of the Contract. The Contractor is responsible for providing sufficient coverage in each Participating State by ensuring that its authorized dealers are aware of this Contract and understand how to become an Approved Distributor.

The Contractor will provide continued outreach with regards to the training of Approved Distributors on the requirements of the Master Agreement. The Contractor is responsible for a Approved Distributor's understanding of the tire discounts, service rates, and billing procedures for their respective Participating State upon execution of a Dealer Agreement.

2.7. Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2.8. Tax Exemption

Sales tax is dynamic and the Contractor must comply with each Participating State's requirements. If Contractor's Approved Distributors cannot invoice the correct tax based upon the location (e.g., delivery location rather than Approved Distributor location) required by a Participating State, Contractor must disclose that to the Participating State prior to execution of a Participating Addendum with that State.

2.9. Multiple Accounts within a Purchasing Entity

Purchasing Entities may have different agencies, departments or divisions utilizing the goods and/or services provided by the Contractor. The Contractor will maintain the ability to process multiple individual accounts and unique users within a Purchasing Entity for the duration of the Contract.

2.10. Payment Types

The Contractor must accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement.

2.11. High Volume Product

Participating States may negotiate with Contractor for more favorable tire/tube discounts for their respective high volume products. Contractor will provide a copy of each Participating State's discounts and pricing on the website when they are different from the standard discounts and pricing of this Contract.

2.12. NASPO ValuePoint Administrative Fee and Reporting Requirements

The Contractor agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Contractor also agrees to provide the specific summary and detailed usage reporting requirements as prescribed by Section 1.7 of the NASPO ValuePoint Master Agreement Terms and Conditions.

SECTION 3 Pricing

3.1. Tires and Tubes Percentage Discounts by Subcategory

Tire and Tube pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes Percentage Discounts by Subcategory					
Sub-category #	Tire and Tube Type	Percent Discount	MPL Name	MPL Date	MPL REF. Numbers
B1	Pursuit and Performance Tires	52.5%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 1
B2	Automobile/Passenger Vehicles	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 1-13
B3	Light Duty Trucks:	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	3a. Radial	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	3b. Bias	NA	NA	NA	NA
B4	Medium Commercial/Heavy Duty Trucks/Buses	60%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 20-27
B5	Off Road	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 27-29
	5a. Off Road Radial	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 29
	5b. Off Road Bias	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 27-29

3.2. Tire Service Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Type of Service		Product Sub-Category 1 & 2	Product Sub-Category #3	Product Sub-Category #4	
		Pursuit, Performance, Passenger	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus	
				Single	Dual
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	040-103-000 \$0.00	040-107-000 \$8.00	046-339-000 \$24.00	046-341-000 \$36.00
2	Change tire, dismount and mount	040-101-000 \$8.50	040-102-000 \$10.00	040-141-000 \$27.51	040-180-000 \$30.82
3	Flat Repair, remove, repair and mount	040-265-000 \$14.00	040-266-000 \$15.50	046-345-000 \$31.00	046-347-000 \$45.00
4	Flat repair, off vehicle	040-263-000 \$14.00	040-263-000 \$14.00	046-345-000 \$31.00	046-347-000 \$45.00
5	Rotate mounted tires (per tire)	046-161-000 \$3.50	046-163-000 \$3.50	046-109-000 \$17.16	046-109-000 \$17.16
6	New valve stem rubber or metal (per tire)	Rubber 041-263-000 \$3.00. Metal 041-206-000 \$6.75	Rubber 041-263-000 \$3.00. Metal 041-206-000 \$6.75	041-210-000 \$9.00	041-210-000 \$9.00
7	Wheel balance-computer spin balance (Per Tire)	044-263-000 \$10.95	044-263-000 \$10.95	044-288-000 \$33.00	044-520-000 \$36.00
8	Wheel balance/Valve stem combo (per tire)	044-203-000 \$13.95	044-203-000 \$13.95	044-208-000 \$38.72	044-208-000 \$38.72
9	Alignment services				
	9a. Standard two wheel alignment	\$69.95	\$69.95	Not Available	Not Available
	9b. Four wheel alignment	\$74.95	\$74.95	Not Available	Not Available
	9c. Bushing/cam alignment	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Not Available	Not Available
	9d. Vehicle Alignment Check Only	\$29.00	\$29.00	Not Available	Not Available
10	Used tire recycle/disposal fee (per tire)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws
11	Bulk tire disposal (min. of six tons capacity)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws

12	Tire pressure monitoring kit (per Tire)	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Not Available	Not Available
13	Service TPMS Sensors/System	\$2.50/Tire	\$2.50/Tire	Not Available	Not Available

3.3. Price and Rate Guarantee Period

The percentage discounts off MPL for tires and tubes must remain the same for the duration of the Contract. The Contractor will provide an updated tire and tube price list annually with updated effective dates.

Tire and tube pricing updates are allowed annually. A request for price increase must be submitted to the Lead State Contract Administrator sixty (60) days prior to March 31 each year for approval by the Lead State. Acceptable supporting documentation could include providing a comparison of indices from the Producer Price Index which show an increase in the tire manufacturing costs over a period of several years. Acceptable supporting documentation could also include a copy of a letter from a supplier stating they are increasing their price to the Contractor. The Lead State will determine whether the supporting documentation provided is sufficient to justify the requested price increase and reserves the right to clarify or request additional documentation.

The Lead State will provide written acceptance or denial of the proposed price increases to the Contractor within 30 days of receipt of the request for price adjustment.

SECTION 4
Project Managers

4.1. Project Manager - Contractor

Jeff Goodenow
330-796-4352
330-796-3404 (FX)
jsgoodenow@goodyear.com

4.2. State of Iowa – DAS/Procurement Contact

Nancy Wheelock
515.725-2268
nancy.wheelock@iowa.gov

**FIRST AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19101
BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY AND THE STATE OF IOWA**

THIS FIRST AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19101 executed November 5, 2018 (the "Agreement"), by and between The Goodyear Tire & Rubber Company ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of January 14, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for Agency;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

1. Section 1.14.1 in the Agreement is amended as follows:

Section 1.14.1 currently states:

1.14 Shipping and Delivery

- 1.14.1** The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 1.14.1 is amended to state:

1.14 Shipping and Delivery

- 1.14.1** All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of a Participating Addendum and/or Dealer Agreement for individual states. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in the Participating Addendum and/or Dealer Agreement. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2. Section 2.3 in the Agreement is amended as follows:

Section 2.3 currently states:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information.

Section 2.3 is amended to state:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates, if applicable for the state
- Delivery Terms, if applicable for the state

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery information, and contact information.

3. Section 2.7 in the Agreement is amended as follows:

Section 2.7 currently states:

2.7 Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 2.7 is amended to state:

2.7 Shipping and Delivery

As stated in section 1.14.1.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

THE GOODYEAR TIRE & RUBBER COMPANY

By: 

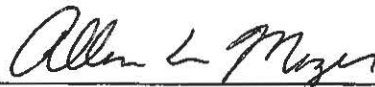
Name: Maylon Carroll

Title: Channel Manager Government Sales

Date: 1/14/2019

STATE OF IOWA

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT**

By: 

Name: Allen Meyer

Title: Chief Operating Officer

Date: 1/14/2019

**SECOND AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19101
BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY AND THE STATE OF IOWA**

THIS SECOND AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19101 executed November 5, 2018 (the "Agreement"), by and between The Goodyear Tire & Rubber Company ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of February 15, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for the Lead State;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

- 1. Section 4.2.4.10. Emergency Roadside Assistance within Section 4.2.4. Detailed Services Specifications (Scope of Work) in RFP1118005083 is restated and added to Section 2 - Scope of Work in the Agreement:**

Section 4.2.4.10. within Section 4.2.4. of RFP1118005083 currently states:

Emergency Roadside Assistance (price per hour for labor or service call)
Offeror's Approved Distributors shall provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Offeror's Approved Distributors to Using Entity identified location), shall occur within the time parameters requested by the Using Entity at the time of contact (one hour, 2-5 hours, 24 hours etc.). Offeror's Approved Distributors shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that Offeror's Approved Distributors is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, the Using Entity reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without contract violation.

Section 4.2.4.10. within Section 4.2.4. of RFP1118005083 is amended in Section 2 – Scope of Work in the Agreement to state:

2.2.4.13. Emergency Roadside Assistance

Contractor's Approved Distributors who are equipped to provide roadside assistance will provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Contractor's Approved Distributors to Using Entity identified location), shall occur within the time parameters stated in the Participating Addendum (one hour, 2-5 hours, 24 hours etc.). Contractor's Approved Distributors who are equipped to provide roadside assistance will make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that Contractor's Approved Distributor is unable or unwilling to respond within the required dispatch

time after telephone notification of the emergency, the Using Entity reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without contract violation.

Contractor will provide its national price list and terms for emergency roadside assistance. Rates and service terms may be negotiated by the Participating State or Entity and established through the Participating Addendum.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

THE GOODYEAR TIRE & RUBBER COMPANY

By: 

Name: Maylon Carroll

Title: Channel Manager Government Sales

Date: 2/20/19

STATE OF IOWA

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT**

By: 

Name: Allen Meyer

Title: Chief Operating Officer

Date: 2/20/19

COMMERCIAL SERVICE PRICING

TRUCK TIRE ROAD SERVICE

Pickup or delivery of tires, wheels, rims for replacement, retreading, or repair will be subject to a P&D Fuel surcharge. All regular in-shop rates will apply for work performed. **ALL ROAD SERVICE WILL BE CHARGED AT AN HOUR AND HALF HOUR RATE.**

All service charges include at no extra cost miscellaneous road service labor charges such as flat repairs up to 3/8" diameter and mounts and dismounts. Charges for materials may be assessed such as valve hardware, studs, tubes, etc.

All Goodyear National and Consumer accounts and their divisions and subsidiaries are approved to receive National Account billing on truck tire service charges that may be incurred unless otherwise stated in the National Account Instruction Manual.

These charges are countrywide. The below prices apply to National Account purchases when delivered by any supply point, including dealers. Portal to portal charges are to be calculated from the servicing dealer location only.

Emergency/Yard Service Calls

Emergency Road Service Regular Hours – Service that is needed right away, on the highway – 8:00am to 5:00pm.

Emergency Road Service After Hours – 5:00pm to 8:00am – Supply point may elect to charge a 2 hour minimum for after hours emergency service calls.

ADDITIONAL CHARGES THAT MAY BE INCURRED	Product Code	CHARGE
Towing Fees	046 154	FR/CML
Toll Fees	046 428	FR/CML
Mileage Over 20 Miles Per Call (Portal to Portal) Adjusted Weekly, see www.tire-hq.com	046 904	
Fuel Surcharge First 20 miles is charged a surcharge, flat charge indexed weekly. Applies to pickup delivery and road service calls. Adjusted Weekly, see www.tire-hq.com	047 526	
Commercial Wide Base Scrap Disposal Fee	046 375	FR/CML
Commercial Disposal Fee except AR, OK – ineligible with new tire purchase (NY max \$2.50)	046 356	FR/CML
Tire Disposal for AR and OK only w/out tire purchase – for consumer or commercial tires	040 206	FR/CML

TRUCK TIRE ROAD SERVICE CONT.

BASIC ROAD SERVICES		
The fleet and the dealer are to establish one of the 2 methods of billing w/ the service provider prior to work being performed	Product Code	CHARGE
Emerg Road Svc Call-Reg Hrs./Per Hr. - 8:00am - 5:00pm Monday thru Friday	046 240	\$ 109.00
Emerg Road Svc Call-Reg Hrs./Per 1/2 Hr. - 8:00am - 5:00 pm Monday thru Friday	046 241	\$ 54.50
Emerg Road Svc Call-After Hrs./Per Hr. - 5:00pm - 8:00am Monday – Friday, All Day Sat, Sun and Holidays	046 242	\$ 129.00
Emerg Road Svc Call-After Hrs./Per 1/2 Hr. - 5:00pm - 8:00am Monday – Friday, All Day Sat, Sun and Holidays	046 243	\$ 64.50
YARD CALL		
An agreed upon time by both the servicing provider and the customer usually to take place within 3 to 8 business hours during regular business hours either the same or early next day. Time is charged by the hour on the customer location with a 1 hour minimum. Includes all labor – parts excluded	Product Code	CHARGE
Yard Call-Reg Hrs./Per Hr.	046 244	\$ 89.00
Yard Call-Reg Hrs./Per 1/2 Hr.	046 245	\$ 44.50
Yard Call-After Hrs./Per Hr.	046 246	\$ 109.00
Yard Call-After Hrs./Per 1/2 Hr.	046 247	\$ 54.50
Yard Call One Time Charge		
Charged as a one time charge by both the serviceing provider and the customer.	046 911	\$ 40.00
EMERGENCY UNSCHEDULED YARD CALL		
Fleet requesting someone to come over ASAP. Time is charged portal to portal w/ mileage. If call exceeds 20 miles round trip, mileage is charged. Includes all labor- parts excluded	Product Code	CHARGE
Emerg Unscheduled Yard Call Hrs/Per Hr.	046 381	\$ 95.00
Emerg Unscheduled Yard Call per 1/2 Hr.	046 382	\$ 47.50

National Account customers will not pay shop supplies

*** All prices are for most vehicles, some may require additional charges.**

Abbreviations- ADT- Actual Diagnostic Time; CIR- Current Inspection Rate; CL/GSP- Current list or Goodyear Selling Price; F/R- Flat rate; N/C No Charge; CML- Current Manufacturer's List

Updated 12/01/2018

**FIRST AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19101
BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY AND THE STATE OF IOWA**

THIS FIRST AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19101 executed November 5, 2018 (the "Agreement"), by and between The Goodyear Tire & Rubber Company ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of January 14, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for Agency;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

1. Section 1.14.1 in the Agreement is amended as follows:

Section 1.14.1 currently states:

1.14 Shipping and Delivery

1.14.1 The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 1.14.1 is amended to state:

1.14 Shipping and Delivery

1.14.1 All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of a Participating Addendum and/or Dealer Agreement for individual states. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in the Participating Addendum and/or Dealer Agreement. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2. Section 2.3 in the Agreement is amended as follows:

Section 2.3 currently states:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information.

Section 2.3 is amended to state:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
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- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates, if applicable for the state
- Delivery Terms, if applicable for the state

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery information, and contact information.

3. Section 2.7 in the Agreement is amended as follows:

Section 2.7 currently states:

2.7 Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 2.7 is amended to state:

2.7 Shipping and Delivery

As stated in section 1.14.1.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

THE GOODYEAR TIRE & RUBBER COMPANY

By: 

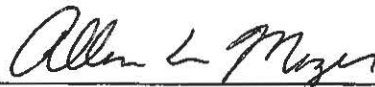
Name: Maylon Carroll

Title: Channel Manager Government Sales

Date: 1/14/2019

STATE OF IOWA

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT**

By: 

Name: Allen Meyer

Title: Chief Operating Officer

Date: 1/14/2019

**SECOND AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19101
BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY AND THE STATE OF IOWA**

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NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

- 1. Section 4.2.4.10. Emergency Roadside Assistance within Section 4.2.4. Detailed Services Specifications (Scope of Work) in RFP1118005083 is restated and added to Section 2 - Scope of Work in the Agreement:**

Section 4.2.4.10. within Section 4.2.4. of RFP1118005083 currently states:

Emergency Roadside Assistance (price per hour for labor or service call)
Offeror's Approved Distributors shall provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Offeror's Approved Distributors to Using Entity identified location), shall occur within the time parameters requested by the Using Entity at the time of contact (one hour, 2-5 hours, 24 hours etc.). Offeror's Approved Distributors shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that Offeror's Approved Distributors is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, the Using Entity reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without contract violation.

Section 4.2.4.10. within Section 4.2.4. of RFP1118005083 is amended in Section 2 – Scope of Work in the Agreement to state:

2.2.4.13. Emergency Roadside Assistance

Contractor's Approved Distributors who are equipped to provide roadside assistance will provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Contractor's Approved Distributors to Using Entity identified location), shall occur within the time parameters stated in the Participating Addendum (one hour, 2-5 hours, 24 hours etc.). Contractor's Approved Distributors who are equipped to provide roadside assistance will make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that Contractor's Approved Distributor is unable or unwilling to respond within the required dispatch

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THE GOODYEAR TIRE & RUBBER COMPANY

By: 

Name: Maylon Carroll

Title: Channel Manager Government Sales

Date: 2/20/19

STATE OF IOWA

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT**

By: 

Name: Allen Meyer

Title: Chief Operating Officer

Date: 2/20/19

COMMERCIAL SERVICE PRICING

TRUCK TIRE ROAD SERVICE

Pickup or delivery of tires, wheels, rims for replacement, retreading, or repair will be subject to a P&D Fuel surcharge. All regular in-shop rates will apply for work performed. **ALL ROAD SERVICE WILL BE CHARGED AT AN HOUR AND HALF HOUR RATE.**

All service charges include at no extra cost miscellaneous road service labor charges such as flat repairs up to 3/8" diameter and mounts and dismounts. Charges for materials may be assessed such as valve hardware, studs, tubes, etc.

All Goodyear National and Consumer accounts and their divisions and subsidiaries are approved to receive National Account billing on truck tire service charges that may be incurred unless otherwise stated in the National Account Instruction Manual.

These charges are countrywide. The below prices apply to National Account purchases when delivered by any supply point, including dealers. Portal to portal charges are to be calculated from the servicing dealer location only.

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Emergency Road Service Regular Hours – Service that is needed right away, on the highway – 8:00am to 5:00pm.

Emergency Road Service After Hours – 5:00pm to 8:00am – Supply point may elect to charge a 2 hour minimum for after hours emergency service calls.

ADDITIONAL CHARGES THAT MAY BE INCURRED	Product Code	CHARGE
Towing Fees	046 154	FR/CML
Toll Fees	046 428	FR/CML
Mileage Over 20 Miles Per Call (Portal to Portal) Adjusted Weekly, see www.tire-hq.com	046 904	
Fuel Surcharge First 20 miles is charged a surcharge, flat charge indexed weekly. Applies to pickup delivery and road service calls. Adjusted Weekly, see www.tire-hq.com	047 526	
Commercial Wide Base Scrap Disposal Fee	046 375	FR/CML
Commercial Disposal Fee except AR, OK – ineligible with new tire purchase (NY max \$2.50)	046 356	FR/CML
Tire Disposal for AR and OK only w/out tire purchase – for consumer or commercial tires	040 206	FR/CML

TRUCK TIRE ROAD SERVICE CONT.

BASIC ROAD SERVICES		
The fleet and the dealer are to establish one of the 2 methods of billing w/ the service provider prior to work being performed	Product Code	CHARGE
Emerg Road Svc Call-Reg Hrs./Per Hr. - 8:00am - 5:00pm Monday thru Friday	046 240	\$ 109.00
Emerg Road Svc Call-Reg Hrs./Per 1/2 Hr. - 8:00am - 5:00 pm Monday thru Friday	046 241	\$ 54.50
Emerg Road Svc Call-After Hrs./Per Hr. - 5:00pm - 8:00am Monday – Friday, All Day Sat, Sun and Holidays	046 242	\$ 129.00
Emerg Road Svc Call-After Hrs./Per 1/2 Hr. - 5:00pm - 8:00am Monday – Friday, All Day Sat, Sun and Holidays	046 243	\$ 64.50
YARD CALL		
An agreed upon time by both the servicing provider and the customer usually to take place within 3 to 8 business hours during regular business hours either the same or early next day. Time is charged by the hour on the customer location with a 1 hour minimum. Includes all labor – parts excluded	Product Code	CHARGE
Yard Call-Reg Hrs./Per Hr.	046 244	\$ 89.00
Yard Call-Reg Hrs./Per 1/2 Hr.	046 245	\$ 44.50
Yard Call-After Hrs./Per Hr.	046 246	\$ 109.00
Yard Call-After Hrs./Per 1/2 Hr.	046 247	\$ 54.50
Yard Call One Time Charge		
Charged as a one time charge by both the serviceing provider and the customer.	046 911	\$ 40.00
EMERGENCY UNSCHEDULED YARD CALL		
Fleet requesting someone to come over ASAP. Time is charged portal to portal w/ mileage. If call exceeds 20 miles round trip, mileage is charged. Includes all labor- parts excluded	Product Code	CHARGE
Emerg Unscheduled Yard Call Hrs/Per Hr.	046 381	\$ 95.00
Emerg Unscheduled Yard Call per 1/2 Hr.	046 382	\$ 47.50

National Account customers will not pay shop supplies

*** All prices are for most vehicles, some may require additional charges.**

Abbreviations- ADT- Actual Diagnostic Time; CIR- Current Inspection Rate; CL/GSP- Current list or Goodyear Selling Price; F/R- Flat rate; N/C No Charge; CML- Current Manufacturer's List

Updated 12/01/2018



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3K
Consent Calendar

Contract Increase for Firefighter Wellness and Fitness (WEFIT) Services

Contact(s) for Further Information

Brigitte Gibb, Director bridgettegibb@ocfa.org 714.573.6353
Human Resources

Jonathan Wilby, Risk Manager jonathanwilby@ocfa.org 714.573.6832

Summary

This agenda item is submitted to increase the not to exceed amount of the contract with Hoag Executive Health for firefighter Wellness and Fitness (WEFIT) medical services.

Prior Board/Committee Action

At the February 22, 2018, meeting, the Executive Committee approved a 6-month contract with Hoag Executive Health (Hoag) for WEFIT medical services.

At the July 26, 2018, meeting, the Executive Committee approved the extension of the contract with Hoag for the remainder of the initial three-year term.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to increase Year One of the Professional Services Agreement for WEFIT medical services by \$100,000 for a revised annual amount of \$659,479.
2. Approve and authorize the Purchasing Manager to increase future years of the Professional Services Agreement to an amount not to exceed \$1,164,319 annually to allow for increases in firefighter participation rates, provided that funding is secured and pricing remains the same.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this increase has been requested through the FY 2018/19 Mid-Year Budget Adjustment and the FY 2019/20 Annual Budget Development processes.

Background

The Orange County Fire Authority (OCFA) established the WEFIT program in 2003 after several firefighters suffered potentially preventable deaths in the early 2000s. The goal of the program was to proactively encourage a healthier, more fit, and safer workforce with the core strategy at the inception of the WEFIT program being biennial medical examinations, fitness testing, and immunization screening for firefighters.

The WEFIT medical services provided by Hoag enable the OCFA to fulfill portions of our agreement with the Orange County Professional Firefighters Association, Local 3631 to include the following components in the WEFIT program: 1) medical, 2) fitness, 3) medical/fitness/injury rehabilitation, 4) behavioral health, and 5) data collection/reporting.

RFP Process

On April 25, 2017, RFP SC2194 was issued to establish a new contract for WEFIT medical services. Upon completion of a comprehensive interview and reference-checking process, Hoag Executive Health was selected as the top vendor. It was determined that with its highly qualified staff, robust education program, and numerous and well-renowned medical facilities, Hoag had the resources and commitment necessary to form a partnership with the OCFA that would lead to long-term improvements in firefighter health and safety.

Contract Increase

The WEFIT program is a non-mandatory program with participation rates varying based on many factors. The number of annual exams requested in RFP SC2194 assumed 100% firefighter participation. Based on these quantities, Hoag submitted the following pricing:

Description	Amount
WEFIT Exam	\$897.00
WEFIT & US&R	\$1,472.50
WEFIT & HazMat	\$1,472.50
WEFIT & DMV	\$1,047.00
WEFIT & Crane Operator	\$1,047.00
Post Deployment Medical Exam	\$595.00
CA DMV Exam	\$395.00

Staff determined that because firefighter participation rates through the incumbent provider were so low (approximately 60%), the full contract amount would not be awarded. Rather, staff chose to pursue a contract amount sufficient for participation rates of 75%. Despite the decrease in estimated annual quantities, Hoag agreed to hold the proposed unit prices with the understanding that as Hoag experienced success in raising participation, the contract amount would be increased accordingly.

Increasing participation rates from approximately 60% to 75% was identified as a challenging yet achievable target when this contract and associated budget were established. Voluntary participation has increased at a higher rate due to excitement and confidence surrounding the new medical provider (Hoag), improved examinations, and the WEFIT program staff increasing employee engagement in the program.

To account for the costs associated with increased firefighter participation in the WEFIT physical exams, staff is recommending approval to increase Year One of the Professional Services Agreement by \$100,000 for a revised annual amount of \$659,479 and to increase future years of the Professional Services Agreement to an amount not to exceed \$1,164,319 annually, provided that funding is secured and pricing remains the same.

Attachment(s)

1. Proposed Amendment to the Professional Services Agreement with Hoag Executive Health
2. Local 3631 MOU Appendix E – WEFIT Program

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

THIS AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Two") is made and entered into this 28th day of March, 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Hoag Executive Health, a corporation, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on the 1st day of March, 2018 ("Agreement"), to provide medical services for the Firefighter Wellness and Fitness Program, which is incorporated herein by this reference; and

WHEREAS, OCFA and Firm amended the Original Agreement July 26, 2018 to extend the contract term; and

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

WHEREAS, OCFA and Firm desire to amend the Agreement to increase the contract amount to \$1,164,319 annually, to allow for increased participation.

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 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 the Pricing Sheet, attached hereto as Exhibit "B," in an amount not to exceed \$1,164,319 annually.

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

3. The persons executing this Amendment Two 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 Two the parties are formally bound by the provisions of this Amendment Two.

[Signatures on Following Page]

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

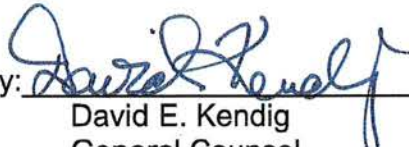
"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

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

APPROVED AS TO FORM.

By:  _____
David E. Kendig
General Counsel

Date: 3/13/19 _____

ATTEST:

Sherry A.F. Wentz
Clerk of the Board

"FIRM"

HOAG EXECUTIVE HEALTH

Date: 3.12.19 _____

By:  _____
James Lindberg, M.D.
Owner & Chief of Service

APPENDIX E - WEFIT Program

On September 25, 2003, the OCFA Board of Directors approved the Fire Service Joint Labor and Management Wellness-Fitness Initiative (WEFIT). This program is a partnership between the Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association-IAFF, Local 3631 (OCPFA). In an effort to maintain an effective WEFIT program that will improve the well-being and quality of health for OCFA employees, the parties agree as follows:

1. The WEFIT Program is mandatory/non-punitive. The OCFA shall provide all five (5) of the following aspects of the WEFIT Program:
 - Medical
 - Fitness
 - Medical /Fitness/Injury Rehabilitation
 - Behavioral Health
 - Data Collection and Reporting

No disciplinary action will be imposed on an employee solely based on his/her participation or non-participation in any portion of the WEFIT Program.

2. The employee retains the option of having any portion of the physical examination provided by the OCFA's medical provider, or by a physician of the employee's choice at the employee's expense. The employee's physician can provide such results directly to the OCFA's medical provider. Both parties agree to take positive steps to promote the WEFIT program and encourage employee participation in the physical examination and fitness testing process. However, the employee retains the option to not participate.
3. Employees will be scheduled for the physical examinations and fitness tests during work time, for which they will be compensated. Should circumstances arise which require the employee to be scheduled or rescheduled during off work time, employees will be compensated for the time spent participating in the physical examination and fitness testing process.
4. Medical information collected during the physical examination and fitness testing process will be confidential. OCFA's medical provider will retain medical records and the examining physician will only share the specific details of the examination results with the employee. Aggregate physical examination and fitness testing data will be provided to the OCFA and OCPFA in accordance with the WEFIT initiative.
5. The fitness for duty standards applied to employees will remain unchanged. The OCFA may require medical and fitness for duty evaluations when there is sufficient cause for said evaluations. (i.e., returning to duty after medical or injury absence.)
6. The WEFIT program includes an on-duty exercise program. Participation in the on-duty exercise program is encouraged and both parties agree to take positive steps to promote the fitness program and encourage employee participation. However, the employee retains the option to not participate. No discipline will be initiated against an employee for not participating in the program.

7. Immunization records will be kept in confidence by the OCFA Occupational Health Nurse and forwarded to the employee's medical files at UCI/Center for Occupational and Environmental Health. The OCFA Occupational Health Nurse will keep and maintain these records in accordance with all applicable local, state, and federal laws, including the Health Insurance Portability and Accountability Act of 1969 (HIPPA). Access to the immunization records stored by OCFA will be restricted to only the Occupational Health Nurse and will not be released without a written consent from the employee. The employee shall have access to and receive a copy of their records upon request. The sole purpose of keeping and maintaining these records is to ensure that all applicable vaccinations and screening records are kept current for those persons participating in this program.
8. Results from blood titers for Hepatitis B will be sent directly to the employee and the OCFA Occupational Health Nurse who is the coordinator of the WEFIT Immunization Program. The blood titers are for purposes of determining levels of antibodies so that a determination can be made on whether the vaccine(s) are necessary. The Hepatitis C screening results will be sent directly to the employee and UCI/Center for Occupational & Environmental Health and not sent to the OCFA Occupational Health Nurse/Immunization Coordinator.
9. An eight (8) member WEFIT Oversight Committee, co-chaired by the OCFA and the OCPFA, will oversee the WEFIT program. Each co-chair shall choose two (2) voting members and one (1) alternate. The additional members of the committee will be nonvoting-members, and will consist of one (1) representative from each of the following groups: Chief Officers Association (COA), and the Orange County Employees Association (OCEA).

The respective chairpersons shall have veto power over any issue that comes before the committee. Issues that are vetoed by a chairperson shall then be moved to the traditional arena of labor/management relations.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3L
Consent Calendar

Blanket Order Contract Renewal for
Elevator Maintenance Services

Contact(s) for Further Information

Jim Ruane, Assistant Chief	jimruane@ocfa.org	714.573.6304
Logistics Department		

Patrick Bauer, Property Manager	patrickbauer@ocfa.org	714.573.6471
Property Management Division		

Summary

This agenda item is submitted for approval to extend and increase the previously approved blanket order contract with Mitsubishi Electric & Electronics USA, Inc. for the maintenance of elevators at the OCFA Regional Fire Operations and Training Center (RFOTC).

Prior Board/Committee Action

At its February 19, 2015, meeting, the Executive Committee approved a four-year sole source blanket order contract with Mitsubishi Electric & Electronics, USA, Inc. for RFOTC elevator maintenance services in the amount of \$55,227.12 (for four years).

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to extend and increase a previously issued blanket order contract with Mitsubishi Electric & Electronics USA, Inc. for the maintenance of the Regional Fire Operations and Training Center elevators for a five-year term at an amount not to exceed \$72,912.60.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is available in the existing FY 2018/19 Logistics Department, Property Management budget.

Background

All five elevators located at the RFOTC were manufactured and installed by Mitsubishi Electric & Electronics USA, Inc. at the time of building construction. The OCFA has used Mitsubishi continuously to provide the maintenance services, since the RFOTC was built. Mitsubishi is the sole source supplier of the proprietary parts required to service, maintain, and certify these elevators for safe operation.

Staff negotiated a five-year agreement and Mitsubishi agreed to hold current pricing for the first three years and increase pricing by three-percent per year in the final two years of the contract. The total contract amount is \$72,912.60 as listed on the chart on the following page.

Description	Contract End Dates for Annual Renewal Options	Original Amount	New Annual Total
Mitsubishi	<u>4/30/2019</u>	\$14,322.12	
Maintenance, Repair & Certification Elevators	4/30/2020		\$14,322.12
	4/30/2021		\$14,322.12
	4/30/2022		\$14,322.12
	4/30/2023		\$14,751.84
	4/30/2024		\$15,194.40
<i>Total</i>			\$72,912.60

Recommendation

Staff is recommending the Executive Committee approve and authorize the Purchasing Manager to extend and increase the current blanket order contract with Mitsubishi Electric & Electronics USA, Inc. for the total amount of \$72,912.60 for the five-year contract.

Attachment(s)

1. Original Professional Services Agreement (On file in the Clerk's Office)
2. Professional Services Agreement Proposed Amendment One

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 1st day of May, 2014, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Mitsubishi Electric US, Inc. Elevator and Escalator Division, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a firm for the Maintenance, Repair and Certification of (5) Elevators, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal for Contract #11271MH and renewal letter dated February 10, 2014, with a five (5) year contract option, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

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

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

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 (1) Exhibit "A", Firm's proposal, renewal letter dated February 10, 2014, attached hereto and by this reference incorporated as though fully set forth. Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

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

1.6 Additional Services.

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

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not

be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount of not to exceed \$68,727.12 per the following:

Contract Year	Monthly Cost	Annual Cost
May 1, 2014 – April 30, 2015	1,125.00	13,500.00
May 1, 2015 – April 30, 2016	1,125.00	13,500.00
May 1, 2015 – April 30, 2017	1,125.00	13,500.00
May 1, 2015 – April 30, 2018	1,158.75	13,905.00
May 1, 2016 – April 30, 2019	1,193.51	14,322.12
Total		68,727.12

3.2 Method of Payment.

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

3.3 Changes.

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

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required

by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

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

3.4 Appropriations.

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

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

4.2 Schedule of Performance.

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

Monthly preventative maintenance includes checking and lubrication of all parts, adjustments, repair service, replacement of parts as they wear before they break and continual adjustment to ensure optimal performance

Contractor to periodically clean the areas and equipment listed below:

1. Hoistways – annually
2. Pits, Machine Rooms and Car Tops – Quarterly.

4.3 Force Majeure.

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the

commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall commence upon renewal and shall continue in full force and effect until satisfactory completion of the services for the period commencing May 1, 2014 to April 30, 2019 from the date hereof, unless extended by mutual written agreement of the parties

5. COORDINATION OF WORK

5.1 Representative of Firm.

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

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

5.2 Contract Officer.

The Contract Officer shall be Steve Klein, 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.

The experience, knowledge, capability and reputation of Firm, its principals and employees, 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. 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.

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

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance.

