



# 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, February 27, 2020 5:30 P.M.

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

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

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



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

#### CALL TO ORDER

INVOCATION by OCFA Senior Chaplain Dave Keehn

PLEDGE OF ALLEGIANCE by Director Wagner

#### ROLL CALL

#### 1. PRESENTATIONS

No items.

## REPORTS

### REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

### REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

## PUBLIC COMMENTS

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

Any member of the public may address the 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](http://www.ocfa.org). You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Board of Directors meeting.

## 2. MINUTES

### A. Minutes from the January 23, 2020, Regular Executive Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

## 3. CONSENT CALENDAR

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

### A. Monthly Investment Reports

Submitted by: Tricia Jakubiak, Treasurer

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

Recommended Action:

Receive and file the reports.

### B. 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. Contract Extension for Firefighting Personal Protective Equipment**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to issue a Blanket Purchase Order using the special procurement provision of the Purchasing Ordinance for firefighting PPE in an amount not to exceed \$660,000 annually (\$1,320,000 aggregate) for an initial two-year term plus three optional one-year renewals.

**D. Cooperative Contract - Staff Augmentation Services**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Computer Aid, Inc. to assist with development of an Immunization Records Management System in an amount not to exceed \$119,526.

**E. Blanket Order Renewal for Agency-wide Internet Services**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to extend the term and increase the amount of the blanket purchase order with Cogent Communications Group, Inc. for agency-wide internet services for a five-year term of a total amount not to exceed \$300,000 (\$60,000) annually.

**F. Award of RFP # JA2397 Communications Equipment Installation Services**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to award RFP JA2397 and execute Professional Services Agreements with 911 Vehicle, Greg Johnson Company, and West Coast Lights & Sirens Inc., for as-needed vehicle communications equipment installation services for a three-year term with an annual amount not to exceed \$250,000 for each contract.
2. Approve and authorize the Purchasing Manager to redistribute or adjust the funding between the three vendors as requested by the department provided the aggregate amount does not exceed \$750,000 annually.
3. Approve and authorize the Purchasing Manager to extend the contracts for up to two additional one-year renewals with annual price increases not to exceed 3% per year or the percentage increase in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Services in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower.
4. Approve and authorize the Purchasing Manager to execute Amendment Number Two to the Professional Services Agreement with 911 Vehicle to increase the contract value by \$200,000 (from \$240,000 to \$440,000) and extend the contract through February 29, 2020.

**G. Architectural and Construction Management Services for OCFA Renovation Project: Fire Station 41 Air Operations**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue a one-time Purchase Order in the amount of \$135,000 for OCFA Renovations Project: Station 41 Air Operations.
2. Approve and authorize the Purchasing Manager to increase the professional services agreement with Black, O'Dowd and Associates by \$150,000 to an amount not to exceed \$250,000 annually.

**H. Adoption of Resolution Approving Amendments to OCFA Records Retention Schedule**

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

Recommended Action:

Approve and adopt the proposed Resolution entitled A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE ORANGE COUNTY FIRE AUTHORITY APPROVING THE AMENDED RECORDS RETENTION SCHEDULE.

**END OF CONSENT CALENDAR**

**4. DISCUSSION CALENDAR**

No items.

**CLOSED SESSION**

No items.

**COMMITTEE MEMBER COMMENTS**

**ADJOURNMENT** – The next regular meeting of the Orange County Fire Executive Committee is scheduled for Thursday, March 26, 2020, at 5:30 p.m.



**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 20<sup>th</sup> day of February 2020.

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

**UPCOMING MEETINGS:**

Budget and Finance Committee Meeting

Wednesday, March 11, 2020, 12 noon

Executive Committee Meeting

Thursday, March 26, 2020, 5:30 p.m.

Board of Directors Meeting

Thursday, March 26, 2020, 6:00 p.m.

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Executive Committee Regular Meeting  
Thursday, January 23, 2020  
5:30 P.M.**

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

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## **CALL TO ORDER**

Chair Muller called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on January 23, 2020.

## **INVOCATION**

There was no invocation offered due to the absence of the scheduled Chaplain.

## **PLEDGE OF ALLEGIANCE**

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

## **ROLL CALL**

**Present:** Shelley Hasselbrink, Los Alamitos  
Noel Hatch, Laguna Woods  
Gene Hernandez, Yorba Linda  
Thomas Moore, Seal Beach (Alternate)  
Joe Muller, Dana Point  
Tri Ta, Westminster

**Absent:** Lisa Bartlett, County of Orange  
Ed Sachs, Mission Viejo  
Dave Shawver, Stanton

## **Also present were:**

Fire Chief Brian Fennessy  
Assistant Chief Randy Black  
Assistant Chief Jim Ruane  
General Counsel David Kendig  
Clerk of the Authority Sherry Wentz

Deputy Chief Lori Zeller  
Assistant Chief Robert Cortez  
Assistant Chief Lori Smith  
Assistant Chief Nina Collin  
Director of Communications Colleen Windsor

## **1. PRESENTATIONS**

No items.

## **REPORTS**

### **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR**

Budget and Finance Committee Chair Shelley Hasselbrink reported at the January 8, 2020, meeting, the Committee voted unanimously to receive and file the Organizational Service Level Assessment Update and approve to send the Monthly Investment Reports to the Executive Committee for approval of the recommended actions. The Committee voted unanimously to send the Next Generation Aerial Operations Pilot Program Budget Adjustment, Fiscal Year 2019/2020 Mid-Year Financial Report, and Annual Grant Priorities for 2020 to the Board of Directors for approval of the recommended actions. Following extensive discussion, the Committee voted to direct staff to provide additional information and continue the Options to Mitigate Escalating Charges to Contract Cities Beginning FY 2020/21 item to the February, Budget and Finance Committee meeting.

### **REPORT FROM FIRE CHIEF**

Fire Chief Fennessy introduced Assistant Chief Jim Ruane who provided the Quarterly Capital Improvement Projects Report.

## **PUBLIC COMMENTS**

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

## **2. MINUTES**

### **A. Minutes from the (A) November 21, 2019, Regular and (B) December 5, 2019, Special Executive Committee Meetings (F: 12.02A)**

On motion of Director Hatch and second by Director Hasselbrink, the Executive Committee voted unanimously by those present to approve the November 21, 2019, Regular Minutes and the December 5, 2019, Special Minutes as submitted. Directors Hernandez, Muller, Sedgwick, and Ta were recorded as abstentions, due to their absence from the November 21, 2019, meeting. Director Moore was recorded as an abstention for the November 21, 2019, meeting. Directors Hernandez and Moore were recorded as abstentions due to their absence from the December 5, 2019, meeting.

## **3. CONSENT CALENDAR**

### **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 Increase for Helicopter Maintenance Repair Services (F: 19.10C)**

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 increase the blanket order contract with RSI in the amount of \$204,366 (to a total not to exceed amount of \$1,250,480) for the current contract ending November 30, 2019, to pay for work completed as part of the major inspection services.
2. Approve and authorize the Purchasing Manager to increase the blanket order beginning December 1, 2019, in the amount of \$800,000 (from \$300,000 to \$1,100,000) to cover the major inspection service for Helicopter 4 and the annual as-needed repairs.
3. Approve and authorize the Purchasing Manager to increase the contract value from \$300,000 to \$800,000 annually on the remaining two contract extensions (through November 30, 2023).

**C. Increase to Agreement for Engineering and Construction Management Services for Expanded OCFA Training Grounds Upgrades (F: 19.07B25)**

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 the professional services agreement with RSSE Structural Engineers, Inc., and corresponding one-time purchase order, by \$692,000 to an amount not to exceed \$852,000 for expanded services in support of the RFOTC Training Grounds Upgrade Project.

**D. Project and Construction Management Services for Fire Station Renovations Project: Stations 14 & 16 (Silverado) and 32 & 53 (Yorba Linda) (F: 17.10H3b)**

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 a one-time Purchase Order in the amount of \$285,000 for OCFA Renovations Project: Stations 14, 16, 32, 53.
2. Approve and authorize the Purchasing Manager to increase the professional services agreement with Griffin Structures by \$150,000 to an amount not to exceed \$250,000 annually.

**E. Blanket Order Contract Increase for General Counsel Services (F: 17.10G2)**

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 increase Blanket Order 1267 with Woodruff Spradlin & Smart by \$146,610 for a total not to exceed \$671,610, to cover legal costs for the remainder of the contract year (through February 29, 2020).
2. Approve and authorize the Purchasing Manager to establish the new Blanket Order (beginning March 1, 2020) in a not to exceed amount of \$675,000.

**END OF CONSENT CALENDAR**

#### **4. DISCUSSION CALENDAR**

No items.

#### **CLOSED SESSION**

No items.

#### **COMMITTEE MEMBER COMMENTS**

The Committee Members made no comments.

**ADJOURNMENT** – Chair Muller adjourned the meeting at 5:35 p.m. The next regular meeting of the Orange County Fire Executive Committee is scheduled for Thursday, February 27, 2020, at 5:30 p.m.

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 27, 2020

Agenda Item No. 3A  
Consent Calendar

**Monthly Investment Reports**

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**Contact(s) for Further Information**

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

**Summary**

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

**Prior Board/Committee Action**

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

At its Special February 11, 2020, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended December 31, 2019. A preliminary investment report as of January 24, 2020, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – December 2019/Preliminary Report – January 2020

# *Orange County Fire Authority Monthly Investment Report*



*Final Report – December 2019*

*Preliminary Report – January 2020*



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

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***Orange County Fire Authority***

***Final Investment Report***

***December 31, 2019***



## EXECUTIVE SUMMARY

### *Portfolio Activity & Earnings*

During the month of December 2019, the size of the portfolio increased significantly by \$72.0 million to \$206.2 million. Significant receipts for the month included the third apportionment of secured property taxes in the amount of \$94.5 million, nine cash contract payments totaling \$20.3 million and various intergovernmental agency payments and other charges for current services totaling \$1.2 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$14.0 million each with related benefits and a \$13.7 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 \$46.0 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) decreased 18 basis points to 1.73%. The effective rate of return declined by 24 basis points to 1.77% for the month and by 8 basis points to 2.12% for the fiscal year to date. The average maturity of the portfolio increased by 10 days to 30 days to maturity.

### *Economic News*

The U.S. economy continued to grow in December 2019. Job gains were lower than expected but adequate with 145,000 new jobs created. The unemployment rate was unchanged at 3.5%, staying at a nearly 50-year record low. Consumer confidence slipped slightly as expectations fell about economic growth in the next six months. Retail sales increased 0.3% in December and 5.8% year-over-year. There was better than expected expansion in the non-manufacturing/services sector. However, the manufacturing slump worsened amid the trade war with China. The CPI (Consumer Price Index) rose 0.2%. Industrial production declined as warm winter weather caused utility output to drop. Existing home sales rose 3.6% yet, new sales unexpectedly dropped by 0.4%. On January 29, 2019, the Federal Open Market Committee met and, as expected, voted to keep the federal funds rate at the target range of 1.50% to 1.75%. The Fed indicated the current policy is appropriate to sustain expansion.



### BENCHMARK COMPARISON AS OF DECEMBER 31, 2019

3 Month T-Bill: 1.57%

1 Year T-Bill: 1.55%

6 Month T-Bill: 1.58%

LAIF: 2.04%

OCFA Portfolio: 1.77%

### PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$206,205,550	\$133,967,360	\$194,645,592
Yield to Maturity (365 day)	1.73%	1.91%	2.25%
Effective Rate of Return	1.77%	2.01%	2.25%
Days to Maturity	30	20	41



# **ORANGE COUNTY FIRE AUTHORITY** **Portfolio Management** **Portfolio Summary** **December 31, 2019**

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 Call / Maturity	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Money Mkt Mutual Funds/Cash	15,242,567.62	15,242,567.62	15,242,567.62	7.43	1	1	1.164	1.180
Federal Agency Coupon Securities	11,000,000.00	11,010,450.00	11,011,579.62	5.37	1,019	93	1.558	1.580
Federal Agency Disc. -Amortizing	99,200,000.00	99,014,848.00	99,009,534.43	48.24	72	44	1.592	1.614
Treasury Discounts -Amortizing	15,000,000.00	14,975,200.00	14,972,158.34	7.30	107	41	1.722	1.745
Local Agency Investment Funds	65,000,000.00	65,115,069.37	65,000,000.00	31.67	1	1	2.015	2.043
<b>Investments</b>	<b>205,442,567.62</b>	<b>205,358,134.99</b>	<b>205,235,840.01</b>	<b>100.00%</b>	<b>98</b>	<b>30</b>	<b>1.702</b>	<b>1.726</b>
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	781,450.86	781,450.86	781,450.86		1	1	0.000	0.000
Accrued Interest at Purchase		46,444.44	46,444.44					
Subtotal		827,895.30	827,895.30					
<b>Total Cash and Investments</b>	<b>206,224,018.48</b>	<b>206,186,030.29</b>	<b>206,063,735.31</b>		<b>98</b>	<b>30</b>	<b>1.702</b>	<b>1.726</b>

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	246,049.74	1,563,888.25
Average Daily Balance	163,902,601.81	146,183,912.19
Effective Rate of Return	1.77%	2.12%

"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* 1/3/2020  
 Patricia Jakubiak, Treasurer

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

Book Value of Cash & Investments before GASB 31 (Above)	\$ 206,063,735.31
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ 141,814.96
Total	<u>\$ 206,205,550.27</u>



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 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	Book Value	Stated Rate	YTM/C 365	Days to Call / Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			15,242,567.62	15,242,567.62	15,242,567.62	1.180	1.180	1	
<b>Subtotal and Average</b>			<b>16,030,183.94</b>		<b>15,242,567.62</b>	<b>15,242,567.62</b>	<b>15,242,567.62</b>		<b>1.180</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3130AH7E7	993	Fed Home Loan Bank (Callable on 4/3/20)		12/19/2019	11,000,000.00	11,010,450.00	11,011,579.62	2.000	1.580	93	10/03/2022
<b>Subtotal and Average</b>			<b>4,618,027.17</b>		<b>11,000,000.00</b>	<b>11,010,450.00</b>	<b>11,011,579.62</b>		<b>1.580</b>	<b>93</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313312TX8	988	Farm Credit Disc Note		12/19/2019	6,000,000.00	5,983,620.00	5,983,360.00	1.560	1.609	64	03/05/2020
313396RQ8	983	Freddie Mac		10/02/2019	6,000,000.00	5,997,960.00	5,997,405.00	1.730	1.787	9	01/10/2020
313384RU5	984	Fed Home Loan Bank		11/07/2019	10,000,000.00	9,995,000.00	9,994,438.89	1.540	1.588	13	01/14/2020
313384RU5	985	Fed Home Loan Bank		11/27/2019	10,000,000.00	9,995,000.00	9,994,294.44	1.580	1.628	13	01/14/2020
313384RU5	986	Fed Home Loan Bank		11/27/2019	16,000,000.00	15,992,000.00	15,990,871.11	1.580	1.628	13	01/14/2020
313384UN7	987	Fed Home Loan Bank		12/20/2019	11,000,000.00	10,962,820.00	10,962,343.33	1.560	1.610	79	03/20/2020
313384SE0	989	Fed Home Loan Bank		12/19/2019	11,000,000.00	10,989,880.00	10,989,458.33	1.500	1.544	23	01/24/2020
313384TJ8	990	Fed Home Loan Bank		12/19/2019	7,200,000.00	7,184,808.00	7,184,190.00	1.550	1.598	51	02/21/2020
313384SR1	991	Fed Home Loan Bank		12/19/2019	11,000,000.00	10,984,710.00	10,983,741.39	1.565	1.612	34	02/04/2020
313384XL8	992	Fed Home Loan Bank		12/19/2019	11,000,000.00	10,929,050.00	10,929,431.94	1.550	1.605	149	05/29/2020
<b>Subtotal and Average</b>			<b>68,118,604.68</b>		<b>99,200,000.00</b>	<b>99,014,848.00</b>	<b>99,009,534.43</b>		<b>1.614</b>	<b>44</b>	
<b>Treasury Discounts -Amortizing</b>											
912796TA7	981	US Treasury Bill		09/17/2019	5,000,000.00	4,998,650.00	4,997,922.22	1.870	1.934	8	01/09/2020
912796TH2	982	US Treasury Bill		09/30/2019	5,000,000.00	4,986,850.00	4,984,444.45	1.750	1.788	64	03/05/2020
912796TG4	994	US Treasury Bill		12/31/2019	5,000,000.00	4,989,700.00	4,989,791.67	1.470	1.514	50	02/20/2020
<b>Subtotal and Average</b>			<b>10,135,786.02</b>		<b>15,000,000.00</b>	<b>14,975,200.00</b>	<b>14,972,158.34</b>		<b>1.745</b>	<b>41</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			65,000,000.00	65,115,069.37	65,000,000.00	2.043	2.043	1	
<b>Subtotal and Average</b>			<b>65,000,000.00</b>		<b>65,000,000.00</b>	<b>65,115,069.37</b>	<b>65,000,000.00</b>		<b>2.043</b>	<b>1</b>	
<b>Total and Average</b>			<b>163,902,601.81</b>		<b>205,442,567.62</b>	<b>205,358,134.99</b>	<b>205,235,840.01</b>		<b>1.726</b>	<b>30</b>	

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2019	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2019	761,450.86	761,450.86	761,450.86		0.000	1
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		46,444.44	46,444.44			1
				Subtotal		827,895.30	827,895.30			
<b>Total Cash and Investments</b>			<b>163,902,601.81</b>		<b>206,224,018.48</b>	<b>206,186,030.29</b>	<b>206,063,735.31</b>		<b>1.726</b>	<b>30</b>

Orange County Fire Authority

In service of others!