Firm 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 Firm's performance under this Agreement. Firm 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 cancellation. OCFA's certificate evidencing the foregoing and designating OCFA as an additional named insured shall be delivered to and approved by OCFA prior to commencement of the services hereunder. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its Firms, officers and employees. The amount of insurance required hereunder shall include comprehensive general liability, personal injury and automobile liability with limits of at least one million (\$1,000,000) combined single limit coverage per occurrence and professional liability coverage with limits of at least one million (\$1,000,000). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

6.2 Indemnification.

The Firm shall defend, indemnify and hold harmless OCFA, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Firm, its officers, employees and agents, arising out of or related to Firm's performance under this Agreement, except for such loss as may be caused by OCFA's own negligence or that of its officers or employees. OCFA shall promptly notify FIRM of all claims and the commencement of any suit, action or proceeding in respect of which indemnity may be sought ("Claims"). OCFA shall give complete authority, information and assistance (at FIRM's expense) for the defense and disposition of Claims. FIRM shall have full authority and control of the selection of counsel and the defense and resolution of Claims. Provided that FIRM diligently defends such Claims, FIRM shall not be liable for any legal fees or expenses incurred by the OCFA because FIRM has exclusive control of resolving Claims hereunder, or for the settlement of any Claim without the prior consent of FIRM. OCFA shall cooperate at the request and cost of FIRM in the defense of Claims for which indemnification is sought.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

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

8.5 Termination Prior to Expiration of Term.

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

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

8.6 Termination for Default of Firm.

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

8.7 Attorneys' Fees.

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

9. OCFA OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or

segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

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

10.2 Notice.

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

To OCFA:

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

To Firm:

Mitsubishi Electric US, Inc
Elevator and Escalator Division
Attention: Michael Corbo, General
Manager
5900-A Katella Ave.
Cypress, CA 90630

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 Amendment.

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

10.5 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.

10.6 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

Date: 6/4/14

By: Monica [Signature]

"FIRM"

**MITSUBISHI ELECTRIC, US, INC
ELEVATOR & ESCALATOR DIVISION**

Date: 6/3/14

By: [Signature]

EXHIBIT "A"

(PROPOSAL MITSUBISHI ELECTRIC US, INC)



Mitsubishi Electric US, Inc.
Elevator & Escalator Division (CA State License #791291)
5900-A Katella Avenue
Cypress, CA 90630-5019
PHONE: 714.220.4700 FAX: 714.220.4730

February 10, 2014

Ms. Monica Dorfmeier
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92623

Re: Orange County Fire Authority
11271M

Subject: Mitsubishi Elevator Maintenance

Dear Ms. Dorfmeier:

Below you will find breakout pricing for multi-year contracts.

3 Year Contract (under existing terms & conditions)
1st & 2nd - \$1,200.00 per month locked.
3rd - \$1,236.00 per month locked. (3% escalation from 2nd year)
Savings against current contract value - \$4,252.22 over 3 years

5 Year Contract (under existing terms & conditions)
1st thru 3rd - \$1,125.00 per month locked.
4th - \$1,158.75 per month locked. (3% escalation from 3rd year)
5th - \$1,193.51 per month locked. (3% escalation from 4th year)
Savings against current contract value - \$13,521.98 over 5 years

Sincerely,
Mitsubishi Electric US, Inc.
Elevator/Escalator Division

Jarrad Jones

Jarrad Jones
Zone Manager

December 5, 2005

Mr. Steve L. Klein
Facilities Manager
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92623

Re: Orange County Fire Authority
11271M

Subject: Mitsubishi Elevator Maintenance

Dear Mr. Klein:

Mitsubishi Electric & Electronics, Inc pleased to have the opportunity to continue maintaining the elevators at Orange County Fire Authority. The proposed price of \$900 a month is based upon the vertical transportation maintenance agreement which was proposed and attached. This is a continuation of the free warranty maintenance which followed the installation of these elevators and continued until this point at the negotiated price. A summary of this service is as follows:

- Preventative maintenance during normal trade hours, which includes checking and lubrication of all parts, replacement of parts as they wear before they break and continual adjustment to ensure optimal performance.
- Callback and minor adjustments at no additional charge (during normal trade hours). In the event of a mechanical failure, Mitsubishi Electric will repair and or replace the necessary parts during normal trade hours and no additional charge. This does not include events which are not under our control, acts of god, vandalism, misuse and abuse. With the exception of these accidents, there should be no additional charge to your facility for these callbacks. Please refer to the attached contract for a more complete description.

MEUS looks forward to a long and beneficial relationship with OCFA. Please do not hesitate to contact me if you have any additional questions.

Sincerely,
Mitsubishi Electric & Electronics, Inc.
Elevator/Escalator Division

Bryan Anderson
Marketing Executive
Cell: (714) 715-2601

PC: Rob Slack MEUS/EED
File 2

VERTICAL TRANSPORTATION MAINTENANCE AGREEMENT

January 2006

THIS AGREEMENT is made and entered into as of this First day of ~~May 2005~~ by and between the Elevator/Escalator Division of **Mitsubishi Electric & Electronics USA, Inc.** with its principal place of business at 5665 Plaza Drive, Cypress, California 90630 ("MEUS") and **The Orange County Fire Authority** with its principle place of business at **One Fire Authority Road, Irvine California 92623** ("Customer").

I. EQUIPMENT AND SERVICE DESCRIPTIONS

MEUS agrees to furnish the maintenance services listed in Section II of this Agreement on the vertical transportation equipment owned by Customer (the "Equipment") at the Location described below (the "Location"):

Location: **1 Fire Authority Road**
 Irvine, California 92623

Equipment Description:

<u>Type</u>	<u>Quantity</u>	<u>Manufacturer</u>	<u>Equipment ID</u>	<u>Landings/Openings</u>
Passenger	3	Mitsubishi	A1-A3	2/2
Service	1	Mitsubishi	B1	2/2
Passenger	1	Mitsubishi	C1	2/2

II. SCOPE OF AGREEMENT

MEUS shall select and furnish all supplies, materials, labor, labor supervision, tools, equipment and lubricants necessary to provide preventive maintenance, adjustment, replacement and repair service for the Equipment at the Location strictly in accordance with the terms and conditions of this Agreement.

A. Extent of Coverage

1. MEUS shall regularly and systematically examine, adjust, lubricate and, if conditions warrant as determined by MEUS, repair or replace the items listed below. MEUS shall not be responsible for maintaining any other component.

(a) **Machines:** The gears, worm shafts, sprockets, chains, bearings, bushings, oil seals, sheaves, brake coils, brake linings, spring pins, switches and switch components, motor windings, rotors, armatures, brushes, brush holders, wiring, isolation components, encoders, transducers and ventilating equipment mounted on the machine.

(b) **Power Converters:** The motor generator set windings, coils, armatures, bearings, oil seals, brushes, brush holders, wiring, isolation components, static converters, thyristors, transistors, diodes, transformers, reactors, resistors, chokes, relays, coils, fuses, printed circuit boards, ventilating fans, and VVVF Drive components.

(c) **Control Panels:** The relays, contacts, coils, conductors, switches, fuses, transformers, reactors, resistors, chokes, printed circuit boards, ventilating fans, air filters, wiring, indicating lamps and isolation components.

(d) **Position Control Devices:** The encoders, transducers, inductors, tape drives, plates, switches, contacts, gears, chains, bearings, shafts, cams, sheaves, conductors, relays, coils, fuses, transformers, resistors, printed circuit boards and indicating lamps.

(e) **Governors:** The sheaves, bearings, bushings, seals, switches, contacts, jaws, wire ropes, rope fastenings and solid state components.

(f) **Car and Counterweight Equipment:** The safeties, guide shoes, roller guides, switches, load weighing equipment, car door operators, drive belts, drive chains, contacts, solid state components, door protective devices, car door hangers, relating cables, door gibs, wiring, fixture buttons and button contact assemblies, buzzers, chimes, indicator lamps and emergency light units.

(g) **Hoistway Equipment:** The sheaves, governor tension assemblies, guide rails, switches, compensating sheave assemblies, compensating chains or cables, wire ropes, traveling cables, wiring, door interlocks, relating cables, door hangers, door gibs, door closers and landing door operators.

(h) **Landing Equipment:** The hall fixture buttons and button contact assemblies, chimes, gongs, indicator lamps, alarms and annunciators.

(i) **Lobby Panels and Fire Control Panels:** The fixture buttons and button contact assemblies, switches, indicator lamps, alarms and annunciators.

(j) **Hydraulic Components:** The cylinder and piston packing, valves, pumping units, drive belts, tank heaters, low oil alarm units, strainers, mufflers and exposed piping in the machine room or hoistway.

(k) **Escalator Components:** The handrail, handrail drive, handrail brush guards, guide rollers and alignment devices, steps, step treads, comb plates, gears, bearings and bushings, pulleys, coils, linings, chains, wheels, belts and tracks.

2. Replacement parts may be new, refurbished, original equipment or equivalent, as selected by MEUS. MEUS shall also periodically clean the following areas and equipment, but not more frequently than listed:

- (a) Hoistways - Annually;
- (b) Pits, Machine Rooms and Car Tops - Quarterly.

3. Notwithstanding the foregoing, the items listed below show significant wear. Accordingly, Customer shall be separately charged for the replacement cost of each such item, in addition to the maintenance fee specified below.

B. Excluded From Coverage.

The following equipment and services are hereby expressly excluded from coverage under this Agreement and are not the responsibility of MEUS, with the understanding that this list is not intended to be exhaustive:

1. Car enclosure, including all finish materials, ceilings, handrails, decorative panels, car fans, telephones or other in-car emergency communications devices, air conditioning, flooring, subflooring, returns, gates, doors, and sills;
2. Car light fixtures and decorative lighting, including lamps, ballast, and transformers;
3. Entrance enclosures, including all finish materials, hoistway doors, jambs and sills;
4. Cover plates and attachments for signal and operating fixtures and key switches;
5. Car light fixtures and decorative lighting;
6. Power or main line switches, shunt-trip breakers, fuses, feeders and controllers;
7. Cylinders, plungers and casings;
8. All piping and connections unless exposed in the machine room or hoistway;
9. Security, access or monitoring equipment, fire and/or life safety systems, telephone equipment and conduit;
10. Seismic devices, smoke sensors, fire sprinklers, emergency power systems, and emergency lighting fixtures;
11. Obsolete parts no longer available through normal supply sources;
12. Special cleaning of hoistways and related equipment to remove excessive debris as a result of work by other contractors or sub-contractors.

13. Escalator finish materials, lighting, wedge guards, moldings, panels, decking, floor-plates, and balustrades.

C. Hours and Manner of Work.

MEUS shall perform all work under this Agreement, including callback service, during regular working hours of MEUS's regular working days. MEUS shall perform emergency minor adjustment callback service as indicated below:

(X) On overtime callbacks; Customer shall be charged for the hours worked, at MEUS's then-current overtime billing rates.

D. Customer's Responsibilities.

Customer shall:

1. Retain exclusive ownership, possession and control of the Equipment, including the day-to-day use, operation and management of the Equipment.
2. Be responsible for instructing and warning passengers in the proper use of the Equipment and for taking the Equipment out of service when it becomes unsafe, operates in a manner that might cause injury to a user or fails to function normally.
3. Promptly report to MEUS any and all accidents, incidents and/or conditions that arise while maintaining necessary and proper control of the Equipment.
4. Keep the elevator pits and machine room free and clear of water and trash and not permit them to be used for storage.
5. Not permit any third party to adjust, repair, service or replace any of the Equipment.
6. Sustain the nominal rated voltage and/ or frequency of the electrical service to the Equipment.
7. Provide MEUS full and free access to the Equipment for the purpose of providing maintenance and/or conducting evaluations in accordance with this Agreement.
8. Provide MEUS with all necessary utility connections in order to service the Equipment.
9. Provide MEUS with a complete set of as-built wiring diagrams if necessary to the performance of the work. If required by MEUS, Owner shall provide diagnostic devices and related documentation required to troubleshoot, service and adjust the Equipment.

E. Additional Work.

1. For a separate and additional fee then quoted by MEUS for each such test, upon the request & authorization of Customer, MEUS shall conduct tests for the governors, safeties and buffers and/or the hydraulic system as required by applicable code authorities. It is agreed and understood that MEUS shall not be held liable for any damage to the equipment or to the building or other attributed damages resulting from these tests. Testing of all related Life Safety Systems shall be an additional and separate cost.

2. MEUS shall not be required to install, modify, remove or maintain equipment which may be recommended by insurance companies, federal, state, municipal or other governmental authorities, or as may be required by any federal, state or local law, unless additionally compensated by Customer for such work or installation in an amount agreed upon by the parties.

3. MEUS shall not be responsible for adjustment, repairs or replacement of the Equipment necessitated by any cause other than normal wear and tear, including, but not limited to, accidents, vandalism, misuse, abuse or neglect of the Equipment, acts of God, or any other causes beyond MEUS's direct and reasonable control. Customer shall authorize MEUS in writing to make all such adjustments, repairs or replacements of the Equipment which become necessary due to such causes and shall separately compensate MEUS for such work; provided that if Customer fails to provide such written authorization or the parties are unable to agree to MEUS compensation for such work, MEUS may terminate this Agreement upon thirty (30) days notice to Customer.

F. Maintenance Personnel.

MEUS shall employ and supervise skilled and experienced elevator service and repair personnel to perform all work.

III. TERM AND TERMINATION

January 1, 2006

A. The services to be furnished pursuant to this Agreement shall commence on ~~May 1, 2005~~ and shall continue until **April 30, 2010** (the "Initial Term") unless sooner terminated in accordance herewith. Either party may terminate this Agreement without cause at the end of the Initial Term or at the end of any subsequent Term by giving the other party at least sixty (60) days prior notice. Absent such notice, this Agreement shall be automatically extended for successive additional Terms, each equal in length to the Initial Term

B. Either party may terminate this Agreement in the event of a material default by the other party in the performance of any obligations under this Agreement, if the other party fails to cure such default within thirty (10) days after receiving notice from the non-defaulting party of such default.

C. Either party may terminate this Agreement immediately upon notice to the other party in the event the other party admits in writing its inability to pay its debts as they mature, ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed for its assets or any substantial part thereof or files or has filed against it a petition in bankruptcy or for reorganization under the U.S. Bankruptcy Code.

D. Termination of this Agreement by either party shall not waive or limit any other rights or remedies the terminating party shall have at law or in equity with respect to this Agreement.

IV. PRICE & ANNUAL ADJUSTMENT

A. The initial monthly charge for MEUS maintenance services under this Agreement shall be the sum of **Nine Hundred and no/100 Dollars (\$900.00)**, payable in advance by Customer on or before the first day of each month during the term of this Agreement. MEUS shall invoice Customer monthly in advance. Customer shall be responsible for late charges of 1.0% per month and all costs of collection, including attorneys' fees, for invoices that are not paid within thirty (30) days after the invoice date.

B. MEUS's monthly charge for maintenance services shall be subject to annual review and adjustment by MEUS as of the anniversary date of this Agreement. The monthly charge shall be increased or decreased based on the then-current straight-time hourly cost, including fringe benefits, for elevator construction mechanics in the area of the Location.

C. The Wholesale Metals and Metal Products Index used in establishing the initial price of this contract is 160.5 for the month of February, 2005.

D. The current hourly labor cost used in establishing the initial price of this contract is **Sixty Three & 11/100 Dollars (\$63.11)**.

The first such price adjustment shall be effective as of **May 1, 2006**.

V. LIABILITY

A. Insurance.

MEUS shall provide worker's compensation insurance for its own employees; property and casualty insurance for its own property, materials and equipment; vehicle liability for its vehicles and drivers; and commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit. Upon request by Customer, MEUS shall provide to Customer a certificate of such insurance.

B. Indemnification.

To the fullest extent permitted by law, each party (an "Indemnitor") shall defend, indemnify and hold harmless the other party, its affiliates and Customers and their respective directors, partners, shareholders, officers, agents and employees (collectively, the "Indemnitees"), from and against all claims, demands, lawsuits, loss, damage, liability and expense including court costs and reasonable attorneys' fees) resulting from injury to or death of persons, including employees of the Indemnitor or any Indemnatee, and from loss to or damage of property, for which any Indemnatee becomes liable, that is caused by or arises out of fault or negligent acts or omissions, whether active or passive, of the Indemnitor or anyone employed by the Indemnitor in connection with activities or the Work under the Agreement (the "Claims"), except such Claims as maybe caused by the willful misconduct or negligence of any Indemnatee. In any and all Claims against an Indemnatee by an employee of an Indemnitor or of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnitor under any applicable worker's compensation law, disability law, or other employee benefit law. It is the intent of the parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed and each party shall bear the proportionate liability for such Claim attributable to that party's negligence. An Indemnitor shall have the right to defend an Indemnatee by counsel (including insurance counsel) of Indemnitor's selection

reasonably satisfactory to the Indemnitee with respect to any Claims within the indemnification obligation hereof. The parties shall give each other prompt written notice of any asserted Claims indemnified against hereunder and shall cooperate with each other in the defense of any such Claims. No Indemnitee shall settle any such Claims without the prior written consent of the Indemnitor, not unreasonably withheld or delayed. Provided that the Indemnitor diligently and promptly defends such Claims, the Indemnitor shall not be liable for any legal fees, costs or expenses incurred by an Indemnitee. The obligations of the respective parties under this indemnity provision shall survive the completion of MEUS's Work pursuant to the Agreement with respect to any Claims arising from events that occur prior to such completion.

C. Limitation of Liability

MEUS does not assume possession or control of any part of the Equipment. Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable to the other, and each party hereby waives claims against the other party, for any special, consequential, liquidated or incidental damages caused by or resulting from the maintenance services performed in connection with this Agreement.

VI. FORCE MAJEURE

MEUS shall not be liable for any costs, expenses, losses, damages or injuries resulting from any delay in or failure of MEUS's performance of any of its obligations, terms, covenants or conditions under the Agreement due to any cause beyond its control, including, but not limited to, delays caused by Customer, acts of God, acts of governmental authority, natural disasters, war, terrorism, restrictions on imports or exports, labor strikes or any other labor action, delays in transportation, shortage of materials, civil disorder, fires, earthquake, floods or any other event which delays, interrupts or interferes with MEUS's Work under the Agreement (collectively, "Force Majeure"). In the event of delay in performance due to a Force Majeure Event, MEUS shall (a) give notice of the occurrence of the Force Majeure Event to Customer promptly upon its occurrence, (b) use its reasonable efforts to overcome and mitigate the cause of the Force Majeure Event, (c) continue performance of all of its obligations under this Agreement that are not affected by the Force Majeure Event and (d) upon cessation of the Force Majeure event, promptly perform or complete its performance of the obligations which were prevented or delayed.

VII. GENERAL PROVISIONS

A. No Assignment.

Neither party may assign this Agreement or any of its rights, interests or obligations under this Agreement without the other party's prior written consent which shall not be unreasonably withheld.

B. No Waiver.

No waiver of, or the failure of either party to require, strict compliance with any provision of this Agreement in any respect shall be deemed to be a waiver of such party's right to insist upon strict compliance with such provision or with all other provisions of this Agreement. No waiver by either party of any breach or default of this Agreement shall constitute a waiver of any other or subsequent breach or default. No waiver shall be binding unless executed in writing by the party against whom the waiver is sought to be enforced.

C. Governing Law and Arbitration.

This Agreement, and the rights and obligations of the parties under this Agreement, shall be governed by and interpreted according to the laws of the jurisdiction of the Location, except as to arbitrability which shall be determined under the Federal Arbitration Act. All disputes or controversies arising out of or in any manner relating to this Agreement which the parties do not resolve in good faith negotiations within ten days after either party notifies the other of its desire to arbitrate such disputes or controversies shall be settled by arbitration by a single arbitrator in accordance with the then standard prevailing construction rules, as modified or supplemented by this article, of the American Arbitration Association ("AAA"). The arbitration shall be held in the jurisdiction where the project is located. The arbitration award shall be in writing and shall specify the factual and legal bases of such award. The arbitration award shall be final and binding, and a judgment consistent therewith may be entered by any court of competent jurisdiction. The parties agree that the arbitration award shall be treated confidentially, and the parties shall not, except as otherwise required by law or court order, disclose the arbitration award to any third party, excluding personnel in their affiliated companies and their attorneys and accountants with a need to know, provided that such recipients agree to be bound by the same restrictions as are contained in this Agreement. The arbitrator shall not have the power to render an award of punitive damages, but the arbitrator shall have the authority to award interest and attorneys' fees and costs (including costs of enforcing and collecting any award and/or judgment) to the prevailing party. Each party shall advance its own costs and expenses of arbitration. To the extent of any conflict, this article shall supersede and control AAA rules. . Nothing in this provision shall prohibit MEUS from instituting or prosecuting to judgment any lawsuit in any court of competent jurisdiction to collect any monies due to MEUS from Customer.

D. Attorneys' Fees and Costs.

In any arbitration, collection action or other legal proceeding arising from or in connection with the Agreement or to enforce any of its terms or provisions, the prevailing party shall be awarded, in addition to other legal or equitable relief, its reasonable attorneys' fees and reasonable costs and expenses.

E. Notices.

Any notice, consent, approval, authorization or other information required or permitted to be given by either party under the Subcontract shall be in writing and shall be given or made by hand delivery, by facsimile, by commercial delivery service with documentation of receipt to the intended recipient thereof or by registered or certified mail, return receipt requested, with all postage prepaid, to the other party at the address specified in the Subcontract or to such other address as specified by notice given in accordance with this section. Notices shall be deemed received on the date of receipt or the date on which receipt is refused. In the event notice is given by facsimile, a copy of such facsimile shall be sent to the recipient thereof in accordance with the provisions of this article (other than by facsimile) within two days after such fax was transmitted.

If to MEUS:

Mitsubishi Electric & Electronics USA, Inc.
Elevator & Escalator Division
5665 Plaza Drive
Cypress, California 90630

If to Customer:

Orange County Fire Authority

1 Fire Authority Road
Irvine, California 92602

Attn: General Manager

Attn: Richard Morris

F. Exhibits.

Attached EXHIBITS NONE are incorporated by this reference into this Agreement. In the event of any conflict between this Agreement and the EXHIBITS, the terms of the Agreement shall prevail.

G. Entire Agreement.

This Agreement and the exhibits to this Agreement constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. It supercedes all prior and contemporaneous agreements and understandings, oral or written, between the parties with respect to such subject matter including any prior course of dealing or usage of trade. No modification, revision, amendment or other change to this Agreement shall be binding on either party unless agreed to in writing and signed by a duly authorized representative of each party.

H. Authorization.

Each party represents that the person signing this Agreement on its behalf is duly authorized to bind such party to this Agreement according to its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives on the day and year first above written.

"MEUS"

Elevator/Escalator Division

Mitsubishi Electric & Electronics USA, Inc.

"Customer"

Orange County Fire Authority

Contractor #: 791291

By: _____

By: _____

Name: John Reynolds

Name: _____

Title: National Service Manager

Title: _____

THIS DOCUMENT SHALL REMAIN AS A PROPOSAL FOR NOT MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUBMISSION BELOW. IN ANY EVENT, IT SHALL NOT BECOME A VALID AGREEMENT UNTIL IT HAS BEEN EXECUTED IN THE SPACES PROVIDED ABOVE BY A DULY AUTHORIZED REPRESENTATIVE OF EACH PARTY.

Submitted By: _____
Bryan Anderson, Marketing Executive

Date: April 20, 2005

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER ONE
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this ____ day of March 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Mitsubishi Electric US, Inc. Elevator and Escalator Division, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA and Contractor entered into that certain Professional Services Agreement on the 1st day of May, 2014, for the maintenance, repair, and certification of five (5) elevators ("Agreement"), which is incorporated herein by this reference;

WHEREAS, the Parties desire to enter into this First Amendment for purposes of extending the term of the Agreement for a five-year period in order to provide for continued professional services through April 30, 2024;

WHEREAS, Contractor has submitted to OCFA a rate proposal for Contract #11271MH for the period of May 1, 2019 through April 30, 2024, a copy of which is attached hereto as Attachment "1" and is incorporated herein by this reference; and

WHEREAS, OCFA desires to extend the term of the Agreement for an additional term of five years, and Contractor agrees to such an extension, subject to the terms and provisions of this Amendment.

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

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

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Attachment "1" to Exhibit "A", in an amount not to exceed \$72,912.60 (Seventy-Two Thousand, Nine-Hundred Twelve Dollars and Sixty Cents). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

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

4.4 Term.

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services for the period commencing May 1, 2019 to April 30, 2024, unless extended by mutual written agreement of the parties.

3) Attachment "1" appended to this First Amendment is hereby added to and made a part of Exhibit "A" of the Agreement.

4) Except as modified above, all terms and conditions of the Agreement, as amended by the First Amendment, shall remain unchanged and in full force and effect.

4) The persons executing this First Amendment on behalf of the Parties hereto warrant that they are duly authorized to execute this First Amendment on behalf of said Parties and that by so executing this First Amendment the Parties hereto are formally bound to the provisions of this First Amendment.

[SIGNATURES ON FOLLOWING PAGE]

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

"OCFA"


ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

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

APPROVED AS TO FORM.

By: 
DAVID E. KENDIG
GENERAL COUNSEL

ATTEST:


Sherry A.F. Wentz
Clerk of the Board

Date: 3/19/19

"CONTRACTOR"

**MITSUBISHI ELECTRIC, US, INC.
ELEVATOR & ESCALATOR DIVISION**

Date: _____

By: 
Erik Zommers
Sr Vice President / General Manager

Date: _____

By: 
Jarrad Jones
Southern California Branch Manager

ATTACHMENT "1"

March 1, 2019

Mr. Kevin Yang
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92623

Re: Orange County Fire Authority
11271MH

Subject: Mitsubishi Elevator Maintenance

Dear Mr. Yang:

Please see below proposal for the next 5-year term (5/1/19 thru 4/30/2024).

5 Year Contract (under existing terms & conditions)

1st thru 3rd - \$1,193.51 per month locked.

4th - \$1,229.32 per month locked. (3% escalation from 3rd year)

5th - \$1,266.20 per month locked. (3% escalation from 4th year)

*** For this next 5-year term, we are essentially holding the current \$1,193.51/mo pricing for 4 years, from 5th year of the existing contract thru Year 3 of the next term.

Please see attached Sole Source letter.

Kindly advise if you should need anything else. Thank you very much for this opportunity, as well as being a customer of ours for many years.

Sincerely,
Mitsubishi Electric US, Inc.
Elevator/Escalator Division



Lance Kuramoto
Zone Manager, Service

March 1, 2019

Mr. Kevin Yang
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92623

Re: Orange County Fire Authority
11271MH

Subject: Mitsubishi Elevator Maintenance

Dear Mr. Yang:

We would like to request that Mitsubishi be specified as the "sole source" vendor for maintenance on the elevators at the above facility.

For starters, we believe that in most cases* a building is best served by having the original manufacturer provide the maintenance on the elevators for the following reasons:

1. Knowledge of Equipment:

The manufacturer is most familiar with the operation of the equipment along with parts and component interaction.

2. Proper Parts Inventory:

Especially for newer, more technologically advanced equipment, it is only the manufacturer that has proprietary replacement parts inventory. The elevators installed at Orange County Fire Authority utilize the Mitsubishi LV1 door operator. The boards and parts contained within this system can only be obtained through Mitsubishi Electric. We only maintain enough inventory of such parts to service the elevators that we maintain. In the event that another service company requires one of these parts, an order is placed to our factory in Japan at which time it will be manufactured and shipped to the United States. This process can take four months.

3. Experiences and Training:

The manufacturer's service technicians are most familiar with both normal and emergency operations of the product. Further, some of the major manufacturers offer extensive in-house training for their maintenance technicians, specifically on the equipment that they are servicing. This combination offers the greatest potential for proper maintenance and minimum downtime for repairs, as well as minimum liability exposure.

4. Methods and Procedures:

In-house engineering staff and maintenance personnel develop methods and procedures for maintenance.

5. Preventative Maintenance:

True preventative maintenance can be offered as opposed to "Run-to-Failure" maintenance, which may result from lack of knowledge of the product.

6. Original Replacement Parts:

Replacement parts manufactured by the manufacturer are guaranteed to be compatible with the system.

7. Clear Line of Responsibility:

If manufacturer's maintenance is utilized, the responsibility of ensuring proper operation rests clearly with the manufacturer.

8. Advanced Technology:

Within the last five to ten years, significant technological advancements have been made in elevators. The most significant advances have been in microprocessor group supervisory control logic, for which only the manufacturer has the tools, training and programming know-how to properly adjust and maintain the product.

Competitive maintenance pricing: With the advanced nature of high-rise elevator products today, one may be best served to request competitive long-term maintenance bids along with the new equipment bids, rather than putting maintenance out for public bidding after installation. This serves two purposes: 1. Ensures manufacturers' maintenance for the first term (5, 10 or 15 years, etc.) and 2. Ensures that the manufacturer submits fair maintenance pricing. Mitsubishi had included maintenance pricing with our equipment bid.

*With older, lower-technology equipment, where technology and common replacement parts are readily available, or smaller hydraulic elevator installations, or cases where the manufacturer is not performing responsibly, it may be suitable to put the maintenance out for public bid.

In addition to the general reasons for manufacturers' maintenance, there are additional special features inherent in the Mitsubishi system that set it apart. The net result is a more reliable, energy-efficient, and smooth riding elevator and escalator. However, the skills and tools required for proper maintenance are just that much more rigorous.

9. AC VVVF Door Drive System:

Same smooth drive system applied to door operation. It is the only door system of its kind in the industry.

10. Data Network System:

A network of microprocessors is distributed throughout the system including the machine rooms, car tops, hall stations, and car operating panels.



Mitsubishi Electric US, Inc.
Elevator & Escalator Division (CA State License #791291)
5900-A Katella Avenue
Cypress, CA 90630-5019
PHONE: 714.220.4700 FAX: 714.220.4730

11. Safety Features:

There are many safety features inherent in the Mitsubishi system unique to the product.

12. Training:

Mitsubishi personnel are provided with extensive training on proper maintenance of the product. In addition to thorough instruction and training in the States, our senior adjusters/troubleshooters are sent to Mitsubishi's "Service University" in Japan six weeks at a time, for intensive courses on all maintenance procedures.

There is many more control features and system functions that make the Mitsubishi product unique. Please let me know if you would like an even more detailed listing.

Sincerely,
Mitsubishi Electric US, Inc.
Elevator/Escalator Division

Lance Kuramoto
Zone Manager, Service



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3M
Consent Calendar

Blanket Order Contract Increases and Extensions for Property Management

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Patrick Bauer, Property Manager

patrickbauer@ocfa.org

714.573.6471

Summary

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

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

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

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is available in the existing FY 2018/19 Logistics Department, Property Management budget.

Background

Staff is currently developing specifications for heating, ventilation, and air conditioning, appliance, and fire alarm/sprinkler systems maintenance. The requested increases and extensions are necessary to continue routine and emergency facility maintenance services until the solicitation processes are completed.

Contractor	BO#	Current	Increase	New Total	Extend To
Harbor Pointe A/C & Control Systems, Inc.	B01504-4	\$75,000	\$25,000	\$100,000	7/31/19
Harbor Pointe A/C & Control Systems, Inc.	B01660-2	\$165,000	\$55,000	\$220,000	7/31/19
Riddle Appliance	B01507-4	\$25,000	\$9,000	\$34,000	7/31/19
HCI Systems Inc.	B01911	\$10,000	\$10,000	\$20,000	7/31/19

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

Blanket Order (BO) contracts are competitively bid with initial BO contract amounts based on historical data, as well as time and material costs. Having multiple contracts provides options for staff to share the workload according to availability and quality of service provided. It is difficult to predict the amount of services that will be required annually since most of the service calls remedy emergency repairs and unforeseen problems.

Multiple factors have influenced the need to extend and increase the current BO contracts. In Property Management, there are always unanticipated projects, emergency repair requests, and unexpected events. The Blanket Order increases and extensions recommended herein are for current contracts supporting routine preventative maintenance, routine repairs, and emergency repairs.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
March 28, 2019

Agenda Item No. 3N
Consent Calendar

**Contract Award for Accounts Payable Workflow
Integrated Document Imaging Solution**

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Peter Moote, Management Analyst
Business Services Department

petermoote@ocfa.org

714.573.6335

Summary

This agenda item is submitted for approval to award a contract to ECS Imaging, Inc. (ECS) to provide an Accounts Payable Workflow/Integrated Document Imaging Solution for software, implementation, training, and support services.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular March 13, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with ECS Imaging, Inc. for software licensing, implementation, training, and support services in an amount not to exceed \$114,545.
2. Authorize the Purchasing Manager to execute two optional one-year renewals for software licensing and services in an amount not to exceed \$25,000 annually (\$164,545 during the initial three-year contract period through 2022).

Impact to Cities/County

Not Applicable.

Fiscal Impact

The requested budget adjustment of \$114,545 is included in the Mid-Year Budget Adjustment item on the agenda for the Board of Directors. Future annual licensing and support costs of approximately \$25,000 will begin in year two of the contract; costs will be included in future proposed budgets.

Background

Finance staff process an average of 600 to 700 invoices weekly, each requiring hard copy distribution for departmental review and approval, followed by manual invoice data entry by accounts payable staff, and finally, manual filing. In addition, time consuming manual retrieval of file copies is often required for research and records requests. The application of technical solutions for automated invoice data capture, electronic routing, and electronic records storage

provide the opportunity to improve the current process by greatly reducing the time and effort required between receipt of invoice and check printing/electronic payment.

In addition, the request for proposals sought a solution capable of supporting all modules of the OCFA's implementation of the Ellucian Banner enterprise software suite. While the initial focus of the project will be accounts payable process improvement, additional capabilities of the desired solution include direct electronic document retrieval of scanned records, application of OCFA's records retention policy, and security-controlled access for all modules, including purchasing, general accounting, payroll and human resources.

Request for Proposal (RFP) Process

On May 25, 2018, RFP RO2295 was issued to solicit competitive proposals for an Accounts Payable Workflow/Integrated Document Imaging Solution. A non-mandatory pre-proposal meeting was held on June 12, 2018, with one firm attending the meeting. Final proposals were due on July 10, 2018, and two proposals were received. The proposals were evaluated based on the criteria and point structure as defined in the RFP: method of approach (15), qualifications & experience (35), technical requirements (25), and proposed costs (25). Following the written proposal evaluation, the evaluation committee conducted interviews with the representatives from both ECS and NyQuest Consulting LLC. Upon completion of the proposal evaluation and interviews, ECS was the number one ranked firm in the RFP process. ECS provided software demonstrations at both OCFA and at a "live" client site. Because of the best and final offer, ECS provided a reduction of \$5,225 in the first year of the contract.

The proposal from ECS Imaging, Inc. offers software applications with long standing and proven results from other public agencies. This firm has a strong customer base and is experienced with providing and supporting secure, reliable, electronic document management utilizing a workflow solution. Additional information on the evaluation scoring is provided in Attachment 1.

Recommendation

Staff is recommending the award of the contract to ECS, the number one ranked firm in the RFP process and authorization to execute two additional one-year software licensing and support services in the amount of \$25,000 annually (total contract amount for initial three years is \$164,565).

Attachment(s)

1. Evaluation Scoring
2. Proposed Professional Services Agreement
Exhibit A – ECS Imaging, Inc. Response to RFP (on file in the office of the Clerk)

**RO2295 – Accounts Payable Workflow/ ERP Integrated Document Imaging
Summary of Evaluation Scores and Pricing**

Evaluation

An evaluation team consisting of three staff members from Finance, one from Information Technology, and one from Human Resources evaluated the proposals received. The proposals were evaluated based on the criteria and point structure as defined in the RFP: method of approach (15), qualifications and experience (35), technical requirements (25) and proposed costs (25). Upon completion of the proposal evaluation, interviews, and additional product demonstrations, it was determined that ECS Imaging, Inc. possessed a more comprehensive solution and thus emerged as the top ranked firm. Final evaluation scores are shown in Table 1 below:

Table 1:

EVALUATION SCORE SUMMARY										
	ECS Imaging, Inc.					NyQuest Consulting LLC				
Cost Proposal Year 1	\$109,305					\$170,500				
Evaluators	1	2	3	4	5	1	2	3	4	5
A. Method of Approach (15)	7.5	15	12	12.75	13.5	7.5	12	9	11.25	10.5
B. Qualifications & Experience (35)	24.5	29.75	17.5	17.5	28	24.5	29.75	24.5	19.25	26.25
C. Technical Capabilities (25)	17.5	22.5	20	12.5	21.25	17.5	25	20	15	20
D. Proposed Costs (25)	25.0	25.0	25.0	25.0	25.0	16.0	16.0	16.0	16.0	16.0
Sum of Written Proposal Scores	74.5	92.3	74.5	67.8	87.8	65.5	82.8	69.5	61.5	72.8
E. Demonstrations (35)	28	29.75	24.5	29.75	31.5	17.5	28	19.25	21	22.75
F. Interview/Questions (15)	12	12.75	12	12.75	12	9	12.75	11.25	13.5	10.5
Total of both written & presentation	114.50	134.75	111.00	110.25	131.25	92.00	123.50	100.00	96.00	106.00
Ranking with Presentation	1	1	1	1	1	2	2	2	2	2
Sum of Ranking w/Interview	5					10				
Overall Ranking	1					2				

Pricing, Negotiations, & Results

Based on the final rankings, staff continued negotiations with *ECS Imaging, Inc.*, the top ranked (lowest priced) firm. A Best and Final Offer (BAFO) request was sent to *ECS Imaging, Inc.* on January 24, 2019 and the response was received prior to the January 31, 2019 (due date).

As a result of the request for a BAFO, *ECS Imaging Inc.* offered a reduction of \$5,000 from the original proposed price for services and an additional discount of \$225 for 20 extra hours of services for template creation. The cost breakdown and appropriation requested is provided in Table 2.

Table 2

Description of Product/Service	Cost
Software Licensing	\$47,265.00
Professional Services	\$55,150.00
Support Year 1	\$6,890.00
Total Base Cost - Year 1	\$109,305.00
Optional Professional Services	\$4,500
Total Initial Cost – Year 1	\$113,805.00
BAFO Discount	(\$5,225.00)
Total Initial/Year 1	\$108,580.00
Contingency funds requested for additional services as needed (10% of Services)	\$5,965.00
Total Appropriation Requested	\$114,545.00
Annual Licensing Costs (Years 2 and 3)	\$20,160
Additional funds requested for professional services as needed	\$4,840
Total Annual Amount Requested (Years 2 and 3)	\$25,000

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this ____ day of March, 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and ECS Imaging, Inc., a California Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS¹

WHEREAS, OCFA requires the services of a qualified firm to provide Accounts Payable Workflow/ ERP Integrated Document Imaging software and services as requested in RFP RO2295, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated July 10, 2018, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference ("Proposal"); and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm's Proposal attached hereto as Exhibit "A." The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP RO2295, dated May 25, 2018 ("RFP"), (2) Firm's Proposal, as modified by Firm's Best and Final Offer dated January 25, 2019, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this

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

1.2 Compliance with Law

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

1.3 Licenses and Permits

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

1.4 Familiarity with Work

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

1.5 Care of Work

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

1.6 Additional Services

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

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the Firm's Best and Final Offer dated January 25, 2019 set forth in Exhibit "A," in an amount not to exceed One Hundred Eight Thousand, Five Hundred Eighty Dollars (\$108,580) for the Initial Term and Twenty Thousand, One Hundred Sixty Dollars (\$20,160) annually for each following year for 2nd and 3rd year maintenance as outlined in the proposal attached as "Exhibit A."

3.2 Method of Payment

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

3.3 Changes

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

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

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

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

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

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 Term

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 for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to two additional one-year renewal terms. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the Consumer Price Index-Urban (CPI-U) for the immediately preceding 12-month period, whichever is lower.

5. COORDINATION OF WORK

5.1 Representative of Firm

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

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

5.2 Contract Officer

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

5.3 Prohibition Against Subcontracting or Assignment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

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

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

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

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the

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

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

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

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

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

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

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

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

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

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

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

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

6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the 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 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 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. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

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

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

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

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

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

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

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

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

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

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

6.12 Indemnification.

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

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

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

7. RECORDS AND REPORTS

7.1 Reports

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

7.2 Records

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to

evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents

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

7.4 Release of Documents

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

7.5 Confidential Materials

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

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

8.2 Waiver

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

8.3 Rights and Remedies are Cumulative

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

8.4 Legal Action

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

8.5 Termination Prior to Expiration of Term

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

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

8.6 Termination for Default of Firm

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

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

Orange County Fire Authority
Attention: 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:

ECS Imaging, Inc.
Attention: Debbi Bodewin
5905 Brockton Ave., Suite C
Riverside, CA 92506

10.2 Integrated Agreement

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

10.3 Amendment

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

10.4 Severability

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

10.5 Corporate Authority

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

[Signatures on Following Page]

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

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

APPROVED AS TO FORM

By:  _____

DAVID E. KENDIG
GENERAL COUNSEL

Date: 2/26/19

ATTEST:

Sherry A.F. Wentz
Clerk of the Board

"FIRM"

ECS IMAGING, INC.

Date: 2-1-19

By:  _____

Debbi Bodewin
Executive Vice President

Date: _____

By:  _____

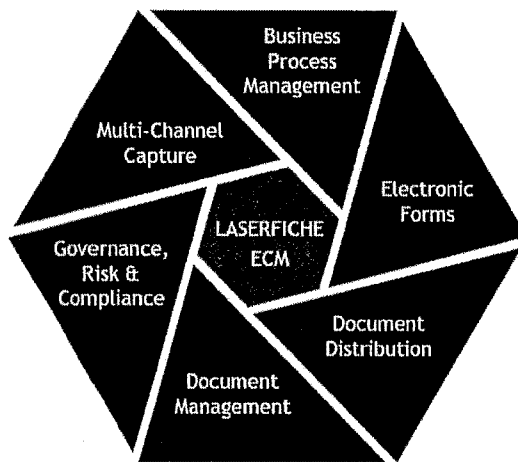
James Pappas
Chief Executive Officer

EXHIBIT "A"

REQUEST FOR PROPOSAL

Accounts Payable Workflow/ ERP Integrated Document Imaging Solution

RFP Number: RO2295



Submitted to:

ORANGE COUNTY FIRE AUTHORITY

July 10, 2018

ECS Imaging, Inc.
Your World Class Laserfiche Provider

Proposal Contact
Andrew Albers
Account Manager
(951) 202-2184
andrew@ecsimaging.com

**Delivering Paperless
Solutions Since 1990**

Laserfiche Support

Document Scanning

Records Management

Project Management

Data Migration

Integration

**Largest Provider of
Laserfiche in Western
United States**

ORIGINAL

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Riverside, CA 92506

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10781 E. Salsabila

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Phone: (520) 599-8124

Colorado

403 16th Street, Suite 301

Denver, CO 80202

Phone: (720) 598-9176

www.ecsimaging.com
sales@ecsimaging.com

Laserfiche®

Authorized Reseller

Orange County Fire Authority
1 Fire Authority Road, Bldg. C
Irvine, CA 92602
ATTN: Rothchild Ong

Dear Rothchild,

ECS Imaging is the largest provider of Laserfiche Document Management solutions in the western United States. With over 25 years of experience, more than 400 public and private sector customers, and the largest technology staff, ECS is the best qualified partner to implement and support your Laserfiche system. We are committed to providing Orange County Fire Authority unparalleled service and support of your Laserfiche system now and well into the future.

Laserfiche provides a user-friendly and robust feature set including workflow and business process management, integrated electronic forms, automated data capture tools, granular security, and integration capabilities. The system is highly customizable and scalable to support thousands of users and an abundance of information. Laserfiche is easy to install, easy to learn, and easy to use.

The system will be implemented by a team of professionals who have been providing and supporting Laserfiche systems to fire authorities for over 20 years. ECS maintains the largest and most experienced engineering, project management, and support staff to serve you. All 14 ECS technicians are Laserfiche certified and have completed over 200 Laserfiche Certifications collectively, along with many network and database certifications. We have experienced business analysts to assist with designing, consulting and implementing automated processes. With over 100 years of collective implementation experience, our subject matter experts can provide you with an invaluable resource that is hard to match in the document management industry.

Unique with ECS Imaging Support, we offer free Quarterly User Groups, free Annual Conferences, and a monthly E-newsletter to all our clients. In providing this, we offer a unique advantage that gives our clients additional training opportunities, a forum for sharing ideas and knowledge within the Laserfiche Community, and updates on the latest features and functionality of Laserfiche at no additional cost.

We believe in going the extra mile and doing the right thing for our customers. This is validated by the volume of satisfied ECS customers and our high customer retention rate year over year (99.7%). ECS will be your document management partner not only during project implementation but well into the future as we continue to provide exceptional technical support for your Laserfiche system.

Thank you.

Sincerely,



Debbi Bodewin, Executive Vice President
(951) 787-8768 x 109
debbi@ecsimaging.com
ECS Imaging, Inc.

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Executive Summary

The Orange County Fire Authority (OCFA) has requested proposals for the purchase of an Accounts Payable Workflow/ERP Integrated Document Imaging Solution. The OCFA seeks a workflow enhancement solution for the Authority's existing finance/accounting system accounts payable module. We are proposing our turn-key solution with the award winning **Laserfiche Document Management System** and **Psigen PSICapture** to address these concerns.

The Laserfiche Avante system combined with Psigen's PSICapture we are proposing will provide the OCFA with all of the functionality outlined in the RFP while delivering a solid foundation for future growth. In this proposal you will find a comprehensive out of the box solution that is specifically designed to alleviate the workflow challenges the OCFA faces today and into the future. The Laserfiche suite of applications offers the very latest technology for document imaging, workflow, web-browser and mobile interfaces, records retention, integration, and security while providing high-performance, availability, and ease of use to its users and administrators.

PSICapture is a robust, feature rich software with hundreds of features utilized in over 35,000 installations over the last 20 years including at Microsoft. It provides an easy to use interface for configuration, usability, user security and tools needed for a comprehensive solution. PSICapture scanning software offers concurrent licenses and works with 53 Enterprise Content Management systems out of the box as the front end capture tool with direct release. We have provided the best methods to release the extracted and captured data for usage with OCFA's Banner APM system.

The following is included in the proposed Laserfiche Avante/Psigen PSICapture solution:

- Laserfiche Avante for MS SQL Server
- 20 Laserfiche Named Full User licenses
- Laserfiche Weblink Starter Portal (10 concurrent read-only user licenses)
- Laserfiche Web Access including Laserfiche Mobile and integration with Microsoft SharePoint
- Laserfiche Workflow
- Web Administration Console
- Laserfiche Snapshot
- Digital Signatures
- Laserfiche E-mail and integration with Microsoft Office
- Laserfiche Connector
- Laserfiche Import Agent
- PSICapture Enterprise – Table Extraction Level 3 Bundle
- PSICapture Enterprise – Table Extraction Level 0 Bundle
- PSICapture TEST License – Table Extraction Bundle plus ICR

The system will be installed for the Director of Administrative Services by a team of professionals who have been providing and supporting Laserfiche systems to government for more than 20 years. This experience and working with many Special Districts throughout California has given us the ability to understand and know exactly what needs to be accomplished for the project to be considered a success.

As the #1 provider of Laserfiche solutions in the Western United States, ECS maintains the largest and most experienced engineering, training, and project management staff. Over the years the ECS team of professionals has performed numerous data and document conversion services acquiring extensive experience migrating content from various environments and formats to Laserfiche. Furthermore, ECS Imaging has performed many application integration projects with various clients. ECS Imaging has been California's largest provider of Laserfiche enterprise content management solutions since 1995. ECS Imaging Inc.'s long history of successful installations and "Client-centric" approach to building comprehensive solutions is underscored by our extensive list of supported accounts.

Work Plan

Orange County Fire Authority (OCFA) is seeking a workflow solution with integrated document imaging capabilities for the existing finance/accounting system Accounts Payable Module (APM) that will allow OCFA the ability to capture information from scanned invoices to be used as a data source for uploading to the APM while applying metadata to each invoice image necessary for retrieving images through the APM user interface.

APM Data Population

With Laserfiche Import Agent, documents can be scanned to a specified network location/folder, Import Agent will monitor the folder(s) and pull documents into Laserfiche where the appropriate metadata can be extracted and stored along with the document for improved searching capabilities. Laserfiche Workflow can then push the appropriate data into the Banner APM populating the appropriate data fields in the Banner database.

Laserfiche provides many configurable options allowing any authorized user the ability to control the completion and approval status of imported APM records. Workflow provides routing capabilities that can be configured to provide the concise routing needed for approval of APM records.

As mentioned previously, Laserfiche can push data to a third party application or external database housed in an Oracle instance such that only the required database need be open.

Laserfiche document templates provide a means in which to store metadata along with the document for easy search and retrieval.

Database look-up and validation capabilities allows users to review, verify, and edit the captured invoice data prior to pushing the data to the APM table.

Multi-page invoices can be scanned or imported into the system where they will be assigned a single APM internal document code. This can prevent duplicate importing of invoice data.

Invoice Image Retrieval

Laserfiche Connector provides a streamlined experience for integrating Laserfiche with line of business applications such as Banner and Enterprise Resource Planning (ERP) systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded buttons. Laserfiche Connector lets you:

- Search the Laserfiche repository based on fields from third-party applications such as Banner and ERP systems. Both basic and advanced searching are supported. If only one result is found, the document will automatically open in the Laserfiche Client, Laserfiche Web Access or Laserfiche WebLink.
- Assign templates and field values to search results. The fields can be populated with data directly gathered from a third-party application.
- Launch Laserfiche Scanning and automatically populate metadata for the scanned documents with information from a third-party application.

- Import documents into the Laserfiche Client or Web Access and assign those paths, names, templates, and field values, all based on information in a third-party application.
- Get information from one application and insert (write) that information into another application.
- Connect two applications by allowing one of them to start the other (including the ability to pass parameters between them).
- Open a website directly from a third-party application.
- Choose whether any of the above actions are activated from a keyboard shortcut, a button embedded in the application's title bar, or both.

Laserfiche provides the ability to assign security rights to Windows users and/or groups through integration with Active Directory. To make security rights management most efficient, it is recommended that security profiles be created at the group level and all groups be tied to Windows groups through Active Directory. This strategy will automatically provide appropriate access to new users who are added to the domain and will remove access from users as soon as their network login is deactivated.

Laserfiche security can be divided into Feature Rights, Access Rights, Privileges and Tags. Feature rights make up the actions a user can take as part of their global security profiles, while Access Rights allow those actions to be fine-tuned based on the type of object to which rights are assigned. Access Rights control user access to folder structures, documents, document annotations, volumes and metadata. Permissions provide the ability to distribute administrative functions without providing system-administrator level access. For example, the network administrator can be given the ability to create user accounts and assign access rights, but not be able to open any documents in the system. Security tags are a way of dynamically assigning security to documents. Tags are user definable and represent the sensitivity level of the documents to which they are assigned. The access level of users is determined by the tags to which they have been granted access. For example, if a document has been assigned a "Subpoenaed Record" tag, a user without access to the "Subpoenaed Record" tag cannot view the document even if they have rights to the location where the document is stored.

Laserfiche security has undergone rigorous testing and has been proven in the field. Laserfiche is trusted to protect the records of the most security-conscious organizations in the world, including all five branches of the military, the US Treasury Department, the CIA and the FBI. We are confident that the comprehensive security options provided by Laserfiche will meet the specific needs of the Authority.

Superior Security Features

- Assign access directly to Windows groups, defining rights by user, group or both.
- Specify depth of access in the file tree—for example, to a general folder, but not to its subfolders.
- Secure repository content by folder or volume and restrict access to metadata or annotations.
- Define and restrict access to records with security tags.
- Audit all interactions with the document repository or specify events to be recorded per group or user.

- Require users to submit reasons for printing, e-mailing and exporting documents, as well as enforce the application of watermarks to authenticate printed documents, with comprehensive Audit Trail functionality.
- Randomly generate passwords for newly created accounts or lockout user accounts from login after a specified number of failed attempts or a period of inactivity.

Laserfiche Workflow can be configured to provide retention schedule management which can include automated email alerts to notify users or groups of users when documents are approaching their retention period or purge date.

Laserfiche Workflow can be configured to trigger a number of actions, including automatically emailing records managers that documents are ready to be purged, or automatically routing that document or a shortcut to a review queue for records managers. Laserfiche Workflow can also be configured to remove records upon satisfying all conditions however it is recommended that a records manager review all records to be purged and then triggering the purge, rather than purging automatically.

Document Imaging Solution and Compatibility with Additional Banner Modules

Laserfiche stores all information in one repository providing the organization with easy and centralized access to all content. Architecturally, Laserfiche stores all content, i.e. images, documents, videos, etc., to a specific storage location located on the server or on the network. The data is not stored directly in the database, limiting the size of the database and allowing the system to scale while maintaining robust performance. The metadata information is stored in the database, allowing content to be quickly queried and located.

Laserfiche can integrate with any application that is ODBC compliant. We have extensive experience in providing integration services with existing business applications. Additionally, the Laserfiche Connector provides a streamlined experience for integrating Laserfiche with line of business applications such as CRM and ERP systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded icons.

As an option, the SDK (Software Development Kit) allows your organization to more effectively put content to use by integrating Laserfiche with third party applications. Custom solutions can be created using any language with COM support, which means Web sites, scripts, Windows applications, or anything else compatible with COM libraries, including all .NET languages, can easily communicate with the Laserfiche Server. The SDK comes with detailed documentation that includes tutorials and sample source code in C# and Visual Basic .NET.

Licensing, training, and on-going support costs are included in the cost proposal.

Project Management

As a project based firm, ECS Imaging, Inc. understands that our reputation is based on the impression we leave with our clients at the end of each project engagement. We place a great deal of emphasis on our project plan and the implementation methodology behind that plan. We have found this emphasis to be beneficial in ensuring that all of your expectations are met and exceeded throughout the implementation process.

At ECS, we have extensive experience implementing turn-key Laserfiche records management, document management, and business process automation solutions for hundreds of clients. Our experience implementing systems in similar environments provides us with significant insights into the best practices for your project. We intend to provide professional customized recommendations and solutions to the organization from kick-off to go-live to ensure a successful project implementation.

Roles and Responsibilities

Role	Responsibilities
Client Executive Sponsor	<ul style="list-style-type: none"> Has final authority and responsibility for the project Reviews and approves changes to project requirements and project scope Allocates resources towards the completion of project tasks Approves final deliverables
Client Project Manager	<ul style="list-style-type: none"> Reports to and receives direction from Client Executive Sponsor Participates in and approves of project plan requirements, scope, and deliverables Manages, reviews, and prioritizes the client side project tasks with objective to stay on time and on budget Provide status and progress reviews to project team and Client Executive Sponsor Manages client side resources (project team members) Monitor and control project schedule, budget, and quality Reviews and approves deliverables Signs off project milestones
Client Department Managers	<ul style="list-style-type: none"> Identifies the department requirements to Client Project Manager Manages the completion of department specific project tasks Supervises department specific resources Reviews and approves department deliverables
Client Information Technology Manager	<ul style="list-style-type: none"> Validates feasibility of hardware requirements Acquires and manages configuration of server and client hardware Supervises IT specific resources Reviews and approves IT deliverables
Client Trainers	<ul style="list-style-type: none"> Responsible for client hosted training Serves as the client's subject matter expert Long-term power-users or super-users of system information and on-going training for new and existing staff
ECS Executive Sponsor	<ul style="list-style-type: none"> Has final authority and responsibility for the project Reviews and approves changes to project requirements and project scope Provides additional resources for scope changes Approves final deliverables

ECS Account Manager	<ul style="list-style-type: none"> ▪ Make recommendations for business process improvements ▪ Finalize contract negotiations and commitment of ECS Imaging, Inc. to project ▪ Monitor Project Manager accountabilities ▪ Monitor Technical Manager accountabilities ▪ Maintain active relationship with Client's Project Sponsor
ECS Project Manager	<ul style="list-style-type: none"> ▪ Provide progress updates ▪ Provide structured implementation methodology ▪ Communicate required process changes to implement solution ▪ Prepare and coordinate solution deployment ▪ Coordinate the availability of staff to meet requirements of project plan ▪ Communicate and confirm scheduled times with the client and ECS staff ▪ Make recommendations for business process improvements ▪ Responsible for delegating configuration and setup per requirements and analysis (engineers and analysts to be determined based on project requirements) ▪ Drive systems testing; resolve nonconformance's ▪ Participate in User Acceptance Testing; resolve nonconformance's ▪ Coordinate development of custom documentation to be provided to client
ECS Business Analyst	<ul style="list-style-type: none"> ▪ Make recommendations for business process improvements ▪ Analyze current methods and map to desired outcome ▪ Identify gaps between desired outcome and standard software capabilities
ECS Trainer	<ul style="list-style-type: none"> ▪ Provide training to Client Trainers and other staff ▪ Develop training documentation
ECS System Engineer	<ul style="list-style-type: none"> ▪ Configuration and setup of system ▪ Installation and Configuration ▪ Onsite and Remote Technical Support ▪ Onsite Training ▪ Development Tasks (when needed)

Scope of Services

Scope Definition

Creating a workflow, scanning, and storage solution between Banner and Laserfiche.

Phase 1 – Initial Project Implementation

Initial Needs Assessment – 1 Day

- Interview with the Accounting department to determine current use of existing document storage, paper records, and existing document driven business processes
- Develop high-level documentation and specific recommendations to leverage Laserfiche to improve operations
- Meet with other departments to identify high level goals for future project phases

Initial Project Planning – 1 Day

- Creation of Project Plan based on high-level needs analysis, establishment of performance metrics, stakeholder dialogues, timeline development, detailed tasks creation, and communication plan development

Software Installation – 2 Days

- Installation of all Laserfiche & Psigen Software and Licensing

Basic System Configuration for Psigen and Laserfiche – 4 Days

- Assign User licenses, establish security permissions/access rights, etc. (2-Days)
- Build existing index templates, folder trees, filing rules, etc. (2-Days)

Invoice Capture Configuration – 2 Days

- Identify the 4 highest priority invoices to automate capture and indexing with Psigen
- Consult and identify the primary requirements
- Translate requirements into Laserfiche implementation tasks
- Build and configure ingestion automation
- Training of scanning personnel to continue work on their own
- Includes validation and testing

Laserfiche Connector – Integration Configuration – 1 Day

- Configure Laserfiche Connector to integrate with Banner Software to allow search functionality of documents in Laserfiche from the Banner client interface.
- Invoice ID / Workflow Script

General Laserfiche Training – 1 Day

- Train approximately 10 end-users on basic Laserfiche functionality (scanning, indexing, searching, etc.)

Laserfiche Administrator Training – 2 Days

- Provide Laserfiche Admin Training for System Administrators
 - Training will cover administrative tasks such as: assigning licenses, establishing security permissions, creating index templates, setting filing rules, configuring workflows, and running reports

On-going Project Management – 3 Days

- Ongoing project management including project status meetings, scope verification, risk management, change control, schedule control, and documentation

Project Contingency – 1 Day

- Additional project time to account for unforeseen tasks or time necessary to complete in scope requirements
 - NOTE: Will not be billed if not used

Total Estimated Professional Services Time = 18 Days

Optional Professional Services

Ongoing AP Invoice Ingestion Automation and Rollout of AP Workflow Automation for Accounting

Invoice Capture Configuration – 2 ½ Days for up to 5 invoices (20 Hour Increments per OCFA)

- Identify 5 invoices at a time to automate capture and indexing with Psigen
- Consult and identify the primary requirements
- Translate requirements into Laserfiche implementation tasks
- Build and configure ingestion automation
- Training of scanning personnel to continue work on their own
- Includes validation and testing

Accounts Payable Workflow Configuration – 5 Days

- Consult and identify the primary requirements
- Translate requirements into Laserfiche implementation tasks
- Build and configure AP solution specific to OCFA requirements (per business process)
- Training of personnel to use new AP process in Laserfiche
- Includes validating and testing

Phase 2 – Rollout of Additional Departments

Services TBD based on future Needs Assessment Reviews

Project Plan

After the specific scope of work is defined, we will determine the timeline for the project. We are flexible in regards to the start time of the project; including consulting, installation, configuration, and training of all users. The project timeline is flexible and we will work with your team to determine the right time and pace for the project. Below is an outline of the services that we will provide to ensure a successful implementation of the system. The following is a high-level project plan with milestones and benchmarks:

1. **Kickoff meeting:** In the initial meeting, we will review the project plan, define project rolls, discuss and review project scope, review hardware requirements, set expectations of project milestones, and determine ongoing communication.
2. **Software Installation:** Upon confirmation of order approval, the software can be installed within two to four weeks, dependent on availability of any requisite hardware. Installation will be a joint effort between the organization's technical staff and ECS. Detailed hardware recommendations for server side components will be provided to the organization. Additionally, we assist with initial client/scanner workstation installations and provide instructions for unattended deployment to any remaining workstations.
3. **Administrative Training:** ECS will train the organization's technical staff on the system's architecture, databases, backend applications, and interfaces with other systems. Training will also cover how to monitor and manage the security, users, and user rights. This training is designed for the organization's system administrator and will focus on how to setup the system, folder trees, file structures, templates.
4. **Psigen Training:** ECS will train the organization's technical staff on configuring automated workflow processes utilizing the Psigen & Laserfiche Workflow module for the Workflow administrators.
5. **Business Process Consultation and Configuration:** These meetings will be held to develop an understanding of the organization's current business processes and to plan an implementation strategy for Psigen / Laserfiche.
6. **Business Process Solution Implementation:** The implementation of the newly defined configuration of software such as folder tree, templates, filing and workflow rules.
7. **Banner Integration Implementation:** The implementation of the integration configuration with the existing Banner software to enable the ability to search Laserfiche directly from the Banner client interface.
8. **Solution Review and Validation Meeting:** This meeting is to review the new solution with the organization to ensure the configuration has been completed per the requirements. Changes to the solution are made at this time. Multiple iterations may occur to achieve the final desired solution.
9. **Testing:** Testing is performed of the final desired solution to ensure that all aspects of the solution are working as intended. ECS will demonstrate no system software failures, security settings are verified, and system is validated by the organization to be fully operational and to meet their needs as proposed.

10. **End User Training (Train-The-Trainer or Classroom Styles):** User training on how to use the software and to understand the business process. Training will cover how to use all of the different software components (Workflow, Forms, etc.).
11. **Resolve any issues (Prior to go live date):** After end user training is completed, end users may identify some small adjustments in the business process solution. These items will be addressed prior to the Go Live date.
12. **Go Live.** An on-site engineer will be available on the Go Live date.

Firm's Detailed Information

Appendix A – Offeror's Information

Firm's Legal Name: ECS Imaging, Inc.	
Firm Parent or Ownership: Private	
Address: 5905 Brockton Ave., Suite C, Riverside, CA 92506	
Firm Telephone No. (951) 787-8768	Firm Fax No. (951) 787-0831
Firm's Tax I.D. Number: 33-0928085	Incorporated: YES <input checked="" type="checkbox"/> No <input type="checkbox"/>
Legal Form of Company: (partnership, corporation, joint venture): California Corporation	
Length of time your firm has been in business: 28 years	Length of time at current location: 5 years
Number of employees and Number of Current Clients ECS employs over 50 full-time staff and supports over 400 public and private sector customers.	

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

Name: Debbi Bodewin	Title: Executive Vice President
Telephone No.: (951) 787-8768 x 109	E-mail: <u>debbi@ecsimaging.com</u>

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

Name: Andrew Albers	Title: Account Manager
Telephone No.: (951) 202-2184	E-mail: <u>andrew@ecsimaging.com</u>

ECS Imaging has been in business for 28 years and has maintained the same Executive Management since its inception. With a strong leadership team delivering a consistent vision, ECS is able to provide our customers with the highest quality service possible. ECS became a Laserfiche Value Added Reseller (VAR) in 1995 and has achieved top performance recognition consistently every year since. The company continues to expand with implementations across the US (18 states) and Canada from our offices in Riverside, Concord, Tucson, and Denver.

ECS Imaging is a Gold Certified Laserfiche provider and has continuously been ranked as the top value added reseller in the Western United States for 23 consecutive years, achieving the status of 3rd largest Laserfiche provider in the world in 2017. Our efforts are focused on helping organizations become more efficient by eliminating paper-based business processes. We specialize in providing government and commercial organizations innovative turn-key document management solutions with the award winning **Laserfiche Enterprise Content Management Systems**.

ECS has over 28 years of industry experience and 23 years with Laserfiche.

ECS Imaging is a full service document management solutions provider and currently employs over 50 full time staff providing the following range of services:

- Project Management
- Laserfiche Software Installation
- Systems Integration
- Cloud Migration Services
- Business Process Automation and Consulting Services
- Data Conversion Services
- On-going Support of Software and Hardware
- Remote and On-Site Training and Support
- Out-of-the-box Integrations with 3rd Party Applications
 - PlanetPress
 - GeoDocs
 - CMA Email Management
 - Docusign Digital Signatures
 - Psigen Advanced Capture Solutions
 - MS Office and SharePoint
- Custom Integrations with 3rd Party Applications
- Custom Documentation
- Scanning Services (including Large Maps, Microfilm, Microfiche conversion)
- Complimentary Quarterly User Group Workshops with Training
- Two Annual Complimentary Client Conferences with Training (15 consecutive years)

Our goal is helping organizations of all sizes improve business operations and increase productivity and we can help your organization: Eliminate Paper Based Processes, Automate Data and Information Collection, Secure Information from Unauthorized Use, Simplify and Secure the Management of Business Records, Meet Regulatory Compliance Needs, and more.

Experience and Capabilities



With the largest technology staff of any Laserfiche VAR in the Western US, we have the expertise, experience, and proficiency to successfully install and support any size Laserfiche system for any type of business. We have installed systems for individual departments, multiple departments, multiple locations, and enterprise-wide. We have extensive experience installing and supporting systems for local government, County and State government, Education (K-12 and Higher), Special Districts, Federal, Tribal, non-profits, and commercial organizations. Additionally, ECS is able to provide a personal touch with a dedicated implementation and project management team assigned to your project.

All ECS Executive, Sales and Technical staff attend training sessions on an annual basis. Staying up-to-date and informed on the latest features and enhancements within Laserfiche and the Document Management Industry provides our clients with the best consulting and support services available. As a Gold Certified Laserfiche Reseller, all ECS Technicians are Laserfiche certified. ECS Technical staff currently holds over 200 Laserfiche Certifications collectively.