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of January 1, 2020**

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	( 01/01/2020 - 01/01/2020 )	4 Maturities	0 Payments	81,024,018.48	39.33%	81,024,018.48	81,139,087.85
Aging Interval: 1 - 30 days	( 01/02/2020 - 01/31/2020 )	6 Maturities	0 Payments	58,000,000.00	28.14%	57,964,389.99	57,968,490.00
Aging Interval: 31 - 60 days	( 02/01/2020 - 03/01/2020 )	3 Maturities	0 Payments	23,200,000.00	11.24%	23,157,723.06	23,159,218.00
Aging Interval: 61 - 91 days	( 03/02/2020 - 04/01/2020 )	3 Maturities	0 Payments	22,000,000.00	10.64%	21,930,147.78	21,933,290.00
Aging Interval: 92 - 121 days	( 04/02/2020 - 05/01/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	( 05/02/2020 - 06/01/2020 )	1 Maturities	0 Payments	11,000,000.00	5.31%	10,929,431.94	10,929,050.00
Aging Interval: 153 - 183 days	( 06/02/2020 - 07/02/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	( 07/03/2020 - 10/01/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	( 10/02/2020 - 12/31/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 01/01/2021 - 12/31/2022 )	1 Maturities	0 Payments	11,000,000.00	5.34%	11,011,579.62	11,010,450.00
Aging Interval: 1096 days and after	( 01/01/2023 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		18 Investments	0 Payments		100.00	206,017,290.87	206,139,585.85





**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, 2019 includes an increase of \$111,266 to the LAIF investment and an increase of \$30,549 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, 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, 2019 is 1.001770298. When applied to OCFA's LAIF investment, the fair value is \$65,115,069 or \$115,069 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at December 31, 2019 is included on the following page.



# State of California

## Pooled Money Investment Account

### Market Valuation

### 12/31/2019

Description		Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
1*	United States Treasury:				
	Bills	\$ 17,174,339,397.43	\$ 17,350,129,672.69	\$ 17,365,398,000.00	NA
	Notes	\$ 30,739,969,843.54	\$ 30,731,614,309.82	\$ 30,856,016,000.00	\$ 123,724,495.00
1*	Federal Agency:				
	SBA	\$ 563,068,144.49	\$ 563,068,144.49	\$ 559,814,189.13	\$ 1,060,847.49
	MBS-REMICs	\$ 19,117,016.90	\$ 19,117,016.90	\$ 19,707,931.37	\$ 89,294.47
	Debentures	\$ 2,345,173,135.80	\$ 2,345,053,344.14	\$ 2,358,141,250.00	\$ 12,401,929.25
	Debentures FR	\$ -	\$ -	\$ -	\$ -
	Debentures CL	\$ 775,000,000.00	\$ 775,000,000.00	\$ 774,976,000.00	\$ 1,472,708.50
	Discount Notes	\$ 8,184,116,847.13	\$ 8,212,363,645.77	\$ 8,213,758,500.00	NA
1*	Supranational Debentures	\$ 664,499,557.94	\$ 664,015,463.49	\$ 668,156,900.00	\$ 3,146,068.25
1*	Supranational Debentures FR	\$ 200,189,619.96	\$ 200,189,619.96	\$ 200,208,546.60	\$ 690,069.72
2*	CDs and YCDs FR	\$ 400,000,000.00	\$ 400,000,000.00	\$ 400,000,000.00	\$ 521,646.05
2*	Bank Notes	\$ 700,000,000.00	\$ 700,000,000.00	\$ 700,074,261.44	\$ 5,441,333.35
2*	CDs and YCDs	\$ 15,050,000,000.00	\$ 15,050,000,000.00	\$ 15,051,899,567.98	\$ 80,940,374.96
2*	Commercial Paper	\$ 6,769,921,930.60	\$ 6,795,891,652.80	\$ 6,796,111,305.57	NA
1*	Corporate:				
	Bonds FR	\$ -	\$ -	\$ -	\$ -
	Bonds	\$ -	\$ -	\$ -	\$ -
1*	Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1*	Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
	Time Deposits	\$ 4,736,240,000.00	\$ 4,736,240,000.00	\$ 4,736,240,000.00	NA
	AB 55 & GF Loans	\$ 605,929,000.00	\$ 605,929,000.00	\$ 605,929,000.00	NA
	<b>TOTAL</b>	<b>\$ 88,927,564,493.79</b>	<b>\$ 89,148,611,870.06</b>	<b>\$ 89,306,431,452.09</b>	<b>\$ 229,488,767.04</b>

Fair Value Including Accrued Interest

\$ 89,535,920,219.13

\* 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 (1.001770298).  
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 \$20,035,405.95 or \$20,000,000.00 x 1.001770298.



*Orange County Fire Authority*

*Preliminary Investment Report*

*January 24, 2020*





**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**January 24, 2020**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call / Maturity	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Money Mkt Mutual Funds/Cash	14,072,806.14	14,072,806.14	14,072,806.14	9.01	1	1	1.164	1.180
Federal Agency Coupon Securities	11,000,000.00	11,009,130.00	11,008,558.85	7.05	1,019	69	1.558	1.580
Federal Agency Disc. -Amortizing	46,200,000.00	46,094,990.00	46,091,030.00	29.52	91	55	1.585	1.607
Treasury Discounts -Amortizing	10,000,000.00	9,987,050.00	9,984,969.45	6.39	104	33	1.628	1.651
Local Agency Investment Funds	75,000,000.00	75,132,772.35	75,000,000.00	48.03	1	1	2.015	2.043
<b>Investments</b>	<b>156,272,806.14</b>	<b>156,296,748.49</b>	<b>156,157,364.44</b>	<b>100.00%</b>	<b>106</b>	<b>24</b>	<b>1.754</b>	<b>1.779</b>
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	623,114.82	623,114.82	623,114.82		1	1	0.000	0.000
Accrued Interest at Purchase		46,444.44	46,444.44					
Subtotal		669,559.26	669,559.26					
<b>Total Cash and Investments</b>	<b>156,895,920.96</b>	<b>156,966,307.75</b>	<b>156,826,923.70</b>		<b>106</b>	<b>24</b>	<b>1.754</b>	<b>1.779</b>

Total Earnings	January 24 Month Ending	Fiscal Year To Date
Current Year	216,819.33	1,808,257.39
Average Daily Balance	190,469,722.83	151,293,813.42
Effective Rate of Return	1.73%	2.10%

"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, 2020. 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      1/31/2020

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**January 24, 2020**

(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 Call / Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			14,072,806.14	14,072,806.14	14,072,806.14	1.180	1.180	1	
<b>Subtotal and Average</b>			<b>14,880,841.90</b>		<b>14,072,806.14</b>	<b>14,072,806.14</b>	<b>14,072,806.14</b>		<b>1.180</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3130AH7E7	993	Fed Home Loan Bank (Callable on 4/3/20)		12/19/2019	11,000,000.00	11,009,130.00	11,008,558.85	2.000	1.580	69	10/03/2022
<b>Subtotal and Average</b>			<b>11,010,006.30</b>		<b>11,000,000.00</b>	<b>11,009,130.00</b>	<b>11,008,558.85</b>		<b>1.580</b>	<b>69</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313312TX8	988	Farm Credit Disc Note		12/19/2019	6,000,000.00	5,990,220.00	5,989,600.00	1.560	1.609	40	03/05/2020
313384UN7	987	Fed Home Loan Bank		12/20/2019	11,000,000.00	10,975,030.00	10,973,783.33	1.560	1.610	55	03/20/2020
313384TJ8	990	Fed Home Loan Bank		12/19/2019	7,200,000.00	7,192,440.00	7,191,630.00	1.550	1.598	27	02/21/2020
313384SR1	991	Fed Home Loan Bank		12/19/2019	11,000,000.00	10,996,260.00	10,995,218.06	1.565	1.612	10	02/04/2020
313384XL8	992	Fed Home Loan Bank		12/19/2019	11,000,000.00	10,941,040.00	10,940,798.61	1.550	1.605	125	05/29/2020
<b>Subtotal and Average</b>			<b>78,349,351.25</b>		<b>46,200,000.00</b>	<b>46,094,990.00</b>	<b>46,091,030.00</b>		<b>1.607</b>	<b>55</b>	
<b>Treasury Discounts -Amortizing</b>											
912796TH2	982	US Treasury Bill		09/30/2019	5,000,000.00	4,992,000.00	4,990,277.78	1.750	1.788	40	03/05/2020
912796TG4	994	US Treasury Bill		12/31/2019	5,000,000.00	4,995,050.00	4,994,691.67	1.470	1.514	26	02/20/2020
<b>Subtotal and Average</b>			<b>11,646,190.05</b>		<b>10,000,000.00</b>	<b>9,987,050.00</b>	<b>9,984,969.45</b>		<b>1.651</b>	<b>33</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	75,132,772.35	75,000,000.00	2.043	2.043	1	
<b>Subtotal and Average</b>			<b>74,583,333.33</b>		<b>75,000,000.00</b>	<b>75,132,772.35</b>	<b>75,000,000.00</b>		<b>2.043</b>	<b>1</b>	
<b>Total and Average</b>			<b>190,469,722.83</b>		<b>156,272,806.14</b>	<b>156,296,748.49</b>	<b>156,157,364.44</b>		<b>1.779</b>	<b>24</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**January 24, 2020**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2019	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2019	603,114.82	603,114.82	603,114.82		0.000	1
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		46,444.44	46,444.44			<b>1</b>
				Subtotal		669,559.26	669,559.26			
<b>Total Cash and Investments</b>			<b>190,469,722.83</b>		<b>156,895,920.96</b>	<b>156,966,307.75</b>	<b>156,826,923.70</b>		<b>1.779</b>	<b>24</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of January 25, 2020**

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	( 01/25/2020 - 01/25/2020 )	4 Maturities	0 Payments	89,695,920.96	57.21%	89,695,920.96	89,828,693.31
Aging Interval: 1 - 30 days	( 01/26/2020 - 02/24/2020 )	3 Maturities	0 Payments	23,200,000.00	14.79%	23,181,539.73	23,183,750.00
Aging Interval: 31 - 60 days	( 02/25/2020 - 03/25/2020 )	3 Maturities	0 Payments	22,000,000.00	14.00%	21,953,661.11	21,957,250.00
Aging Interval: 61 - 91 days	( 03/26/2020 - 04/25/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	( 04/26/2020 - 05/25/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	( 05/26/2020 - 06/25/2020 )	1 Maturities	0 Payments	11,000,000.00	6.98%	10,940,798.61	10,941,040.00
Aging Interval: 153 - 183 days	( 06/26/2020 - 07/26/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	( 07/27/2020 - 10/25/2020 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	( 10/26/2020 - 01/24/2021 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 01/25/2021 - 01/24/2023 )	1 Maturities	0 Payments	11,000,000.00	7.02%	11,008,558.85	11,009,130.00
Aging Interval: 1096 days and after	( 01/25/2023 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		12 Investments	0 Payments		100.00	156,780,479.26	156,919,863.31



**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, 2019 includes an increase of \$111,266 to the LAIF investment and an increase of \$30,549 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

## GLOSSARY

### INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

### ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 27, 2020

Agenda Item No. 3B  
Consent Calendar

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**Second Quarter Financial Newsletter**

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**Contact(s) for Further Information**

Robert Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012
Tricia Jakubiak, Treasurer	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Deborah Gunderson, Budget Manager	<a href="mailto:deborahgunderson@ocfa.org">deborahgunderson@ocfa.org</a>	714.573.6302

**Summary**

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the second quarter of FY 2019/20.

**Prior Board/Committee Action**

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

At its Special February 11, 2020, 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 2019 to December 2019



# 2nd Quarter July to December 2019

# Financial Newsletter

## Summary

The Quarterly Financial Newsletter provides summary level information regarding the General Fund (GF) operating budget and Capital Improvement Program (CIP) budget to highlight revenue and expenditure trends and areas of note.

With the 2nd Quarter (i.e. 50%) of the fiscal year completed, General Fund actual revenues are exceeding budget estimates and expenditures are slightly lower than anticipated. As of the end of the quarter, OCFA received 53% of budgeted revenues and expended 49% of appropriations.

CIP projects are well underway with 25% of the GF CIP and Fire Apparatus budgets expended thus far.

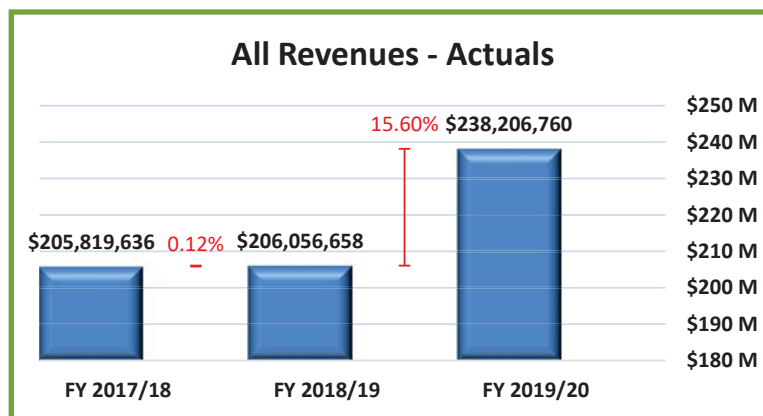
For additional info, see attached newsletter.



## General Fund

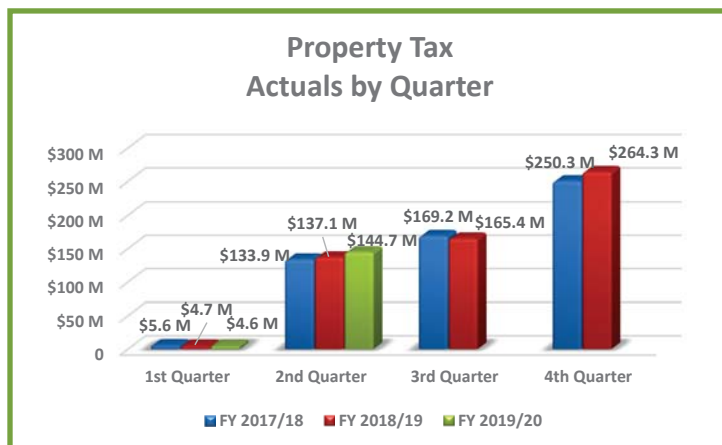
**REVENUES** - General Fund revenues received as of the 2nd Quarter amounted to \$238 million; approximately 15.6% higher than the prior year. The increase is primarily

due to new revenues in the 2019/20 fiscal year such as Garden Grove contract charges and funding attributed to the FIRIS and NextGen pilot programs. The top five revenues, which are comprised of Property Taxes, Cash

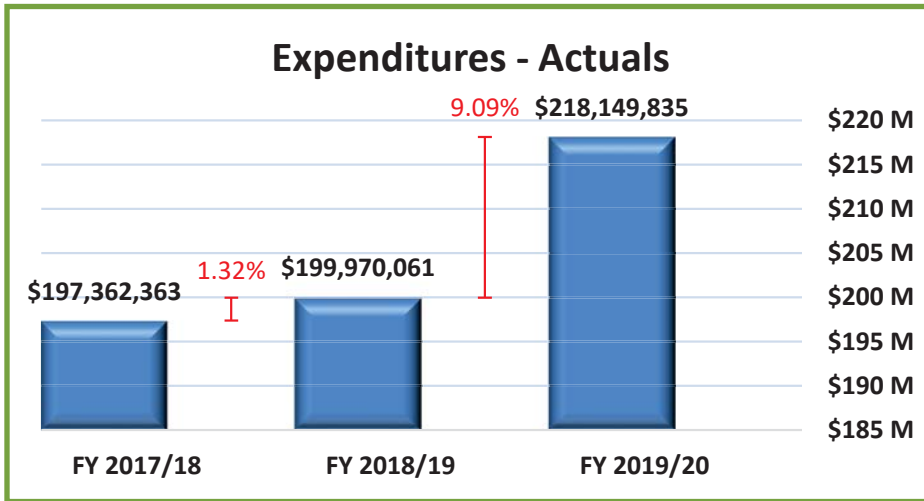


Contracts, Miscellaneous, State Reimbursements, and Community Risk Reduction Fees are trending as expected, apart from Property Tax; we are recommending a Mid-year Budget Adjustment to increase Property tax by \$2.7 million.

2nd Quarter Property Tax revenues are trending at a similar pace and pattern when compared to prior fiscal years.