Laserfiche Workflow is a robust, activity-based business process automation tool that will simplify, organize, and expedite the way you do business. ECS regularly provides services to design and implement business process automation solutions for our customers including but not limited to:

- Document Processing (Renaming, Auto-Filing, OCR Processing, Moving, and More)
- Employee On-Boarding
- Review and Approval Routing
- Database Lookups (Prepopulate Index Fields and Data Validation)
- E-Mail Notifications

Laserfiche Forms is a web-based tool allowing you to replace paper forms with easy-to-design web forms that can be embedded on intranets and public websites. ECS has broad experience in building and implementing Forms and Forms processes including but not limited to:

- Public Records Request Form
 - City of Azusa: <https://publicdocs.ci.azusa.ca.us/Forms/prs>
 - San Bernardino County Transit Authority: <https://sanbag-lfapp.sanbag.ca.gov/Forms/PublicRecordsRequest>
- Time-Off Requests Form
- Travel and Expense Requests Form
- Contract Submittal Form
- Job Application Form
- Personnel Action Form

- Universal Funding Request Form, and many more

System Integration

Laserfiche provides the ability to easily send and pull data information from itself to other business applications in the organization. The ECS team of professionals has executed numerous successful integrations between Laserfiche and 3rd party applications, including but not limited to:

- **Financial Systems:** Tyler-InCode Technologies, Munis Financial, JD Edwards, Eden Financial, Oracle Financial, Springbook, QSS, Peoplesoft Financials, SAP
- **ERP Systems:** Peoplesoft, Datatel, Microsoft Navision, Linux-Based Green-screen
- **Permit Systems:** Sungard Permits, H.T.E., Accela, Eden, Tyler-Energov
- **GIS Systems:** ESRI, AutoDesk, Geo Docs
- **Law and Justice:** ISD Court Case Management, HITS (Hawaii Island Tracking System), ECS Custom Upload to District Attorney, Mugshot and Sixpack Applications, Criminal Justice Information Systems (CJIS)
- **Other Applications:** CMA Email Archiving Integration, PlanetPress Transactional Documents Integration, Psigen, DocuSign, Ratchet X, Microsoft SharePoint, Amazon Cloud

Data Conversion / Migration

ECS has performed many data migrations and has the tools and expertise to ensure a smooth transition. We will design a data migration strategy that maximizes the speed of your migration while balancing your need to eliminate downtime for your existing applications. The following provides a list of data conversions performed by ECS Imaging:

- | | | |
|-----------------|------------------------|---------------------|
| ▪ Questys | ▪ Papervision | ▪ Excalibur |
| ▪ FileNet | ▪ Alchemy | ▪ Exigen – Visiflow |
| ▪ LibertyNet | ▪ Microsoft Access | ▪ Fortis/File Magic |
| ▪ AX/OTG/Legato | ▪ OpenText | ▪ Alfresco |
| ▪ Sire | ▪ Minolta | ▪ Stellant |
| ▪ OnBase | ▪ Sytech | ▪ ATPAC |
| ▪ ImageNow | ▪ Content Verse | ▪ DocStar |
| ▪ DISC Image | ▪ DAZEL | ▪ HP Trim |
| ▪ Image X | ▪ ImageFlow MuniMetrix | ▪ Excalibur on VAX |

Tech Experience and Certifications

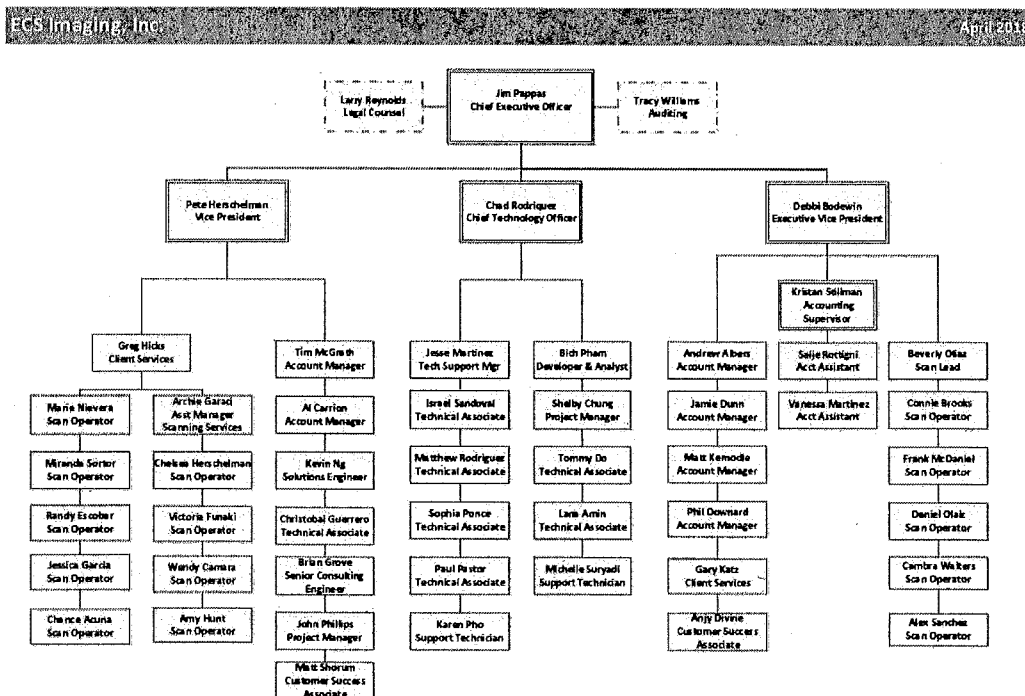
Certifications:

- MBA
- PMP
- Comptia A+
- Comptia Network+
- Kofax Capture Certification
- MCSA (Pending)
- MCSD (Pending)

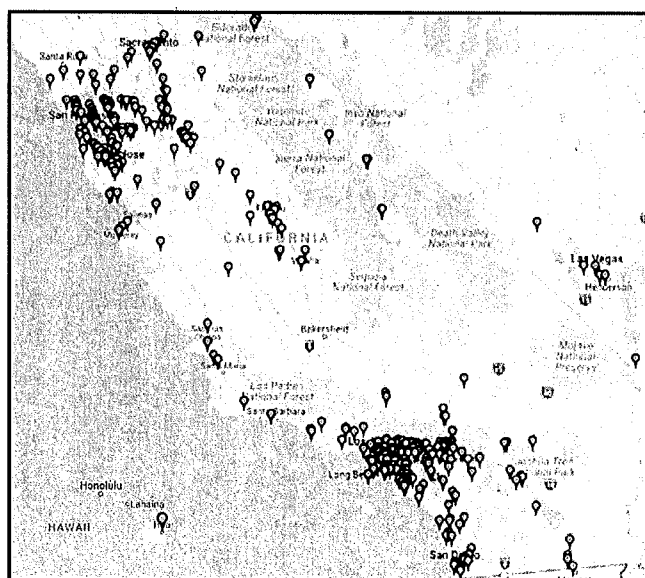
Programming Languages:

- C++
- C#
- Java
- HTML/HTML5
- VB.NET
- Visual Basic
- SQL

Organizational Chart



ECS Customer Locations



Over 400 Public and Private Sector Customers

Ability to Meet System Requirements

Laserfiche Software and Hardware Specifications

We always recommend going with the newest software environments. Typically, this will result in better performance and a more future proof environment as updates will continue to be available into the near future.

Operating System <i>Supported Operating Systems (x86):</i> Windows 7 SP1 and above Server 2008 R and above	Database Management System <i>Supported Database Management Systems (x86):</i> MSSQL 2008 v10 SP1 & SP2 and above Oracle 10g re (Version 10.1.0.2 and above)
Supported Web Browsers Google Chrome 6+ Mozilla Firefox 4+ Internet Explorer 10, 11 Microsoft Edge Safari 4+	Supported Mobile Devices Apple iOS 8 Android 4.0.3+ Windows 10

PSIcapture Software and Hardware Specifications

Software Requirements

<u>Component</u>	<u>Requirement</u>
Desktop Operating System	Windows 7 - Windows 10 (x86/x64)
Server Operating System	Windows Server 2008 - Windows Server 2016
Framework	Microsoft .NET Framework Version 4.6 or Later

Hardware Requirements

<u>Component</u>	<u>Minimum Requirement</u>	<u>Recommended</u>
Processor	2.0 GHz multi-core CPU	2.0 GHz multi-core Server Class CPU
RAM	2GB Available RAM	8GB or more
HDD	4.5GB	4.5GB Solid State Drive or RAID 0/10 Volume
Video	1024x768 or Greater	

Relevant Experience

Lakeside Fire Protection

With a staff of 56, Lakeside FPD operates four fire stations and manages a fleet of fire apparatus, ambulances, and other fire prevention tools while responding to over 8,000 calls per year. Fire crews and staff also spend hundreds of hours training, maintaining, practicing, teaching, and assisting in numerous other venues and non-emergency duties. These activities have generated an excessive amount of paperwork that has been accumulating in filing rooms and an off-site storage location. With documents spread across many locations Lakeside FPD needed a solution that would provide an easy way for them to search for archived information as well as accurately and efficiently dispose of records they no longer needed.

The solution came when Lakeside staff attended an ECS Imaging User Group where they were introduced to Laserfiche and had the opportunity to talk to other Laserfiche users. They were convinced that Laserfiche would be the solution they were looking for. In January 2014, ECS installed a Laserfiche Avante system and in 2016 installed Forms and Forms Portal which allows for submission of fillable web-based eforms, and Weblink Starter Public Portal providing Read-only access to Laserfiche via a web browser.

To manage the retention schedule of so many records, Lakeside FPD asked ECS to develop a workflow that automatically assigns a retention period to a document when it is scanned in. Another workflow monitors the retention information of each document and when a document reaches its retention date it is automatically moved to a pending deletion folder. A list of pending documents is then sent to the Director for approval to purge those documents from the system.

Since implementing Laserfiche, Lakeside FPD has seen significant savings. Due to the efforts of the District's Office Technician, who took the time to scan in old records while disposing of the hard copies, the District has completely eliminated the need for off-site document storage. Because of this project, she has gone through and shredded a lot of old records that were well past retention that they did not need to keep or scan. They had about 140 boxes at the off-site storage, plus 2 file rooms that were wall to wall filing cabinets.

As of July 2015, almost 60 boxes of files have been scanned into Laserfiche (along with day forward documents since implementing the system), while the rest of the boxes await approval to be shredded because they are already well past their retention dates. Since converting their paper documents into digital files the District has been able to reclaim use of the two filing rooms and sell over 15 filing cabinets. They have also seen a huge reduction in staff time spent searching for, retrieving, and managing records.

Lakeside FPD is still in the process of implementing their current plans with Laserfiche, which include expanding usage of the system company-wide, incorporating the use of eForms, and using Laserfiche for all working documents. The approach they have taken is to work out as much as possible before implementing it.

Victor Valley Transit Authority

When VVTA initially installed Laserfiche Avante, it was used to provide an archive location for all paper documents. They had just moved into a new facility that was built as a "40 year" project and the file room was already filled. They needed to maximize the use of their limited filing space and reduce the cost of ink and paper. Ultimately, they had a hard time finding archived files because many times parts of the file were in different locations or someone had checked out a file and not returned it. Additionally, file access was limited and locating needed files by a large portion of the staff was difficult.

The goal was to scan in and file over 500,000 pages of documents with the help of a temporary administrative staff per-son working full time for one year. Once this project was complete, VVTA began to look at other ways in which to bene-fit from Laserfiche.

While attending an ECS User Conference, VVTA staff was introduced to Laserfiche Workflow and how it can be used to automate specific business processes. The Accounts Payable process was cumbersome and required the A/P clerk to run around trying to get approvals. The process also involved moving large amounts of source documents around to several locations and then eventually filing them, and some-times they were misfiled. ECS Imaging helped the VVTA team develop and deploy an Accounts Payable Workflow that eliminated processing errors and shortened the time it took to obtain all required approvals.

Using Workflow, they are now able to process all A/P through Laserfiche. This saves them a considerable amount of time not having to manually route documents for approval (and then go find them again). Documents are also automatically filed at the end of the process so the problem of misfiling and missing files have been eliminated.

After that positive experience, VVTA turned their attention to the Purchasing Department and decided to automate their Purchase Order process. After development and deployment, the Purchase Order processing time was reduced by 75%". Purchasing agents were ecstatic about how easy it was to route purchase requests for approval while actually having an electronic file to email to vendors simplified and shortened the order processing time.

Using Workflow, their Purchase order process is much better controlled. Documents are now routed electronically saving a lot of time getting approvals. Also, the routing is correct so necessary steps are not missed. Finally, the P.O. is electronically filed and sent to the vendor which has eliminated two manual steps. Overall, it's quicker and more efficient than before.

During the development of the Purchase Order workflow, VVTA got the idea to automate employee leave requests. ECS informed VVTA that this can easily be done using Laserfiche Forms. The IT Manager had attended the Laserfiche Institute where he was introduced to Laserfiche Forms and thought it would be a powerful tool for his organization. With ECS's assistance they were able to deploy Laserfiche Forms for employee leave requests in just one day.

Using Forms, employees can now quickly and easily submit their time-off requests. The hassle of trying to find their supervisor and following up on where the request is in the process has been eliminated.

Proposal Questionnaire - Appendix C

1. Provide your firm's background and project summary, include how many years you have been providing enhancements to the Ellucian/Banner Finance application, and what your firm's core business and competencies are.

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Laserfiche can integrate with any application that is ODBC compliant. We have extensive experience in providing integration services with existing business applications. Additionally, the Laserfiche Connector provides a streamlined experience for integrating Laserfiche with line of business applications such as financial systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded icons.

ECS Imaging is a full-service document management solutions provider specializing in the deployment, configuration, integration, and support of Laserfiche Enterprise Content Management solutions.

2. What is your company's approximate annual sales revenue?

\$5,000,000 annually.

3. Please describe the overall project management processes, methodologies and approach.

To enable a controlled, effective and timely implementation we would recommend a phased approach. We have used this technique successfully in many previous implementations. The following section outlines the ECS methodology for implementation and is based on PMBOK guidelines published by the Project Management Institute.

Step 1: Requirements Analysis - Gather and Confirm All Requirements for a Successful Implementation

Performing a thorough requirements analysis is a critical first step to successfully completing a project on time and within budget. The requirements analysis involves a re-examination of the documents that will be captured, the processes that will be automated and the way people will use and interact with the documents once they have been digitized. During the requirements analysis, important design factors such as security, access and retention requirements will be examined and documented.

Step 2: Planning - Define the Formal Work Plan, Checkpoints and Milestones for the Project

The formal work plan will serve as the master schedule by which progress is measured. The work plan will include all project-related tasks, as well as all required resources. The published work plan will also be used to track all project-related activities and generate scheduled and ad hoc progress reports. A mutually-accepted work plan will be developed before work on the project will begin.

Step 3: Design - Design Every Aspect of the System in a Design Specification Document

Design is usually the first milestone of the project plan and is always documented in detail. System specifications will be developed to meet the needs outlined in the requirements analysis. These specifications will be submitted for approval before the build process begins. Design includes identifying and developing folder structure, index values/metadata, approval processes, and retention and security.

Step 4: Build - Build the Application According to the Design Specification

The system should be built according to the approved specifications. Any changes that need to be made should be made to the specification and agreed upon before they are implemented.

Step 5: Test - Test the Application for Functionality, Performance and Design, According to the Specification

Before the solution is rolled out, comprehensive testing should be done. It's important to identify issues through testing so that productivity is not hindered once the system goes live.

Step 6: Revise - Revise the Application per Testing Results and Conform to Design Specification

Based on test results, there may be functional or performance issues that require modifications to hardware or software components to address. System modifications should require the approval of an appended specification before they are made.

Step 7: Rollout - Launch the Application, Supported with Communication, Training and Service

The system should be rolled out based on a defined plan. All rollout activities, such as pilot testing, change management activities and training should be coordinated to ensure a smooth transition to the new system.

4. What is the process by which your company determines that software updates or enhancements should be developed and/or implemented?

Software enhancements, or updates, can be downloaded from the Laserfiche Support Site. ECS can assist in helping you update your system in order to take advantage of the latest features and improvements. We notify our customers through our monthly eNewsletter when updates are available. Your Account Manager can also provide notification.

When the organization requests a software customization that requires a programmatic change to the source code of Laserfiche, a software change request (SCR) is submitted from the organization to ECS Imaging, Inc. ECS reviews the software change request as well as the use case behind the request and submits the request for Laserfiche development to prioritize. A software change request that is considered critical (issue or bug that can be replicated and impacts multiple users) will be prioritized. Depending on the severity of the software change request, a patch could be deployed in a matter of

days. However, functionality enhancements are more likely to be rolled into packaged software updates that include other prioritized enhancements.

5. What is the size of the project team that OCFA can expect to work with and what are the roles, responsibilities and experience of the staff who will be filling the roles you identified?

OCFA can expect to work with a dedicated Account Manager who will oversee the entire project, be on-site for project kick-off and provide recommendations and industry best practices. Our CTO will oversee the technical details of the project, while our Project Manager will provide project scope and timeline, additional staff may be involved in installation and configuration of the software. We have the largest technical and support staff of any Laserfiche VAR in the western United States to provide additional support as needed.

6. What is the size of your staff dedicated to your Banner /document imaging integration software/ development and where are they located?

We have a dedicated developer on staff to provide integration requirements for the Laserfiche integration with Banner who is located in our Riverside office.

7. What is the total number of employees employed by your company?

ECS employs over 50 staff at two physical locations in California, Riverside and Concord. All of the work will be provided from our Riverside Corporate Headquarters.

8. What types of support do you offer and what are your helpdesk hours? What is your policy for afterhours support?

With the *Laserfiche Support Assurance Plan (LSAP)* you will receive unlimited phone support within 24 hours and free copies of Software Version Updates including all the latest hot fixes, updates and patches to keep your system running at peak efficiency. This also includes 24/7 access to the Laserfiche Support site with additional information to help optimize your Laserfiche System.

ECS Priority Support is an optional support plan to the Laserfiche Support Assurance Plan that guarantees unlimited phone support with a 2 hour response time. Our priority support plan includes a Toll Free number with unlimited priority phone support and a 2 hour response time. Additional support avenues include a dedicated support email account (support@ecsimaging.com), and Website with download/upload capabilities. We also offer Remote Assistance/Terminal Services support. Priority Support can be purchased in 10 hour blocks of time. Please see "Module & Pricing Reference Sheet" for a breakdown of Priority Support Plan Costs.

We offer hours of support from 7:30 AM to 5:00 PM PST, Monday through Friday, excluding holidays. All support will be provided through ECS Imaging, Inc. directly. Included in this proposal are hours available for remedial support, additional consulting requirements, or for version upgrades/releases of the software.

9. Is your company currently involved in any litigation concerning any of your software, including but not limited to the software, or the implementation of the software?

ECS is not involved in any litigation.

10. How do you measure the success of the installation, integration, and migrations your firm has been responsible for?

ECS commits to be our Client's caring partner. We believe that the main ingredient of success for any partnership is a Caring attitude.

ECS commits to do our best to achieve and provide quality service. We continue to build, strengthen and improve our service infrastructure and train support staff to ensure that we can bring the best possible service to our Clients.

ECS commits to provide quality support services by the "Team" approach. ECS's services are extended by the presence of internal on-site support by the Client's technical staff. The extent of Client involvement is dependent upon the Support plan selected by the client.

We have worked with many special districts in very similar situations and understand exactly what needs to be done for the progress to be considered a success by all of the stakeholders. We have included this knowledge into our project planning as well as our costing of the solution to ensure we are able to exceed your expectations throughout the project.

11. Provide a current list of clients licensed to use your company's proposed solution that includes the entity name, primary contact, telephone, e-mail, and website address. Please include any government agency clients if applicable.

ECS Imaging currently supports over 400 public and private sector customers in over 16 states. A complete list of customers can be provided upon request. Please see references section for reference contact details.

12. How is training documentation for your system distributed?

Support and Help documentation, white papers, trainings, videos, are all available on the Laserfiche Support Site. This content is continually updated as the product matures. Step-by-step documentation has been included for certain processes that would greatly benefit from it, but this documentation often also includes steps outside of Laserfiche and therefore is typically maintained by each respective department, with ECS contributing as needed.

13. Provide a list of training resources (user and technical) and a synopsis of each:

In addition to the training provided by ECS as part of the project implementation, the following training resources are also available:

Self-Guided Online Training (Laserfiche Support Site)

Laserfiche offers a Certified Professional Program (CPP) with online courses designed to provide users with step-by-step training on setting up, using and optimizing Laserfiche software. These self-guided online training courses are available on the Laserfiche Support site. The first course (ECM 101) is available at no cost and is recommended for anyone new to Laserfiche. Additional courses are offered at a cost of \$100 per course and provide detailed information to help users maximize the value of their Laserfiche investment. Certification includes a self-paced online exam, if users do not pass the exam on the first attempt, they can take it a second time at no additional cost.

Online Training Center (Laserfiche Training Development Plan)

The Training Center is a resource for on-demand Laserfiche training with more than 300 training videos available. The videos are designed for every skill level from basic users to advanced system administrators. The Training Center provides a cost effective way in which to administer training for the entire organization and to track the training progress of each Laserfiche user. With an annual subscription, members will have unlimited, 24/7 access to the full suite of training videos which includes categories such as Laserfiche Administration, Laserfiche Client, Laserfiche Web Access, Tips & Tricks, etc.

Online Help Resources

As part of your Laserfiche Software Assurance Plan, all licensed users of the system will have 24/7 access to the Laserfiche Support site where you will find additional online training opportunities. The Laserfiche Support Site offers a variety of resources to help you use your Laserfiche products more effectively including best practices and tips for using the products, troubleshooting information and hotfixes, technical papers on a variety of topics, product demonstration and how-to videos located on the Laserfiche YouTube site, and a Code Library and other resources for developers. The Support Site is updated regularly.

Complimentary ECS User Training

We believe in providing continued added value to our clients in an ongoing basis and assisting them in utilizing the solutions we provide to the maximum potential. That is why we offer complimentary training opportunities throughout the year to provide added value to your Laserfiche investment. We offer free User Group Workshops scheduled in Northern and Southern California on a quarterly basis that are hosted by one of our client's at their facility.

Our complimentary Annual Customer Conferences are also held in both Northern and Southern California and provide a full day of Laserfiche training, networking, and consultation opportunities. Our monthly eNewsletter provides additional information about ECS events and Laserfiche news including product details, new software releases and updates, tips & tricks, client success stories, webinars, industry news with partners, and other on-line training resources.

14. Will documented installation procedures be provided? Explain how and in what form they will be provided.

Well-documented installation procedures are available on the Laserfiche Support site. As part of the project, ECS will provide the services to install and configure the software.

15. Can the OCFA copy any written user documentation and make it available to its end users via the Web? Does the OCFA receive a copy of the documentation that can be altered by the OCFA as conditions change?

Yes. One of the benefits of Laserfiche is how easy it is to install, and how quickly users are able to learn and use the system. Context sensitive help files are written in an easy to use, easy to understand language and are available online. Additionally, the Laserfiche support site offers a variety of resources to help you use your Laserfiche products more effectively including best practices and tips for using the products, troubleshooting information and hotfixes, technical papers on a variety of topics, product

demonstration and how-to videos, and a Code Library and other resources for developers. The Support Site is updated regularly.

16. Please identify the average time for implementation of the entire project. Include a proposed timeline and work plan. Provide your estimated time for completion of this project. The Project Schedule should be realistic and the architecture and implementation can be broken into different phases with different target dates.

Please see Project Management section (page 9) for project details. We have estimated the project to be completed in 18 days.

17. What level of client skills are typically required to implement the software? What technical skills are required? What programming languages or tools are used?

The majority of Laserfiche systems are installed within a matter of days including training. To enable a controlled, effective and timely implementation we would recommend a phased approach. We have used this technique successfully in many previous implementations. Necessary resources from the Authority and ECS would be further determined during project discovery and needs analysis meetings.

The implementation process for the system is very straight forward. We will have some initial meetings to ensure we understand all of your needs correctly. This will be followed by a project plan that will outline what we intend to do as part of Phase I. We will then complete the project plan, including all testing and training to ensure everyone is satisfied. Lastly, we will recap what has been done and help you highlight the accomplishment to all stakeholders.

18. Please identify how your company handles change procedures, i.e., changes to the scope of any requested custom reports or custom functionality requested by the OCFA.

ECS regularly provides system enhancements to our clients. Enhancement request can be done during the contract, these can be handled by purchasing professional services either by the hour, by the day, or by project depending on the details and requirements of the project. Change requests that affect the proposed project plan and are outside the initial scope may incur additional costs.

Prior to any changes to the system there will be multiple phone calls and the involvement of the Authority's IT staff before any updates to the system. All potential issues and risks will be discussed and appropriate risk mitigation steps will be put in place to minimize any potential downtime. The Laserfiche Support Site has detailed change logs of all resolved issues with each patch or update and these can be accessed by the Authority or provided by ECS as reference. In summary, we work with you on your timeline, before making any changes.

19. Please detail the overall architecture of your proposed solution, i.e., client/server, web-based, hybrid.

Laserfiche offers three types of architecture: On premise perpetual licensing, subscription licensing (software-as-a-service), and Cloud.

Laserfiche Document Management Software is a suite of applications designed with the same look and feel throughout. It is easy to install, easy to learn, and easy to use. It provides complete control over

what type of information is stored, where it is stored, how long it is kept, and who can view that information. Granular security provides multiple levels of protection against unauthorized access to information. Users can benefit from a multitude of powerful search methodologies, including full-text, metadata, annotation or folder/file tree search.

Laserfiche Server is an extremely efficient and robust application that creates a very small network footprint yet can scale to support thousands of users, multiple databases, and an abundance of information. The base server is a security gateway to the suite of Laserfiche products.

Images and OCR text are stored as TIFF documents and ASCII files (Group IV Compression) to guarantee document integrity as well as future availability. Laserfiche is optimized for Microsoft SQL Server database platform. Metadata information is stored within the database server to allow for scalable quick access. Since Laserfiche utilizes Microsoft SQL database as its backend, it is fully ODBC compliant, meaning it can communicate with most any standard data source. The Oracle version of Laserfiche is available at an additional cost.

20. Please attach a sample service level agreement that outlines the types and levels of support that will be offered at implementation and beyond, and the costs of such services.

ECS Priority Support

ECS Imaging, Inc. will support in the following manner:

- Telephone Support: ECS will respond within two hours by telephone, when company contacts ECS.
- On-site Remedial Support: This support includes ____ hours on site to update account with new enhancements, enhancements having to do with Laserfiche, any future enhancements, assistance in future planning of Laserfiche products, consulting, project management and additional training. When working through a problem via phone and the resolution requires additional effort, ECS will schedule to be on-site within the next day.
- Hardware Support: Warranty administration and installation of warranty repaired items purchased through ECS.
- Software Support: Installation of Laserfiche Software updates and modifications. Additional training on new features as required. Software by other manufacturers will be the Clients responsibility. The manufacturers provide phone support usually for an additional charge.
- Additional On-site Support: Available at \$225 per hour when extraordinary situations occur. An example might be system corruption for unknown reasons or system tampering at client site. Network support, Novell or NT is always a chargeable item.

Support also includes utilization of ECS' Certified Network Engineers at above rate.

- Consulting Support: When ECS is on site, we will audit the system and determine system/application modifications for consistency.
- Travel and Lodging are included.

21. The OCFA would prefer that the selected vendor administer and provide all warranty and service level related activities with regard to the software. If third party software is incorporated into the software, the OCFA would expect the selected vendor to handle all warranty and service-level

activities with regard to such software. (It is not a disqualifier if your company does not handle third party-related issues, however, it is important that the OCFA know this in advance). If third party software is implemented into or required by the software, please indicate whether they are covered in the warranty and service level agreements you provide for the software. If they are not covered under your company's warranty or service levels, please describe what you anticipate the annual cost of warranties and service levels would be for those software?

ECS will provide support for all software included in the proposal.

22. Please list all of the programming languages that make up the software.

The SDK (Software Development Kit) allows your organization to more effectively put content to use by integrating Laserfiche with third party applications. Custom solutions can be created using any language with COM support, which means Web sites, scripts, Windows applications, or anything else compatible with COM libraries, including all .NET languages, can easily communicate with the Laserfiche Server.

23. Does the software require Java, Silverlight or ActiveX plug-in's?

Laserfiche does not require Java, Flash, Silverlight, or ActiveX plugins.

24. Please list the types of directory services that are supported for authentication. (i.e. Active Directory, LDAP versions 2, 3)

Laserfiche provides support for Windows or LDAP authentication: allowing a user to log in to a Laserfiche repository based on Windows or LDAP credentials. Windows Active Directory users can log in by selecting the Use Windows Authentication option.

25. Please identify if the software has the ability to support SSL.

Laserfiche supports Secure Socket Layer encryption. Secure Socket Layer (SSL) and Transport Layer Security (TLS) are cryptographic protocols used to encrypt and secure communications. If you have the appropriate X.509 certificates for use with SSL/TLS, you can configure Laserfiche to take advantage of SSL or TLS. This will provide extra security for information sent between the Laserfiche Server and Client.

26. If the solution is browser-based, what major browser and versions are supported?

Laserfiche provides full support for the following browsers: Internet Explorer 8+, Mozilla Firefox 4+, Google Chrome 6+, and Safari 4+, and can be accessed through a smart phone or mobile device such as iPhone, iPad, Blackberry, and Android devices.

27. The following criteria represent ideal platforms for OCFA's technical environment. Where feasible, please describe how these would be accomplished for the proposed solution:

- Minimize OCFA's server footprint, and ensure that the solution is extensible by utilizing its virtualized server farm and existing SAN.
- Be implemented as a fully web-based solution that does not require any client installation of software in order to reduce compatibility issues with other legacy line of business applications and to reduce the support overhead of software upgrades.
- Leverage OCFA's existing SharePoint 2013 Enterprise infrastructure.

Laserfiche Document Management Software is a suite of applications designed with the same look and feel throughout. It is easy to install, easy to learn, and easy to use. It provides complete control over

what type of information is stored, where it is stored, how long it is kept, and who can view that information. Granular security provides multiple levels of protection against unauthorized access to information. Users can benefit from a multitude of powerful search methodologies, including full-text, metadata, annotation or folder/file tree search.

Laserfiche Server is an extremely efficient and robust application that creates a very small network footprint yet can scale to support thousands of users, multiple databases, and an abundance of information. The base server is a security gateway to the suite of Laserfiche products.

Images and OCR text are stored as TIFF documents and ASCII files (Group IV Compression) to guarantee document integrity as well as future availability. Laserfiche is optimized for Microsoft SQL Server database platform. Metadata information is stored within the database server to allow for scalable quick access. Since Laserfiche utilizes Microsoft SQL database as its backend, it is fully ODBC compliant, meaning it can communicate with most any standard data source. The Oracle version of Laserfiche is available at an additional cost.

The Laserfiche suite of applications are accessible via a web-browser. With Web Access, staff can search, retrieve, and work on documents within the Laserfiche repository through their web browser (intranet or internet). Web Access also includes the ability to scan, index, annotate and migrate documents via browser access. With Web Access full security is maintained protecting your documents at all times.

With the Laserfiche and SharePoint Integration components included with Laserfiche Web Access, documents can be easily accessed from Microsoft® SharePoint®. List any part of your Laserfiche repository on a SharePoint page. Scan directly to a Laserfiche folder, right from your SharePoint site. Retrieve Laserfiche documents or folders using the SharePoint search box. Even when you're working from a SharePoint site, your valuable Laserfiche repository content is right in front of you.

There are four components to the integration:

1. Laserfiche Web Part for SharePoint
2. Laserfiche Records Center Service
3. SharePoint Search Handler for Laserfiche
4. Laserfiche Workflow Activities for SharePoint

We have also provided optional services and cost to convert the documents stored in SharePoint to Laserfiche.

28. Please provide the extent to which your solution performs electronic document storage, image to database record linking and image retrieval via integration with non-customized Ellucian/ Banner user interfaces (IE Native Banner, Employee Self Service, and Finance Self Service) for the General Accounting, Purchasing, and Human Resource modules will be taken into consideration in evaluating the solution deemed most advantageous to OCFA. In your response, please explain if and how this can be accomplished by the proposed solution, and include any licensing, implementation, training, and ongoing support costs in the Value-Added section of the proposal pricing (Appendix D).

We are proposing Laserfiche Avante as the Document Management solution.

29. Provide information regarding whether the proposed solution accomplishes electronic document storage, image to database record linking and image retrieval via the Banner user interfaces using a document management solution other than "Ellucian BDM", please include alternate pricing for licensing, implementation, and ongoing maintenance for a solution based on Ellucian BDM, if this is an available optional solution offered by Proposer.

Laserfiche stores all information in one repository providing the organization with easy and centralized access to all content. Architecturally, Laserfiche stores all content, i.e. images, documents, videos, etc., to a specific storage location located on the server or on the network. The data is not stored directly in the database, limiting the size of the database and allowing the system to scale while maintaining robust performance. The metadata information is stored in the database, allowing content to be quickly queried and located.

Laserfiche can integrate with any application that is ODBC compliant. We have extensive experience in providing integration services with existing business applications. Additionally, the Laserfiche Connector provides a streamlined experience for integrating Laserfiche with line of business applications such as CRM and ERP systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded icons.

The SDK (Software Development Kit) allows your organization to more effectively put content to use by integrating Laserfiche with third party applications. Custom solutions can be created using any language with COM support, which means Web sites, scripts, Windows applications, or anything else compatible with COM libraries, including all .NET languages, can easily communicate with the Laserfiche Server. The SDK comes with detailed documentation that includes tutorials and sample source code in C# and Visual Basic .NET.

Licensing, training, and on-going support costs are included in the cost proposal.