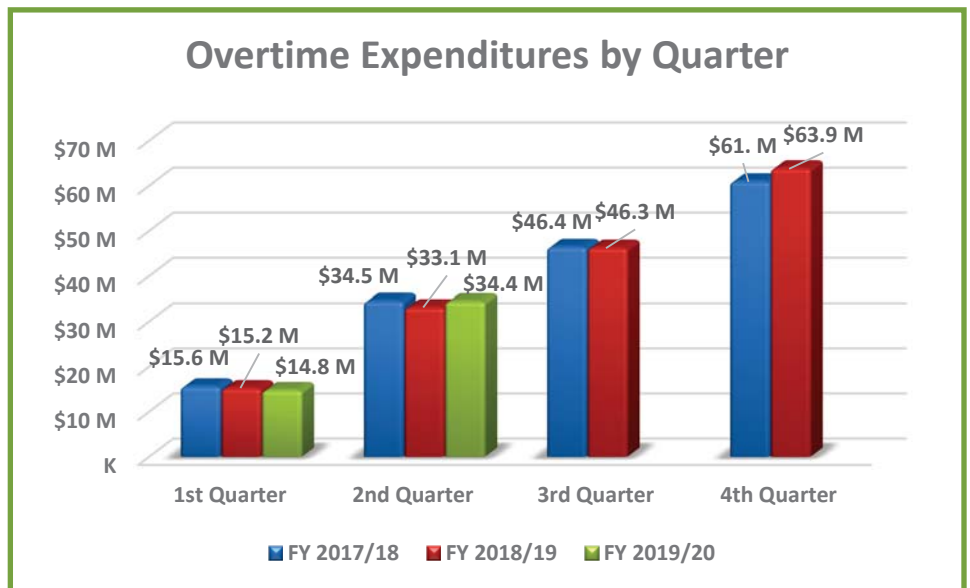


**EXPENDITURES** — General Fund expenditures for the 2nd Quarter amounted to \$218 million and reflect an increase of 9.09% when compared to the prior fiscal year. Initial budget estimates projected 2nd Quarter expenditures ending at \$222 million.



Lower than anticipated salary and employee benefit costs due to vacancies are the drivers. Services and supplies ended the quarter higher than anticipated due to higher than originally budgeted expenditures for the Next Generation Aerial Operations Pilot Program; however this was off-set by the lower than anticipated salary and benefits costs.

The following Overtime Expenditures by Quarter chart captures historical cumulative overtime expenditures from fiscal year 2017/18 through the 2nd Quarter of 2019/20. Actual overtime expenditures are trending slightly higher than last year, but on track with the 2017-18 fiscal year. Overtime expenses increased this year over last due to emergency incidents and upstaffing for high fire risk weather conditions such as the October and November 2019 wind events. Open Position overtime continues to be the largest category of overtime, however after researching the overtime data we were able to reclassify some overtime to the Emergency category. This served to adjust the trend we saw beginning in the first quarter and put all categories of overtime in line with budgetary estimates.



*We hope you have found this summary information illustrative and useful. Additional detailed information is included in following Newsletter pages, including progress for each of the CIP funds.*





# Orange County Fire Authority

## Second Quarter Financial Newsletter – July 2019 to December 2019

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### **OVERVIEW**

This report covers fiscal activities in the General Fund and CIP Funds through the second quarter of Fiscal Year 2019/20. 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 53.2% of budget and expenditures are 49.3% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Variance
Revenues	238,483,199	448,049,397	209,566,198	53.2%
Expenditures	218,149,835	442,529,942	224,380,107	49.3%

**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 Est. in Dollars	% Variance
Property Taxes	144,685,449	141,992,408	2,693,041	2%
Cash Contracts	71,624,813	72,058,412	(433,599)	-1%
State Reimbursements	9,829,501	6,000,000	3,829,501	64%
Miscellaneous	5,580,361	5,500,000	80,361	1%
Community Risk Reduction Fees	2,783,871	2,646,168	137,703	5%
<b>Total</b>	<b>234,503,995</b>	<b>228,196,988</b>	<b>6,307,007</b>	<b>3%</b>

- **Property Taxes:** This category is exceeding budget estimates by \$2.7 million or 2%. Staff has recommended a Mid-Year adjustment to property tax.
- **State Reimbursements:** Reimbursements are trending higher than estimated by 64% or \$3.8 million. This is reflective of Assistance-by-Hire overtime reimbursements for out-of-county emergency incident response and will be adjusted at Mid-year.

**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 Est. in Dollars	% Variance
Business Services	17,606,098	17,977,869	(371,770)	-2%
Command & Emergency Planning	4,118,532	3,988,519	130,013	3%
Community Risk Reduction	4,848,838	5,443,542	(594,704)	-11%
EMS	2,909,124	2,791,454	117,670	4%
Executive Management	3,349,530	3,778,481	(428,951)	-11%
Human Resources	5,103,119	5,617,055	(513,936)	-9%
Logistics	16,108,991	16,520,584	(411,593)	-2%
Operations	145,944,447	148,619,247	(2,674,800)	-2%
Special Operations	18,161,153	17,409,907	751,247	4%
<b>Total</b>	<b>218,149,835</b>	<b>222,146,657</b>	<b>(3,996,823)</b>	<b>-2%</b>

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

- **Community Risk Reduction** – This department’s expenditures are below budget estimates by 11% or approximately \$595,000. This is reflective of vacancies and underfilled positions throughout the department.
- **Executive Management** – This department is trending below budget estimates by approximately \$429,000 or 11%. This is due to vacancies in key positions.
- **Operations** – This department is trending below budget estimates primarily due to vacancies. While the Overtime category of salaries are exceeding budget estimates and will be adjusted at the Mid-year Budget Adjustment, vacancies in Operations are resulting in larger than expected salary savings at this point in the fiscal year. Salary savings are incorporated into the Mid-year Budget Adjustment and we expect this trend to narrow over the next two quarters.

Expenditures by type are outlined below, with exception details following the table:

Expenditures by Type	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	191,160,390	195,984,746	(4,824,356)	-2%
Services and Supplies	25,547,166	24,535,658	1,011,508	4%
Equipment	1,442,278	1,626,253	(183,976)	-11%
<b>Total</b>	<b>218,149,835</b>	<b>222,146,657</b>	<b>(3,996,823)</b>	<b>-2%</b>

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

- **Salary & Employee Benefits** –This category is trending under budget estimates by approximately \$4.8 million or 2%. This is primarily due to vacancies throughout OCFA.

Salary savings are incorporated into the Mid-year Budget Adjustment and we expect this trend to narrow over the next two quarters.

- **Services and Supplies** – Actual expenditures finished approximately \$1.0 million or 4% over estimates through the second quarter. This is primarily due to the Next Generation Aerial Operations Pilot Program which was closed out with a \$1.1 million budget adjustment in January.
- **Equipment** – This category is trending under budget estimates by 11% or \$184,000. Larger expenditure projects within the Authority have not made the amount of progress at this point in the fiscal year as was expected.

## **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	2,205,394	8,523,006	26%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$8.5 million include funding for routine maintenance and replacement of equipment such as tablets, PCs, laptops, printers, 800 MHz radios, VHF radios, MDC system, fire station telephone/alarm system upgrade, network servers, data storage, CPR auto continuous chest compression devices, high pressure airbags, fire shelters, thermal imaging cameras, fire station bathroom gender accommodation projects, FS 41 tarmac repairs and dormitory privacy, FS 51 painting and leak repairs, and FS 6 and 26 kitchen, flooring and/or bathroom remodels.
- YTD Expenditures of approximately \$2.2 million are attributable primarily to the CPR auto continuous chest compression devices, and various IT projects.

### **Fire Stations and Facilities**

Fund 123	YTD Actual	Budget	Percent
Revenue	669,381	385,115	173.8%
Expenditures	287,875	9,511,707	3.0%

- Revenues in this fund are attributable to interest earned through the second quarter and an unbudgeted developer contribution.
- Appropriations of \$9.5 million include funding for replacement of Fire Station 9, 10, and 12, RFOTC Training Grounds expansion and upgrade; FS 49 Apparatus bay floor reconstruction, infrastructure security enhancements, retrofit of existing fire station life and

safety systems, US&R warehouse training center improvements, and FS 42 site stabilization.

- Expenditures through the second quarter are attributable to the RFOTC Training Grounds expansion and upgrade; infrastructure security enhancements and FS 42 site stabilization.

### Communications & Info. Systems

Fund 124	YTD Actual	Budget	Percent
Revenue	81,762	91,948	88.9%
Expenditures	577,299	4,643,508	12.4%

- Revenues in this fund are attributable to interest earned through the second quarter.
- Appropriations of \$4.6 million include funding for: OCFA Enterprise Audio Video Equipment Upgrades, RFOTC Data Center Fire Suppression system, Disaster Recovery Co-Location facility, 800 MHz System Upgrade-OCFA base stations and ECC, Incident Reporting Application Replacement, IFP Replacement, and theHIVE cloud upgrade
- YTD expenditures are spread almost evenly across all the projects save theHive, reflecting progress on all projects. The 800 M

### Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	1,098,598	2,185,515	50.3%
Expenditures	4,557,649	17,698,655	25.8%

- 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 vehicle outfitting, air utility vehicle, 2 dozer tenders, 2 compact track loaders, a dozer and its tractor and trailer, foam tender, full size 4 door, 3 utility pickups, a superintendent vehicle, a TDA 100' quint, 6 cargo vans, 7 mid-size pickups, 3 vans, 4 general pickups, and 1 light service truck.

### 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  
February 27, 2020

Agenda Item No. 3C  
Consent Calendar

**Contract Extension for Firefighting Personal Protective Equipment**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Russ Snider, Service Center Supervisor

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

714.573.6601

**Summary**

This agenda item is submitted for approval to extend the current Blanket Purchase Order with AllStar Fire Equipment, Inc. (AllStar) for the periodic replacement of personal protective equipment (PPE).

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

On January 15, 2015, the Executive Committee approved the award of Request for Proposals (RFP) DC1925 for Firefighter Turnout Clothing to AllStar Fire Equipment, Inc. for an initial term of one year plus two optional single year renewals. On March 24, 2016, the Executive Committee approved the award of a two-year sole source agreement to AllStar for structural firefighting gloves as a result of Request for Information (RFI) JA2059.

On October 27, 2016, the Board of Directors approved the release of excess General Fund reserves in the amount of \$2,300,000 to fund the one-time outfitting of a second set of PPE for every firefighter. In order to allow for the outfitting of a second set of gloves as part of the distribution of the second sets of PPE, the Executive Committee approved a one-time increase to the AllStar contract for an amount not to exceed \$140,000 on April 27, 2017.

Executive Committee approval to exercise the two one-year renewal options for firefighter turnout clothing and structural firefighting gloves was provided on January 25, 2018, and April 26, 2018, respectively.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to issue a Blanket Purchase Order using the special procurement provision of the Purchasing Ordinance for firefighting PPE in an amount not to exceed \$660,000 annually (\$1,320,000 aggregate) for an initial two-year term plus three optional one-year renewals.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for firefighting PPE has been approved in the Adopted FY 2019/20 General Fund Budget, specifically in the Material Management Section's budget for clothing and personal supplies.

## **Background**

### ***Initial Contract Award***

The initial agreement for firefighter turnouts was the result of RFP DC1925 where OCFA, as the lead agency, issued a joint solicitation with the City of Anaheim. The process included a blind trial where PPE was tested by subject matter experts at both agencies. Six proposals were received, however two were disqualified for not providing samples of their turnouts as required (Municipal Emergency Services representing Morning Pride, and Vanguard Global Solutions representing Viking Life Saving Equipment). As a result of extensive testing, both OCFA and the City of Anaheim awarded agreements to AllStar for Lion manufactured PPE.

The initial agreement for structural firefighting gloves was the result of RFI JA2059. The intent was to trial and select the glove that best met OCFA needs, and then issue an Invitation for Bids. The results of the wear trial demonstrated that the Lion structural firefighting glove was superior to the other gloves tested. Because AllStar is the sole distributor for Lion, a sole-source agreement was awarded to AllStar.

### ***Request for Information***

On October 3, 2019 staff issued Request for Information SK2365. The purpose of the RFI was to determine whether significant advances in PPE technology have been made since OCFA's current turnouts were selected five years ago. If there had been, staff planned to issue a solicitation to identify a new turnout specification and potentially change from Lion PPE. Otherwise, staff planned to continue with Lion PPE for the remainder of its recommended PPE shelf life (five additional years).

In response to the RFI, three distributors submitted information for turnouts manufactured by Lion, Morning Pride, and Globe. An evaluation panel consisting of representatives from Risk Management, Training and Safety Services, Service Center, and Operations evaluated the submittals.

The panel determined that the metrics most relevant to OCFA, based on the current types of injuries experienced in the field, are Total Heat Loss (THL) and Thermal Protective Performance (TPP). The RFI submittals showed that the OCFA adopted Lion specification remains comparable to the highest rated THL and TPP available. The subject matter experts also noted that for turnouts with metrics exceeding the current Lion specifications, the performance differences would not be perceptible to the end user. Because of this, the panel determined that there have not been sufficient advances in PPE technology to warrant moving away from the current specification at this time.

### ***Recommendation***

Based upon an evaluation of current technology, staff is recommending approval to authorize the Purchasing Manager to issue a Blanket Purchase Order to AllStar specifying the current OCFA adopted PPE. Because AllStar is the sole distributor for Lion, this requires utilization of the special procurement provision of the OCFA Purchasing Ordinance. Staff will begin a new solicitation process after the initial two-year term. This will allow sufficient time to complete specifications and conduct field trials in anticipation a new agreement for PPE in January of 2025.

## **Attachment(s)**

AllStar Fire Equipment Special Procurement 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: Logistics / Service Center	Requested By: Russ Snider	Date: 2/10/2020
Recommended Vendor: AllStar Fire Equipment, Inc.	Vendor Contact: John Sprengelmeyer	Vendor's E-mail Address: johns@allstarfire.com
Vendor Address: 12328 Lower Azusa Road, Arcadia, CA 91006		Vendor's Telephone #: (626) 652-0900
Type of Contract: <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): March 1, 2020 - February 28, 2022	Contract Amount: \$600,000 Annually
If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).		Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

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

Firefighter personal protective equipment used when fighting structure fires. The ensemble, manufactured by Lion, consists of turnout coats, pants and structural firefighting gloves.

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.*

Staff conducted a Request for Information (RFI) to obtain and evaluate performance data for turnouts currently available. The purpose was to determine whether sufficient changes in the turnout market exist to warrant issuing a Request for Proposals (RFP) to establish a new contract to make a wholesale change in the OCFA specification. Information was submitted for turnouts made by Lion, Morning Pride, and Globe. The evaluation panel looked at several performance metrics such as Total Heat Loss and Thermal Protective Performance. They determined

**SECTION III – JUSTIFICATION (continued)**

that, although the some of the newest technologies did offer small improvements over OCFA's current specification, those improvements were so slight the end user would not notice a difference in performance. Because there were no major advances, and because the oldest of the current turnouts are five years into a recommended ten-year shelf life, the Panel recommends staying with the current specification.

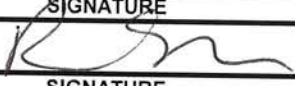
3. **Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.**

Due to a fire in 2019 in the factory where key components of the turnouts are manufactured, pricing increased over previous years. OCFA asked, and AllStar and Lion agreed, to keep pricing for Renewal Year Two the same as Renewal Year One.

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.)

Upon approval of this request, OCFA commits to purchasing Lion manufactured PPE for a two-year period. Staff plans to review and update the current specification in 2022 and will issue a solicitation and conduct a wear trial to select new turnouts prior to 2025, which is the end of the shelf-life for the earliest generation of the current turnouts.

**Special Procurement Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Russ Snider		2/20/20
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Jim Ruane		2/20/20

**Purchasing Manager's Comments:**

PURCHASING MANAGER'S APPROVAL	DATE
 For Debbie Casper	2/20/2020
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	2/20/20

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

Executive Committee Approved: ☐ Yes ☐ No Date approved \_\_\_\_\_



# THE ORANGE COUNTY FIRE AUTHORITY

Purchasing & Materials Management  
1 Fire Authority Road, Irvine, CA 92602

## NOTICE REQUESTING RENEWAL OF ANNUAL CONTRACT

Date: January 14, 2019

Vendor Name: AllStar Fire Equipment, Inc.  
12328 Lower Azusa Road  
Arcadia, CA 91006  
Attn: Jeff Glanzrock / John Sprengelmeyer

The Orange County Fire Authority is requesting to renew your annual contract as listed below.

Contract/Blanket Order #: B01569  
Description of Service or Product: Firefighter Turnout Ensembles & Structure Gloves  
Period of Extension: February, 2020 through January, 2022

Please complete and return the attached pricing sheet for the renewal agreement period.

Please acknowledge your acceptance by signing below and returning by email to:

Sara Kennedy, Assistant Purchasing Agent  
(714) 573-6643  
[sarakennedy@ocfa.org](mailto:sarakennedy@ocfa.org)

ALLSTAR FIRE EQUIPMENT  
Company Name  
12328 LOWER AZUSA RD ARCADIA CA 91006  
Address City State Zip Code  
[Signature] JOHN SPRENGELMEYER  
Authorized Signature Printed Name  
626 652 0900 626 652 0920  
Phone Number Fax Number  
JOHNS @ ALLSTARFIRE.COM 2-11-20  
Email (please print) Date

Please register with our on-line vendor database to participate in any future bid opportunities with OCFA. If you are already registered please log in and review your company information in case any contact information has changed. You may register or log in by following this link: <https://www.planetbids.com/portal/portal.cfm?CompanyID=14773>.

AllStar Fire Equipment, Inc.  
Firefighter PPE – Turnouts and Structure Gloves  
Contract Renewal Pricing Sheet

No.	Item Description	Current Price	Renewal Year One	Renewal Year Two
1	Lion Janesville V Force Coat, Item #CVFM-7	\$1,206.42	\$ 1302.89	\$ 1302.89
2	Lion Janesville V Force Belted Pant, Item #PVFM-K7	\$745.93	\$ 791.98	\$ 791.98
3	OCFA Blanket Panel, 4" x 15", PBI Max Fabric, Hemmed at Top and Bottom, Un-hemmed at Sides	\$10.12	\$ 15.00	\$ 15.00
4	EZ H-Back Quick Adjust Suspenders, Non-Stretch w/2" Metal Loops, Black, Sizes 42", 48" and 54"	\$25.89	\$ 28.25	\$ 28.25
5	LP34 Black Fusion Hanging Name Panel w/3" Lime/Yellow Scotchlite Letters to Hem of Coat. Name panels ordered separately will be \$40.00. *	\$33.55	\$ 36.60 *	\$ 36.60 *
6	4.5" Coat Tail Panel for coat shell and liner with 2" yellow reflective trim set horizontal across contoured letter patch. (With reflective trim)	\$77.98	\$ 81.90	\$ 81.90
7	4.5" Coat Tail Panel for coat shell and liner with 2" yellow reflective trim set horizontal across contoured letter patch. (Without reflective trim)	\$66.53	\$ 71.85	\$ 71.85
8	OCFA Elastic Straps, 10" w/Velcro	\$11.13	\$ 13.10	\$ 13.10
8	OCFA Elastic Straps, 15" w/Velcro	\$11.80	\$ 13.10	\$ 13.10
9	Lion BHS013 2" Kevlar belt w/2" self-locking thermoplastic buckle	\$55.38	\$ 60.37	\$ 60.37
10	Lion Commander Ace, #LPG928BK, Gauntlet Style	\$79.41	\$ 84.95	\$ 84.95
11	Discount off the Manufacturer's List Price on Additional Personal Protective Equipment and Accessories	30%	30 %	30 %

QUESTIONNAIRE (attach additional sheets if necessary): *\* SEPARATE NAME PANELS ARE \$49.80*

1. The 12-month change for November in the Producer Price Index for Finished Fabrics (034) is 1.0%:

a. If pricing for Renewal Year One has increased over Current Price, please provide a justification:

b. If pricing for Renewal Year Two will increase over Renewal Year One pricing, please provide a justification:

2. OCFA may elect to exercise three optional one-year renewals (Renewal Years Three – Five):

a. Will pricing for Renewal Years Three – Five remain the same? If not, how will price increases or decreases be structured?

## ALL-STAR PRICE TO OCFA



## OCFA

Starting Price:  
\$1,745.90

3% increase  
2<sup>nd</sup> set =  
\$1,833.19/set

6.6% increase  
\$1,952.35/set

7% increase  
\$2094.87/set

Today's Market Value if OCFA had been  
given LION's standard price increases

Starting Price:  
\$1,745.90

2015 Market  
\$1,841.93

2016 Market  
\$1,924.82

2017 Market  
\$2,001.80

2018 Market  
\$2,081.88

2019 Market  
\$2,221.29

2019.5  
Market  
\$2,319.16

2020  
Market  
\$2,481.51

\*Standard increases are typically near the start of calendar year and always include all supplier materials, components, labor, and overhead increases. These are the normal cost of doing business increases that occur each year.

Difference in 2020 market value vs OCFA contractual price  
\$2,481.51 – \$2,097.87 = \$383.64



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

**Executive Committee Meeting**  
**February 27, 2020**

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

**Cooperative Contract - Staff Augmentation Services**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Joel Brodowski, IT Manager

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

714.573.6421

**Summary**

This agenda item is submitted for approval to award a contract to Computer Aid, Inc. (CAI) to assist with development of an Immunization Records Management System for the OCFA Emergency Medical Services (EMS) section.

**Prior Board/Committee Action**

At its March 22, 2018, meeting, the Executive Committee approved a professional services agreement in the amount of \$1,257,412 with CAI to assist with the development of the replacement OCFA Public Safety System.

At its September 27, 2018, meeting, the Executive Committee approved a professional services agreement in the amount of \$423,302.40 with CAI for project management services for the Critical Infrastructure Improvement project.

At its November 21, 2019, meeting, the Executive Committee approved an amendment to the professional services agreement with CAI for the replacement OCFA Public Safety System project increasing the contract amount to \$3,883,144 and extending the term for three additional years.

**Impact to Cities/County**

Not Applicable.

**RECOMMENDED ACTIONS:**

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Computer Aid, Inc. to assist with development of an Immunization Records Management System in an amount not to exceed \$119,526.

**Fiscal Impact**

Funding to develop an Immunization Records Management System is available in the FY2019/20 Capital Improvement Program Budget, specifically in Fund 124 (Communications and Information Systems) for a total project budget of \$119,526.

**Background**

The OCFA immunization records management computer application is being developed for OCFA's Emergency Medical Services (EMS) section. The application will assist with the management, scheduling, and tracking of immunizations and related medical records. This project



is an interim solution pending possible incorporation of this function as part an enterprise medical records management system, proposed for development beginning in FY2020/21. Due to current commitments of internal IT staff, augmentation services are needed to begin development of the immunization records management application.

### ***Staff Augmentation***

OCFA utilizes technology service providers to augment existing staff to support ongoing and increasingly complex OCFA technology needs. This approach has allowed OCFA to obtain qualified resources at reasonable rates with the flexibility to adjust the type and quantity of resources necessary to meet the ever-changing needs of the organization.

### ***Expected Deliverables***

Contract Professional Services staff will augment OCFA staff to perform needs analysis and assessment, system design, software development, database architecture, user interface design, report design, and training materials to satisfy the OCFA EMS department business needs.

### ***Computer Aid, Inc. (CAI)***

CAI has managed over \$2 billion in public agency projects, and offers comprehensive services including all associated administrative tasks, candidate pre-screening and analytics to manage oversight on assigned personnel.

### ***Sourcewell (Formerly NJPA) Cooperative Contract***

The Sourcewell cooperative contract awarded to CAI resulted from a competitive solicitation issued by the NJPA, RFP #020817, and Contract #020817. Use of this contract entitles OCFA to the same discounted rates for information technology staff that Sourcewell receives due to the large number of participating agencies utilizing these services.

The following table lists each position OCFA anticipates using as a part of this contract, the estimated number of hours and contracted billing rates. The proposed hourly bill rates are competitive with current established bill rates for other OCFA professional services contracts.

<b>Supplemental Contractor Resources Needed</b>				
<b>Position</b>	<b>Qty</b>	<b>Hours</b>	<b>Bill Rate</b>	<b>Total</b>
System Architect	1	160	\$156.86	\$25,098
.Net Developer	1	760	\$117.34	\$89,178
UI/UX Developer	1	50	\$104.99	\$5,250
<b>Estimated Total</b>				<b>\$119,526</b>

### ***Recommendation***

Based on the additional staffing required to complete the OCFA public safety systems replacement project, staff is requesting approval and authorization for the Purchasing Manager to execute the proposed Professional Services Agreement with Computer Aid, Inc. for staff augmentation services in an amount not to exceed \$119,526.

### ***Attachment(s)***

Professional Services Agreement



**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this \_\_\_\_ day of February, 2020, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Computer Aid, Inc., a Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide Staff Augmentation Services for the OCFA Medical Records Management System, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a Scope of Services, which is incorporated herein by this reference ("Scope of Services"); and

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

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

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

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

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

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

## **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 Scope of Services. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

### **3. COMPENSATION OF FIRM**

#### **3.1 Compensation of Firm**

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A", in an amount not to exceed One Hundred Nineteen, Five Hundred Twenty-Six [\$119,526] Dollars. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for services rendered deemed to be necessary by Firm and approved by OCFA. These services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

Included within the compensation are all of firm's ordinary office and overhead expenses, its agent's and employee's compensation, meetings with OCFA representatives, and incidental costs to perform the stipulated services.

#### **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 the Scope of Services, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

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

### **4.4 Term**

This agreement shall continue in full force and effect for twelve months (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be extended upon mutual agreement between OCFA and the Firm.

## **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: Timothy Nau.

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

### **5.3 Prohibition Against Subcontracting or Assignment**

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

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

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



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

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

#### **5.4 Independent Contractor**

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

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

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

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

## **5.6 Employee Retirement System Eligibility Indemnification**

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

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

**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. 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:

Computer Aid, Inc.  
Attention: Timothy Nau  
1390 Ridgeview Dr.  
Allentown, PA 18104

## **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**

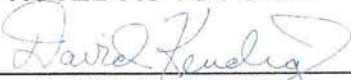
Date: \_\_\_\_\_

By: \_\_\_\_\_

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

**APPROVED AS TO FORM.**

**ATTEST:**

By:   
DAVID E. KENDIG  
GENERAL COUNSEL

Sherry A.F. Wentz  
Clerk of the Authority

Date: February 21, 2020

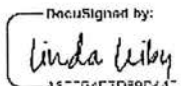
**"FIRM"**

**COMPUTER AID, INC.**

Date: 2/11/2020

DocuSigned by:  
  
By: \_\_\_\_\_  
Abe Hunter  
Executive Vice President

Date: 2/11/2020

DocuSigned by:  
  
By: \_\_\_\_\_  
Linda Leiby  
Vice President

## **EXHIBIT "A"**



**"Exhibit A"****CAI Proposal to Orange County Fire Authority (OCFA) utilizing SourceWell (Formerly "NJPA") contract pricing as detailed in the IT Staff Augmentation award #020817-CAI****Scope of Services**

This proposal is offered in response to the request from OCFA IT Services to supply supplemental IT staff to support a rewrite of the existing Immunization Records Tracking System.

CAI will provide through its network any requested supplemental IT Staff as to OCFA to work under the direction of OCFA IT Staff. The types of additional staff needed will depend on the project demands and timeline as determined by OCFA IT Staff. CAI will coordinate the requests, provide OCFA IT Staff with screened candidates for selection, and coordinate payment and benefits to that supplemental staff through its network / existing system. The details, methods and terms and conditions are mutually agreed to by CAI and OCFA and are represented by the SourceWell (Formerly NJPA) Contract #020817-CAI.

The positions that may be potentially used to meet the request include:

System Architect	\$156.86/HR
.Net Developer	\$117.34/HR
UI/UX Developer	\$104.99/HR

The OCFA Information Technology (IT) Section is responsible for the management and implementation of a large number and variety of technology projects including Public Safety Systems. OCFA IT staff have proposed a project to develop internally a computer application for the OCFA Emergency Medical Services (EMS) section to keep OCFA Operations personnel medical records relating to immunizations and to track and schedule when immunizations are required. This project is an interim solution and may be incorporated as part of a future Enterprise Medical Records Management system implementation project for the OCFA EMS section that is proposed to begin in FY2020/21. Due to the level of involvement and resources needed for other currently budgeted and approved projects, existing staffing levels are inadequate and staff augmentation services are needed to ensure project completion.

OCFA is requesting assistance in supplementing their existing IT staff resources in order to accomplish this effort. Supplemental resources have been identified as a System Architect, .NET Developer and a UI/UX Developer.

These resource needs are subject to change throughout the project life cycle, but project timeline estimates the following based on CAI rates:

Position	Qty	Hours	Bill Rate	Total
System Architect	1	160	\$156.86	\$25,098
.Net Developer	1	760	\$117.34	\$89,178
UI/UX Developer	1	50	\$104.99	\$5,250
<b>Estimated Total</b>				<b>\$119,526</b>

<b>Participating Agency (OCFA)</b>	<b>Name:</b>	<b>Debbie Casper</b>
	<b>Address:</b>	<b>1 Fire Authority Rd. Irvine, CA 92602</b>
	<b>Telephone:</b>	<b>714-573-6642</b>
	<b>E-Mail:</b>	<b>debbiecasper@ocfa.org</b>

<b>Contract Administrator</b>	<b>Name:</b>	
	<b>Address:</b>	
	<b>Telephone:</b>	
	<b>E-Mail:</b>	

<b>Contractor (Computer Aid, Inc.)</b>	<b>Name:</b>	<b>Timothy Nau</b>
	<b>Address:</b>	<b>3801 Paxton St., Harrisburg, PA 17111</b>
	<b>Telephone:</b>	<b>414-379-2893</b>
	<b>E-Mail:</b>	<b>Timothy.nau@cai.io</b>

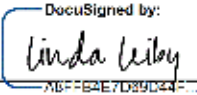
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution below.

**Orange County Fire Authority:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Computer Aid, Inc.:**  \_\_\_\_\_  
DocuSigned by: Linda Leiby

Name: \_\_\_\_\_

Title: VP Contingent Workforce Solutions

Date: 2/11/2020



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

**Executive Committee Meeting**  
**February 27, 2020**

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

**Blanket Order Renewal for Agency-wide Internet Services**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Joel Brodowski, IT Manager  
IT Division

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

714.573.6421

**Summary**

This agenda item is submitted for approval to extend the term and increase the not to exceed amount of the previously approved contract with Cogent Communications Group, Inc. for agency-wide internet services.

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

At its October 27, 2016, meeting, the Executive Committee approved a three-year contract effective date March 1, 2017 for agency-wide internet services to Cogent Communications Group, Inc. for a total amount not to exceed \$158,300.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to extend the term and increase the amount of the blanket purchase order with Cogent Communications Group, Inc. for agency-wide internet services for a five-year term of a total amount not to exceed \$300,000 (\$60,000) annually.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding is available in the General Fund budget, specifically in the Information Technology Division, for services and supplies.

**Background**

Cogent Communications Group, Inc. (Cogent) has provided reliable dual-connection, agency-wide internet connectivity for the past three years. Cogent was selected as the internet service provider accessible to OCFA that offers the enterprise class, fully redundant, high-capacity, all fiber-optic, multi-path network connection that meets the needs of the agency. On March 1, 2017 the OCFA's prior single internet connection was upgraded by Cogent to two internet connections (one with 250MB, the other with 300MB) which was a significant increase of the bandwidth of the connection. In November 2019 both internet connections were increased to 500MB each to meet the growing bandwidth needs of the OCFA. The cost and schedule connection for the increased bandwidth connection was within Management authority to approve change orders within the original scope of work, less than 15%.

***Conclusion***

Staff is requesting the Executive Committee approve and authorize the Purchasing Manager to extend and increase the current contract with Cogent Communications Group, Inc. for five years and in an amount not to exceed \$300,000 (\$60,000 annually). Additional funding has been requested in the FY2020/21 General Fund budget for Information Technology services and supplies budget request to provide for additional support and maintenance that may be needed due to future system expansion.

**Attachment(s)**

Special Procurement Request 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

<b>Department/Section:</b> Logistics/Information Technology	<b>Requested By:</b> David Johnson	<b>Date:</b> February 27, 2020
<b>Recommended Vendor:</b> Cogent Communications Group, Inc.	<b>Vendor Contact:</b> Sterling Powers	<b>Vendor's E-mail Address:</b> spowers@cogentco.com
<b>Vendor Address:</b> 2450 N Street NW, Washington DC, 20037		<b>Vendor's Telephone #:</b> 571-777-1148
<b>Type of Contract:</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	<b>Contract Term (Dates):</b> 3-1-2020 to 2-28-2023	<b>Contract Amount:</b> \$172,800
<b>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).</b>		<b>Attachments:</b> <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.*

Cogent supplies multi-carrier (AT&T/COX), fault-tolerant, high-capacity, redundant INTERNET connections for the OCFA. The connections consist of two fiber optic connections at 500MB each. The INTERNET connections provide the internet connection for the RFOTC and all OCFA Fire Stations.

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 requires high-bandwidth physically separate fiber-optic INTERNET connections using multiple internet providers so that no single-failure of a connection or of a provider will disable OCFA connectivity to the INTERNET. Cogent meets this need by providing redundant internet connection across multiple (AT&T/Cox) physically separate fiber optic, high-capacity networks. Many internet service providers (ISP) such as the previous provider



**SECTION III – JUSTIFICATION (continued)**

(Global Capacity) use a combination of legacy infrastructure with dependency on a single telecom company for network connections which can result in a single point of failure point which is unacceptable.

**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 first term of the contract had a cost per MB for INTERNET service that was 60% lower than either of the ISPs that were considered. The capacity of service for the new term of service was increased 17.6% from aggregate 850MB to 1,000MB service but price increased only 9% resulting in an even lower cost per MB for INTERNET service for the new term which has a fixed price for 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.)**

Yes for continuing INTERNET access, it will be necessary to renew future terms of service. The pricing offered is fixed for three years with future contract pricing for internet connection expected to be comparable with adjustments for inflation.

**Special Procurement Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
David Johnson		11-Feb-2020
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		11-Feb-2020
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Jim Ruane		11-Feb-2020

**Purchasing Manager's Comments:**

PURCHASING MANAGER'S APPROVAL	DATE
 For Debbie Casper	2/20/2020
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	2/20/20

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**  
**February 27, 2020**

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

**Award of RFP # JA2397 Communications Equipment Installation Services**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Joel Brodowski, IT Manager  
IT Division

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

714.573.6421

**Summary**

This agenda item is submitted for approval to award professional services agreements to 911 Vehicle, Greg Johnson Company, and West Coast Lights & Sirens Inc. for as-needed vehicle communications equipment installation services as a result of Request for Proposal # JA2397. Additionally, approval is requested for an increase and extension to current 911 Vehicle blanket order B01539-2.

**Prior Board/Committee Action**

At its October 16, 2014, meeting, the Executive Committee approved a contract with 911 Vehicle for a three-year term with up to two additional one-year extensions for an amount not to exceed \$959,300 for the initial three-year term.

At its August 23, 2018, meeting, the Executive Committee approved an increase and one-year optional renewal extension to the blanket order contract with 911 Vehicle for an annual amount not to exceed \$240,000.

At its October 24, 2019, meeting, the Executive Committee approved a three-month extension to the blanket order contract with 911 Vehicle through January 31, 2020, to allow staff continued use of the contract pending evaluation of RFP JA2397.