List of References

Customer Agency Name	Chino Valley Independent Fire District
Contact Individual & Title	Chris Roberts, Sr. IT Support Analyst
E-mail / Telephone number	croberts@chofire.org / (909) 902-5280
Date of Project & Description of services provided including contract amount	Support since 2011, cleaned up repository, services to upgrade to Rio, scanning services. Current LSAP \$10,813
Customer Agency Name	Victor Valley Transit Authority
Contact Individual & Title	Steven Riggs, Financial Controller/ Acctg Manager
E-mail / Telephone number	sriggs@vvta.org / (760) 948-4021 x 117
Date of Project & Description of services provided including contract amount	Installed and configured Laserfiche Avante in 2012, services to upgraded system in 2013, designed AP Workflow, added users and Forms, current LSAP \$5,769
Customer Agency Name	City of Aliso Viejo
Contact Individual & Title	Mitzi Ortiz, City Clerk
E-mail / Telephone number	Mortiz@cityofalisoviejo.com / (949) 425-2506
Date of Project & Description of services provided including contract amount	Installed and configured in 2002, services to upgrade system, scanning services, current LSAP \$5,339
Customer Agency Name	Rio Hondo College
Contact Individual & Title	Mary Becerril, Registrar
E-mail / Telephone number	mbecerril@riohondo.edu / (562) 463-7627
Date of Project & Description of services provided including contract amount	Support since 2004, services to upgrade, converted old data on CDs to Laserfiche, setup Quick Fields to pull metadata from Banner, current LSAP \$8,824
Customer Agency Name	Santa Ana College
Contact Individual & Title	Chris Truong, Registrar
E-mail / Telephone number	Truong_Chris@sac.edu / (714) 564-6042
Date of Project & Description of services provided including contract amount	Support since 2002, services to upgrade system, added users and Quick Fields modules, Access system data conversion, current LSAP \$11,463

Project Team

Andrew Albers, Account Manager

Laserfiche Certified Professional

14 Years of Industry Experience

Qualifications & Certifications

- B.A. International Studies – *University of California, Irvine*
- Specializes: Business solution development & project management
- 14-years experience as Account/Sales Manager
- 10-years experience as an Account Manager within the technology field
- Certifications: Entire Laserfiche Product Suite

Career Highlights & Accomplishments

- Internationally-traveled, bilingual in English & Czech
- Direct-hire from Laserfiche Corporate

Chad Rodriguez, Chief Technology Officer

Laserfiche Certified Professional

17 Years of Industry Experience

Laserfiche Experience:

- Infrastructure Design and Consultation
- Enterprise Wide Project Management and Implementation
- Third Party Integration
- Data Conversions
- Data Import and Indexing Automation
- Workflow Automation
- Business Process Automation

Education & Certifications:

- BS in Computer Science & Engineering – University of La Verne
- MBA in Technology, Management & Leadership – University of La Verne
- All Laserfiche Certifications

Shelby Chung, Project Management

Laserfiche Certified Professional

8 Years of Industry Experience

Laserfiche Experience:

- Project Management and Implementation
- Quick Fields Automation
- Workflow
- Forms Creation
- Business Process Automation

Education & Certifications:

- UC Riverside
 - BA – Economics,
 - BS – Business Administration, Information Systems Concentration

- Records Management Configuration
- Third Party Integration
- Project Management Professional Certification

Bich Pham, Senior Developer and Analyst
Laserfiche Certified Professional
8 Years of Industry Experience

Laserfiche Experience:

- Data Conversion
- Custom LF SDK Integration
- Web Customization
- Laserfiche Workflow/Forms scripting
- Database structure and design
- SQL Reports

Education & Certifications:

- B.S. Computer Science – University of California, Riverside
- All Laserfiche Certifications

Partnership Strength and Value-Added Benefits

In addition to having the largest technical staff of any Laserfiche VAR in the western United States, we are dedicated to providing the highest quality services possible to our customers. As your document management partner, ECS will be with you every step of the way. Our User training and Customer Conferences provide additional training to help your organization utilize the software to the highest potential.

We have many industry partners including scanner and storage hardware, third party software such as Psigen (Advanced capture solution), DocuSign (Digital Signatures, and E-Mail Manager (E-Mail Management and Archive) Applications to provide our customers with a one stop shop.

ECS offers complimentary user training. We believe in providing continued added value to our clients in an ongoing basis and assisting them in utilizing the solutions we provide to the maximum potential. That is why we offer complimentary training opportunities throughout the year to provide added value to your Laserfiche investment. We offer free User Group Workshops scheduled in Northern and Southern California on a quarterly basis that are hosted by one of our client's at their facility.

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Schedule / Work Plan

Sample Work Plan

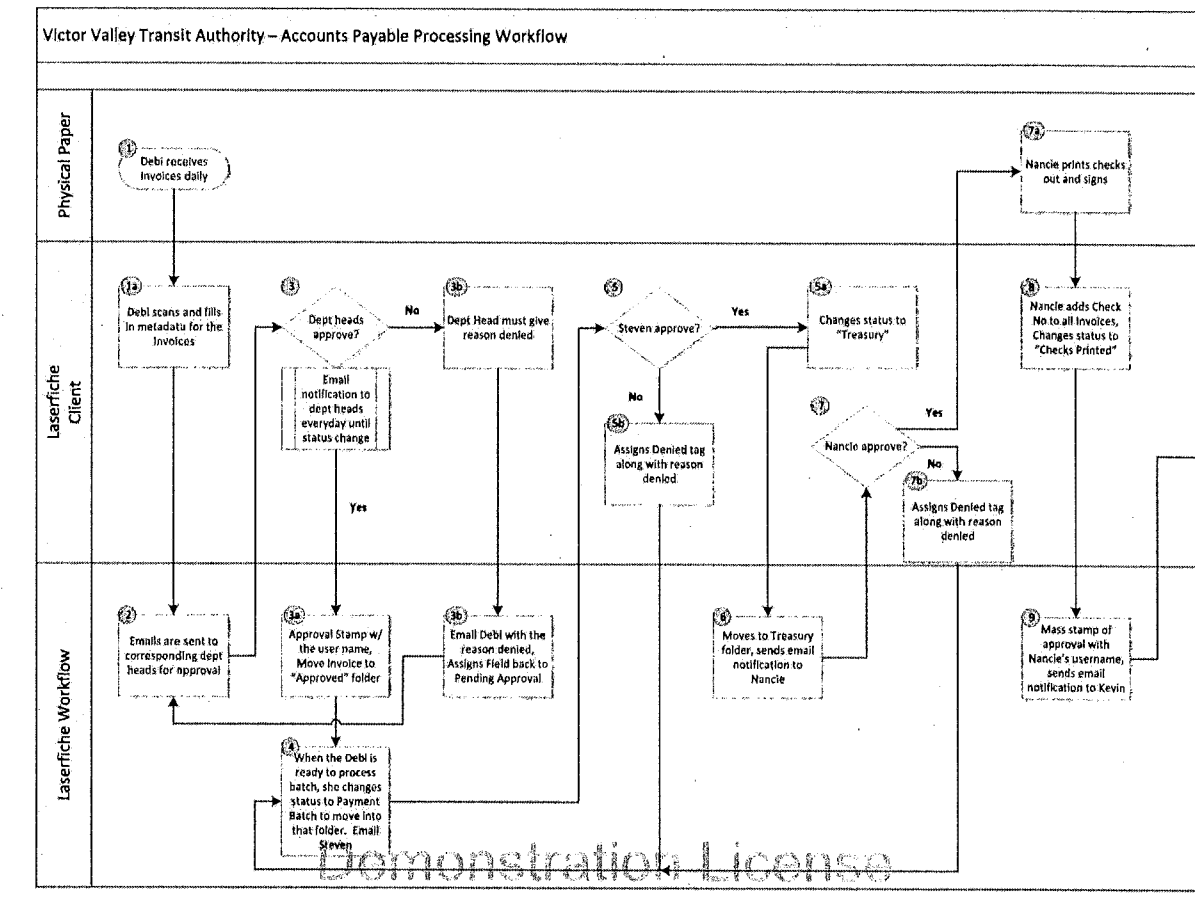
Task Name	Work	Duration	Start	Finish
OCFA Implementation Example - Laserfiche Implementation Project	208 hrs	270 days	Tue 5/1/18	Mon 5/13/19
General Initiation and Planning	40 hrs	30 days	Tue 5/1/18	Mon 6/11/18
MS1 - Project Initiation	16 hrs	30 days	Tue 5/1/18	Mon 6/11/18
<i>(Total professional services)</i>	16 hrs	30 days	Tue 5/1/18	Mon 6/11/18
Project kick off meeting (Introduction of all teams, responsibilities, and general timeline)	0 hrs	30 days	Tue 5/1/18	Mon 6/11/18
Gather initial information and project planning	0 hrs	30 days	Tue 5/1/18	Mon 6/11/18
Provide hardware recommendations based on LF software requirements	0 hrs	30 days	Tue 5/1/18	Mon 6/11/18
MS2 - Needs Assessment Analysis	24 hrs	20 days	Tue 5/8/18	Mon 6/4/18
<i>(Total professional services)</i>	24 hrs	20 days	Tue 5/8/18	Mon 6/4/18
Onsite Needs Assessment Meetings	0 hrs	20 days	Tue 5/8/18	Mon 6/4/18
Implementation	128 hrs	100 days	Tue 5/1/18	Mon 9/17/18
Software Installation and Overview Training	24 hrs	5 days	Tue 6/19/18	Mon 6/25/18
MS3 - Laserfiche Software Purchased	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Order Software and Verify Licensing	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
MS4 - Laserfiche Software Installation and Configuration Services	24 hrs	5 days	Tue 6/19/18	Mon 6/25/18
<i>(Total professional services)</i>	24 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Laserfiche Rio Directory Server Configuration	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Install Directory Server	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Install and Activate Directory Server	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Setup Licensing Database	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18

Save master license to defined location	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Configure Directory Server	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Configure Active Directory Connection	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Add AD Subscriptions	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Add Windows Users/Groups/Devices to LM	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Register App Instance & Generate license for LF Server	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Save license to defined location	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Register App Instance & Generate license for Web Access	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Register App Instance & Generate license for QF	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Deploy Licenses	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Verify products work with licenses	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Laserfiche Server Installation with Records Management	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Install LF Server 10.x	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Validate connection / volume locations	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Create new Search Catalog	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Install Audit Trail 10.x	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Configure Audit Reports	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Install Web Client 10.x	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Configure WA Administration	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Configure Authentication in IIS	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Install WebLink Public Portal 10.x	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Configure WebLink Administration	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Configure Authentication in IIS	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Install Forms 10.x	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18

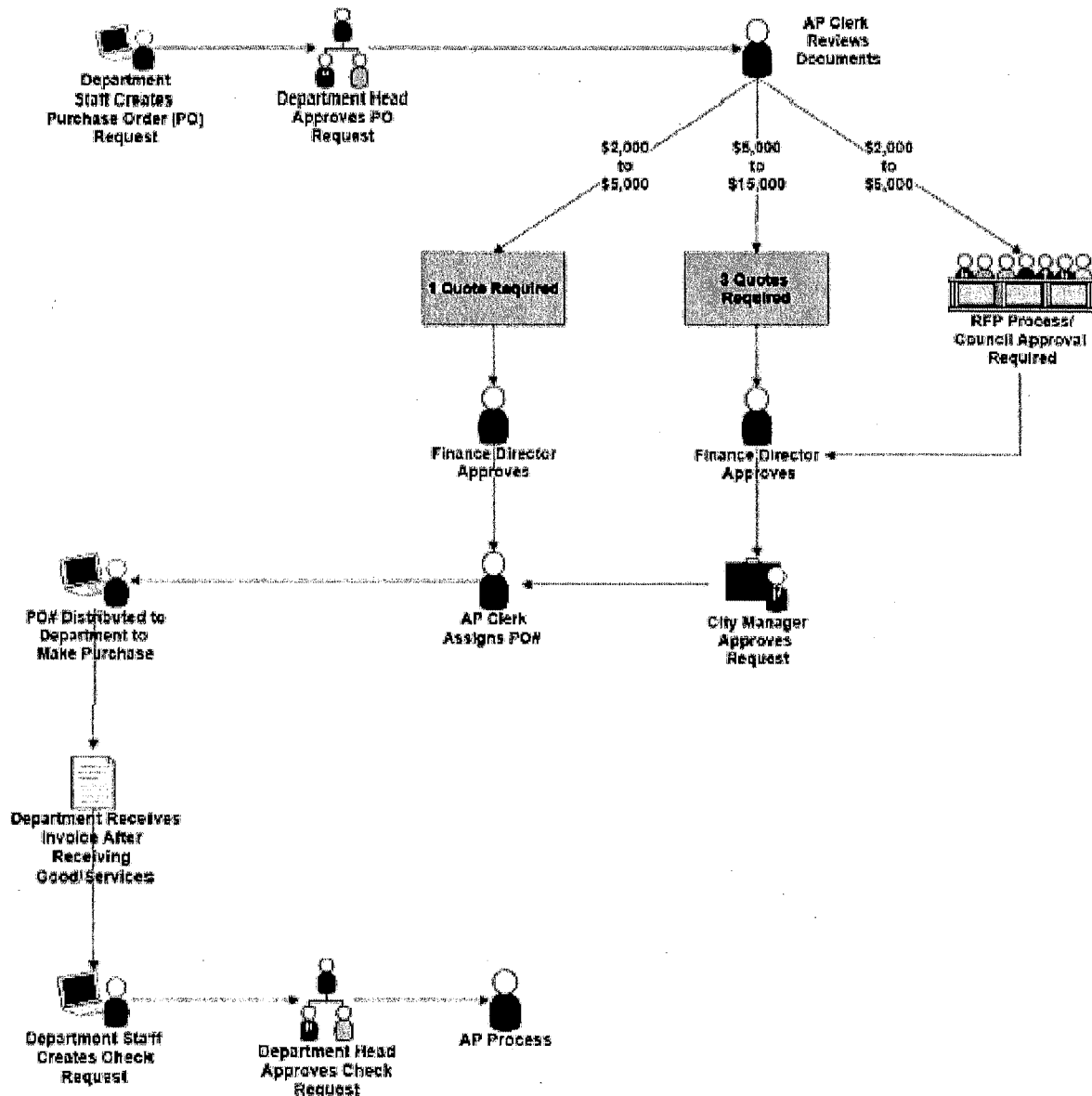
Configure Forms Administration	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Install Workflow 10.x	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Validate prerequisites are installed	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Install Import Agent 10.x	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Validate prerequisites are installed	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Install Client and Scan Workstations 10.x	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Validate prerequisites are installed	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Confirm all workstations can connect to LF10 server	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Install Connector	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Validate prerequisites are installed	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
General Overview Training	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
Overview Laserfiche Training for All Departments	0 hrs	5 days	Tue 6/19/18	Mon 6/25/18
MSS - Basic System Configuration	32 hrs	20 days	Tue 7/3/18	Mon 7/30/18
<i>(Total professional services)</i>	32 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Documentation	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
High Level Business Process Documentation from Needs Assessment	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Repository Design Consultation and Configuration	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Validate Requirements from Preliminary Needs Assessment	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Confirm repository requirements (Folder structure, naming convention, template design, licensing distribution and security, storage volumes)	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Consultation - Repository Design Recommendations	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Consult on Laserfiche configuration based on business requirements	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Confirm repository requirements (Folder structure, naming convention, template design, licensing)	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Records Management preliminary setup	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18

Records Management consultation services	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Setup of Retention Schedule, Location, Cutoff instruction, and Cycle definition	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Configuration - Repository Design Implementation	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Configure Laserfiche based on business requirements	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Review and confirm approval of repository design	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Laserfiche Training	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
Training on Repository Structure Developed	0 hrs	20 days	Tue 7/3/18	Mon 7/30/18
MS6 - Quick Fields(Capture) and Connector Integration Configuration	40 hrs	30 days	Tue 8/7/18	Mon 9/17/18
<i>(Total professional services)</i>	40 hrs	30 days	Tue 8/7/18	Mon 9/17/18
Validate Requirements from Preliminary Needs Assessment	0 hrs	30 days	Tue 8/7/18	Mon 9/17/18
Document Existing Business Process	0 hrs	30 days	Tue 8/7/18	Mon 9/17/18
Identify the high level business process	0 hrs	30 days	Tue 8/7/18	Mon 9/17/18
Identify the primary problems	0 hrs	30 days	Tue 8/7/18	Mon 9/17/18
Confirm business requirements	0 hrs	30 days	Tue 8/7/18	Mon 9/17/18
Consultation - Quick Fields (Capture) and Integration Recommendations	0 hrs	30 days	Tue 8/7/18	Mon 9/17/18
Develop Recommendations	0 hrs	30 days	Tue 8/7/18	Mon 9/17/18
Translate business process into LF Workflow and integration requirements	0 hrs	30 days	Tue 8/7/18	Mon 9/17/18
Identify potential solution to primary problems	0 hrs	30 days	Tue 8/7/18	Mon 9/17/18
Design high level solutions to replicate key existing business processes	0 hrs	30 days	Tue 8/7/18	Mon 9/17/18

Sample Workflows



City Of Huntington Park Procurement Process



ECS Support and Maintenance

Laserfiche Support Assurance Plan (LSAP) is an integral part of keeping your software up to date and ensuring that you have access to all of the latest features and functionality the software has to offer. The Laserfiche Software Assurance Basic Plan includes the following:

- Unlimited telephone support through your authorized reseller
- Free copies of Software Version Updates, (updates are released an estimated 1-4 times per year).
- All the latest hotfixes, updates and patches to keep your system running at peak efficiency.
- 24/7 access to the Laserfiche Support Site and Laserfiche Answers where users will find detailed technical information to help optimize the Laserfiche system.
- Comprehensive training opportunities are available to all staff including quarterly Regional Training opportunities and the annual Laserfiche Institute Conference
- 100% of the purchase price of your current Laserfiche software can be credited to any new product purchase.

ECS Priority Support is an optional support plan to the basic Laserfiche Software Assurance Plan (LSAP). Where LSAP offers a response time within 24 hours, ECS Priority Support responds promptly to our client's needs and concerns. Our experienced tech team will respond within 4 hours of our client's call. Most calls are answered immediately and resolved within the same business day.

What You Get With ECS Priority Support

Each customer maintains an experienced Account Manager dedicated to your current and future needs. Your Account Manager helps coordinate training and on-site visits. Your Account Manager provides consultative advice to the project not only at the beginning, but also for planning out future requirements as well. This level of care ensures a smooth implementation and guarantees that our client's expectations are met and exceeded.

Our Priority Support Plan includes a Toll Free number with **Unlimited Priority Phone Support** with a 4-hour response time. Additional support avenues include a dedicated support email account (HelpDesk@ecsimaging.com), and Website with download/upload capabilities. We also offer Remote Desktop Assistance.

We offer hours of support from **7:30 AM to 5:00 PM PST, Monday through Friday**, excluding holidays. All support will be provided through ECS Imaging, Inc. directly. Priority Support hours are available for remedial support, additional consulting and training needs, or for version upgrades/releases of the software.

Priority Support also provides access to free training opportunities including our quarterly user groups and our complimentary Annual Conferences in both Northern and Southern California.

ECS Direct Support / Extended Support Hours

ECS offers after hours support on a case by case basis typically for large upgrades to minimize downtime or emergency support. ECS does have customers that run 24/7 operations and provides support when needed for those clients. Laserfiche provides a 24/7 support portal website complete with videos, white papers, knowledgebase articles and Laserfiche Answers for Q&A. Laserfiche has the complete help manual online built into the system with screenshots and context sensitive search for help topics.

Psigen Support

ECS Imaging will provide First Level Support: assistance in answering software installation, configuration, or usage questions; initial error information gathering, error isolation and identification, creating a reproducible test environment for reported errors, and providing standard fixes or workarounds to known problems, in particular those issues related to security, permissions, file sharing and networking configuration at the install location.

PSIGEN Technical Support provides Second Level support to Customers. This includes but is not limited to, providing further assistance with the tasks described in the previous paragraph. This may include configuration changes, a product usage or environmental workaround or require the Customer to install an Update, Service Pack, or upgrade to the latest Product Release. If required, Second Level support includes contacting PSIGEN Engineering for diagnostic assistance and scheduling the development and release of any Updates required to address the reported issue. In all cases, PSIGEN Support will remain the secondary point of contact regarding updates to the Case.

Online Resources

PSIGEN Website – www.psigen.com – The PSIGEN website is a great place to start when searching for information. It contains the latest updates about our product lines - Overviews, Licensing, Case studies, Videos, etc. It also defines which vertical markets our solutions address best, Our Hardware and Software Partners, Support Contacts, Company Overview and our Blog.

Technical Support Wiki – help.psigen.com – Our Technical support wiki contains many items of interest to both pre and post technical support personnel. Contained within the site are the following:

- Knowledge Base
- Release Notes
- Quick Start Guides
- Holiday Schedule
- How-To Articles
- Troubleshooting Articles

Support Options/Offerings

Updates and Upgrades – All offerings include regularly scheduled Product Releases which include defect fixes and functional upgrades.

Web-based Services

Knowledge Base – Customers are entitled to 24x7 access to PSIGEN knowledge bases. PSIGEN Technical Support personnel regularly update information resources with the latest validated information on Case solutions, frequently asked questions, and tips and techniques.

Web-based Support Tool – Online Case submission and tracking system allowing eligible contacts to create, update, and review their existing Cases.

Product Updates – Download access to the latest Fix Pack and Service Pack releases.

PSIGEN Standard Support (Annual Fee) – First Tier support is always provided by ECS Imaging. When an issue cannot be resolved using the tools and resources described in Web-based Services, ECS will contact the PSIGEN Technical Support team on the Customer's behalf during PSIGEN Support Hours.

Life Cycle Policy

PSIGEN will provide product updates as necessary to deliver new functional enhancements and correct discovered defects for so long as the product is actively listed in the PSIGEN product catalog. Removal of a product from the product catalog is at the sole discretion of PSIGEN, but in all cases of product discontinuation PSIGEN Resellers and direct Customers will be provided a minimum of six months advance notice that the product is scheduled for removal. Notice will be provided via one or more of the following: direct email, email newsletters, and updates to PSIGEN web sites; including the Partner Portal and this knowledge base.

PSIGEN is committed to supporting the most current Major Release and the previous Major Release of all products currently listed in the PSIGEN product catalog. When a new Major Release enters General Availability (GA), the previous most current Major Release is no longer available for sale to new customers and is then considered to be the previous Major Release. PSIGEN will continue to support the supplanted previous Major Release for six months, to include releasing Service Packs and Updates. At the expiration of the legacy support period, no additional Service Packs or Updates will be released for the legacy Product Release. If a case logged against a legacy product release is determined, at PSIGEN's sole discretion, to require a new update to correct the issue the Customer will be required to upgrade to the latest Product Release. Should the Customer choose not to upgrade they will lose any further rights granted by this policy document with respect to the Case in question, until such time that the required upgrade is performed.

For all PSIGEN products, when a Major Release Product enters its End of Support period according to the Life Cycle policy, support to facilitate migration to a current Major Release will remain available indefinitely.

ECS Training

In most cases, training is provided onsite by ECS trainers using the installed system. These training sessions can be scheduled for individuals or groups according to their role. Training sessions are developed and tailored specifically for our customers. The duration of training is typically between 1 – 2 days. Below is an overview of the courses we offer:

On-Site End-User Training

This hands-on or group training is for users who have never used Laserfiche before. Some of the topics covered in this training are:

- Annotations
- Customizing the Document Viewer
- Document Metadata
- Using the Folder Browser
- Electronic Documents
- Searching
- Importing Documents
- Exporting and Printing Documents
- Snapshot

One session will be comprised of scanning, batch scanning, advanced scanning, importing and indexing. It is recommended that only a few at a time be in this session, as this session includes hands-on training for each person. It's important that each Scan operator actually scan in real documents and get familiar with the process. This hands-on or group training is for user who will be scanning documents into Laserfiche using Laserfiche Scanning. Topics discussed in the training are indexing, short-cut keys, batch processing techniques, and cleanup tools.

The second session will be for retrieval and viewing only users. It is recommended that there are no more than 10 individuals per session. This will address the various retrieval methods, viewing options, printing, emailing and customizing tool bar options. This session includes detailed instruction on the various methods for searching within Laserfiche including Quick Search and the Customize Search option for more advanced search criteria. This session also covers search results and what information is returned, how to open and view documents, and how to utilize the information returned.

On-Site Administrator Training

System administrators should be encouraged to participate in as much of the implementation process as possible so they understand how the hardware and software components are configured and work together.

System Administrator Training begins with a comprehensive overview of the Laserfiche System. This includes each component reviewed in detail. Integration and installation issues are also addressed. The

role of the trainer is to provide the participants a thorough understanding of the Laserfiche system so that they can develop, integrate, and manage the system at their organization.

As a Training Outline, they will be learning: Template Creation and modification, folder design concepts, Laserfiche security setup and administration, database backup, other miscellaneous tips and tricks for the Laserfiche System Administrator, volume management, other Laserfiche products/plugin-ins, most common Laserfiche problems and how to resolve them. Some of these functions may be taught also to the Department Manager.

On-Site Power-User Training

Laserfiche Workflow Admin Training - This hands-on training is for users who will be designing workflows within the Laserfiche System. This class is not exclusive to IT, but users should be technically savvy and familiar with IF/THEN logic. Some of the topics covered in this training are: Parallel and Conditional Routing, E-mail Notifications, Reminders / Deadlines, and Repeat/Looping related to business processes.

Laserfiche Forms Training - This hands-on training focuses on the design and configuration of electronic fillable forms. Power-users will be provided instruction on the functions of Forms submitters, approvals, assigned tasks, reports, performance monitoring, and forms as part of workflow configurations.

Laserfiche Quick Fields Training - This hands-on training is for users who will be creating Quick Fields Sessions. Typically, this training is for IT or Power Users of Laserfiche and includes automating Quick Fields Sessions, data capture, extraction and validation, image enhancement, and customizing the handling, processing, and information capture for specific document types. Class material is dependent on the Quick Fields modules purchased.

Laserfiche Audit Trail Training - This hands-on or group training is for user who will be generating or viewing Audit Reports on the Laserfiche Repository. Laserfiche Audit Trail is typically used to investigate the viewing, retrieval, or export of a document from the Laserfiche Repository. This class is typically limited to Administrators and Power Users with comprehensive access to the Laserfiche Repository.

Laserfiche Records Management Training - This is hands-on training covers basic records management concepts for records managers and for general staff. This session provides training on the lifecycle of Records from creation to final disposition and includes setting up retention schedules, managing record series and record folders, determining cutoff instructions and disposition, and compliance requirements.

Integration Training SDK / LF Connector - Training for IT applies to integration with specified line of business applications.

Online Help Resources

As part of your Laserfiche Software Assurance Plan, all licensed users of the system will have 24/7 access to the Laserfiche Support site where you will find additional online training opportunities. The

Laserfiche Support Site offers a variety of resources to help you use your Laserfiche products more effectively including best practices and tips for using the products, troubleshooting information and hotfixes, technical papers on a variety of topics, product demonstration and how-to videos located on the Laserfiche YouTube site, and a Code Library and other resources for developers. The Support Site is updated regularly.

Complimentary ECS User Training

We believe in providing continued added value to our clients in an ongoing basis and assisting them in utilizing the solutions we provide to the maximum potential. That is why we offer complimentary training opportunities throughout the year to provide added value to your Laserfiche investment. We offer free User Group Workshops scheduled in Northern and Southern California on a quarterly basis that are hosted by one of our client's at their facility.

Our complimentary Annual Customer Conferences are also held in both Northern and Southern California and provide a full day of Laserfiche training, networking, and consultation opportunities. Our monthly eNewsletter provides additional information about ECS events and Laserfiche news including product details, new software releases and updates, tips & tricks, client success stories, webinars, industry news with partners, and other on-line training resources.

Optional Online Training Opportunities

Self-Guided Online Training

Laserfiche offers a Certified Professional Program (CPP) with online courses designed to provide users with step-by-step training on setting up, using and optimizing Laserfiche software. These self-guided online training courses are available on the Laserfiche Support site. The first course (ECM 101) is available at no cost and is recommended for anyone new to Laserfiche. Additional courses are offered at a cost of \$100 per course and provide detailed information to help users maximize the value of their Laserfiche investment. Certification includes a self-paced online exam, if users do not pass the exam on the first attempt, they can take it a second time at no additional cost.

Getting Started	Content and Process Management	System Administration
<ul style="list-style-type: none">▪ ECM 101 (no cost)▪ La Gestion de Contenido Empresarial (ECM) 101 (Spanish)▪ Getting Started with Laserfiche	<ul style="list-style-type: none">▪ Capture▪ Creating Quick Fields Sessions▪ Using Laserfiche Forms▪ Designing Laserfiche Forms▪ Building Laserfiche Workflows	<ul style="list-style-type: none">▪ System Administration I▪ System Administration II▪ System Administration III▪ Records Management Edition I

Online Training Center

The Training Center is a resource for on-demand Laserfiche training with more than 300 training videos available. The videos are designed for every skill level from basic users to advanced system administrators. The Training Center provides a cost effective way in which to administer training for the entire organization and to track the training progress of each Laserfiche user. With an annual subscription, members will have unlimited, 24/7 access to the full suite of training videos which includes

categories such as Laserfiche Administration, Laserfiche Client, Laserfiche Web Access, Tips & Tricks, etc. Training Center licensing is based on total number of Laserfiche user and retrieval licenses. Please see Optional Pricing section for cost details.

Training Center Pricing

Gate	Licenses	Cost
1	1 – 4 users	\$495
2	5 – 9 users	\$925
3	10 – 24 users	\$1,620
4	25 – 49 users	\$2,840
5	50 – 99 users	\$3,920
6	100 – 199 users	\$5,180
7	200 – 499 users	\$6,995
8	500 +	Request Quote

Psigen Training

The initial 3-day technical training for admins consists of the following classroom style, instructor- led classes delivered at the end user's primary business location. They are taught together initially for continuity and resource utilization for up to 10 people in the class. These classes can be ordered anytime, either together or separate, after the initial execution, for a simple refresh, or to educate new employees. The goal of the 3 day onsite training is to empower your technical team with the knowledge to configure and customize PSIs capture going forward.

Three Day PSIs capture Administrator Training:

1. *Day 1 – Basic Labs*
 - a. Separation
 - b. Indexing
 - c. Migration
2. *Day 2 – Advanced Labs*
 - a. Regular Expressions Overview
 - b. Advanced Separation
 - c. Advanced Indexing
 - d. Advanced Migration
 - e. Miscellaneous Features
 - f. Components of Classification
 - i. Record Types
 - ii. Zone Profiles
3. *Day 3 – Classification Labs*

- a. Table Extraction
- b. ACE (Accelerated Classification Engine)

Day 1 – Basic Labs

A quick introduction to commonly used Industry Terms and Three Letter Acronyms (TLAs.) A summary of PSIGEN and their Product offerings with optional add-ons. The Licensing model of PSIsapture is covered to explain how our concurrent model works with an image pool. Discuss the questions that should be asked when planning a project, laying out a capture network, and ways that you can utilize the PSIsapture tools to maximize your workflow automation. An outline to the product Installation covering when a full install is required, when an update can occur, and what you need to know to determine if you need to install the License Server or use a product key. A brief introduction to Security letting you know what features are available that will allow you to lock down. Explanation of how to Backup PSIsapture Capture Profiles and layout a plan that would protect you for a complete disaster recovery which will protect all your settings, configurations, and databases that PSIsapture uses. Defining the roles of PSIGEN Support, reseller's support and your internal support and when to contact sales instead of support. After the introduction, you will begin your hands on lab work which will take you through the Configuration tool used to build Capture Profiles in the PSIsapture product.

Separation

Focusing on an important first step of the capture process, discuss the many ways in which documents can be separated as they are imported by PSIsapture. This overview will focus on the Separation module and teach the thought process of determining where one document ends and the next begins.

Indexing

The next step in the PSIsapture process is extraction of desired metadata via Indexing. You will explore different methods of data extraction, including manual indexing options such as OAI (Point and Click) and On-Demand, automated Zonal extraction methods such as OCR, ICR, OMR, Smart Zones, and advanced methods that include Database Lookups and Barcode recognition.

Migration

Learn the options available for migrating document images and metadata to one of 60+ external applications. This will include formatting folder and file names, using an index field to trigger a migration, and running multiple migrations within one configuration.

Day 2 – Advanced Labs

Regular Expression Overview

In this introduction to Regular Expressions (RegEx's) you will start with an overview of the very basics, no experience needed with writing regular expressions. We will cover where in PSIsapture you are able to use regexes and why you would want to leverage them.

Advanced Separation

You will leverage the use of Regular Expressions to build separation profiles. You will determine if the separation can split based on a fixed values or if you can find a value on the 1st page of our document that changes where you need to separate.

Advanced Indexing

The Advanced Indexing section will focus on the features related to extracting metadata from zones using regular expressions. You will learn how to utilize Smart Zones to identify an anchor point on a page and attach multiple child zones to locate and extract the same piece of information in different locations on different documents.

Advanced Migration

An in-depth look at the options that can be configured with PSImage migrations. You will look at controlling the data output of the documents and extracted metadata to predetermined storage locations.

Miscellaneous Features

Introduction to several common features that can be used in any setup. These will include building configurations from templates, setting up automatic processing, and formatting data for consistent output. Configure the system to require a value be present for metadata field and, if not present, cause an exception that must be corrected.

Components of Classification

Record Types

Introduction of components used in the Classification module. Classification allows for several different document types to be processed within one configuration. Establish our record type lists, configure index fields that are either shared or unique per record type, and create zone profiles for the individual record types.

Zone Profiles

You will learn how to configure individual zone profiles for each unique type of document. This can be as simple as relocating the same zones or having completely different fields and zones per document.

Day 3 – Classification Labs

Classification creates the ability to identify, sort, and compile dissimilar documents based on rules. You will configure Classification rules for first and last pages of a document, discuss validation options related to page count, and look at exceptions processing for unidentifiable items. You will also learn additional indexing options that are available for table extraction and multiple return Smart Zones. The Accelerated Classification Engine (ACE) will allow for notification of unidentifiable documents, allow the user to add Classification rule, and add indexing on-the-fly while processing documents. The Auto Zone creation feature will allow for automatic zone placement and metadata retrieval during Indexing. The

Auto Zone setup can be configured with a list of commonly used index fields provided by the system or configured individually with Regular Expressions.

Table Extraction

The Table Extraction module allows for automatic extraction of line item data by establishing column headers instead of looking in individual zones. With Table Extraction being built on the Classification module, you will learn how to enable table extraction in the Classification step and populate index fields with the extracted metadata.

ACE (Advanced Classification Engine)

The ACE training section will review the features of on-the-fly configuration, automatic index zone creation, and the ability to import Classification settings from an existing database.