**RECOMMENDED ACTION(S)**

1. Approve and authorize the Purchasing Manager to award RFP JA2397 and execute Professional Services Agreements with 911 Vehicle, Greg Johnson Company, and West Coast Lights & Sirens Inc., for as-needed vehicle communications equipment installation services for a three-year term with an annual amount not to exceed \$250,000 for each contract.
2. Approve and authorize the Purchasing Manager to redistribute or adjust the funding between the three vendors as requested by the department provided the aggregate amount does not exceed \$750,000 annually.
3. Approve and authorize the Purchasing Manager to extend the contracts for up to two additional one-year renewals with annual price increases not to exceed 3% per year or the percentage increase in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Services in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower.
4. Approve and authorize the Purchasing Manager to execute Amendment Number Two to the Professional Services Agreement with 911 Vehicle to increase the contract value by \$200,000 (from \$240,000 to \$440,000) and extend the contract through February 29, 2020.

## **Impact to Cities/County**

Not Applicable.

## **Fiscal Impact**

Funds are included in the General Fund budget, specifically within the Information Technology Division, for services and supplies.

## **Background**

The Information Technology Communications section is responsible for the installation of communication equipment in all vehicles and apparatus in the OCFA Fleet. The department maintains contracts for as-needed communications equipment installation services to assist with workload beyond staff capacity. Currently, the OCFA has a high volume of new emergency apparatus and vehicles, including new Type-1 fire engines, light duty battalion pickups, and other emergency apparatus, heavy duty transports, and light duty vehicles that have been or will be delivered soon. All of these vehicles will require installation of communications equipment.

## ***Request for Proposal (RFP) Process***

With the expiration of the current contract with 911 Vehicle for communications outfitting services, RFP JA2397 was issued requesting proposals from qualified firms to establish successor contracts. A mandatory pre-proposal meeting was held on November 14, 2019, and representatives from six companies attended. Final proposals were due on December 4, 2019, and three proposals were received. The proposals were evaluated based on the criteria and point structure as defined in the RFP; statement of qualifications and experience (15 pts), communication and resources (10 pts), project approach/scope of work (40 pts), value-added features (5 pts), overall responsiveness (5 pts), and proposed cost (25 pts). As a result of the proposal evaluations, staff is recommending contract awards to all three respondents. Additional information on the evaluation scores and pricing is provided in Attachment 1.

## ***Recommendation for Award***

Based on the results of the RFP, staff is recommending the award of RFP JA2397 to 911 Vehicle, Greg Johnson Company, and West Coast Lights & Sirens Inc. for as-needed vehicle communications equipment installation services, and to authorize the Purchasing Manager to execute the proposed professional services agreements for a three year term with an annual amount not to exceed \$250,000 for each contract. Authorization to allow the Purchasing Manager to redistribute or adjust the funding between the three contracts as requested by the department, so long as the aggregate amount of the three contracts does not exceed \$750,000 annually, is also recommended. Awarding multiple contracts and allowing for redistribution of funds provides the department flexibility to utilize the vendor that offers immediate availability to perform the requested services. Additionally, staff is requesting approval of Amendment Number Two to the Professional Services Agreement with 911 Vehicle to increase the current blanket order contract value by \$200,000 and extend the contract through February 29, 2020, to allow payment for work completed through that date while proposals were being evaluated.

## **Attachment(s)**

1. Evaluation Scores and Pricing
2. Professional Services Agreement – 911 Vehicle
3. Professional Services Agreement – Greg Johnson Company
4. Professional Services Agreement – West Coast Lights and Sirens
5. Amendment Two to Professional Services Agreement with 911 Vehicle



# ORANGE COUNTY FIRE AUTHORITY

## Request for Proposal

### Communication Equipment Installation Services

**October 23, 2019**

**RFP Number: JA2397**

The Orange County Fire Authority (OCFA) is requesting proposals from experienced and qualified firms that can provide a wide range of technology, power management, Code-3 equipment, and communication equipment installation services for OCFA vehicles, including emergency response apparatus, emergency response light vehicles, administrative and support vehicles, and specialty vehicles. OCFA seeks to establish contracts with one or more qualified firms that can provide these services on an ongoing as-needed basis. Interested and qualified proposers who have demonstrated comparable installation services for other governmental agencies are invited to submit proposals.

Paper and electronic proposals will be accepted for this solicitation. There will be no public opening of proposals.

Paper proposals may be hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than the date and time specified. One (1) original hard copy, one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on Digital Media), of the proposal shall be sent to the attention of the Purchasing Section, within said time limit, in a sealed envelope. The envelope should include the Offeror's Business Name, Proposal Item Number, and the Due Date.

If you elect to submit your proposal electronically, no additional copies or digital media will be required. Electronic proposals must be submitted online through OCFA's electronic procurement system, PlanetBids, at:

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

Proposals will be received no later than 11:00 A.M. Pacific Standard Time (PST) on Tuesday, November 19, 2019.

### **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

A **mandatory** jobwalk is scheduled on Wednesday, November 6, 2019 at 3:00 P.M. at the Orange County Fire Authority, 1 Fire Authority Road, Irvine, 92602.

Any questions concerning this RFP can be submitted online via the Q&A module available through PlanetBids before Friday, November 8, 2019 5:00 P.M. OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

Regards,

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

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

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## **SECTION I: PROPOSAL INFORMATION**

### **INTRODUCTION**

The Orange County Fire Authority (OCFA) is requesting proposals from experienced and qualified firms that can provide a wide range of technology, power management, Code-3 equipment, and communication equipment installation services for OCFA vehicles, including emergency response apparatus, emergency response light vehicles, administrative and support vehicles, and specialty vehicles. OCFA seeks to establish contracts with one or more qualified firms that can provide these services on an ongoing as-needed basis.

Qualified firms must comply with OCFA standards and requirements for installation, so that installations will occur quickly and efficiently as vehicles are received. OCFA retains the right to select vendor(s) determined to be most effective in the installation of any vehicle type.

Qualified firms must be experienced in emergency vehicle installations with a minimum of five (5) years' experience in design and installation of communications and emergency response systems specific to fire apparatus.

The objective is to contract with a vendor(s) that can partner with OCFA to provide the highest quality of service to OCFA in the most expeditious and cost-effective manner possible. The ideal contractor will demonstrate the ability to be able to provide the services identified in this request for proposal (RFP) upon contract execution; and have the means and the capacity to meet the needs of the Orange County Fire Authority. The selected contractor(s) must demonstrate the firm has the personnel, resources, required knowledge, expertise, and experience to deliver the requested services. The contract vendor shall demonstrate that all services will be performed in a manner commensurate with the highest standards of professionalism in the industry, in the most expeditious and cost-effective manner possible.

### **DEBARMENT / SUSPENSION POLICY**

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Offeror will be screened at the time of RFP response to ensure respondent, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

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

### **AGENCY BACKGROUND**

The Orange County Fire Authority was formed on March 1, 1995, transitioning from the Orange County Fire Department to a Joint Powers Authority (JPA) as allowed by California State Government Code 6500 et seq. The OCFA is an independent organizational entity similar to a special district. The service area includes twenty-four member cities, the unincorporated areas of Orange County, California, including State and Federal Responsibility areas. A twenty-five member Executive Board of Directors governs the OCFA. This Board includes an elected official appointed to represent each of the twenty-three member cities and two representatives from the County Board of Supervisors. The OCFA is managed by an appointed Fire Chief who reports to the Executive Board of Directors.

The OCFA is the largest regional fire service organization in Orange County and one of the largest in California. Emergency response services are provided to a community of over 1.9 million residents in a 575 square mile area. The OCFA has approximately 127 job classifications. The staff provides front-line

services, including prevention, education, dispatch, emergency response and technical and administrative support.

The OCFA serves the following jurisdictions:

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

### **ESTIMATED RFP SCHEDULE**

Request for Proposal Issue Date  
Jobwalk (Attendance is Mandatory)  
Deadline to submit questions through Online Q&A  
Proposal Due Date

**October 23, 2019**  
**November 6, 2019 at 3:00 P.M.**  
**November 8, 2019 at 5:00 P.M.**  
**November 19, 2019 by 11:00 A.M.**

The tentative schedule of important dates is for general guidance only, to provide the supplier an indication of OCFA's internal processes. Other than the RFP Issue Date, the above dates and steps are subject to change without necessity of addendum.

### **TERM OF AGREEMENT**

The initial term of the agreement should reflect services and fees for a three-year contract. The contract will commence on the date the agreement is approved and awarded by OCFA (the date of contract execution), and conclude when the project is complete, subject to the "Time of Performance" and the "Termination" provisions of the OCFA's "Pro Forma" Professional Services Agreement (Form K). At the option of the OCFA, with the concurrence of the firm, the contract may be renewed for up to two (2) additional one-year options. Total contract duration is not to exceed a term of five years. Each contract renewal is subject to the following:

- The satisfactory negotiation of terms, including a price acceptable to both the Authority and the selected firm; and
- Pricing mechanism for future contract years; and
- The annual availability of an appropriation in the Authority's budget; and

### **PRE-PROPOSAL CONFERENCE**

A **mandatory** pre-proposal meeting is scheduled for Wednesday, November 6, 2019 at 3:00 P.M to be held at the Orange County Fire Authority Head Quarters, 1 Fire Authority Road, Irvine, CA 92602.

This informational meeting will be held to allow for questions and clarifications concerning the Authority's RFP process and subsequent contract award. Offerors should be familiar with the proposal prior to attending the pre-proposal conference.

### **QUESTION SUBMITTAL**

Please review the entire RFP package at your earliest opportunity and submit questions through the Q&A Tab on the Planet Bids vendor portal no later than 5:00 PM on Friday, November 8, 2019. Questions which are submitted prior to the pre-proposal conference will be addressed during the pre-proposal meeting.

### **ADDENDUM**

Any information or instructions that result from the pre-proposal meeting will be documented in an addendum and sent to all prospective bidders who have downloaded the bid package through Planet Bids. Any additions, deletions, changes, clarifications, or supplemental information regarding the RFP will be sent to all prospective Proposers prior to the date fixed for the receipt of proposals. All addenda so issued shall become part of the contract documents.

### **DUE DATE**

Proposals will be received no later than 11:00 A.M., November 19, 2019. Late proposals will not be accepted.

### **PROPOSAL SUBMITTAL**

Paper Proposals: One (1) original hard copy (marked original), one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on CD or DVD) of the proposal must be submitted in sealed envelope marked RFP – RFP Number and submitted to the following address (unless submitted electronically through PlanetBids):

#### **Delivery Address**

Orange County Fire Authority  
Attention: James Aguila, Purchasing Section  
1 Fire Authority Road  
Irvine, CA 92602

Electronic Proposals: If you elect to submit your proposal electronically, no additional copies or digital media will be required. Electronic proposals must be submitted online through OCFA's electronic procurement system, PlanetBids, at:

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

### **GENERAL INFORMATION**

The successful proposal(s) will be one that demonstrates the ability to meet the requirements of the solicitation. Sealed proposals will be accepted up to the date and time stated herein. Proposals must be prepared in conformance with the instructions provided.

Only those firms with verifiable experience as it relates to the requirement of this solicitation will be considered during the evaluation process.

To be considered responsive, Offerors must respond to this solicitation in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful Offeror will satisfy all of the objectives and service specifications outlined in this document.

Any Offeror who wishes his/her proposal(s) to be considered is responsible for making certain that the proposal is received in the Purchasing Office by the announced time. No oral, telegraphic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled submittal deadline will be returned unopened. Proposals must bear original signatures when the proposal is not submitted electronically. Please note that there will be no public opening of proposals.

Proposal information shall not be made public until the contract is awarded. At that time the executed contract will become public information.

The Orange County Fire Authority reserves the right to negotiate with any Offeror(s) as necessary to serve the best interest of the Authority and negotiate the final contract(s) with the most responsive, responsible Offeror. OCFA reserves the right to waive, at its discretion, any irregularity or informality, which the OCFA deems correctable or otherwise not warranting rejection of the RFP. OCFA reserves the right to reject any and all proposals and to accept any proposal or portion thereof. No obligation, either expressed or implied, exists on the part of the OCFA to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of proposals covered by this RFP, are solely the responsibility of the Offerors.

By submitting an offer, the Offeror acknowledges understanding of the rules as defined in this RFP. Compliance with all of the terms and conditions of the agreement is mandatory for companies providing services to OCFA.

The intent of the OCFA is to award a contract to the respondent that scores the highest in the RFP evaluation process. Please provide your response to all the information requested in this RFP so that the firm you represent can be assessed to the best advantage.

## **SECTION II: SCOPE OF SERVICES**

### **PROJECT BACKGROUND**

The OCFA Information Technology Section is responsible for all technology used by the Fire Authority. Technology that the Information Technology (IT) Section is responsible for includes Network Infrastructure (Computer, Telephone, Radio, Microwave, etc.) Software, GIS, Workplace Support Services including Radios, Telephones, Pagers, Mobile Data Computers, Desktop Environments, and an assortment of other devices and systems that support emergency incident dispatch, incident management, and daily operations.

The OCFA has a fleet of over 500 vehicles and fire apparatus, with dozens of different vehicle types ranging from fire trucks to bulldozers, all requiring installation of communication equipment.

The Communications Services Unit of the IT Division is responsible for oversight and management of the installation and maintenance for all mobile radio and computer equipment, emergency lighting, siren, power management and custom fabrication.

### **PROJECT SCOPE**

The purpose of this document is to provide minimum specifications and parameters for the installers of an emergency vehicles that meets the needs and desires of this agency. It establishes essential criteria for the design, performance, equipment, and appearance of the vehicles. All dimensions listed are given as the approximate sizes required to meet the needs of this department. The object is to provide a vehicle that is in accordance with nationally recognized guidelines.

It should be noted, however, that this specification is written around the specific needs of the department. With the intent to standardize certain components, specific brands have been specified in certain places. This has been done to establish a certain standard of quality and consistency.

Materials used in the construction shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for the intended use. All parts, components, equipment and accessories must be completely installed, assembled and adjusted as required by these specifications; and/or the component manufacturer's instructions. All work will be accomplished in a professional workmanship manner, to recognized industry standards, and in strict accordance with applicable codes and regulations.

The OCFA retains full rights to inspect all in process work at any time during regular business hours.

OCFA recognizes there are many variables involved in the installation process based on vehicle type, construction, and configuration. The objective of this process is to establish a standard base price for installation of each type of equipment, with an hourly or "option driven" rate to cover exceptions that fall outside of the base configuration. During the mandatory pre-proposal meeting, sample vehicles will be provided for inspection to aid in developing proposal pricing. Proposals should be comprehensive and include a base price that would cover the entire cost to install the equipment as displayed in the vehicles viewed in the pre-proposal process. Add on charges for work that should have been in the proposal will be sufficient reason to discontinue use of a vendor.



The areas of responsibility may include, but is not limited to:

<b>Communication Responsibilities</b>	
<ul style="list-style-type: none"> <li>• MDC Components</li> <li>• 800 Mobile Radio</li> <li>• VHF Radios</li> <li>• Portable Radio/Battery Chargers</li> <li>• AVL Modems</li> <li>• Cellular Chargers</li> <li>• Hands Free Car Kits</li> <li>• Intercom Systems</li> <li>• Portable Radio Holders</li> <li>• Power System components (Specific to Communications)</li> <li>• Auxiliary 12V Plugs</li> <li>• Cup Holders</li> <li>• Main Power and Ground Feeds</li> <li>• Communications Equipment Charging / Vehicle/Aux Batteries</li> </ul>	<ul style="list-style-type: none"> <li>• Code 3 equipment including lights, sirens, etc.</li> <li>• Flashlight Chargers</li> <li>• TIC-Camera Battery Chargers</li> <li>• Auxiliary Lighting</li> <li>• Charging Systems; Vehicle/Aux</li> <li>• Batteries – (replace OEM)</li> <li>• Alternators (when needed)</li> <li>• iPad inductive chargers</li> <li>• Other equipment as required</li> </ul>

Once the vehicle is delivered for installation, OCFA will meet with the selected firm to discuss the specifics of the installation and any variations from the standard. If modifications or special changes from the standard installation are required, adjustments to the base cost will be negotiated. Upon delivery of equipment to be installed, an inventory will be performed by parties from the OCFA and the selected firm transferring responsibility for all supplied equipment and parts.

Quantities and/or amounts stated are for firms' guidance only and no guarantee is given or implied as to quantity of installs that will be performed during the contract period. All quantities are estimates only.

### **MINIMUM QUALIFICATIONS**

1. The technician(s) (who will actually be performing the outfitting) must have no less than three - (3) years of experience installing emergency equipment into fire service vehicles.
2. The technician(s) must be familiar with automotive direct current (DC) wiring system construction and installation. Desired certifications may include:
  - J1292-Automotive and Motor Coach Wiring
  - J2174-Heavy Duty Wiring for Trailers
  - J2202-Heavy Duty Wiring Systems for On-Highway Trucks
  - J378- Marine Propulsion System Wiring (Marine In-Board Engine Wiring)
  - J1127- Low Voltage Battery Cable
  - J1128-Low Voltage Primary Cable
  - And 110-volt alternating current (AC) wiring systems and installation practices
3. The firm should have technician(s) that understand the level of quality, reliability and serviceability that is required for this installation. They should also understand the importance of neatness;

selection of the appropriate wiring components; and the proper routine for securing and connection of wiring and conduit.

4. The firm should have five (5) years of experience in the design and installation of communications and emergency response systems in fire apparatus.
5. The vendor must perform installation services at their facility. Authorized representatives of the OCFA shall be permitted to inspect the facility. OCFA shall be responsible for delivery and pick up of vehicles to and from vendor facility if located within 50 miles of the OCFA Regional Fire Operations and Training Facility, 1 Fire Authority Road, Irvine, CA 92602. Vendor shall be responsible for pickup/delivery of vehicles if outside of 50 miles.

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

### **PRE-INSTALLATION DESIGN AND PREPARATION**

In preparation for installation of a group of vehicles, a pre-installation meeting will take place with OCFA. During this meeting, the designated OCFA installation liaison(s) will review all of the installation design requirements. Specific details regarding the installation design will be reviewed and communicated during this meeting. Once an installation design has been approved, all vehicles in a group will be installed according to that design.

An installation layout document will be developed during the pre-installation phase of the project. A designated representative of the selected firm and a designated OCFA installation liaison will agree to and sign this document prior to the start of any installations. It is the responsibility of the Firm to ensure that the layout and installation of authorized parts and equipment is performed in a professional and neat manner. The vehicles are returned to pre-delivery condition. Section III describes minimum installation standards. Due to the variety of vehicles, multiple configurations of equipment and differences in space, any exceptions to a standard installation as quoted in response to this proposal must be noted. An additional quote for a variation in hours and/or cost, and must be approved by the IT Workplace Support/Communications Manager and/or the Fleet Services Manager prior to beginning the work.

### **INSTALLATION CLASSES (EXHIBIT I)**

For purposes of discussion and ease of bidding, vehicles have been divided into four installation classes. Vehicles within these classes are similar in their installation characteristics, power requirements and systems, and their communications and equipment standards. A detailed list of vehicles in each class is provided in Exhibit I.

#### **INSTALL CLASS “A” – EMERGENCY RESPONSE “CUSTOM BUILT” APPARATUS**

These vehicles include full size, emergency response apparatus that are generally custom-built to OCFA standards. These vehicles are characterized by a comprehensive communications package including 2 mobile radios, mobile data computer, automatic vehicle locator (AVL), multi-station intercom systems, emergency lighting and siren systems, and complex power management which is often multiplexed. These vehicles are generally delivered by the manufacturer with the main communication power systems pre-wired from the vehicle batteries to a centrally located distribution point. Vehicle and communication chargers are generally pre-installed. The vehicles are generally designed to accommodate communications equipment and cabling. In most, OCFA designed communications cabinet(s) will be pre-installed during the vehicle build. Lighting and Code 3 equipment are typically pre-installed by the manufacturer as well. Example vehicles in this installation class include:

- Type 1 Fire Engine
- Type 1 Wildland Urban Interface (WUI) Engines.
- Type 3 Engines
- Tele squirt
- Trucks: 75' & 90' Quint, TDA

## **INSTALL CLASS “B” – EMERGENCY RESPONSE “LIGHT VEHICLES”**

These vehicles include commercially manufactured vehicles typically available to the public that are specially outfitted to be used for emergency response. Vehicles in this class include vans, suburban(s); mid and full size trucks and SUV’s. Many of the vehicles in this class are four wheel drive or are considered “heavy duty” vehicles such as one (1) ton pickup trucks. Vehicles in this class are characterized by a comprehensive or extensive communications package, many similar to the Class A vehicles. They have varying degrees of complex power system and supplemental batteries and charging systems to support the communications equipment. These vehicles often require commercially available or custom fabricated consoles and communication cabinet configurations to support and house the required communication equipment. These vehicles often require that the power system be designed and installed as a component of the communication and Code 3 equipment installations. These vehicles typically require installation of Code-3 equipment and specialized lighting, often with an automated load manager such as VMUX or Class 1. Examples of vehicles in this installation class include:

- Battalion Chief Command Vehicles (Suburbans)
- Medic Squads
- Battalion Utility Vehicles (4x4 heavy duty pickups)
- Staff Battalion Chief /Captain Vehicles (SUV or Pickups)
- Crew Cab Dozer Tenders (4x4 heavy duty crew cab pickups)
- Specialty Operations Vehicles –Swift Water, Squads, Patrols, etc.
- Pickups and SUVs
- Mid-Size SUV (Trailblazer) training/safety

## **INSTALL CLASS “C” – ADMINISTRATIVE AND SUPPORT VEHICLES**

These vehicles are commercially available light vehicles generally used by staff that are not core operations or support resources. They generally do not have Code-3 lights and sirens. Most have some communications or ancillary equipment; generally an 800 MHz mobile radio and an AVL modem, but not to the extent to require extensive power management and specialized customization. Vehicles in this class typically support the training section, fire prevention inspectors and planners, support service vehicles used in property management, fleet services, communication services, and the service center. Examples of vehicles in this installation class include:

- Mid and Full Size SUV
- Mid and Full Size Sedans
- Mid and Full Size Pickups
- Mid and Full Size Cargo Vans

## **INSTALL CLASS “D” – SPECIALTY VEHICLES**

Vehicles in this installation class may require any level of components or complexity from the 3 classes above, and often additional equipment unique to a specialized application. They are typically one of a kind or specialty vehicles. Examples of vehicles in this class include but are not limited to:

- Bull Dozers
- Command Trailers and Busses
- Urban Search and Rescue (USAR) Vehicles
- Public Information Officer Vehicles
- Hazardous Materials Vehicles

## **INSTALLATION CLASS PHOTOS (EXHIBIT V)**

Photos of sample vehicles by class, examples of installations, and examples of equipment have been provided in Exhibit V. These represent sample units and not necessarily exact make and models. The photographs depict the neatness and professional installation requirements that are expected of the Firm’s installation. Photos are representative samples only. Vendors are expected to gather all necessary supplemental information including photos during the mandatory pre-proposal meeting.

## EQUIPMENT LIST (EXHIBIT II)

A list of equipment, parts and accessories has been provided which contains current model number of device, minimum standards for installation, and identifies which organization is responsible to provide the equipment. Any deviation from the list must be discussed and approved in writing by the OCFA Installation Liaison prior to performing the work.

## OCFA PROVIDED EQUIPMENT LIST RECEIPT

For all OCFA provided equipment, parts, and accessories, OCFA will require an acknowledgement signed by the Firm.

## INSTALLATION MINIMUM STANDARDS (SECTION III)

OCFA has provided the installation minimum standards to be performed by the Firm that details the expectations for each stage of the installation process. Conformance to the minimum standards is required unless a deviation from standards is approved in writing by OCFA prior to performing the work. Delays caused by the result of a violation of the approved standards will not be justification for extension of delivery date commitments.

## POWER SYSTEMS

The power system installed on any given vehicles is based on the use of the vehicle, and the amount and type of equipment that the vehicle has installed. The items typically installed in a given vehicle are listed in Exhibit I. Note that the location of an installed component will vary based on the type of vehicle and its intended use. The pre-installation meeting and documentation are intended to clarify the exact locations and installation configuration. Photos and standard minimum installation information provided in this document are intended to be a guideline to a *typical* installation. (Exhibits III & IV)

## TYPICAL POWER SPECIFICATIONS FOR INSTALLATION BY CLASS

The following specifications are ***typical for a full size apparatus (Class A)*** or a vehicle that contains a full complement of communication equipment. For Class A vehicles, the power system will be pre-installed when the vehicle is delivered up to component fusing. The information below is provided only for reference and as a guide to interface communications equipment to the power system. For class B vehicles, the power system is typically not pre-installed and must be provided in its entirety. Class C and D vehicles either do not have additional power systems, or are specialized and are ordered with complete systems where available.

	<u><b>Class A</b></u>	<u><b>Class B</b></u>	<u><b>Class C</b></u>	<u><b>Class D</b></u>
<b>Main Power Distribution</b>				
Batteries	Pre-Installed	Install	n/a	Varies
Battery Breakers Blue Sea 7148	Pre-Installed	Install	n/a	Install
Charging Isolation Blue Sea ML-ACR 7622	Pre-Installed	Install	n/a	Install
Low Volt Disconnect Blue Sea ATD 7615	Install	Install	n/a	Install
Main Battery Fusing Blue Sea Safety Hub 150	Install	Install	n/a	Install
Component fusing/relays	Install	Install	Install	Install
Ground System Cable	Pre-Installed	Install	n/a	Varies
Vehicle and Communication Charging System	Pre-Installed	Install	n/a	Varies

	Class A	Class B	Class C	Class D
<b>Power Management / Load Shedding</b>				
Low Voltage Timer/Disconnect				
Flashlights/Chargers				Install
MDC Turn on/off	Install			
Turn off Radios/Accessories		Install	Install	Install
VMUX or Class 1 load Manager	n/a	Install	n/a	Varies
High Idle System	Pre-Installed	Install	n/a	Varies

## **VEHICLE SPECIFIC INSTALLATION INFORMATION**

### **Class B - Battalion Chief Command / Suburban Electrical System**

The installation of equipment in a Command Vehicle (such as a Suburban, Tahoe, Etc.) is the most complex light vehicle install. It has all of the communication equipment installed on a full size apparatus, plus a second remote radio head and a second MDC screen and keyboard which allows the Battalion Chief to work out of the back of the vehicle, using it as a mobile command post. It may require up to three (3) after-market batteries. All other power components are added to the vehicle as part of the communication installation process. A shore power charging connection is also required.

### **Class B - Medic Squad Electrical System**

The power system for medic squad is the same as that for BC Suburban (excluding the remote secondary radio and MDC controls) except that the vehicle comes with two primary batteries and two back-up batteries for starting. One of the two primary batteries is used for the radio equipment. The vehicle system is equipped with a timing circuit to cut radios on power drain, and the chargers are configured for 20Amps/battery. Vehicle shore power charger connection is required.

### **Class B - Other Emergency Vehicles**

Patrols, Squads, Air Utility, Investigator, and PIO vehicles all have power systems that connect to Shore Power for charging. These vehicles are configured the same as the medic vans, except that they do not have the two backup power batteries for emergency starting.

### **Class C - Vehicles with Charging System**

Battalion Utility Vehicles are the same as Class B light vehicles with charging systems except that they do not have MDCs. They are diesel, so they have two batteries. The vehicle/starting batteries are also used to power the communications equipment.

### **Class C- Vehicles without Charging Systems**

Training vehicles, and Tahoe type vehicles that are used for Division Chiefs, Staff Battalion Chiefs, Training Officers, and Staff Captains have all standard radio equipment, but no MDC. These vehicles run on 1 stock battery. They do not have a charging system as with the above vehicles. Any accessories added will require the use of a LVD or voltage timer.

### **Battery System**

All batteries must be consistent in type and installed in pre-designated area(s). Class A vehicle power systems come pre-installed up to the component fusing. Class B vehicles may require up to three (3) after-market batteries for the communication installation process. Medic Vans come with two (2) primary batteries and two (2) back up batteries for starting. The primary batteries are used for vehicle system equipment. Typical Class C vehicles will have one to two primary batteries Class D vehicles will require up to 5 batteries, and are specialized based on the unique equipment installed on the unit.

### **Main/Aux Battery Breakers**

Firm shall be required to properly install and secure main power cable protection. Firm shall ensure any main power cable that enters vehicle terminates to a high amp manual/trip manual/reset circuit breaker before it terminates to a fuse block.

### **Charging Isolation**

Firm shall ensure all multiple battery systems are isolated between the starting battery and auxiliary batteries.

### **Low Volt Disconnect (LVD)**

Firm shall install a DC powered device that eliminates dead batteries by automatically disconnecting the loads from a battery when the battery falls below a predefined threshold. This device is installed in-line between the battery and load. For Class A and B vehicles, and optional on Class D, Firm shall install (1) Low Voltage Disconnect between the accessory loads of list components and the vehicle battery. This device will be installed per manufacturer's instructions contained with the unit.

### **Component Fusing/Relays**

For all Class A and B vehicles and optional on Class C & D vehicles, ATC fuse Blocks are used to power both the "constant hot" devices and the "ignition controlled" devices. Each ATC fuse block will be fused off the main Maxie-fuse block, a relay will be installed near the ATC fuse blocks to control the ignition devices. The relay will be triggered from an accessory/ignition 2-wire tapped and fused at the base of the steering column.

### **Ground System**

Firm shall insure that the main electrical ground buss system is terminated at a factory engine mounted ground point. All accessory grounds added will terminate at a ground block with an appropriate lug.

### **AC Shore Power Charging System for Vehicle and Communications Equipment**

Each charging system (Vehicle and Communication) requires a separate automatic battery charger. The charging system contains one or two multi-step charging cycles and a remote diagnostics display.

### **Low Voltage Timer/Disconnect (Accessories)**

Firm shall install a Low Voltage Disconnect between the accessory loads of listed components and the vehicle/auxiliary batteries. This device will be installed per manufacturer's instructions contained with the unit. Example; Bluesea 7615, Flashlight Chargers, MDC Turn on/off, Turn off Radios/Accessories.

### **VMUX or Class 1 Load Manager**

Where appropriate, and at OCFA's direction, firm shall install a V-Mux Multiplex System which is a complete electrical control system that integrates all systems and components. The power distribution units (nodes) reduce wire size of harness bundles and control electrical components. All harness for the V-MUX shall be terminated with Deutsch connectors.



## Installed Systems

The equipment typically installed in a given vehicle is listed in the "Installation Class" (Exhibit I). The supporting components are listed separately in the "Equipment List" (Exhibit II) and the "Installation Minimum Standards" (Section III). Note that the location of installed components will vary based on the type of vehicle and its intended use. The pre-installation meeting and system design documentation are intended to clarify the exact locations and installation configuration. "Installation Class Photos" (Exhibit V) and information provided in this document are intended to be a guideline to a **typical** installation.

## Communication Cabinets

Some of the vehicles will come with the communication cabinets already installed. Others will be provided for installation by OCFA, and in some cases construction of the cabinet may be required. The cabinets will house all communications equipment, wiring and all associated fusing. For purpose of this bid, assume that OCFA will provide communication cabinets and that should a custom cabinet be required, an hourly rate option will be provided.

## Roof Mounted Antennas

Each unit will have three (3) to eight (8) OCFA supplied antennas installed that will be used for tactical radios (800 MHz radio and VHF State radio), AVL (Automatic Vehicle Locator), cell phones and accessories **OCFA will perform an inspection on the first unit in a series prior to Firm re-installing rear head liner.**

On the first vehicle in a series, OCFA will lay out the antenna pattern with the Firm prior to drilling any holes. A printed SWR test of all antennas will be required on each unit. **Firm must provide proof of both the knowledge of testing an antenna and possession of the proper equipment prior to award of a contract.** A continuity test will not be accepted in lieu of a watt meter SWR test. Antenna cables will be routed through the roof structure, through side posts and into the communication cabinet. OCFA will review and approve cable routing on the first vehicle in a series.

## Radio Systems

Most units will have two (2) OCFA supplied tactical radios installed, one (1) 800 MHz fire radio and one (1) VHF State Radio. Each unit will also have an intercom system with radio interface installed. NOTE: Unless otherwise specified, equipment will be installed per manufactures specifications.

### 800 MHz Fire Radio

The OCFA supplied radio will be installed in accordance with the OCFA Installation Requirements and Standards listed in Section III. The OCFA supplied radio will be a Motorola Astro Spectra with a single remote W-9 head. (In the case of Battalion Suburban's, there will also be a remote radio head in the rear of the vehicle.) The radio will be installed in accordance with the OCFA and manufacture mobile radio installation requirements and manufactured supplied instructions.

For a typical Class A vehicle, the radio head will be mounted in the overhead dash panel above the passenger's seat. The vehicle manufacturer will supply the appropriate radio cut-out in the panel and OCFA will supply the radio face plate and on/off switch. Firm will be responsible for mounting the radio head into the supplied face plate and the face plate into the upper dash plate. The microphone will be extended to the lower dash with a supplied extension. Final microphone location will be determined at the pre-construction meeting.

The radio pack will be mounted on a slide tray in the communication cabinet. All associated radio cabling will have sufficient length to allow the full extension of the slide tray without binding or stressing any cables. The radio pack will be powered from the communication cabinet using the supplied power cable.

In Class B and C vehicles, radio control heads will typically be mounted in a center console between the front seats, although in some class B vehicles, they may be mounted in an overhead dash panel as with Class A vehicles. Class D vehicles are variable based on the individual vehicle design.

### **In-Cab Radio Speakers**

OCFA will supply and Firm will install two (2) standard Motorola speakers. In most cases, speakers will be removed from Motorola housings and flush mounted using Firm supplied black metal round mesh grills. Speakers will be front mounted in a location pre-designated by OCFA. OCFA and Firm rep will decide final placement of holes in headliner prior to cutting.

### **VHF State Radio**

The OCFA supplied radio will be installed in accordance with the OCFA Installation Requirements and Standards listed in Section III. The radio head will typically be mounted in a similar location as the 800 MHz radio. The firm will be responsible for mounting the radio head into the supplied face plate and the face plate into the dash plate. The microphone will be extended to the lower dash with a supplied extension as required. Final microphone location will be determined at pre-construction. Each radio will be inter-connected with the intercom system at the rear of both radio heads.

### **Mobile Data Computers (MDC)**

All Class A and other designated units will receive an OCFA supplied Mobile Data Computer (MDC). The kit will consist of a Patrol PC, Docking Station, Keyboard and all associated brackets, mounts and cabling. NOTE: Unless otherwise specified, equipment will be installed per manufactures specifications.

### **Vehicle Modem / Automatic Vehicle Locator (AVL)**

The OCFA supplied AVL will be mounted using OCFA supplied bracket in the communication cabinet. Utilizing the factory supplied cables; the AVL will be powered from the dedicated MDC fuse buss. OCFA will approve final equipment layout prior to installation on the first vehicle in a series.