Offer / Cost Proposal

Development & Implementation Cost		
DESCRIPTION OF SERVICES	Unit Cost	Total Cost
Licensing: Designate method (per user, transaction volumes, etc.). If graduated method, provide scale:		
Laserfiche Avante Document Management Solution:		
▪ Laserfiche Avante Server	\$ 5,000.00	\$ 5,000.00
▪ 5 Primary Users for Accounts Payable Module	\$ 600.00	\$ 3,000.00
▪ 10 Primary Users for optional HR/Payroll Module	\$ 600.00	\$ 6,000.00
▪ 5 Primary Users for optional Finance Module	\$ 600.00	\$ 3,000.00
▪ 300 General User licenses (10 concurrent retrieval users licenses)	\$ 15,000.00	\$ 15,000.00
▪ Laserfiche Connector (20 users)	\$ 25.00	\$ 500.00
▪ Laserfiche Import Agent	\$ 1,495.00	\$ 1,495.00
Psign Advanced Capture Solution:		
▪ PSicapture Enterprise - Table Extraction Level 3 Bundle (Up to 200K images per year), Quad Core OCR - 12 Month Term	\$ 4,920.00	\$ 4,920.00
▪ PSicapture Enterprise - Table Extraction Level 0 (ZERO VOLUME) Bundle including Quad Core OCR - 12 Month Term	\$ 6,600.00	\$ 6,600.00
▪ TEST License - Table Extraction Bundle plus ICR - Limited to 12,000 images/year - 12 Month Term	\$ 1,750.00	\$ 1,750.00
	Hours	Total Cost
Phase I – Project Planning: Initial meetings with OCFA Staff to define the design and delivery requirements. Produce final approved project plan and timeline.	48 Hours (6 days)	\$ 10,800.00
Phase II – Design/Implementation: Provide professional services for installation, setup, and configuration.	72 Hours (9 days)	\$ 16,200.00
Psign-Professional Services (per 8 hour day, 1/2 day minimum) - to be used for configuration and/or deployment	24 Hours (3 Days)	\$ 9,750.00
Phase III – Testing/Training: Provide training and supply training materials and/or expertise to be delivered to users (Provide details) Please see Training section for details	24 Hours (3 days)	\$ 5,400.00
PSicapture & PSIfusion Onsite Technical Training Class - 8 hour day (Includes T&E) - 3 days onsite	24 Hours (3 Days)	\$ 9,000.00
Other (Please describe) – Travel Expenses		\$ 4,000.00
Option 1: Solution utilizing Ellucian Banner Document		N/A

Management		
Option 2: Vendor specific invoice image-to-data template creation (average cost per template).	20 Hours for up to 5 invoices	\$ 4,500.00
Value Added Option 1: (List each optional item and price)		N/A
Value Added Option 2: (List each optional item and price)		N/A

Annual Cost		
DESCRIPTION OF SERVICES	Unit Cost	Total Cost
Licensing and Support: Designate method (per user, transaction volumes, etc.). If graduated method, provide scale. List available support level options and costs. Support costs included in 1 st year and subsequent years: <ul style="list-style-type: none"> ▪ Laserfiche Avante Server ▪ (5) Primary Users for Accounts Payable Module ▪ (10) Primary Users for optional HR/Payroll Module ▪ (5) Primary Users for optional Finance Module ▪ General User licenses (Public Portal-10 concurrent) ▪ Laserfiche Connector - 20 Users ▪ Laserfiche Import Agent 	\$ 1,000.00 \$ 120.00 \$ 120.00 \$ 120.00 \$ 3,000.00 \$ 5.00 \$ 390.00	\$ 1,000.00 \$ 600.00 \$ 1,200.00 \$ 600.00 \$ 3,000.00 \$ 100.00 \$ 390.00
Support/Licensing Costs for year 2 and on: <ul style="list-style-type: none"> ▪ PSICapture Enterprise - Table Extraction Level 3 Bundle (Up to 200K images per year), Quad Core OCR - 12 Month Term ▪ PSICapture Enterprise - Table Extraction Level 0 (ZERO VOLUME) Bundle including Quad Core OCR - 12 Month Term ▪ TEST License - Table Extraction Bundle plus ICR - Limited to 12,000 images/year - 12 Month Term 	\$ 4,920.00 \$ 6,600.00 \$ 1,750.00	\$ 4,920.00 \$6,600.00 \$ 1,750.00
Overall Base Cost (Without Value Added Options)		\$ 109,305.00
Includes Option 2		\$ 113,805.00
Overall Total Cost (With Value Added Options)		\$

Provide details of what is included in the total cost listed above. Travel and incidentals should be included in the total cost.

Laserfiche Solution:

- Laserfiche Avante Server for MS SQL with Workflow
- 20 Laserfiche Named Full User w/ Web Access, Snapshot, and Email
- Laserfiche Connector

- Laserfiche Starter Public Portal (10 retrieval user licenses)
- Laserfiche Import Agent
- Annual Laserfiche Support for all modules
- 6 days for ECS Project Management
- 9 days for ECS Install, Configuration, Consulting, & Project Management, and Testing
- 3 days for ECS Training

Psigen Advanced Capture Solution:

- PSIsapture Enterprise - Table Extraction Level 3 Bundle (**Up to 200K images per year**), Quad Core OCR - 12 Month Term
- PSIsapture Enterprise - Table Extraction Level 0 (ZERO VOLUME) Bundle including Quad Core OCR - 12 Month Term
- TEST License - Table Extraction Bundle plus ICR - **Limited to 12,000 images/year** - 12 Month Term
- Professional Services (per 8 hour day, 1/2 day minimum) - to be used for configuration and/or deployment
- PSIsapture & PSIfusion Onsite Technical Training Class - 8 hour day (T&E additional) - 3 days
- Travel expenses

Please provide the 2nd and 3rd year maintenance fees and describe how annual cost will be determined within subsequent years beyond what has been provided above. In addition, please provide an explanation of how the cost will be calculated and if the annual cost will be based off of the number of users or will be based off of a different set of criteria.

Year 2: Laserfiche - \$6,890.00, Psigen - \$13,270.00, Total - \$20,160.00

Year 3: Laserfiche - \$6,890.00, Psigen - \$13,270.00, Total - \$20,160.00

NOTE: ECS Imaging will act as the billing agent for both systems.

Any additional information you would like OCFA to consider.


Estimated time to complete project:

18 Total Days — Not consecutive days

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.

ECS Cost Proposal

Laserfiche Avante Solution



ECS Imaging Inc.

Your World Class Laserfiche Provider

ECS Imaging, Inc.

5905 Brockton Ave, Suite C

Riverside CA, 92506

Phone: 951-787-8768

Fax: 951-787-0831

www.ecsimaging.com

Software					
Avante includes Workflow and Forms Essentials					
SKU	Description	Unit Price	Quantity	Line Total	
MSE30	Laserfiche Avante Server for MS SQL with Workflow	\$ 5,000.00	1	\$ 5,000.00	
MNF16	Laserfiche Named Full User w/Web Access, Snapshot, and Email	\$ 600.00	20	\$ 12,000.00	
MCNC16	Laserfiche Connector	\$ 25.00	20	\$ 500.00	
MPP1	Laserfiche Starter Public Portal (10 retrieval user licenses)	\$ 15,000.00	1	\$ 15,000.00	
MCA01	Laserfiche Import Agent	\$ 1,495.00	1	\$ 1,495.00	
				Software Subtotal	\$ 33,995.00
Annual Maintenance and Licensing					
SKU	Description	Unit Price	Quantity	Line Total	
MSE30B	Laserfiche Avante Server for MS SQL with Workflow LSAP	\$ 1,000.00	1	\$ 1,000.00	
MNF16B	Laserfiche Named Full User w/Web Access, Snapshot, & Email LSAP	\$ 120.00	20	\$ 2,400.00	
MTKCON16B	Laserfiche Connector LSAP	\$ 5.00	20	\$ 100.00	
MPP1B	Laserfiche Starter Public Portal (10 retrieval user licenses) LSAP	\$ 3,000.00	1	\$ 3,000.00	
MCA01B	Laserfiche Import Agent LSAP	\$ 390.00	1	\$ 390.00	
				Annual Maintenance Subtotal	\$ 6,890.00
Professional Services					
SKU	Description	Rate	Quantity	Line Total	
ECSPM	ECS Project Management	\$ 1,800.00	6.00	\$ 10,800.00	
ECSCI	ECS Install, Configuration, Consulting, & Project Management	\$ 1,800.00	9.00	\$ 16,200.00	
ECST	ECS Training Services	\$ 1,800.00	3.00	\$ 5,400.00	
				Professional Services Subtotal	\$ 32,400.00
			Subtotal	\$ 73,285.00	
Tax Rate		Software Only (Download Only)	0.000%	Tax	\$ -
Software is only available via download and is not subject to CA sales tax				Shipping	\$ -
				Total	\$ 73,285.00

Psigen Advance Capture Solution

Psigen Software Description	Cost
PSIcapture Enterprise - Table Extraction Level 3 Bundle (Up to 200K images per year), Quad Core OCR - 12 Month Term	\$ 4,920.00
PSIcapture Enterprise - Table Extraction Level 0 (ZERO VOLUME) Bundle including Quad Core OCR - 12 Month Term	\$ 6,600.00
TEST License - Table Extraction Bundle plus ICR - Limited to 12,000 images/year - 12 Month Term	\$ 1,750.00
Professional Services (per 8 hour day, 1/2 day minimum) - to be used for configuration and/or deployment	\$ 9,750.00
PSIcapture & PSIfusion Onsite Technical Training Class - 8 hour day (T&E additional) - 3 days	\$ 9,000.00
Travel expenses	\$ 4,000.00
TOTAL	\$36,020.00

W-9 Form

<p>Form W-9 Rev. August 2013 Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
<p>Name (as shown on your income tax return) ECS Imaging, Inc. Business name disregarded entity name, if different from above</p>		
<p>Print or type See Specific Instructions on page 2</p>	<p>Check appropriate box for federal tax classification:</p> <p><input type="checkbox"/> Individual sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Exemption from FATCA reporting code (if any)</p> <p><input type="checkbox"/> Other (see instructions) Exempt payee code (if any)</p>	
	<p>Address (number, street, and apt. or suite no.) 6905 Brockton Ave., Suite C City, state, and ZIP code Riverside, CA 92508 (Add account number(s) here, if not used)</p>	
	<p>Requester's name and address (optional)</p>	
	<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on this "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.</p> <p>Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>	
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.</p>		
<p>Sign Here Signature of U.S. person Date October 12, 2017</p>		
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. The IRS has created a page on IRS.gov for information about Form W-9. At www.irs.gov/w9, information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.</p> <p>Purpose of Form</p> <p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you; payments made to you in settlement of payment card and third party network transactions; real estate tax payments; mortgage interest you paid; acquisition or abandonment of secured property; cancellation of debt; or contributions you made to an IRA.</p> <p>Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> 1. Certify that the TIN you are giving is correct if you are waiting for a number to be issued; 2. Certify that you are not subject to backup withholding; or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any), indicating that you are exempt from the FATCA reporting, is correct. <p>Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p>Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> • An individual who is a U.S. citizen or U.S. resident alien; • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; • An estate (other than a foreign estate); or • A domestic trust (as defined in Regulations section 301.7701-7). <p>Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.</p>		

Cat. No. 10291X

Form W-9 (Rev. 8-2013)

Appendix E – Certification of Proposal

In responding to RFP R02295 for AP Workflow/ERP Integrated Document Imaging Solution, the undersigned Offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. **If there are any exceptions they must be stated in an attachment included with the offer.**

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. **The Offeror has submitted the Party, Participant and Agent Disclosure Form if applicable.**
- 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 Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

ECS Imaging, Inc.

Name of Firm

5905 Brockton Ave., Suite C,

Address

Riverside

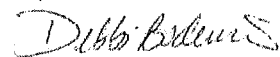
City

CA

State

92506

Zip



Signature of Person Authorized to Sign

July 10, 2018

Date

Debbi Bodewin

Printed Name

Executive Vice President

Title

Party Participation and Agent Disclosure Forms

ECS Imaging has made no Campaign Contributions

Laserfiche Product Descriptions

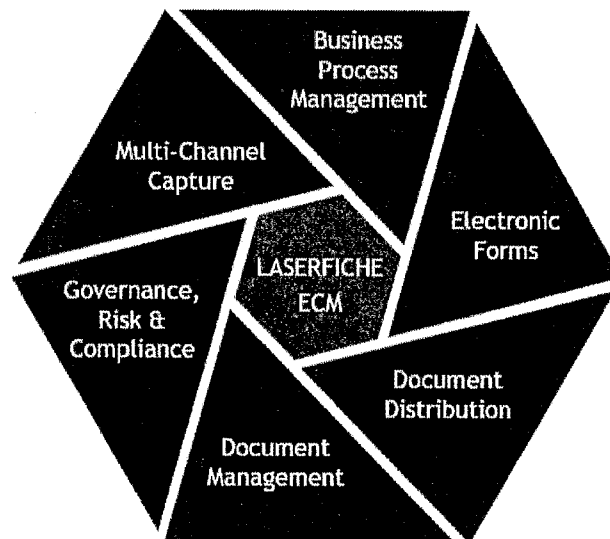
Laserfiche Avante:

Laserfiche Avante utilizes Named User Licensing that follows a slightly more al-la-cart approach than other Laserfiche licensing models. For implementation of 1 to 100 users Avante can be great choice. The following features are standard with the Laserfiche Avante System installation:

- Web Client
- Workflow
- Email, Snapshot, and PhotoDocs
- MS Office and SharePoint Integration
- Mobile
- Forms Essentials
- Web Administration Console

Laserfiche Server is an extremely efficient and robust application that creates a very small network footprint yet can scale to support thousands of users, multiple databases, and an abundance of information. The base server is a security gateway to the suite of Laserfiche products.

Images and OCR text are stored as TIFF documents and ASCII files (Group IV Compression) to guarantee document integrity as well as future availability. Laserfiche is optimized for Microsoft SQL Server database platform. Metadata information is stored within the database server to allow for scalable quick access. Since Laserfiche utilizes Microsoft SQL database as its backend, it is fully ODBC compliant, meaning it can communicate with most any standard data source. The Oracle version of Laserfiche is available at an additional cost.



Security - Laserfiche security provides fine control of user actions within the repository and what level of information they can access. Users can be authenticated to Laserfiche through username and password or through Windows Authentication (Microsoft Active Directory) and/or LDAP. To make security rights management most efficient, it is recommended that security profiles be created at the group level and all groups be tied to Windows groups through Active Directory. This strategy will automatically provide appropriate access to new users who are added to the domain and will remove access from users as soon as their network login is deactivated.

Laserfiche security can be divided into Feature Rights, Access Rights, Permissions and Tags. **Feature rights** make up the actions a user can take as part of their global security profiles, while **Access Rights** allow those actions to be fine-tuned based on the type of object to which rights are assigned. Access Rights control user access to folder structures, documents, document annotations, volumes and metadata. **Permissions** provide the ability to distribute administrative functions without providing system-administrator level access. **Security tags** are a way of dynamically assigning security to documents. Tags are user definable and represent the sensitivity level of the documents to which they are assigned. The access level of users is determined by the tags to which they have been granted access.

Access Rights

ProposalRepository\Proposal Documents_RFP-FSSD-Records_Management_v3_Final

Access Rights

Effective Rights

Select another trustee:

Current Connection

Right	Granted
Browse	<input checked="" type="checkbox"/>
Read	<input checked="" type="checkbox"/>
Modify Contents	<input checked="" type="checkbox"/>
Append Data	<input checked="" type="checkbox"/>
Delete Entry	<input checked="" type="checkbox"/>
Rename	<input checked="" type="checkbox"/>
Delete Document Pages	<input checked="" type="checkbox"/>
See Annotations	<input checked="" type="checkbox"/>
Annotate	<input checked="" type="checkbox"/>
See Through Redactions	<input checked="" type="checkbox"/>
Write Metadata	<input checked="" type="checkbox"/>
Create Documents	<input checked="" type="checkbox"/>
Create Folders	<input checked="" type="checkbox"/>

Learn more

Cancel

Access Rights - Showing Effective Rights Tab

Encryption can be enabled for content in transit and at rest. Content in transit can be encrypted by leveraging Secure Socket Layer (SSL) and Transport Layer Security (TLS), which are cryptographic protocols used to encrypt and secure communications. Additionally, you can encrypt files in Laserfiche at rest, using Laserfiche's built in (AES-128, AES-192, or AES-256) volume encryption option.

Document Viewer - Laserfiche has an easy to use document viewer that allows for flexible, user-configurable display of index fields, document properties, predefined tasks, page thumbnails, document notes, and toolbars. The viewer also allows for single-page viewing with multiple options for zooming in and out. Users can easily select preset page region views that can be both system and user-defined. Automated zooming allows the document viewer to auto-position the view of newly opened pages based on the document type.

The screenshot displays the ECS Imaging Inc. Document Viewer interface. The main window shows an "Expense Report" document. The document content includes:

- Employee Name:** Billy Joe
- Employee ID:** 1234 (Note: Only the last 4 digits are necessary)
- Pay Period End Date:** 4/24/2014
- Mileage:**

Date	Starting Address	Ending Address	Total Mileage (1)
4/24/2014	ECS Office	Chino Valley Fire District	30
- Expenses:**

Date	Expense Category	Amount	Receipt Image
04/24/2014	Hotel/Lodging	\$ 100	receipt.jpg 3.69KB
- File Upload:**
- Comments:** 250 characters max limit

The right sidebar contains the following sections:

- Metadata:** Template (Expense Report (2)), Name (Billy Joe), Pay Period End Date (4/24/2014), Total (115), Comments.
- Fields:** Add/remove fields, Employee ID.

The top of the interface shows a search bar, display options, and a user profile (SuperAdmin).

Web Access – Document Viewer Showing Thumbnails, Image, and Document Template Panes

Search Options - Laserfiche allows users to search for entries based on almost any property of the entry, from entry names and document text to metadata and creation date. For users, all searches are available in a single cohesive search interface. You'll benefit from a multitude of powerful search methodologies, including

- Full-text, metadata, annotation or folder/file tree search.
- Search through spelling variations or misread OCR text with "fuzzy logic" tools.
- Save and load common searches.
- Copy text, pages or even entire documents from the Search Results pane.
- Speed searching through the repository with a **Quick Search** button from your toolbar.

Document Management Overview		
Within current folder		
<input checked="" type="checkbox"/> Document text	Relev	Pages
<input checked="" type="checkbox"/> All fields	95	1
Entry names		
Annotation text	79	2
Manage custom quick search	74	3
PDF 101c 4 - Information	91	4

Advanced search syntax gives you more flexibility when specifying the type of search to be performed. Although it is possible to perform most searches without using advanced search syntax, it is useful because it can be used to perform combination and Boolean searches. Advanced search syntax can also be used to refine search results when too many documents are returned.

Search

Save Load

Customize Search

☒ Common
Business Process
Date
Digital Signature
Electronic Document
Field
ID
Link
Name
Pages
Tag
Text
User
Version
☒ Within Folder
Within Volume
Search Syntax

Close

Search

Save Load

Customize Search

Records Management Search

☒ Common
Search terms:

Search within:
☒ Document Text ☒ All Fields
☐ Entry Names ☐ Annotation Text

☒ Within Folder
Limit search results to:
☐ Current folder: ProposalRepository\
☒ Selected folders:
within ☒ ProposalRepository\
Add Reset

☒ Include subfolders

Search Refine results Reset

Customize Search Options

Search Results - When you have performed a search, the results of your search will be displayed in the Contents Pane. If your search was a full-text search, or an annotation text search, the **Context Hits** pane will appear in the bottom half of the Contents Pane. A context hit is a selection of the text surrounding the search term, providing you information about the context in which that term was found. Double clicking on an item in the Context Hits pane opens the document to the page where the search term appears.

The screenshot displays the Laserfiche Document Management Overview interface. The top navigation bar includes 'Laserfiche', 'Document Management Overview', 'Advanced', 'Display Options', and 'SuperAdmin'. The main content area is titled 'Search Results' and shows '10 entries (1 selected)'. On the left, there's a 'Search Summary' section with filters for 'Common', 'Document text', 'All fields', 'Entry names', and 'Annotation text'. The central table lists search results with columns for Name, Hit, Relev, Pages, Company, Invoice Nu..., and PO Nu... The first entry is 'Document Management Overview' with 705 hits and 1 page. Below the table, 'Context Hits' are shown for the selected document, listing page numbers and relevant text snippets. On the right, a 'Document Management Overview' sidebar shows metadata fields like Template, Tags, Links, Versions, Modified, Signatures, Folder path, MIME type, and File path.

Name	Hit	Relev	Pages	Company	Invoice Nu...	PO Nu...
Document Management Overview	705	1	46			
MID-RFP-2015-07 Electron...	179	2	25			
CADA RFP for Document S...	174	3				
GSD2016-1_Enterprise C...	81	4	12			
60-690-16-13161_ECM_RFP	455	5	120			
ECM RFP Final	133	6	64			
09_18_2015_Inviting Infor...	37	7	13			
Minutes 04-15-2011	15	8	12			
_RFP-ESSD-Records_Man...	17	9	27			
Minutes 03-04-2011	16	10	11			

Context Hits (705)

- Pg. 1 Document Management Overview A guide to the benefits, technology and implement...
- Pg. 1 Document Management Overview A guide to the benefits, technology and implement...
- Pg. 1 sentials of digital document management solutions I Run Smarter' Laserfiche
- Pg. 1 of digital document management solutions I Run Smarter' Laserfiche Orig
- Pg. 2 inally published as Document Imaging in the New Millennium ©2000 Compulink Mana

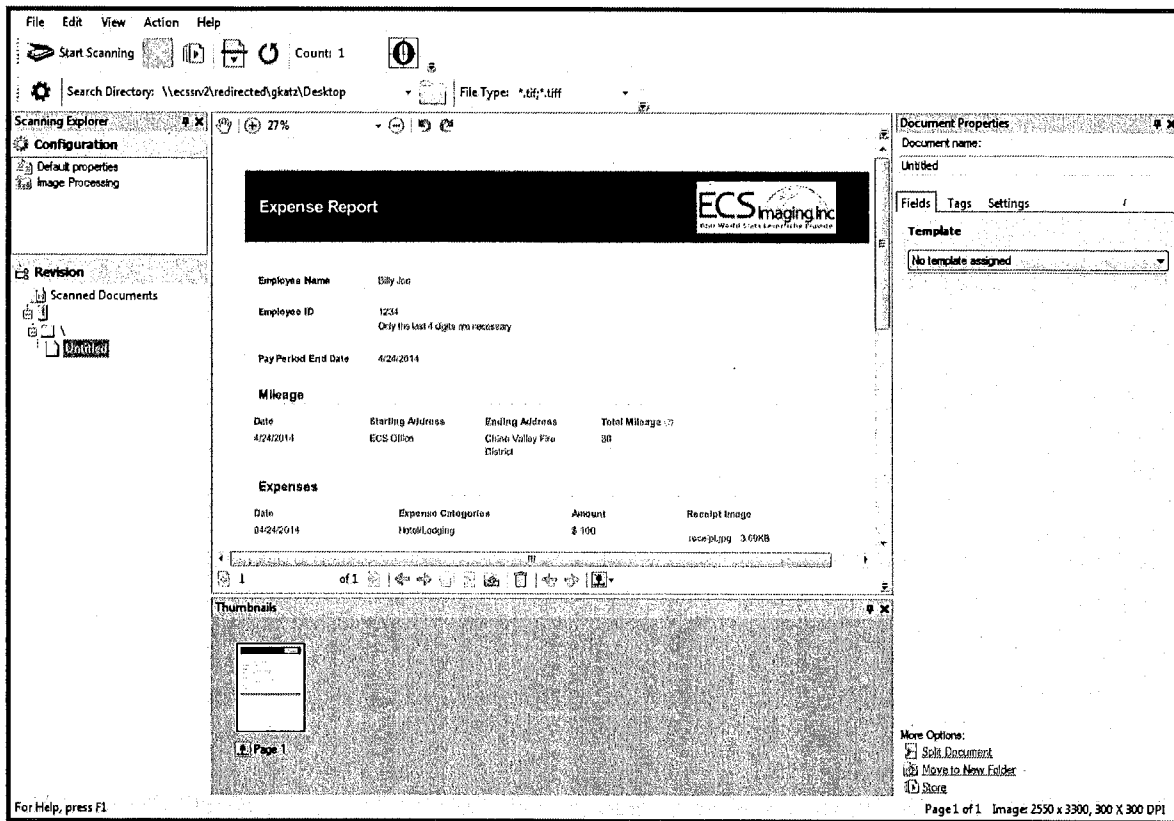
Document Management Overview Metadata:

- Template: Laserfiche Documents
- Tags: Edit
- Links: Details
- Versions: Start tracking versions
- Modified: SuperAdmin 2/14/2013 6:18 PM
- Signatures: Sign
- Folder path: General Documents
- MIME type: application/pdf
- File path: e00000000000000000.pdf

Search Results with Context Hits

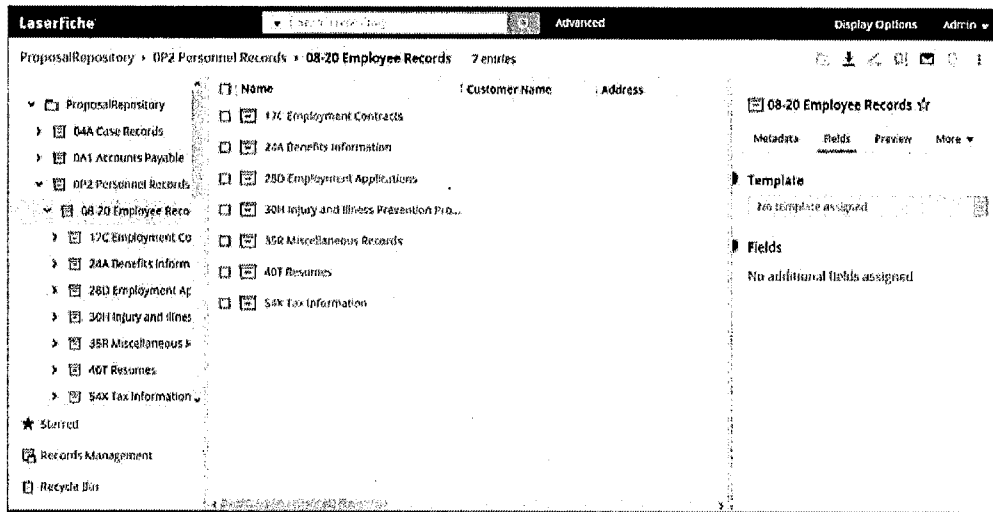
Scanning Interface - Laserfiche has a built in scanning interface to both the Desktop Client and Web Client. Scanning may be done on your local network directly to the server or scan remotely with the Web Client directly to Laserfiche from outside facilities. You may scan pages as either a document or as a batch. If all the pages you are scanning belong together in one document, scan the pages as a document. If the pages will be divided up into various documents, scan the pages as a batch. Batches make it easy to scan large numbers of pages at once while utilizing the optimum speed of the scanner, and then organize the information at a later time and even by a different user or workstation.

Laserfiche works with most common scanning drivers and supports scanner features such as multiple image resolutions, paper size, color scanning, duplex scanning and automatic document feeders. It is able to display images as they are scanned so that the operator can visually verify image acceptability. The system will automatically collate a stack of double-sided pages even if only a single sided scanner is used.

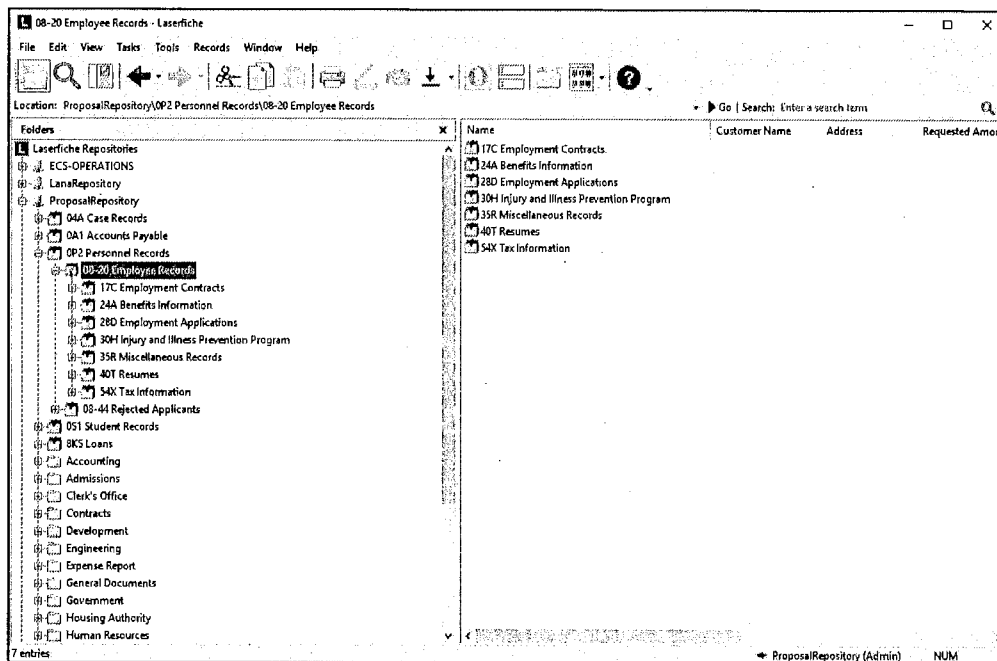


Document Scanning Interface

Laserfiche Web-Client - Laserfiche offers both a web client and a desktop client. With the web client, staff can search, retrieve, and work on documents within the Laserfiche repository through their web browser (intranet or internet). Web client also includes the ability to scan, index, annotate and move documents via browser access. With web client full security is maintained protecting your documents at all times. Since web client is accessed through a web browser, you can log in to your repository from anywhere and still view and work with the same repository contents.



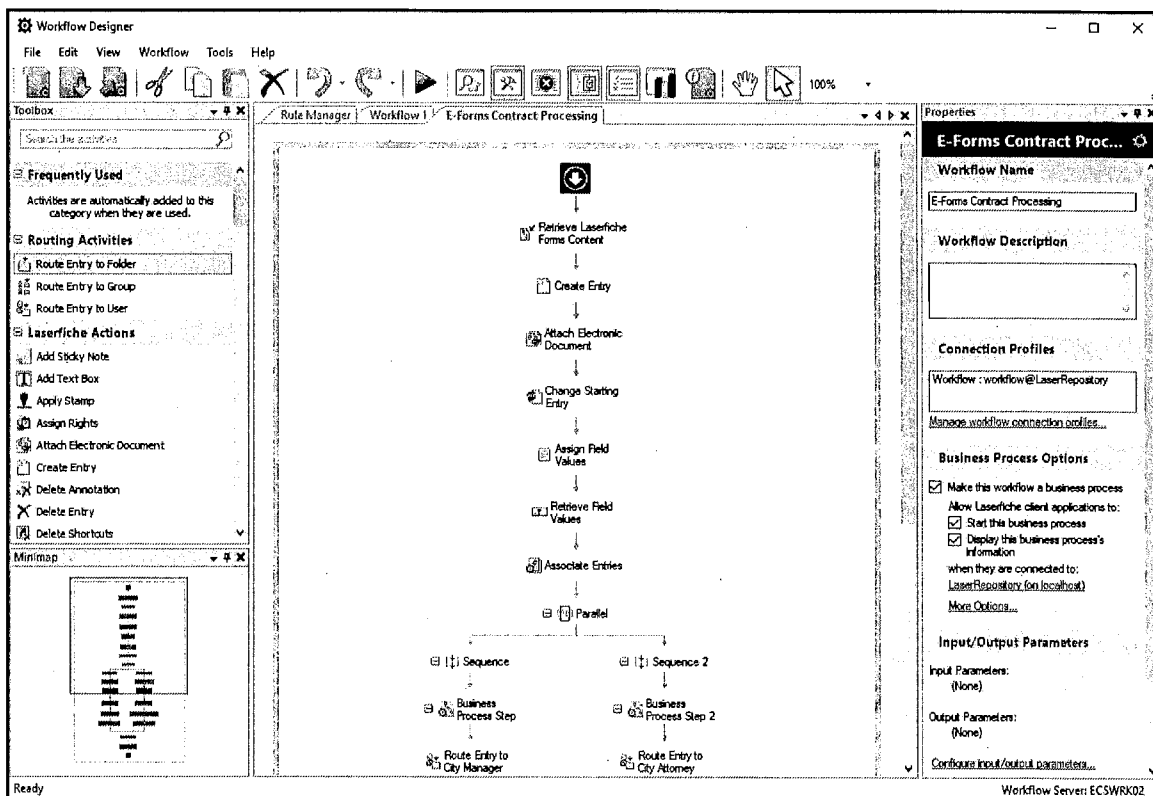
Laserfiche Web Client



Laserfiche Windows Client

Laserfiche Workflow - Workflow is a powerful business process automation tool that improves productivity, provides rule-based routing, email notifications, activity monitoring and built-in reporting. It allows you to create repeatable processes that are built in the Workflow Designer to interact with entries (files) in the Laserfiche repository. A Workflow pattern can be easily designed to automate nearly any manual business process. Processes can be designed and created with simple click and drag functionality and can be triggered by numerous items both inside and outside of Laserfiche.

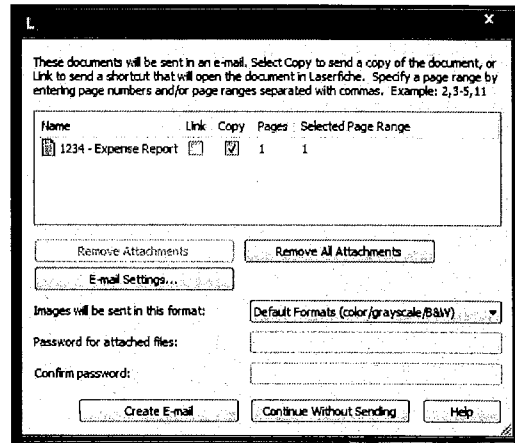
- More than 150 built-in activities help you create workflows quickly.
- Pre-built process templates for common process such as contract management, new hire onboarding, accounts payable, expense reports, public records requests, and more (process templates require minimal configuration).
- Route documents for review and approval, and when new content is created.
- Review and approve submitted forms from a tablet, smartphone, web browser, or email.
- Automatically send email notifications when content is created, edited, or deleted.
- Rename and file documents in the correct folder automatically on import.
- Display documents and required actions at various stages of a process.
- Improve performance by monitoring and analyzing how long each process takes to run and which steps took the longest to complete.
- Track where documents are in the process and who is working on them.
- View a full history of all business process steps related to a document.
- Update and modify Word documents, extract information from Forms and launch a Laserfiche Forms process from a workflow.
- Integrate with other business applications to run processes such as updating metadata from information stored in an external database.