### **Portable Radio Chargers**

OCFA will supply and Firm will mount and install up to four (4) individual portable radio chargers or gang chargers in all vehicles. Final placement will be determined by OCFA prior to installation of the first vehicle in a series. The charger shall be wired hot from the vehicle electrical buss.

### **Portable Radio Holders**

OCFA will provide and Firm will install up to eight (8) portable radio holders in the front and rear of the cab. Final placement will be determined by OCFA prior to installation.

## **ACCESSORY EQUIPMENT**

### **Outlets**

OCFA will provide and Firm will install up to two accessory outlets in the vehicle. Final placement will be determined by OCFA prior to installation. The outlets shall be wired to the main electrical bus using LVD or timer power.

### **Rechargeable Flashlight**

In all vehicle classes a rechargeable flashlight shall be mounted in a pre-designated area. The flashlight shall be wired to the main electrical bus using LVD or timer power.

**Map Light**

A map light shall be installed accordingly as required in Exhibit I. The map light will be wired hot from the LVD or timer power.

**Thermal Imaging Camera (TIC) Charger**

OCFA will provide and Firm will install one charging base for a Thermal Imaging Camera (TIC) for Class A vehicles and as options on other class vehicles. Final mounting location will be determined by OCFA prior to installation. Power will be wired to the main electrical buss through an LVD or timer or any combination thereof.

**CB Radio**

In rare cases a CB radio installation may be required. The radio head will be mounted in the center console. Final placement of microphone clip will be determined during pre-construction.

**Tablet Holder / Charger**

OCFA will supply and firm will install two inductive iPad tablet holder/chargers. Final placement will be determined by OCFA prior to installation. The chargers shall be wired to the main electrical bus using LVD or timer power.

**CODE 3 EQUIPMENT****Electronic Siren / Lighting Controller**

The siren is a Code-3 Matrix. The siren shall have the horn ring feature and park kill options installed. The siren shall have the hi-low function eliminated and carry a five-year warranty.

**Siren Speaker**

The siren speaker(s) shall be installed in the front grill area mounted to the radiator bracket. Final mounting location will be determined by OCFA prior to installation.

**Light Bar**

All lightbars shall be supplied by OCFA and installed by the firm. OCFA will approve the location of the lightbar prior to installation. When applicable, OCFA will supply n Opticom emitter, and or GPS/WiFi module. Emmitter shall be mounted in the center of the light bar frame, OCFA will supply mounting bracket. All areas of roof penetration shall be sealed with 100% silicone. Cabling shall be installed utilizing a weather proof grommet, between the roof and the headliner. No visible lumps or deformations in the headliner will be accepted.

**Headlight Flasher**

The vehicle shall be equipped with a Code-3 headlight flasher unless provided by the O.E.M factory Chevrolet police package, RAM trucks V.S.I.M. system or an aftermarket V-Mux multiplex system. The flasher shall alternate the lights at 1.9 flashes per second. This device will alternate the high beam headlights in code three and be cut off in park. The unit will be mounted inside engine compartment or inside center console or the radio compartment.

**INSTALLATION SCHEDULING**

In planning for a group of installations, OCFA staff will meet with the selected firm and will jointly establish an agreeable scope of work to be completed, system design document, and a schedule for completion of the required work. OCFA will also provide all radios, mobile computers, and other system components

required for the installation per the agreed to installation. The agreed scope of work must be completed, and the vehicle(s) returned to OCFA within the agreed to time frame(s). Should the firm request a delay in delivery beyond the intended date, the firm shall notify the OCFA (in writing) outlining their request. In the written request for a delayed delivery the firm will be required to provide reasons for the delay and estimate a new delivery date. OCFA will send a written response to the firm acknowledging the delay and modified delivery date.

## **WRITTEN ESTIMATES**

Prior to any installations being performed, selected vendor shall prepare a detailed and itemized scope of work including a task list as they understand it to be. This scope of work shall provide an estimate of the cost and time frame per task for recommended installation. The estimate will include a complete list of parts to be supplied by both vendor and OCFA (including quantities and unit price per part), labor (hours and rate) and any miscellaneous charges (with explanation) and tax. Vendor will provide a written time frame before beginning any installations. Estimate must reference the vehicle unit four digit number and radio identifier if supplied. Vendor shall provide a revised estimate, in the same format as described above for any additional work found during the course of installation and not included in the original scope of work. The OCFA IT Communications Services designated representative must inspect (at the OCFA's option) and approve or reject the additional work prior to work being started. The vendor will not perform installations until estimates and revised estimates/scope of work have been authorized by the OCFA IT Communications Services designated representative via phone call or e-mail. OCFA will not be responsible for the costs associated with any unauthorized services.

## **LIQUIDATED DAMAGES**

The firm acknowledges and agrees that any delay would affect the operations of OCFA, and that it is extremely difficult to ascertain and determine actual damages for such delay. Therefore, for firm caused delays, it is agreed that firm is liable to OCFA for liquidated damages in the sum of one hundred dollars (\$100) for each calendar day the vehicle is delayed from the original date of delivery. If the firm deems OCFA to be responsible for the delay in delivery, this must be stated in writing prior to the delivery date of that unit. If OCFA recognizes and agrees to the delay, a revised delivery date will be established and agreed upon in writing by both the OCFA and the firm, and a delay penalty will not be assessed.

## **FIRM DELIVERABLES**

When a vehicle is ready for delivery, firm will schedule an inspection of the unit with the OCFA Installation Liaison. Utilizing the statement of work, system design document, installation photos and "as built" documents, OCFA will conduct a full inspection of each unit delivered from Firm's facility, and system tests will be conducted. Upon successful completion of the inspection and testing process, OCFA will confirm the delivery date and both OCFA and the Firm will sign and date an OCFA provided vehicle inspection form. Should OCFA identify items of deficiency that are in conflict with workmanship and installation standards, statement of work, or approved system design, a punch list will be assembled and those "punch list" items will be noted on the vehicle inspection form. Any outstanding punch list items will be resolved immediately by the Firm and will not be postponed in lieu of the completion of another unit. If the punch list is not completed in a timely manner, and the unit is not ready not for pick up by OCFA in the agreed upon schedule, the Firm could be assessed a \$100.00 per calendar day liquidated damages.

## **FINAL INSPECTION**

**At completion of the first vehicle in a series of like vehicles, an "as-built" wiring diagram and a set of Installation Photos are required and must be delivered to OCFA. These documents must be complete and available during the final inspection. FINAL INVOICES WILL NOT BE PROCESSED UNTIL THESE DOCUMENTS ARE RECEIVED.** A duplicate set of these documents will be kept on site for use and review during final inspection of each additional vehicle in a series.

**“AS-BUILT” WIRING DIAGRAM**

OCFA will supply the wiring diagram prior to installation.

**INSTALLATION PHOTOS**

A complete set of finished installation photos is required at the time ***the first*** vehicle in a group of vehicles is delivered for final inspection. A list of required photos will be provided by OCFA during the pre-installation meeting. The photos need to illustrate the location of key components such as radio packs, intercom controllers, MDC components etc. Established routing paths will also need to be documented with photos for ease in trouble shooting and future installations, and to verify adherence to installation standards. Photos of the under-side of the roof showing the placement of antenna bases, cable service loop, cable routing and surface prep will also be required. If the vehicle has a front console containing power management components, photos will be required. Any location within the vehicle where a communication or related device or component is mounted and or wired will require a wiring diagram and photos documenting its location, use, type of wire or cable and its path of travel. Each vehicle in a series must be installed consistent with the first set of photos. If variance occurs, then additional photos must be provided on a vehicle-by-vehicle basis.

**SYSTEM TESTS**

During final inspection, the following system performance tests will be conducted to ensure proper operation of all equipment before final acceptance. ***(See Exhibit 8 - OCFA Antenna Test) It is required that the firm conduct this test on all radios to confirm functional performance in advance of final inspection. Failure of a Watt Meter test on any antenna will require correction prior to acceptance, which may result in delay charges.***

## **SECTION III: MINIMUM INSTALLATION STANDARDS**

### **INSTALLATION MINIMUM STANDARDS**

This section contains approved standards for installation of communication equipment in all OCFA vehicles. Equipment includes, but is not limited to: mobile radios, mobile data terminals, inter-com systems, etc. Conformance to the minimum standards is required unless a deviation from the standards outlined is approved in writing by the designated OCFA installation liaison prior to performing the work.

The purpose of these standards is to provide for:

- Operator safety and functionality;
- Safe functional and serviceable installation design;
- Design consistency

#### **1. General**

- All existing OEM Vehicle 12-Volt systems will be verified for proper operation prior to installing additional equipment or power terminations:
- All Equipment installations will comply with manufactures specifications; to prevent interference with other vehicle electrical or electronic equipment;
- All installations shall be designed in a standard manner for user safety, serviceability and protection of equipment.
- Only qualified technicians are authorized to perform installations of communications and equipment in OCFA vehicles.
- Any damage to the vehicle or equipment, during installation, must be immediately reported to an OCFA Install Liaison.
- Only UV Resistant High-Temperature Split Loom will be utilized. Loom must be rated for 300 degrees F or higher.
- Rated split loom will be used unless the only space available will not accommodate the size of the loom. Rated Expando Sleeving will be utilized where loom will not fit or for abrasion protection and to improved cosmetic appearance Sleeving shall be rated at 250 degrees F or higher.
- All parts, components, equipment and accessories must be completely installed, assembled and adjusted as required by these specifications; and the component manufacturer's instructions
- All work will be accomplished in a professional manner, to recognized industry standards, and in strict accordance with applicable codes and regulations.
- All wiring or harnesses, whether exposed or not, will be secured to body with plastic or metal cable clamps, "H" blocks or to existing wiring with plastic wire ties.
- No radio will be installed in a manner that compromises the performance or safety of the radio, user, vehicle or equipment
- Proper torque specifications must be followed per manufacturer's instructions, all components requiring a specific torque will be checked and verified during the final vehicle inspection. Firm is required to supply a properly calibrated torque wrench.



## **2. Construction / Installation Practices**

### **B.1 General**

- Vehicle will be dismantled in a manner in which to maintain the integrity of the vehicle when reassembled.
- Any required cutting to any part of the vehicle will be accomplished as follows:
  - Cuts will be straight, neat and the smallest size necessary for installation of parts.
  - All burrs will be trimmed/removed.
- No holes will be drilled or cut into any console assemblies, unless absolutely necessary and authorized by the OCFA installation liaison.
- When drilling holes, or using self-drilling sheet metal screws, installers will be careful not to contact other components or wiring.
- Installation of all components will be made in accordance with the manufacturer's instructions.
- The terms "right hand" and "left hand" will be as if seated in the driver seat, unless otherwise noted.
- All interior and exterior surfaces will be protected at all times from metal drill shaving's, tools, equipment etc.
- All wire ties will be trimmed flush.

### **B.2 Fasteners**

- Sheet metal screws will only be used to fasten to sheet metal or wood in some approved cases. When fastening to plastic, particleboard, MDF or plywood use threaded inserts, "T-nuts", or machine screws and nuts.
- Use Loctite or Lock Washers or some form of lock nut where applicable

### **B.3 Brackets**

- All brackets must support the weight of mounted equipment without flexing or vibration.
- When fabrication is necessary, brackets will be made from hot rolled steel, or 5052/6061 aluminum of appropriate thickness; be securely thru bolt mounted; and powder coat finished with a light texture satin black unless otherwise noted.

### **B.4 Passenger Compartment**

- Remove all pillar, channel and kick panel trim as necessary from both passenger and driver sides to facilitate the orderly installation of coaxial cable and wiring harnesses.
- Remove the vehicle's headliner to facilitate the installation of antennas, coaxial cable and other wiring; and the installation of light fixtures.
- All debris must be removed prior to final installation of factory trim.
- All trim will be replaced in undamaged condition, utilizing the original fasteners or OCFA approved replacements.
- Wooden backboards will be fabricated and installed using through bolt mounting on any irregular surface or thin metal bulkheads. Heavy-duty nut-serts may be substituted where access is limited. All backboards will be Rhino lined on all sides prior to installation.

## **3. Electrical Systems**

### C.1 Design Requirements

- To meet SAE Standard J1292 (Automobile, Truck, Truck-Tractor, Trailer, and Motor Coach Wiring) as minimum
- To withstand the rigors of fire service
- With accessibility and ease of maintenance as a priority
- No wiring will run under the carpeting in the driver or passenger foot well
- All wire used will conform to SAE Standards
- All electrical components, including wiring, will be rated at 125% of the maximum intended load
- All Contractor supplied wire will run in enclosed looms or conduit; and will be color coded and labeled with circuit designation every three (3) inches.
- All main power and battery connections will be permanently labeled with function and covered with clear silicon-seal shrink tubing.
- All external lights, siren speakers and harness connectors shall be Deutsch DT Series 2, 3, 4, 6 or 12 contact weatherproof connectors
- All crimp connectors will be of the heavy-duty nylon variety with brazed barrels. (Example Sta-Con brand)
- Insulation-displacement connectors (i.e. "Scotchlock") are not acceptable for any connection
- Open, "crimp" type connectors are not acceptable for exterior connections, and electrical tape is not acceptable for any connection.
- A "Blue Sea" fuse block and ground block will be installed within the vicinity of the RT pack, using stranded necessary gauge wire red in color. The fuse block will be wired directly to the high amperage, non-self-resetting breaker, then to battery or battery switch depending on the vehicle.
- A copper buss bar type ground block with individual screws will be installed in the vicinity of the R/T pack(s), using stranded necessary gauge wire, black in color. A vehicle chassis ground must be established using a clean (bare metal) preparation, to prevent a floating ground or ground loop.
- From the load side of power, all hot leads will terminate directly to a marine rated fused power distribution block.
- All power leads will terminate with either ring connectors or at a dedicated fuse block termination point.
- A high amp breaker will be installed between the vehicle battery and the fuse block.
- The main power cable entering the vehicle shall be a 2-gauge cable with a 150-amp marine rated manual reset circuit breaker. The main power cables shall be high flexibility welding type cable and of the design to carry the most current possible. The cable shall be clearly marked with the size and the type every foot.
- All wiring added to the vehicle shall be high temperature GXL cross-link wire. The wire shall be rated at a minimum temperature of 250 degrees F. Wiring shall be function coded every three (3) inches.
- All wiring added must conform to SAE Standard 1128 – Low tension primary cable.
- Utilize Pre-determined cable chases and routing pathways for safety and protection
- Total amperage draw on any one circuit must not exceed 75% of the total accessory load limit.

- All soldering will be of high quality. Solder “blobs” and cold solder joints are not acceptable.
- All fuse holders will be marked with the circuit they protect and will be installed in accessible locations, no fuses or breakers will be covered by panels or other obstacles unless approved by OCFA and labeled on panel and print diagrams.
- No loose wiring will be exposed or visible in any area of the vehicle’s interior or exterior.
- Secure loops and label all breakers

### C.2 Wiring Specifications and Requirements

All main cables added to a vehicle will be specified in the provided wiring diagrams using red for power (12 Volt) and black for ground. This cable shall be of the design to carry the most current available. The cable will be highly flexible welding type cable and have an outside diameter of at least .50 inches and contain a minimum of 2660 strands of copper wire. 4-gauge welding cable will have an outside diameter of at least .425 inches and contain a minimum of 1672 strands of copper wire. All main power cables will be clearly marked with size and type every foot. All main power wire added to a vehicle will 3 to 1 polyolefin heat shrink tubing over all connections; this heat shrink tubing will have a silicon inner wall for maximum sealing. All main power cables will be permanently marked with function at each end and covered with clear heat-shrink tubing.

Any wire not supplied by OCFA will be high Temperature GXL Cross-Linked Oxygen Free Copper. Wire will be permanently marked with its function every three (3) inches. Any wire added shall be approved by OCFA prior to installation.

- Only UV Resistant High-Temperature (300 degrees F) split loom is acceptable and must have a stripe or other indicator for easy recognition. Loom Specifications must be provided to OCFA for approval prior to start of job.
- Hard plastic (snap-in or glue-in) or rubber grommets must be used wherever wiring passes through walls or partitions.
- Cable ties will be black plastic.
- Cable clamps will be rubber coated stainless steel.
- All wires that pass through Firewall, Bulkheads, or Roofs must have silicon around plastic or rubber grommets
- All new wiring will follow vehicle manufactures wire chase or vehicle wiring harness, using existing access points where possible. Service loops will be included on all control, power and antenna cables.
- Rubber grommets or hard plastic grommets and “split loom” will be used to protect cables from damage caused by rubbing against vehicle surfaces or when cables are passed through metal bulkhead or frame rails.
- All cable will be secured using cable ties, P-clips and other approved methods, tied to stationary vehicle components such as frame or existing raceways.
- All service loops, or wire runs that pass through or in the vicinity of seat rails, console mounts, or headliner must be taped down to body to avoid abrasion.
- Wherever practical, wiring looms will be tied together, and clamped to bulkheads to insure maximum security and vibration resistance
- All continuous runs of wiring will be supported at intervals of 16 inches or less.