Laserfiche Workflow Designer (E-Forms Contract Processing)

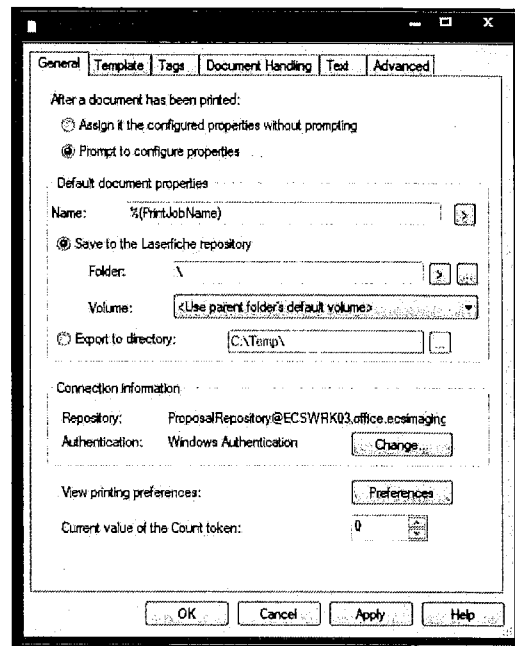
Laserfiche Email - Allows users to send documents stored in the Laserfiche repository to internal and external recipients.

- Allows users to share documents with people who do not have access to Laserfiche.
- Select whether or not to include markup such as annotations, stamps, redactions, etc.
- Email specific pages of a document, the entire document, or multiple documents as an attachment.
- Or email a link to the document to licensed Laserfiche users, when a Laserfiche user receives the email they can click on the link and the document will open in the Laserfiche Viewer.



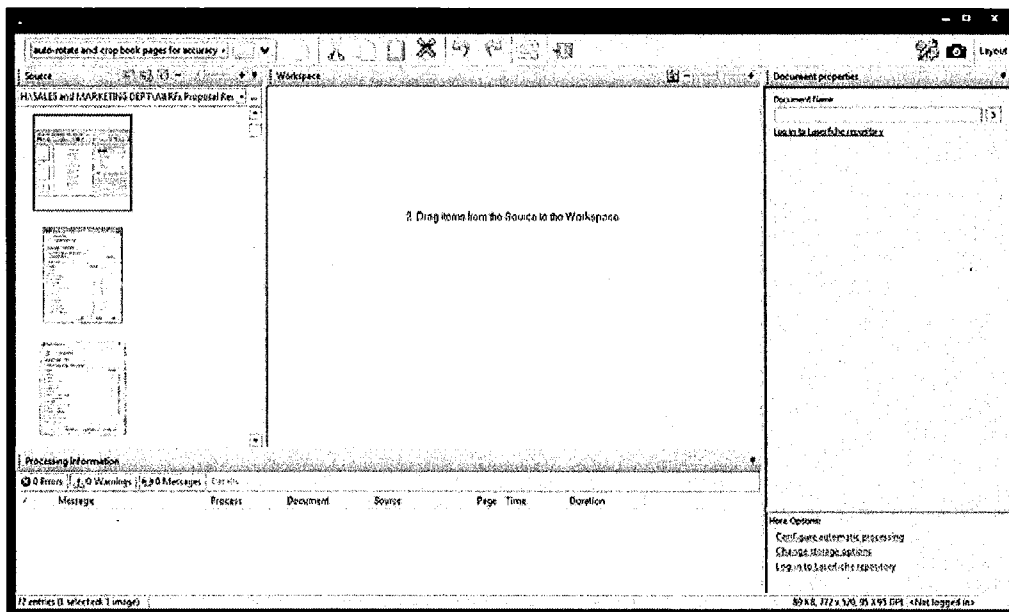
Laserfiche Snapshot - Converts electronic documents into TIFF images and imports them into your digital repository.

- Functions like a standard Windows print driver and can process nearly any electronic document.
- Import Microsoft Word and Adobe PDF files, Web pages, CAD maps, audio and video files, and more.
- Options allow users to specify page orientation, resolution, color depth, and other properties.
- Snapshot dialogue box allows users to configure what folder to store the document in and what metadata you want to assign for each page.



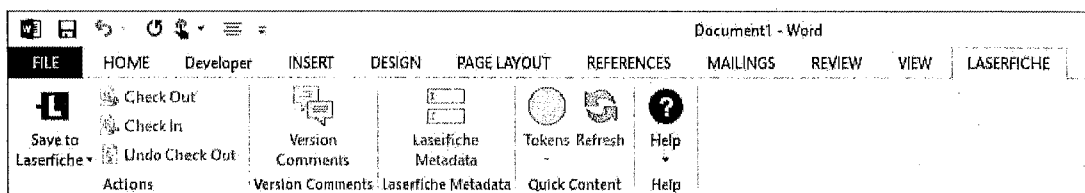
Laserfiche PhotoDocs - Laserfiche PhotoDocs is a tool that enables you to use a digital camera to capture printed text documents and transform them into a digital, searchable format in Laserfiche. You can use PhotoDocs in situations where a scanner might be unavailable or difficult to use, such as:

- Capturing documents when you are away from your office and do not have access to a scanner
- Capturing documents that might not fit into a standard scanner or cannot be removed from their location for scanning, such as book pages or posters.



Laserfiche PhotoDocs Interface

MS Office Integration - Office Integration is a Laserfiche component that allows users to take advantage of Laserfiche features when working with Microsoft Word documents, Excel spreadsheets, PowerPoint presentations, and Outlook messages in their native Microsoft Office applications. With Office Integration, you can quickly save files to Laserfiche directly from Office applications, update Office documents already in your repository and easily attached Laserfiche documents to MS Outlook e-mails.

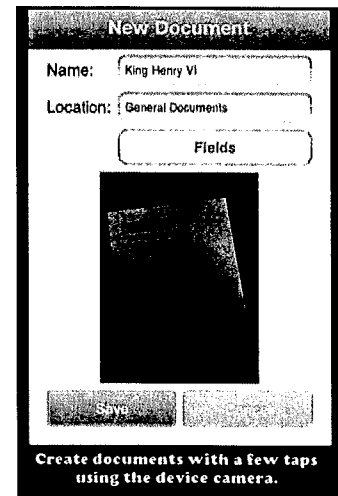


Save Files Directly to Laserfiche in Office Applications

SharePoint Integration - With the Laserfiche and SharePoint Integration components included with Laserfiche Web Access, documents can be easily accessed from Microsoft® SharePoint®. List any part of your Laserfiche repository on a SharePoint page. Scan directly to a Laserfiche folder, right from your SharePoint site. Retrieve Laserfiche documents or folders using the SharePoint search box.

Laserfiche Mobile - The Laserfiche mobile app (available with the Web Client) allows you to capture, upload, and securely access and work with documents in and outside your Laserfiche repository. Users can download the Mobile app from Google Play or iTunes App Store. With the Laserfiche Mobil app you can:

- Browse for documents in a folder structure.
- Search the entire repository or a specific folder.
- Create, copy, move, rename, sign, download, print, and delete documents.
- Modify document fields.
- View annotations.
- Submit and approve forms.
- Start and view business processes.



Laserfiche Forms Essentials - Forms Essentials offers the core features including mapping out processes, designing forms, and basic reporting capabilities.

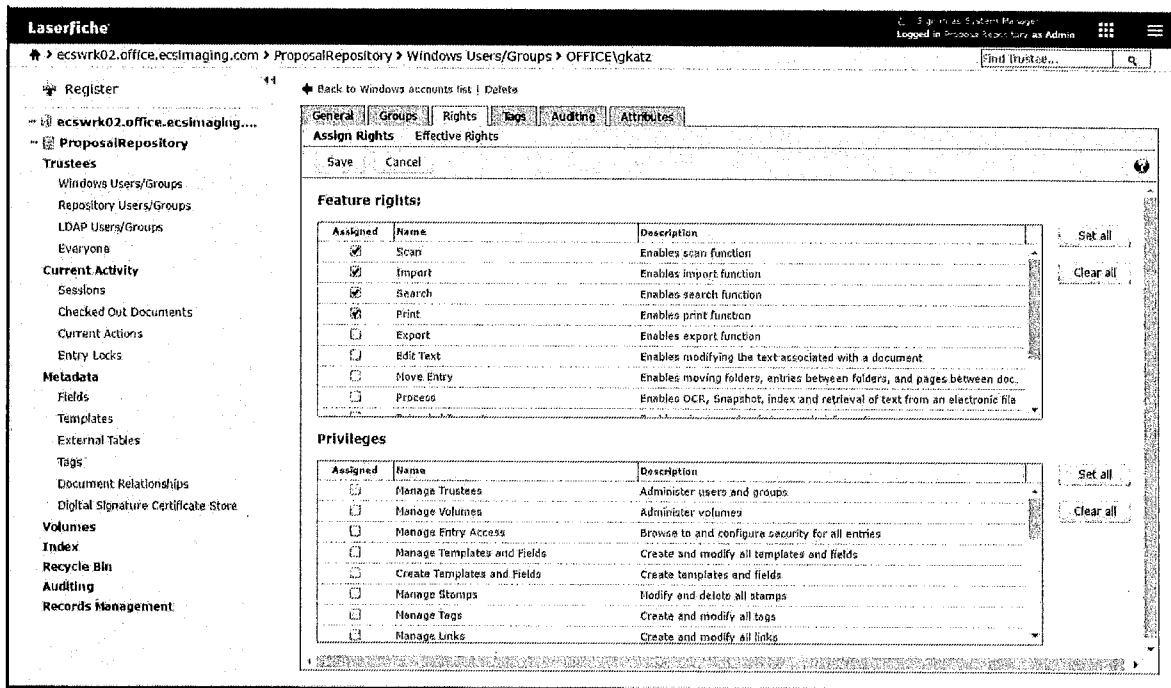
- Build Forms and business processes
- View an operational dashboard to quickly and easily view information on a process
- View reports on process instances, tasks, and process data
- Organize and route tasks to other users
- Direct approval through email

Feature	Forms Essentials	Forms Professional
Business process and form creation functionality*	✓	✓
Operational Dashboard	✓	✓
View basic reports on process instances, tasks, and process data	✓	✓
Teams	✓	✓
Direct Approval through Email	✓	✓
Database Lookups		✓
Performance Dashboard		✓
Enhanced reporting with built-in data aggregation options such as count, sum, min, max, average, and median		✓
Create advanced reports with data visualizations including charts and graphs		✓
Payment Gateway		✓

*Includes JavaScript/CSS, field rules, and form themes

Laserfiche Web Administration Console - The Laserfiche Web Administration Console is an administrative tool that provides secure access to your Laserfiche repository for authorized users via an Internet browser. Administrators can work in their repositories from anywhere, including remote sites, client computers, and even mobile devices, easily and securely. Here are just some of the actions that can be performed from the Admin Console:

- Manage Users and Groups
- Manage Volumes, Templates, and Fields
- Manage Security Profiles
- Manage Repository Options, and much more



Laserfiche Starter Public Portal - Laserfiche WebLink is a user-friendly public portal site for providing read-only Internet access to documents. It can be configured to show searches and links that quickly guide users to what they are looking for. It also can display a visual style that matches your existing Web site. You can access the information you need from anywhere in your office or even from a remote location. It serves as an intermediary between a Web server and a Laserfiche server and incorporates robust security measures, giving you complete control over access permissions, distribution, and user logins.

Laserfiche Connector - Integrate Laserfiche with third party software applications in minutes without programming. Laserfiche Connector provides a streamlined experience for integrating Laserfiche with line of business applications such as CRM and ERP systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded icons.

Laserfiche Connector allows you to:

- Searching the Laserfiche repository based on fields from third-party applications such as CRM and ERP systems. Both basic and advanced searching is supported. If only one result is found, the document will automatically open in the Laserfiche Client, Laserfiche Web Access or Laserfiche WebLink.
- Launching Laserfiche Scanning and automatically populating metadata for the scanned documents with information from a third-party application.
- Connecting two applications by allowing one of them to start the other (including the ability to pass parameters between them).
- Choosing whether any of the above actions are activated from a keyboard shortcut, a button embedded in the application's title bar, or both.

Laserfiche Import Agent - Import Agent can automatically retrieve files stored in a Windows folder and import them into a Laserfiche repository allowing numerous image capture devices (multi-function copier/scanners, network fax server, etc.) to work with Laserfiche. Automatically assign user-defined document templates, auto-populate index fields and create unique document names. You can also schedule Import Agent to import documents during off-peak hours.

Optional Laserfiche Software Modules

Laserfiche Advanced Audit Trail - Audit Trail enables you to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations, but also contributes to the security of the Laserfiche repository.

Laserfiche offers three modules that monitor varying events in the Laserfiche repository: Starter Edition, Standard Edition, and Advanced Edition. The Advanced Edition is included with your Laserfiche Rio system. Laserfiche Advanced Audit Trail tracks the following events:

- Login and logout.
- Creating, editing, printing or deleting documents.
- Creating, editing or deleting templates, fields and annotations.
- Adding security tags.
- Exporting documents, volumes or briefcases.
- Sending document to the Recycle Bin.
- Granting or revoking login rights for Windows accounts.
- Adding or removing users from Laserfiche groups.
- Modifications to access rights.
- Modifications to repository-wide settings.
- The creation, modification or deletion of users and groups.
- Password changes.
- Track all searches users perform
- Require users to enter reasons for performing specific actions
- Automatically add watermarks to printed or exported documents.

Laserfiche Audit Trail Reporting OFFICEgalt

< Back Available Data: 30 days ago - Now Save Timezone: Local browser time (US/Pacific)

Event Types

- ☒ Account
- ☐ Annotation
- ☐ Auditing
- ☐ Custom Audit Event
- ☐ Electronic Data
- ☐ Entry
- ☐ Export and Print
- ☐ LDAP Event
- ☐ Metadata
- ☐ Page
- ☐ Privileged Operations
- ☐ Records Management Actions
- ☐ Records Management File Plan
- ☐ Search
- ☐ Session
- ☐ View Content

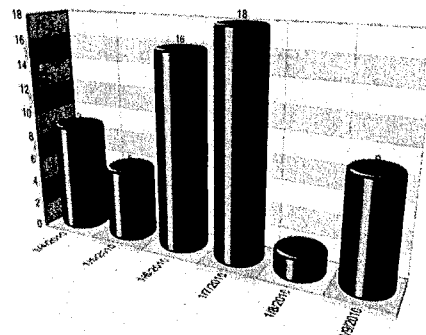
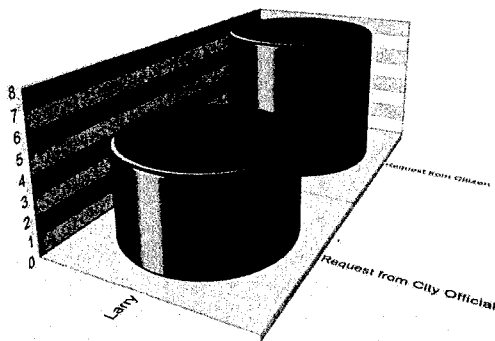
Event Filters Add Filter

There are no criteria set

Grid Chart Refresh

Event time	Event type	Succeeded?	Host name	Application name	Login name
3/14/2016 12:01:31 AM	Log On	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:01:31 AM	Log Off	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:01:31 AM	Log On	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:01:31 AM	Log Off	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:01:31 AM	Log On	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:01:31 AM	Log Off	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:06:31 AM	Log On	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:06:31 AM	Log Off	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:06:31 AM	Log On	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:06:31 AM	Log Off	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:11:31 AM	Log On	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:11:31 AM	Log Off	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:11:31 AM	Log On	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:11:31 AM	Log Off	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:11:31 AM	Log On	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:11:31 AM	Log Off	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:16:31 AM	Log On	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin
3/14/2016 12:16:31 AM	Log Off	true	ECSWRK03.office.ecsimaging...	Laserfiche Audit Service 10 (LP)	SuperAdmin

Laserfiche Audit Trail Reporting is a Web application that enables you to view, filter, and export audit data stored in binary log files. You can create reports to analyze audit data, view the information as a chart, filter it to include only the information relevant to you, and export the data for use in spreadsheet programs such as Microsoft Excel. You can also save reports for future use.

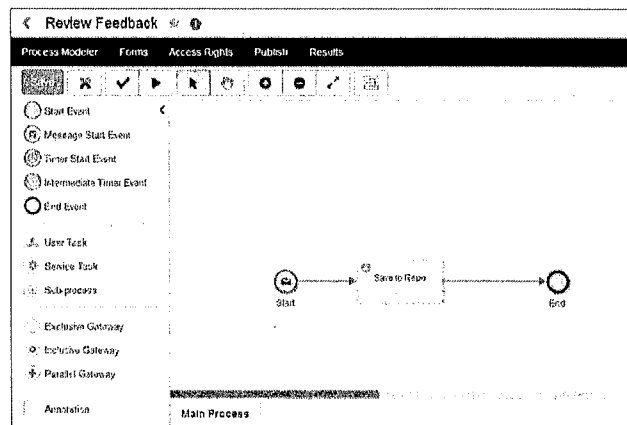


Laserfiche Digital Signatures - Digital Signatures gives users the ability to automatically sign and validate documents as they are created, reviewed and archived without leaving the Laserfiche environment. Digital signatures are a form of electronic signatures that act like a digital notary to your electronic assets, allowing you to verify the condition of your documents for the duration of their lifecycle.

Laserfiche Forms Professional - Build web forms in minutes. Laserfiche Forms allows you to easily and quickly create electronic fillable forms with simple drag and drop that can be published on intranets or public websites with no coding or scripting required. Capture information and process it quickly to ensure information is accessible to authorized employees throughout your organization.

Laserfiche Forms is a Laserfiche module that eliminates paper forms, accelerates review and approvals, increases transparency, and automates forms-based processes. Forms reduces processing time by automating routing and notifications while enabling simultaneous review by multiple users. By providing analytics like dashboards and centralized task lists, Forms makes it easy to identify any bottlenecks in the process. The Business Process Library provides prebuilt forms and process diagrams for a variety of common business processes to fast track the implementation.

Forms Designer



Process Modeler

- Choose from a wide variety of fields, checkboxes, drop-down, database lookups, and geo-tag locations to collect the exact information in the precise format needed.
- Hide or display fields based on selections made in other fields.
- Include required fields so forms will not be submitted with incomplete information.

- Customize the layout of your form with editable fonts, colors, backgrounds, and uploaded images.
- Automatically pull data from primary applications to prepopulate fields such as name, address, and phone number reducing the need to rekey or manually validate information.
- Maintain a record of the submitted information by saving the form to your repository as a TIFF or PDF.
- Automate form routing for processes such as review and approval with the Forms business process modeler.
- Easily approve or deny forms via simple email reply.
- Ensure tasks are completed by organizing and prioritizing user tasks with customized task categorizing.
- Use Timer Event functions that launch processes on a set schedule or after a specific period of time, and reroute a workflow when a deadline has passed.
- Create reports showing the current status and progress of each process.
- Implement secure features such as Digital Signature boxes, Captchas and Payment Gateways.

The screenshot displays the 'New Forms Process' window in Laserfiche Forms Designer. The interface includes a top navigation bar with 'New Forms Process', 'View', and 'SuperAdmin'. Below this is a 'Proposal Form' header with tabs for 'Layout', 'Field Rules', 'Lookup Rules', 'Themes', and 'CSS and JavaScript'. A left sidebar lists various form fields and components: Single Line, Multi-line, Radio Button, Checkbox, Drop-down, File Upload, Address, Number, Email, Date, Currency, Signature, Geolocation, Custom HTML, Section, and Collection. The main workspace shows a 'New Proposal Request' form with fields for 'Proposal Name *', 'Organization Name', 'Due Date *', 'Submit to Address' (including Street Address, Address Line 2, City, Postal / Zip Code, State / Province / Region, and Country), and 'Assigned To: *'. Action buttons for 'Edit', 'Duplicate', and 'Delete' are visible at the bottom right of the form design area.

Laserfiche Forms Designer

Users that can access Forms:

- **Full named users:** provides full access to all functionality within Forms.
- **Authenticated participant (submitter) users:** limited functionality users can submit forms, start processes, and complete user tasks, users login with the email address assigned to the license.

- **Community users:** function as Authenticated participant license, but requires Laserfiche Directory Server authentication.
- **Public users:** public users do not need to sign in to Forms or have a Laserfiche account. Anybody can submit a form. Requires Laserfiche Forms Portal

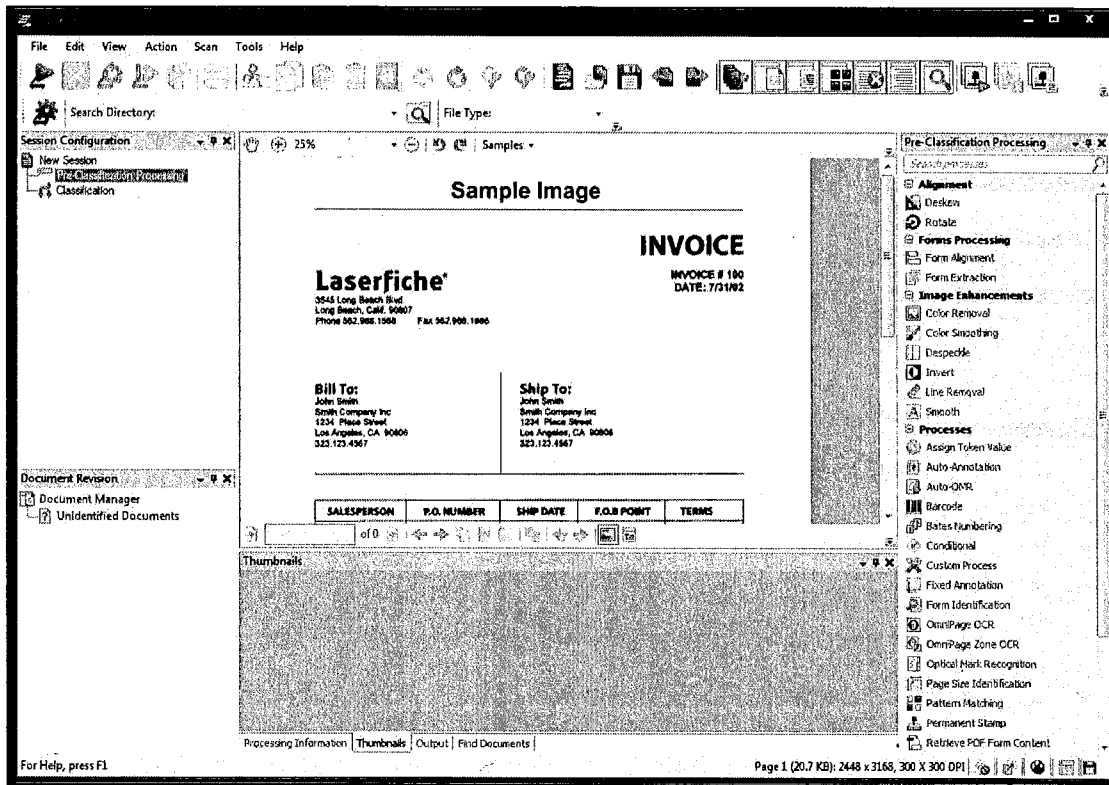
Laserfiche Forms Portal - Extends the functionality of your Laserfiche Forms application to publicly available forms that can be completed and submitted online anonymously, meaning users do not need to login in order to complete and submit a form.

Laserfiche Quick Fields - Quick Fields is highly customizable data capture solution that automatically captures your critical information from paper, electronic documents, and databases then organizes it for fast retrieval. By automatically capturing the data you need, Quick Fields can reduce or eliminate the need for manual data entry, which is labor-intensive and error-prone.

Quick Fields collects the precise data you need—such as zip codes, bank account numbers and invoice numbers—and then compares it to information in other application databases to verify its accuracy and ensure that it is correctly formatted. In addition, data extraction tools can draw information from other databases to automatically fill in index fields. Data extraction tools automate these processes to reduce the amount of staff time spent transferring information between applications and integrating it into your business processes.

Quick Fields options include:

- **Bar Code** – reads a variety of industry standard bar codes horizontally and vertically.
- **Zone OCR** – automatically extracts text from specific form areas for rapid data capture and index field population.
- **Real-Time Lookup** – populates template fields and validates metadata by retrieving data stored in client databases and other applications.
- **Pattern Matching** – uses regular expressions to separate extracted data, such as zip codes, from larger blocks of text captured by Zone OCR and verifies that is correctly formatted.
- **Check Scanning** – captures images of checks with supported Digital Check Corporation (DCC) scanners.
- **Form Identification** – automatically recognizes the form or document based on its overall structure, even in the absence of barcodes, form data or other distinguishing information.
- **Form Registration** – automatically repositions the document to match a master form, correcting for scanning errors and improving data extraction.
- **Form Extractor** – removes form outlines, isolating data for more accurate capture.
- **Optical Mark Recognition (OMR)** – detects marks on surveys, tests and ballots. OMR can determine whether check boxes have been filled in.
- **Document Classification** – eliminates the need for sorting prior to forms processing by recognizing multiple types of forms in a single session.



Laserfiche Quick Fields Agent - Quick Fields Agent allows you to schedule Quick Fields sessions and have them run unattended. By scheduling when document processing occurs, your organization can use network resources at non-peak hours. Quick Fields Agent keeps track of all scheduled sessions and reports on the results of schedules that have run.

Laserfiche Records Management - Laserfiche Records Management simplifies the life cycle management of business records and supports the automatic enforcement of consistent, organization-wide records policies and reduces the cost of regulatory compliance.

Records Management Highlights:

- DoD 5012.2 compliant
- Enforce enterprise-wide records policies, regardless of your records' format, location or content, and without additional staff training.
- Create records from documents already under management.
- Search for records according to status or location.
- Automate life cycle management from document creation to final disposition.
- Run reports detailing where records are in their life cycle and which records are eligible for transfer, accession or destruction.
- Log all system activity, providing an audit trail that can be used to prove adherence to you records management plan and compliance with regulations.

- Ensure the future accessibility of your archived records with storage in non-proprietary TIFF file format.
- Safeguard records with comprehensive access controls.
- Promote compliance with Sarbanes-Oxley, HIPPA, USA PATRIOT ACT, SEC, FINRA and other regulations.
- Simplify business continuity planning by centralizing your organization's information.
- Reduce litigation risks associated with expired and outdated records.
- Respond to e-discovery order quickly and confidently.
- Instantly provide large numbers of records to auditors, without trips to the records room or off-site storage facilities.

Laserfiche Toolkit (SDK) - The SDK (Software Development Kit) allows your organization to more effectively put content to use by integrating Laserfiche with third party applications. Custom solutions can be created using any language with COM support, which means Web sites, scripts, Windows applications, or anything else compatible with COM libraries, including all .NET languages, can easily communicate with the Laserfiche Server. The SDK comes with detailed documentation that includes tutorials and sample source code in C# and Visual Basic .NET.

Laserfiche ScanConnect - ScanConnect enables you to use ISIS scanning drivers. A collection of ISIS drivers are included with ScanConnect, enabling you to scan using supported scanners. A list of supported scanners can be found on the Laserfiche Support Site. If your scanner is not listed, you can manually install any ISIS drivers your scanner's manufacturer has provided.

Laserfiche Plus - Laserfiche Plus is a publishing tool that allows for a selection of documents, their metadata, and folder structure to be published in an independent package onto a CD or DVD. Laserfiche Plus is fully equipped with a powerful search engine that allows you to search and retrieve documents. The Plus CDs/DVDs can be used for disaster recovery measures by providing access to critical documents at all times, even if your network is off-line.

Psigen Overview

About PSIGEN

For more than 20 years, PSIGEN has forged ahead as the innovative leader in advanced capture applications, helping organizations convert content into managed digital assets and providing robust solutions for even the most complex document capture needs. Built on the premise "Perfecting Simple Imaging," PSIGEN has formed into a rapidly growing technical leader, with partnerships throughout the Document Management, MFP, and Value-Added Reseller spheres.

With more than 35,000 installs over the past 20 years in business, PSIGEN is a major player in the document capture space. The software is used by many successful organizations, including Microsoft, the State of Louisiana, Shell and Denver International Airport.

PSIGEN's products are designed to provide the utmost flexibility and scalability. They have the versatility to integrate with virtually any type of scanner, fax or server, and can migrate documents in multiple formats, to more than 53 different Enterprise Content Management (ECM) systems.

PSIcapture Overview

PSIcapture is PSIGEN's flagship product, a robust document capture, and data extraction application. PSIcapture was developed as a single capture platform to meet all the needs of an organization, including document scanning and import, forms processing, data capture, OCR/ ICR data extraction and the ability to migrate the information into a document repository.

Organizations use an array of scanning devices and document management applications to meet their needs, which are subject to change over time. PSIcapture is unique in its ability to integrate with virtually any scanning device and publish documents and information to more than 53 ECM systems. No matter the size and scope of an organization, whether it has ten employees in one office or 500 scattered across several locations, PSIcapture can make document processes easy and efficient.

PSIGEN Solution Components

A PSIGEN solution is comprised of several components, each contributing important functions that allow the workflow to run seamlessly from import time to migration. The following are a highlight of the major solution components.

Capture

Document capture is the first step in any workflow. It provides integration with direct-connect scanners, multifunction printers (MFPs) and network-based image folders. Capture can be used interactively, or it can be automated by using the auto-import feature, which allows automatic import from hot folders, SharePoint Document Libraries, RightFax Servers or FTP/SFTP servers.

Quality Assurance (QA)

Once documents are imported, QA allows the user to review the pages to verify image quality. Unsatisfactory pages can be replaced, missing pages inserted, and pages requiring rotating or cropping can be changed to suit the user's needs. Image processing also allows pages to be manipulated to improve poor quality images.

Optical Character Recognition (OCR)/Optical Mark Recognition (OMR)

OCR provides a robust feature set that allows the conversion of images to a number of standard formats, such as PDF, PDF/A, HTML 4, XML, TXT. Other features of OCR include multiple page recognition, Zone OCR—which provides the ability to split files based on key terms—PDF field population and more. OMR provides the ability to intelligently read check boxes or bubble sheets and convert the results into meaningful data. OMR can be used for anything from test grading to determining results of polls and surveys.

Intelligent Character Recognition (ICR)

ICR converts hand-printed text on forms into index field data. The indexed data can then be routed to the document management system as metadata, making the form searchable by the information that was originally hand-printed data.

Advanced Data Extraction (ADE)

ADE is an advanced data extraction and parsing engine that can intelligently apply scripting or pattern-matching logic to metadata, which provides greater accuracy to OCR, ICR, manual data entry and auto-populated fields. ADE virtually eliminates the need for hand-keying information, increases accuracy and reduces the time required for the metadata capture process.

Classification and the Accelerated Classification Engine (ACE)

PSIcapture's document classification feature set allows intelligent classification of forms and documents through the use of the OCR and ADE modules. Through our forms processing engine, you can auto-extract complex data structures and information from disparate documents.

The Accelerated Classification Engine is cutting-edge technology that allows users to build Classification rules in the middle of a workflow. Instead of configuring rules for Classification before running the workflow, ACE automatically classifies never-before-seen documents. All the end-user has to do is verify that the automatic Classification is correct. Taking it a step further, ACE can access existing sets of indexed information, such as a database, find their location on the document and extract the data you are looking. With ACE, users can quickly validate the Classification and Data Extraction that has been intelligently identified, reducing a process that once took hours to under a minute.

Table Extraction

PSIcapture's Table Extraction provides a powerful line-item extraction technology to speed up the extraction of invoice data and allow AP personnel to quickly and easily verify and validate data. Table Extraction can span multiple pages and be configured to suit your business's unique structure and needs. Table Extraction works hand in hand with Classification, so when invoices get processed through the Classification step, the vendor is identified and the line-item data is automatically extracted.

Classification will also determine whether or not the invoice contains a table, so Table Extraction will only be used on applicable documents.

The invoices and data will then be moved into the Quality Assurance step, where your AP personnel can verify the data collected then send it on to the migration step, publishing it to whatever repository or accounting program your business uses. Table extraction is also useful in processing other documents classifications such as Purchase Orders, Transcripts, and Explanations of Benefits.

Migration

Once your documents have been fully processed, the final step in the workflow is Migration, which provides connectivity to your ECM system. PSIGEN supports migration, sometimes referred to as publication, to more than 53 ECM systems, allowing for the seamless transfer of your documents and indexed data into your repository.

PSIcapture has the ability to migrate documents and data into virtually any document management system. However, PSIcapture does not typically migrate directly to the Line of Business applications commonly used by accounting departments, such as Microsoft Dynamics, Salesforce, SAP, Oracle Financials and QuickBooks. PSIcapture does not lack the ability to migrate captured information to your system, it simply means that you will have to export your data in order to migrate it in the event that the third-party software does not provide the option for a direct migration.

Below we have outlined three options for migrating your data into your third-party system. These options should only have a minor impact on the PSIGEN configuration, but there may be costs incurred from your software system provider.

Option 1: Staging Database

If the target third-party system uses a relational database such as Microsoft SQL, Oracle or IBM DB2, PSIcapture configuration can allow the data to be written to a staging database—essentially another instance of SQL or Oracle. From there, the system's administrators can create a Stored Procedure to import the data under their schedule and control. This will limit the risk of corrupting the production databases for PSIcapture and the third party system, while providing the system administrator with governance of the data import.

Option 2: Text File

PSIcapture can also publish a text file containing tabular data in the form of a text file into a specified directory. The text file can be configured to export with multiple variances such as defining the text delimiter, file delimiter, text qualifier and the output file extension (such as CSV.) If the third-party system has an import process, it can initiate the data import from this type of file. Alternatively, if the third party system has an executable (.exe) file, PSIcapture can initiate the process upon completing the text file creation.

Option 3: XML File

Similar to Option 2, PSICapture has the ability to create an XML output file into a specified directory. If the third party system has an import process, it can initiate the data import from this type of file. If the system has an executable (.exe) file, PSICapture can initiate the process upon completing the XML file creation. PSICapture can leverage an XSLT file when producing an XML file. Three example XML format options are on the following pages.

PSICapture Scan Station Licensing

PSICapture licenses are concurrent and based on annual volume. The Enterprise annual volume concurrent licenses are shown below:

- 24,000 images per year
- 60,000 images per year
- 120,000 images per year
- 480,000 images per year
- 1,200,000 images per year
- Unlimited images per year
- 12,000 images per year test license (non-production, limit one per end user company)

Each of these is a single concurrent license, and the yearly volumes can be combined in any way. If you want to scan 360,000 images per year, you can buy three 120,000 licenses, which will give you three concurrent licenses and a shared image pool of 360,000 images per year. If you require additional users but not additional annual volumes, you can add a zero-count license to a limited environment, or an unlimited workstation to an unlimited environment.

There are several optional capture station additions, depending on how you need to extract information: Advanced Data Extraction Module (ADE), Intelligent Character Recognition (ICR/ hand printing recognition), Classification and Table Extraction. PSIGEN has created different order bundles that include the modules required for a specific level of processing.

If you are planning on using the auto-import option within PSICapture, we strongly suggest you add one license to the required number of concurrent users. If you need 3 users, plus auto-import, we recommend you purchase 4 users, as the auto-import process will consume a license. We also have an option to add to the above additional image counts, called non-recurring volume counts. Volume counts are a reserve bank of images you can purchase to do a large volume project, or to ensure that you can continue to scan if you exceed your yearly allocation. They are also nice for project based businesses, because you can buy an entry level yearly volume license and purchase volume based on what you need to process. Volume count licenses are ordered for the specific bundle that is chosen.

PSICapture Unlimited Workstation

PSICapture workstations are offered to provide the ability to process scanned documents through all workflow steps, with the exception of capture. They function just like a regular scan station license, and you can add all 3 module types to the license, depending on requirements.

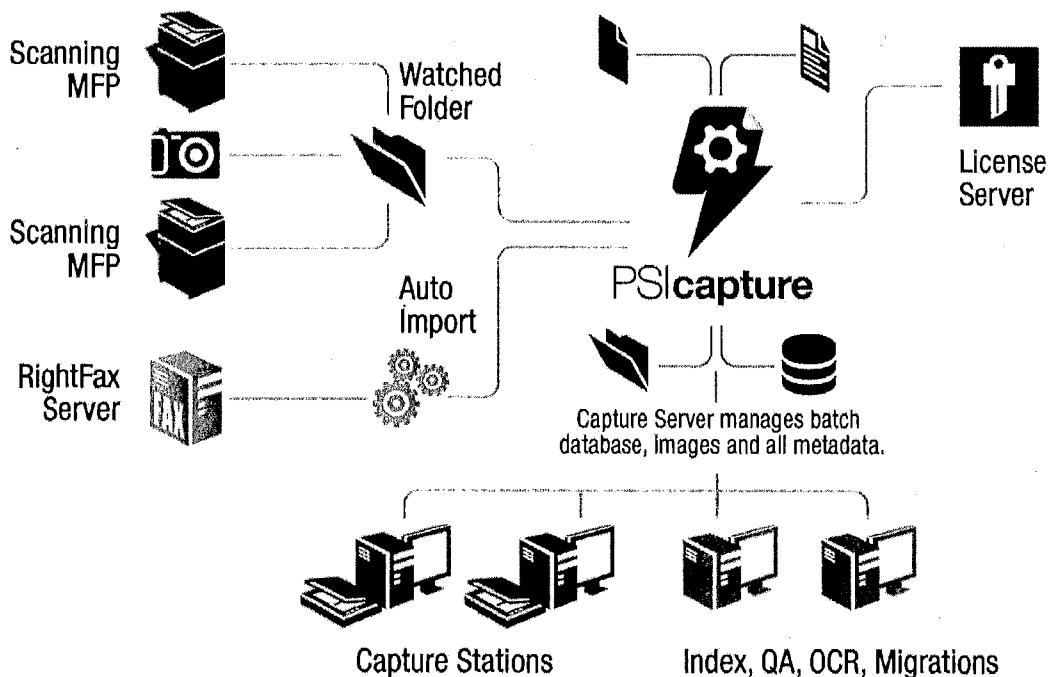
PSIcapture Scan Only Workstation

The Scan Only license is only permitted in unlimited environments, such as mailroom, facility management or Service Bureau operations. The license is typically used where a dedicated license would be operating high-speed scanners or auto-import of images while creating new batches. This license does not include OCR or ICR engines (nor can it be added) so separation rules cannot include the OCR, ICR or ADE options.

Below is an overview of a typical PSIcapture network:

PSIcapture Architecture

Capture Server Network



PSIcapture Licensing Modules

OCR/OMR/PDF Module

The PSIcapture OCR Module provides the ability to do a full-text conversion of the entire scanned document, or recognize defined zones. Below is a full feature list for the module:

Full text Optical Character Recognition (OCR) Features:

- Create searchable PDFs within a Document Repository

- OCR output formats include PDF & Text
- Scan paper files for conversion, or import digital images from folders (folders can be monitored)
- Convert PDF, TIFF, BMP, JPG, PNG and GIF to searchable files
- Broad range of language support
- Performance tuning options to choose between recognition speed and accuracy
- PDF creation engine allows for PDF or PDF/A with hidden text, text PDF and image PDF
- PDF fields can be populated with index field information

Zone Optical Character Recognition (OCR) Features:

- Zone OCR Separation - ability to split files based on key terms
- Create Zone OCR processing templates based on document types to gather data from capture images
- Specify zone types and filters
- Perform image processing prior to OCR to ensure the best accuracy

Optical Mark Recognition (OMR) Features:

- Read check boxes on forms
- Create Scanning Routing Sheets
- Process surveys

Multi-Core OCR options

PSIcapture has the ability to leverage high-powered computers by utilizing multiple core processors. The base OCR module will consume a single CPU; we now have the ability to utilize dual- or quad-core processors to increase processing power.

The speed of the OCR processing will increase by approximately 1.5x by going from a single to a dual-core license and by approximately 3x when upgrading from a single- to a quad-core license. Please note, performance will vary based on your computer configuration such as disk speed, RAM, operating system and processor. Additional impacts can be made by the configuration of your PSIcapture system; for example, processing images across a network can slow the progression.

External Connectors

PSIcapture will allow you to utilize the equipment and other software you currently own, which will assist in leveraging your investments. This includes fax server software and intelligent devices such as network scanners and Multi-Function Printers (MFPs.)

External Connector features:

- Simple interface to capture documents while saving user's time
- Batch scanning of like documents, such as invoices — without the need to scan one document at a time
- Distributed scanners and copiers are already in nearly every company and in most departments

ICR Module

The PSICapture ICR Module provides the ability to extract hand-printed data from scanned documents, on-demand (rubber band) ICR or zone recognition.

Zone Intelligent Character Recognition (ICR) Features:

- Zone ICR Separation — ability to split files based on key terms
- Create Zone ICR processing templates based on document types to gather data from captured images
- Specify zone types and filters
- Perform image processing prior to ICR to ensure the best accuracy

Advanced Data Extraction (ADE)

The Advanced Data Extraction module can be used throughout PSICapture and PSIfusion to simplify many processes. During separation, ADE can be used to specify text or pattern matching to automate document separation. During the indexing step, ADE can take any captured text—captured via OCR, ICR, OMR, Barcode, Database Return, Classification Form ID name, or default values—and parse the data for the required information. ADE can also be used to configure conditional migrations, where the user specifies a condition that needs to be met for the migration to occur and ADE uses regular expression matching to determine the migration.

Advanced Data Extraction (ADE) Features:

- Examine, analyze and search OCR Text to identify key expressions or terms
- Full Microsoft .NET regular expression support for character matching
- Apply filtering expressions to OCR zone (s)
- Provides for proximity analysis, where expressions before or after terms can be read.

Forms and Document Classification

PSICapture's Classification Module provides intelligent classification of forms and documents. By parsing the document for a particular word or phrase, the software is able to determine what type of document is being processed. Within the Classification Module is a powerful automation feature, the Accelerated Classification Engine (ACE), which allows users to create new Classification forms within the capture profile in the middle of a batch, without having to interrupt the workflow. ACE can also connect to the user's database to preconfigure Classification forms and rules using already existing data.

Table Extraction Module

PSICapture's Table Extraction Module (requires classification module) allows for extraction from columns of data by identifying the header of the column (such as quantity or unit price on an invoice). This can be used to extract information for multiple record indexing and publishing data into an Enterprise Resource Planning (ERP) solution.

Extended File Format (EFF) Module

The Extended File Format (EFF) module enables PSICapture to import and process all types of digital files, allowing users to assign index data based on file name, folder structure or use any of the PSICapture default value settings. The powerful C# scripting engine within PSICapture can be utilized to

perform advanced processing of business logic. PSImage can use ADE to extract data if importing Microsoft XML based office files (.docx / .xlsx / .pptx.)

Migrations

The Migration module provides connections to Document Management and Enterprise Content Management Systems through either load files or direct connectivity to allow PSImage to publish information into these third party systems.

Migration Features:

- Control file naming and folder naming with index fields
- Permanently redact documents based on zones or matched text patterns, dual publish to multiple repositories (example - original image in a secure environment, redacted to a public environment)
- Perform Bates Stamping on output
- Apply image processing profiles on output
- Read document repository configuration to automatically map field types and names (where applicable)
- Conditional Migration based on scripted logic (requires ADE)

Retrieval

When a client is looking for a simple search and retrieve option and doesn't require the advanced features of a robust document management system, the Retrieval option may be a fit. By storing your images as a TIFF file and compiling index values (meta-data) into a Windows® database (Access® or SQL) you can search the index fields to retrieve your images.

Other features include:

- Search indexed metadata values with Boolean Logic
- E-Mail documents
- Concurrent user access (separate from the concurrent users of PSImage)
- Print images (which could include faxing if you have a fax server or software)
- Annotate images including text

Laserfiche Price List

Core System Components		
Product Description	Software	LSAP
Servers		
Laserfiche Avante Server for SQL Express with Workflow	\$1,500	\$300
Laserfiche Avante Server for MS SQL with Workflow	\$5,000	\$1,000
Laserfiche Avante Server for Oracle with Workflow	\$10,000	\$2,000
Laserfiche Avante Records Management Edition Server for MS SQL with Workflow	\$11,000	\$2,200
Laserfiche Avante Records Management Edition Server for Oracle with Workflow	\$16,000	\$3,200
Laserfiche Records Management Edition	\$6,000	\$1,200
Laserfiche Avante Additional Repository for SQL Express	\$1,000	\$200
Laserfiche Avante Additional Repository for MS SQL	\$1,000	\$200
Laserfiche Avante Additional Repository for Oracle	\$2,000	\$400
User Licenses		
Laserfiche Named Full User with Web Access, Mobile, Snapshot and Email	\$600	\$120
Laserfiche Forms Authenticated Participants (1-49 users)	\$200	\$40
Laserfiche Forms Authenticated Participants (50-199 users)	\$140	\$28
Laserfiche Forms Authenticated Participants (200-499 users)	\$99	\$20
Laserfiche Forms Authenticated Participants (500-999 users)	\$70	\$14
Laserfiche Forms Authenticated Participants (1,000-1,999 users)	\$56	\$11
Laserfiche Forms Authenticated Participants (2,000-2,999 users)	\$38	\$8
Laserfiche Forms Authenticated Participants (3,000-4,999 users)	\$32	\$6
Laserfiche Forms Authenticated Participants (5,000+ users)	\$26	\$5
Additional System Components		
<i>These applications are licensed for the entire system and must be purchased for each Named User.</i>		
Auditing Tools		
Laserfiche Starter Audit Trail	\$50	\$10
Laserfiche Standard Audit Trail	\$75	\$15
Laserfiche Advanced Audit Trail with Watermark	\$100	\$20
Digital Signatures		
Laserfiche Digital Signatures	\$25	\$5
Integration Tools		
Laserfiche Connector	\$25	\$5
Forms Tools		
Laserfiche Forms - Allows form creation and submission and the ability to participate in routing for all licensed users.	\$50	\$10

Desktop-Based Applications

These applications are licensed per desktop; you will need one copy of the software for each computer on which it will be installed.

Image Capture Tools

Laserfiche Import Agent	\$1,495	\$390
Laserfiche Quick Fields	\$595	\$120
Laserfiche Quick Fields Agent	\$9,995	\$2,000
Laserfiche Quick Fields Scripting Kit	\$595	\$120
Laserfiche Auto Stamp/Redaction/Bates Num.	\$495	\$100
Laserfiche Document Classification	\$4,995	\$1,000
Laserfiche Forms Alignment	\$2,495	\$500
Laserfiche Optical Mark Recognition	\$2,495	\$500
Laserfiche Forms Identification	\$2,495	\$500
Laserfiche Forms Extractor	\$2,495	\$500
Laserfiche Forms Combo - Includes Zone OCR and Validation, Document Classification, OMR, Forms Alignment, Form Extractor, Forms Identification.	\$9,995	\$2,000
Laserfiche Zone OCR and Validation Package	\$2,795	\$560
Laserfiche Barcode and Validation Package	\$1,695	\$340
Laserfiche Real Time Look Up and Validation Package	\$595	\$120
Laserfiche ScanConnect	\$165	\$33
Laserfiche ScanConnect 5 Pack	\$660	\$132
Laserfiche ScanConnect 10 Pack	\$915	\$183

Digital Archiving and Publishing Tools

Laserfiche Plus Plug-in	\$3,795	\$1,950
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Server-Based Products

These applications are installed on a server and are available to some or all users, client-side. You must buy one copy of the software for each server on which you wish to install it.

Web Portals and Distribution Tools

Laserfiche Starter Public Portal	\$15,000	\$3,000
Laserfiche Standard Public Portal	\$25,000	\$5,000
Laserfiche Midsized Public Portal	\$35,000	\$7,000
Laserfiche Unlimited Public Portal - Unlimited retrieval connections per processor	\$45,000	\$9,000
Laserfiche Unlimited Public Portal for dual processor machine	\$50,000	\$10,000
Laserfiche Web Distribution Portal	\$7,995	\$1,600

Image Capture Tools

Laserfiche Forms Portal Add-on - Allows form submission from unlicensed (public) users.	\$7,995	\$1,600
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Integration Tools

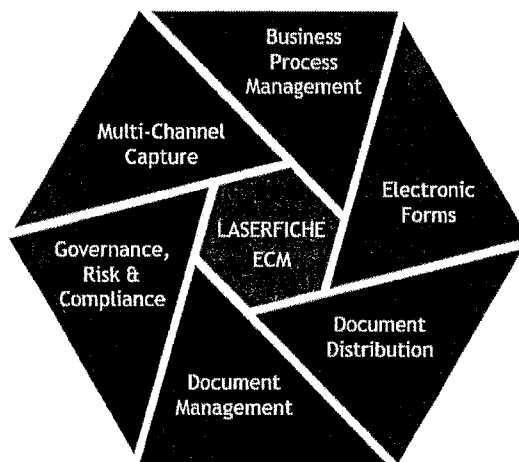
Laserfiche SDK	\$2,500	\$750
Laserfiche Integration Express for HTE	\$2,495	\$500

REQUEST FOR PROPOSAL

Accounts Payable Workflow/
ERP Integrated Document Imaging Solution

RFP Number: RO2295

Cost Proposal



Submitted to:

ORANGE COUNTY FIRE AUTHORITY

July 10, 2018

ECS Imaging, Inc.
Your World Class Laserfiche Provider

Proposal Contact
Andrew Albers
Account Manager
(951) 202-2184
andrew@ecsimaging.com

**Delivering Paperless
Solutions Since 1990**

Laserfiche Support

Document Scanning

Records Management

Project Management

Data Migration

Integration

**Largest Provider of
Laserfiche in Western
United States**

ORIGINAL

Corporate Headquarters

Southern California

5905 Brockton Ave., Suite C
Riverside, CA 92506

Phone (951) 787-8768

Fax (951) 787-0831

Toll Free (877) 790-1600

Northern California

5052 Forni Drive, Suite A
Concord, CA 94520

Arizona

10781 E. Salsabila

Tucson, AZ 85747

Phone: (520) 599-8124

Colorado

403 16th Street, Suite 301

Denver, CO 80202

Phone: (720) 598-9176

www.ecsimaging.com
sales@ecsimaging.com

Laserfiche®

Authorized Reseller

Development & Implementation Cost		
DESCRIPTION OF SERVICES	Unit Cost	Total Cost
Licensing: Designate method (per user, transaction volumes, etc.). If graduated method, provide scale:		
Laserfiche Avante Document Management Solution:		
▪ Laserfiche Avante Server	\$ 5,000.00	\$ 5,000.00
▪ 5 Primary Users for Accounts Payable Module	\$ 600.00	\$ 3,000.00
▪ 10 Primary Users for optional HR/Payroll Module	\$ 600.00	\$ 6,000.00
▪ 5 Primary Users for optional Finance Module	\$ 600.00	\$ 3,000.00
▪ 300 General User licenses (10 concurrent retrieval users licenses)	\$ 15,000.00	\$ 15,000.00
▪ Laserfiche Connector (20 users)	\$ 25.00	\$ 500.00
▪ Laserfiche Import Agent	\$ 1,495.00	\$ 1,495.00
Psignen Advanced Capture Solution:		
▪ PSicapture Enterprise - Table Extraction Level 3 Bundle (Up to 200K images per year), Quad Core OCR - 12 Month Term	\$ 4,920.00	\$ 4,920.00
▪ PSicapture Enterprise - Table Extraction Level 0 (ZERO VOLUME) Bundle including Quad Core OCR - 12 Month Term	\$ 6,600.00	\$ 6,600.00
▪ TEST License - Table Extraction Bundle plus ICR - Limited to 12,000 images/year - 12 Month Term	\$ 1,750.00	\$ 1,750.00
	Hours	Total Cost
Phase I – Project Planning: Initial meetings with OCFA Staff to define the design and delivery requirements. Produce final approved project plan and timeline.	48 Hours (6 days)	\$ 10,800.00
Phase II – Design/Implementation: Provide professional services for installation, setup, and configuration.	72 Hours (9 days)	\$ 16,200.00
Psignen-Professional Services (per 8 hour day, 1/2 day minimum) - to be used for configuration and/or deployment	24 Hours (3 Days)	\$ 9,750.00
Phase III – Testing/Training: Provide training and supply training materials and/or expertise to be delivered to users (Provide details) Please see Training section for details	24 Hours (3 days)	\$ 5,400.00
PSicapture & PSIfusion Onsite Technical Training Class - 8 hour day (T&E additional) - 3 days	8 Hours (1 Day)	\$ 9,000.00
Other (Please describe) – Travel Expenses		\$ 4,000.00
Option 1: Solution utilizing Ellucian Banner Document Management		N/A

Option 2: Vendor specific invoice image-to-data template creation (average cost per template).	20 Hours for up to 5 invoices	\$ 4,500.00
Value Added Option 1: (List each optional item and price)		N/A
Value Added Option 2: (List each optional item and price)		N/A

Annual Cost		
DESCRIPTION OF SERVICES	Unit Cost	Total Cost
Licensing and Support: Designate method (per user, transaction volumes, etc.). If graduated method, provide scale. List available support level options and costs. Support costs included in 1 st year and subsequent years: <ul style="list-style-type: none"> ▪ Laserfiche Avante Server \$ 1,000.00 \$ 1,000.00 ▪ (5) Primary Users for Accounts Payable Module \$ 120.00 \$ 600.00 ▪ (10) Primary Users for optional HR/Payroll Module \$ 120.00 \$ 1,200.00 ▪ (5) Primary Users for optional Finance Module \$ 120.00 \$ 600.00 ▪ General User licenses (Public Portal-10 concurrent) \$ 3,000.00 \$ 3,000.00 ▪ Laserfiche Connector - 20 Users \$ 5.00 \$ 100.00 ▪ Laserfiche Import Agent \$ 390.00 \$ 390.00 		
Support/Licensing Costs for year 2 and on: <ul style="list-style-type: none"> ▪ PSIsapture Enterprise - Table Extraction Level 3 Bundle (Up to 200K images per year), Quad Core OCR - 12 Month Term \$ 4,920.00 \$ 4,920.00 ▪ PSIsapture Enterprise - Table Extraction Level 0 (ZERO VOLUME) Bundle including Quad Core OCR - 12 Month Term \$ 6,600.00 \$ 6,600.00 ▪ TEST License - Table Extraction Bundle plus ICR - Limited to 12,000 images/year - 12 Month Term \$ 1,750.00 \$ 1,750.00 		
Overall Base Cost (Without Value Added Options)		\$ 109,305.00
Includes Option 2		\$ 113,805.00
Overall Total Cost (With Value Added Options)		\$

Provide details of what is included in the total cost listed above. Travel and incidentals should be included in the total cost.

Laserfiche Solution:

- Laserfiche Avante Server for MS SQL with Workflow
- Laserfiche Named Full User w/ Web Access, Snapshot, and Email
- Laserfiche Connector
- Laserfiche Starter Public Portal (10 retrieval user licenses)

- Laserfiche Import Agent
- Annual Laserfiche Support for all modules
- 6 days for ECS Project Management
- 9 days for ECS Install, Configuration, Consulting, Project Management, and Testing
- 3 days for ECS Training

Psigen Advanced Capture Solution:

- PSIsapture Enterprise - Table Extraction Level 3 Bundle (Up to 200K images per year), Quad Core OCR - 12 Month Term
- PSIsapture Enterprise - Table Extraction Level 0 (ZERO VOLUME) Bundle including Quad Core OCR - 12 Month Term
- TEST License - Table Extraction Bundle plus ICR - Limited to 12,000 images/year - 12 Month Term
- Professional Services (per 8 hour day, 1/2 day minimum) - to be used for configuration and/or deployment
- PSIsapture & PSIfusion Onsite Technical Training Class - 8 hour day (T&E additional) - 3 days
- Travel expenses

Please provide the 2nd and 3rd year maintenance fees and describe how annual cost will be determined within subsequent years beyond what has been provided above. In addition, please provide an explanation of how the cost will be calculated and if the annual cost will be based off of the number of users or will be based off of a different set of criteria.

Year 2: Laserfiche - \$6,890.00, Psigen - \$13,270.00, Total - \$20,160.00

Year 3: Laserfiche - \$6,890.00, Psigen - \$13,270.00, Total - \$20,160.00


Any additional information you would like OCFA to consider.

Estimated time to complete project:

18 Total Days – Not consecutive days

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.

Laserfiche Avante Solution



ECS Imaging Inc.

Your World Class Laserfiche Provider

ECS Imaging, Inc.

5905 Brockton Ave, Suite C

Riverside CA, 92506

Phone: 951-787-8768

Fax: 951-787-0831

www.ecsimaging.com

Software

Avante includes Workflow and Forms Essentials

SKU	Description	Unit Price	Quantity	Line Total
MSE30	Laserfiche Avante Server for MS SQL with Workflow	\$ 5,000.00	1	\$ 5,000.00
MNF16	Laserfiche Named Full User w/Web Access, Snapshot, and Email	\$ 600.00	20	\$ 12,000.00
MCNC16	Laserfiche Connector	\$ 25.00	20	\$ 500.00
MPP1	Laserfiche Starter Public Portal (10 retrieval user licenses)	\$ 15,000.00	1	\$ 15,000.00
MCA01	Laserfiche Import Agent	\$ 1,495.00	1	\$ 1,495.00
Software Subtotal				\$ 33,995.00

Annual Maintenance and Licensing

SKU	Description	Unit Price	Quantity	Line Total
MSE30B	Laserfiche Avante Server for MS SQL with Workflow LSAP	\$ 1,000.00	1	\$ 1,000.00
MNF16B	Laserfiche Named Full User w/Web Access, Snapshot, & Email LSAP	\$ 120.00	20	\$ 2,400.00
MTKCON16B	Laserfiche Connector LSAP	\$ 5.00	20	\$ 100.00
MPP1B	Laserfiche Starter Public Portal (10 retrieval user licenses) LSAP	\$ 3,000.00	1	\$ 3,000.00
MCA01B	Laserfiche Import Agent LSAP	\$ 390.00	1	\$ 390.00
Annual Maintenance Subtotal				\$ 6,890.00

Professional Services

SKU	Description	Rate	Quantity	Line Total
ECSPM	ECS Project Management	\$ 1,800.00	6.00	\$ 10,800.00
ECSCI	ECS Install, Configuration, Consulting, & Project Management	\$ 1,800.00	9.00	\$ 16,200.00
ECST	ECS Training Services	\$ 1,800.00	3.00	\$ 5,400.00
Professional Services Subtotal				\$ 32,400.00

Tax Rate

Software Only (Download Only)

0.000%

Subtotal

\$

73,285.00

Tax

\$

-

Shipping

\$

-

Total

\$

73,285.00

Software Is only available via download and is not subject to CA sales tax

Psigen Advance Capture Solution

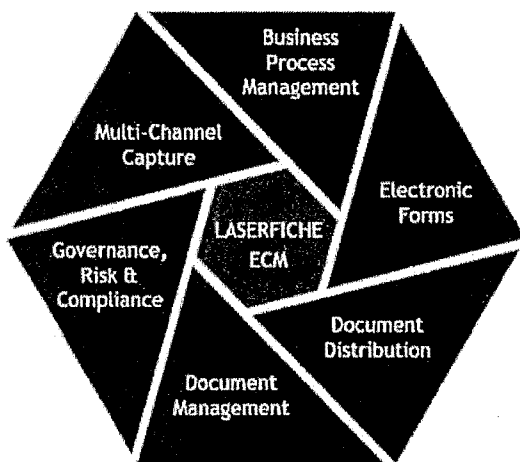
Psigen Software Description	Cost
PSIcapture Enterprise - Table Extraction Level 3 Bundle (Up to 200K images per year), Quad Core OCR - 12 Month Term	\$ 4,920.00
PSIcapture Enterprise - Table Extraction Level 0 (ZERO VOLUME) Bundle including Quad Core OCR - 12 Month Term	\$ 6,600.00
Professional Services (per 8 hour day, 1/2 day minimum) - to be used for configuration and/or deployment	\$ 9,750.00
TEST License - Table Extraction Bundle plus ICR - Limited to 12,000 images/year - 12 Month Term	\$ 1,750.00
PSIcapture & PSIfusion Onsite Technical Training Class - 8 hour day (T&E additional) - 3 days	\$ 9,000.00
Travel expenses	\$ 4,000.00
TOTAL	\$36,020.00

REQUEST FOR PROPOSAL

Accounts Payable Workflow/
ERP Integrated Document Imaging Solution

RFP Number: RO2295

BAFO Attachment



Submitted to:

ORANGE COUNTY FIRE AUTHORITY

January 28, 2019

ECS Imaging, Inc.
Your World Class Laserfiche Provider

Proposal Contact
Andrew Albers
Account Manager
(951) 202-2184
andrew@ecsimaging.com

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Development & Implementation Cost		
DESCRIPTION OF SERVICES	Unit Cost	Total Cost
Licensing: Designate method (per user, transaction volumes, etc.). If graduated method, provide scale:		
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PSicapture & PSIfusion Onsite Technical Training Class - 8 hour day (T&E additional) - 3 days	8 Hours (1 Day)	\$ 9,000.00
Other (Please describe) – Travel Expenses		\$ 4,000.00
Option 1: Solution utilizing Ellucian Banner Document Management		N/A
Option 2: Vendor specific invoice image-to-data template creation (average cost per template).	20 Hours for up to 5 invoices	\$ 4,500.00

Value Added Option 1: (List each optional item and price)		N/A
Value Added Option 2: (List each optional item and price)		N/A

Annual Cost		
DESCRIPTION OF SERVICES	Unit Cost	Total Cost
Licensing and Support: Designate method (per user, transaction volumes, etc.). If graduated method, provide scale. List available support level options and costs. Support costs included in 1 st year and subsequent years: <ul style="list-style-type: none"> ▪ Laserfiche Avante Server \$ 1,000.00 \$ 1,000.00 ▪ (5) Primary Users for Accounts Payable Module \$ 120.00 \$ 600.00 ▪ (10) Primary Users for optional HR/Payroll Module \$ 120.00 \$ 1,200.00 ▪ (5) Primary Users for optional Finance Module \$ 120.00 \$ 600.00 ▪ General User licenses (Public Portal-10 concurrent) \$ 3,000.00 \$ 3,000.00 ▪ Laserfiche Connector - 20 Users \$ 5.00 \$ 100.00 ▪ Laserfiche Import Agent \$ 390.00 \$ 390.00 		
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Overall Base Cost (Without Value Added Options)		\$ 109,305.00
Includes Option 2		\$ 113,805.00
BAFO for Overall Base Cost		\$ 104,305.00
BAFO with Option 2		\$ 108,580.00

Laserfiche Pricing Schedule:

Payment 1 – At software order, 100 percent of Laserfiche software and annual maintenance is due. This amount comes to \$40,885. 50 percent of the professional services is also due. This amount comes to \$16,200. Total for Laserfiche Milestone 1 is **\$57,085**.

For the remainder of the professional services (\$16,200 minus discount \$5,000 = **\$11,200**), we will invoice monthly as the project progresses with net 20 terms.

Psigen Pricing Schedule:

Payment 1 – At software order, 100 percent of Psigen software and annual maintenance is due. This amount comes to \$13,270. 50 percent of the professional services is also due. This amount comes to \$11,375. Total for Psigen Milestone 1 is **\$24,645**.

The remainder of the Psigen professional services (**\$11,375**) will be due at project delivery, net 20 terms.

Option 2 - Invoice Capture Configuration up to 5 Invoices for **\$4,275** will be due at delivery, net 20 terms.

Scope of Services

Phase 1 – Initial Project Implementation

Initial Needs Assessment – 1 Day

- Interview with the Accounting department to determine current use of existing document storage, paper records, and existing document driven business processes
- Develop high-level documentation and specific recommendations to leverage Laserfiche to improve operations
- Meet with other departments to identify high level goals for future project phases

Initial Project Planning – 1 Day

- Creation of Project Plan based on high-level needs analysis, establishment of performance metrics, stakeholder dialogues, timeline development, detailed tasks creation, and communication plan development

Software Installation – 2 Days

- Installation of all Laserfiche & Psigen Software and Licensing

Basic System Configuration for Psigen and Laserfiche – 4 Days

- Assign User licenses, establish security permissions/access rights, etc. (2-Days)
- Build existing index templates, folder trees, filing rules, etc. (2-Days)

Laserfiche Connector – Integration Configuration – 1 Day

- Configure Laserfiche Connector to integrate with Banner Software to allow search functionality of documents in Laserfiche from the Banner client interface.
- Invoice ID / Workflow Script

Invoice Capture Configuration – 2 Days

- Identify the 4 highest priority invoices to automate capture and indexing with Psigen
- Consult and identify the primary requirements
- Translate requirements into Laserfiche implementation tasks
- Build and configure ingestion automation
- Training of scanning personnel to continue work on their own
- Includes validation and testing

General Laserfiche Training – 1 Day

- Train approximately 10 end-users on basic Laserfiche functionality (scanning, indexing, searching, etc.)

Laserfiche Administrator Training – 2 Days

- Provide Laserfiche Admin Training for System Administrators
 - Training will cover administrative tasks such as: assigning licenses, establishing security permissions, creating index templates, setting filing rules, configuring workflows, and running reports

On-going Project Management – 3 Days

- Ongoing project management including project status meetings, scope verification, risk management, change control, schedule control, and documentation

Project Contingency – 1 Day

- Additional project time to account for unforeseen tasks or time necessary to complete in scope requirements
 - NOTE: Will not be billed if not used

Total Estimated Professional Services Time = 18 Days

ECS/Laserfiche Professional Services Rate - \$1,800/day

Psigen Professional Services Rate - \$3,250/day

Option 2 - Invoice Capture Configuration – 2 ½ Days for up to 5 invoices (20 Hour Increments per OCFA)

- Identify 5 invoices at a time to automate capture and indexing with Psigen
- Consult and identify the primary requirements
- Translate requirements into Laserfiche implementation tasks
- Build and configure ingestion automation
- Training of scanning personnel to continue work on their own
- Includes validation and testing

Optional ECS Priority Support:

Standard support available through ECS is unlimited phone support. This is what was included in the RFP response.

ECS Priority Support would include onsite and remote support. ECS Priority Support is sold in bundles of hours. We can offer 20 hours for \$3,000. 30 hours for \$4,150. 40 hours for \$5,500. We would highly recommend at least the 20 hour package.

BEST AND FINAL PRICING PAGE

Please complete the requested information below and submit via e-mail to: rothchildong@ocfa.org.

Cost Proposal		
DESCRIPTION OF SERVICES	Original Amount	BAFO
Services in Accordance with Scope of Work, Specifications as Identified in Request for Proposals (RFP) RO2295 - AP WORKFLOW/ ERP INTEGRATED DOCUMENT IMAGING	\$109,305	\$104,300
Vendor specific invoice image-to-data template creation. (20 Hours)	\$4,500	\$4,275

1. Please provide clarification regarding additional commodities services as proposed. Provide an additional attachment if needed.

PLEASE SEE ATTACHMENT

2. OCFA specified that Banner Integration is the priority for this contract in regard to scheduling and initial payment milestone. Please verify.

YES. PLEASE SEE ATTACHMENT

3. Provide any additional information that you would like OCFA to consider.

PLEASE SEE ATTACHMENT

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby amends the original proposal as indicated in this Best and Final Offer and shall provide online payment processing services with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein. The representations herein are made under penalty of perjury.

ECS Imaging Inc.

Name of Company

5905 Brockton Avenue Ste C, Riverside, CA 92506

Address



Signature of Person Authorized to Sign

1-25-19

Date

DEBBI BODEWIJN

Printed Name

EVP

Title