### C.3 Main DC Ground Electrical Buss

The main electrical ground buss system shall have a 2-gauge cable to the rear radio compartment. Both will originate from the engine mounted ground buss rated for 300 amps. This eliminates the possibility of noise and ground loops which could damage the communications equipment. This system is completely isolated from the chassis electrical, which makes it compliant with vehicle. Warranty. All surfaces used for chassis ground shall be treated as follows:

- Surface must be free from paint and primers (clean bare metal)
- Surface must be checked with OHM meter, with a value no greater than .2 OHMS + or -.1 OHMS.
- After ground stud is completed any exposed raw metal shall be treated with a rust inhibitor (i.e., primer or silicon sealant).

No star washers will be accepted in lieu of proper surface preparation. A Blue Sea ground buss will be used to terminate equipment grounds in both the center console and rear radio compartment.

#### C.4 Vehicle OEM Interface

Preferred vehicle interface is CAN ODB or Multiplex or vehicles with OEM service interface (i.e. RAM VISM). These interfaces must be used first for the following:

- Ignition, Accessory, Park, etc.

Second choice is OEM S.E.O supplied upfitter wiring.

Third Choice is solder tapped and fused to OEM BCM

Must have current OEM schematics to prove safe interface

#### **4. Speakers**

- All speakers will be surface mounted with the most minimally invasive methods possible. Speaker grill, inserts and retaining rings will be used.
- Speaker wires will be routed and secured along the most direct route possible using existing loom or cable runs. Quick disconnect at 6 inches from speaker using 2 conductors shall be used
- Dual radio speakers will be mounted on opposite sides of cab or console to provide for audio separation.

#### **5. Antenna**

- Antenna patterns must be symmetrical and installed per OCFA approved plans
- The antenna ground plane must be a flat metallic surface.
- Sand and clean under side of roof for maximum antenna ground
- Label antenna, base (inside antenna dome) and both ends of coax
- Antenna spacing must be no less than 18 inches between any two antennas.
- Only OCFA approved coaxial cable will be used for the antenna installation.
- Cable bends must be no greater than that approved by the manufacturer to avoid crimping or damage
- All antenna connections will be soldered or crimped per manufacturer's instructions.
- Trim all excess material from braided copper shield.
- Inspect cables for damage prior to vehicle reassembly.

- Test for continuity and shorting, prior to connecting to the radio or other equipment using an ohm meter.
- A Watt Meter Test is required on all antennas. Contractors are required to submit results using the provide antenna test report prior to invoicing.

## **6. Microphones**

- Remote microphone extensions are preferred when specified
- Where possible the microphone clip should be mounted per user preference as long as it does not interfere with any other vehicle function and it is safe to access.

## **7. Radio/Transceivers**

- The transceiver should be mounted in a way to show asset/serial numbers, to avoid physical and environmental damage to the unit and allow for easy access and serviceability. OCFA will approve equipment layout.

## **8. Radio Test Procedure**

All new radio equipment will be tested to insure:

- Proper power to radio; 12vdc
- Test radio with inline watt meter between RT pack and antenna to determine forward and reflected power.
- Tune antenna as needed
- Test radio operation for clarity and volume; consider ambient noise factor.
- Confirm proper operation of all devices added to the vehicle.
- Demonstrate proper operation of all installed systems in vehicle with vehicle operator.
- Test Intercom system if present for transmit and receive capabilities.

## **9. Clean Up**

Upon completion of installation, the vehicle will be reassembled to its original condition, and all debris removed. A final vacuum and vehicle inspection will conclude installation

## **10. Specific Installation Instructions**

The following information is provided as a typical installation standard. Deviations from the instructions provided below should be discussed with the Communications Liaison. Note that not all components are required on all installations, and the examples given are for a typical Class A vehicle.

### **D.1 Communications Battery Charger**

An OCFA supplied 40 amp battery charger will be installed in a designated location in the communication cabinet/enclosure. The charger will be thru bolted with 1/4-20 stainless Truss head Phillips screws. Utilizing two (2) factory installed 8 gauge cables, Contractor will make termination at both the charger and the batteries. Contractor will supply and install two (2) 8 gauge (red) jumpers from the factory re-settable breakers located near the high amp breakers on the passenger side battery box to the positive post of the two (2) communication batteries. The A/C power for the charger will be tapped at the shore power plug on the driver's side. A minimum of twelve gauge three (3) conductor cable will be used. A/C cable must be black rubber jacketed, UV rated, oil/stain resistive, highly flexible and rated for at least 600 volts. All Contractor supplied cables will match or exceed factory cables in gauge, terminal size and abrasion

protection, and overall construction. A remote display supplied with the charger will be mounted near the driver's seat area. Final location will be determined at pre-construction.

#### D.2 Vehicle Battery Charger

The vehicle shall include a Professional Marine Flyback 30-3 battery charger. The charger shall be mounted in a designated location in the communication cabinet/enclosure. The charger shall include an approved 15-amp shoreline connector. The plug shall typically be mounted on the left side of the vehicle on the rear "C" pillar of the cab.

#### D.3 Communications & Main Electrical Distribution System

The main electrical distribution will be divided into three (3) separate isolated power lines. The manufacturer has previously installed the main 2-gauge power and ground lines including the individual breakers at the battery box.

#### D.4 Communication Power

The power distribution for all communication equipment will be based in the driver's side communications cabinet located inside the cab directly behind the driver's seat. The manufacturer installed four (4) 2-gauge (3-red, 1-black) cables that run from the passenger side battery box to the communication cabinet. The wires will terminate on the inside back wall of the cabinet utilizing three (3) Contractor supplied 4-position Maxi fuse blocks Gryphon-#5406 or approved equal. Each of the three (3) main blocks will then be fused at 60 amps and re-fed to one (1) Contractor supplied 8-position ATC fuse block Gryphon-#5517 or a Bussman equal per main block for individual component fusing. The smaller ATC blocks will be mounted to one of two existing sliding trays mounted within the communication cabinet. A "master battery" switched block will be installed adjacent to the ATC blocks. This fuse block will be an 8-position ATC block Gryphon-#5517 or a Bussman equal. A Bosch 75 amp relay model #0332002150 or Tyco equal will be installed on the tray. The fuse block will be fused at 60 amps off of the communication battery and triggered from the master battery circuit. A twelve gauge function coded wire labeled with either "Radio Ignition" or "Radio Turn On" and fused at 10 amps will be used. An in-line ATC fuse holder will be install and labeled at the source. Careful consideration must be given to ensure any harnesses that will extend or retract have proper wire length, anchoring and abrasion protection.

- Communication Main Ground:

The manufacturer supplied 2-gauge ground will be terminated in both the driver's side and the passenger side communication cabinets with Contractor supplied Cole Hersee ground blocks #CM-M-449. A two (2) gauge Contractor supplied black cable will be installed between both blocks. ALL communication components installed will be grounded at these two points, no exceptions. An ohm reading will be required on the main cable termination to ensure ground potential matches manufactures specifications. A value of .2 and no greater than .3 ohms will be accepted.

#### D.5 Vehicle Electrical System – General Information

The main power cable entering the vehicle for warning lamps shall be a 2-gauge cable with a 150 amp manual reset circuit breaker. The main power cable entering the vehicle for the radio equipment shall be a 2-gauge cable with a Bosch 150 amp manual reset circuit breaker and shall terminate in the radio compartment on a 4-position Maxi blade fuse block. Gryphon Mobile Mod # 5404 or equal utilizing Maxi-Blade fuses. The 2 and 4-gauge cables shall be of the design to carry the most current available, therefore it is required that these cables have an outside diameter of at least .50 and .425 and a minimum of 2660 and 1672 strands. Each cable shall be clearly marked with the size and type every foot. All power cables added to the vehicle shall have 3 to 1 polyolefin heat shrink tube over all connections; this shrink tube shall have a silicone inner wall for maximum sealing. All wire added to the vehicle shall be high temperature



GXL cross –link wire; the wire shall be rated at a minimum temperature of 250 degrees F. All wiring shall be permanently marked with its function every three- (3) inches. This marked wire must be used to aid service technicians beyond vehicle warranty. Any crimp type connectors used shall be the nylon heavy-duty type; standard duty vinyl connectors are not acceptable. Any use of insulation displacement type connectors (i.e., scotchlok connectors) is unacceptable. All wires shall be enclosed in 300 degrees rated high temperature split poly loom. All split loom shall be the high temperature type with a gray stripe for identification. Any wires that pass through sheet metal shall be protected with plastic or rubber grommets. The busses/fuses will be located in the factory storage compartment located on the inside of the right rear  $\frac{1}{4}$  panel. (No exceptions to any part of this section will be allowed).

- Main DC Ground Electrical Buss

The main electrical ground buss system shall have a 2ga cable to the rear radio compartment and 4ga cable to the center console. Both will originate from the engine mounted ground buss, rated for 300 amps. This eliminates the possibility of noise and ground loops, which could damage the communications equipment. This system is completely isolated from the chassis electrical, which makes it compliant with vehicle warranty. All surfaces used for chassis ground shall be treated as follows:

- a. Surface must be free from paint and primers (clean bare metal)
- b. Surface must be checked with OHM meter, with a value no greater than .2 OHMS + or- .1 OHMS.
- c. After ground stud is completed any exposed raw metal shall be treated with a rust inhibitor (i.e., primer or silicon sealant)

No star washers will be accepted in lieu of proper surface preparation. A Blue Sea 2300 ground buss will be used to terminate equipment grounds in both the center console and the rear radio compartment.

## **SECTION IV: GENERAL INSTRUCTIONS TO OFFERORS**

### **ACCEPTANCE PERIOD**

Unless otherwise specified herein, proposals are firm for a period of one hundred eighty (180) days.

### **AMENDMENT OF REQUEST FOR PROPOSAL**

The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time. Amendments (addendums) may be obtained from the OCFA website at: [www.ocfa.org](http://www.ocfa.org). It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Any interested Offerors without Internet access may obtain a copy of this solicitation by calling (714) 573-6640, or a copy may be picked up during regular business hours. OCFA takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming submittal non-responsive.

### **RESERVATION OF RIGHTS**

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

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

The OCFA reserves the unilateral right to modify or amend this RFP in writing at any time for any reason the OCFA determines to be in its best interest. The OCFA also reserves the right to cancel or reissue the RFP at its sole discretion. OCFA reserves the right to accept or reject any or all proposals and the right to waive minor irregularities in any proposal. Waiver of one irregularity does not constitute waiver of any other irregularities.

### **AWARD SELECTION PROCESS**

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

Selection of qualified Offerors will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; price proposal; support and services; qualifications and experience with similar types of efforts; and references. Additional questions may be asked of Offerors and demonstrations may be conducted. Offerors will be notified of any additional required information or demonstrations after the written proposals have been evaluated. The recommendation will be made to the OCFA Board of Directors Executive Committee if required. Once the contract(s) are approved, the Offeror(s) selected will enter into contract with the OCFA.

**CAMPAIGN CONTRIBUTIONS DISCLOSURE**

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete the Party and Participant Disclosure Forms provided in Appendix F of this RFP and submit as part of the proposal, if applicable. Offeror is required to submit only one copy of the completed form(s) as part of its proposal. This/these form(s) should be included in the original proposal. The Offeror and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Offeror in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the OCFA Board of Directors takes action.

**CANCELLATION OF SOLICITATION**

The OCFA may cancel this solicitation at any time.

**CERTIFICATION**

By signature on the Offer/Price Page, Certification of Submittal page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract.
- The Offeror hereby certifies, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

**CONFIDENTIAL INFORMATION**

All responses to this RFP become the property of OCFA and will be kept confidential until such time as recommendation for award of a contract has been announced. Thereafter, proposals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its proposal is exempt from public disclosure, such portion may be marked "confidential." OCFA will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of such materials, data and information. Proposals marked "confidential" in their entirety will not be honored and OCFA will not deny public disclosure of all or any portion of proposals so marked. By submitting information with portions marked "confidential", the respondent represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse OCFA for, and to indemnify, defend and hold harmless OCFA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to OCFA's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, OCFA may request that the bidder/respondent directly defend any action for disclosure of any information marked confidential.

**COMPLIANCE WITH LAWS**

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

**DEBARMENT / SUSPENSION POLICY**

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Offeror will be screened at the time of RFP response to ensure respondent, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

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

**DISCUSSIONS**

The OCFA reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

**DISQUALIFICATION OF OFFEROR(S)**

If there is reason to believe that collusion exists among the Offerors, OCFA may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Reasonable grounds for believing that any Offeror is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Firm is interested. If there is reason to believe that collusion exists among the Firms, OCFA may refuse to consider Proposals from participants in such collusion. Firms shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

**DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD**

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

Requests to resolve a dispute concerning improprieties in the proposal process prior to the solicitation due date, must be submitted not less than five (5) working days before the solicitation due date.

Should a dispute arise regarding this solicitation's Recommendation for Award or Denial of Award, the request for resolution must be submitted in writing within seven (7) days after the party bringing the dispute knows or should have known the facts hereto; however in no event later than seven (7) days after issuance of the Intent to Award.

**EXPERIENCE AND COMPETENCY**

The successful Offeror(s) shall be skilled and regularly engaged in the general class or type of work called for under the contract. The successful Offeror(s) shall also have **no less than three (3) years' experience in the magnitude and character of the work proposal**. Each Offeror shall provide information about experience with the proposal. To determine the degree of responsibility to be credited to the Offeror, OCFA will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most responsive and responsible Offeror(s), consideration will be given not only to the financial standing,

but also to the general competency of the Offeror for the performance of the work specified in the contract documents.

### **FAMILIARIZATION OF SCOPE OF WORK**

Before submitting a proposal, each Offeror shall familiarize themselves with the scope of work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

### **INDEMNIFICATION**

Offeror shall protect and indemnify the OCFA, the Board of Directors, and all of its or their officers, agents and servants against any claim or liability arising from or based on Offeror's violation of any existing or future state, federal, and local laws, ordinances, regulations, orders or decrees pertaining to Offeror's submittal.

### **INQUIRIES**

Any question related to the Request for Proposal shall be directed to Assistant Purchasing Agent, James Aguila. Questions and comments regarding this solicitation must be submitted via PlanetBids, no later than the stated Q&A deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding. Answers will be released via addendum through PlanetBids and notification will be sent to prospective bidders who have downloaded the bid documents.

### **LATE PROPOSALS**

Late proposals will be rejected and not opened.

### **NEGOTIATIONS**

Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the OCFA deems that negotiations are not progressing, OCFA may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

### **OBJECTIONS**

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to Purchasing Manager less than five (5) working days before the RFP due date. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

### **OFFER AND ACCEPTANCE PERIOD**

In order to allow for an adequate evaluation, OCFA requires an offer in response to this solicitation to be valid and irrevocable for one hundred and eighty (180) days after the proposal due date and time.

### **PRE-PROPOSAL CONFERENCE**

If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Written minutes and/or notes will not be available, therefore attendance is encouraged. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Purchasing Manager. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to OCFA at this meeting. OCFA will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

### **PREPARATION OF PROPOSAL**

- All proposals shall incorporate the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- The Proposal form and any solicitation amendments must be signed and returned with the proposal. The forms submitted shall be signed by a person authorized to submit an offer. An authorized signature on the Proposal form, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to provide services specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- Periods of time, stated as a days, shall be in calendar days.
- It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- OCFA shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

### **PROPOSAL OPENING AND RESULTS**

Please note that there will be no public opening of proposals. The list of firms participating in the solicitation will be available when the recommendation for award(s) is made to the Executive Committee.

### **PUBLIC RECORD**

All proposals submitted in response to this Request for Proposal shall become the property of OCFA and shall become a matter of public record available for review subsequent to the award notification.

### **WHERE TO SUBMIT PROPOSALS**

In order to be considered, the Offeror must complete and submit its proposal to OCFA Purchasing Office at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER,



PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

**WITHDRAWAL OF PROPOSAL**

At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

## SECTION V: EVALUATION OF PROPOSALS AND NEGOTIATIONS

### **EVALUATION PROCESS**

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

**1. Statement of Qualifications & Experience (maximum points 15)**

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

**2. Communication & Resources (maximum points 10)**

This set of criteria assesses the Offeror's demonstrated ability to communicate and provide timely information to OCFA either via formal reports or other means. Demonstration of firm's resources, presence, and experience with other clients, ability to respond to requests in a timely manner.

**3. Project Approach/Scope of Work (maximum points 40)**

This set of criteria assesses how well the Offeror responds to and demonstrates an understanding of the objectives listed in the RFP. It assesses how well the service meets the required specifications and objectives in the solicitation.

**4. Value-Added Features (maximum points 5)**

This set of criteria assesses additional value-added features or capabilities this firm proposes to bring to the contract.

**5. Overall Responsiveness (maximum points 5)**

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

**6. Proposed Costs (maximum points 25)**

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

$$\frac{\text{Total Cost of Lowest Responsive Offer}}{\text{This Proposer's Total Cost}} \times 25 = \text{Awarded Points}$$

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. OCFA may request a best and final offer from the top ranking firms for further evaluation and consideration. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

**ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS****1. Shortlist**

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

**2. Interviews/Demonstrations**

OCFA reserves the right to conduct interviews and/or demonstrations with some or all of the Offerors at any point during the evaluation process. However, OCFA may determine that interviews/demonstrations are not necessary. In the event interviews/demonstrations are conducted, information provided during the interview/demonstration process shall be taken into consideration when evaluating the stated criteria. OCFA shall not reimburse the Offeror for the costs associated with the interview process. Demonstrations will be held at a time and place specified by OCFA. The Firm's key project team members will be invited to attend the interview/demonstration. The interviews will last approximately 60 minutes, with the time allocated between firm's presentation and question and answer period. The firms should be prepared to discuss at the interview, their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent things that distinguish your firm from others.

**3. Interview/Demonstration Rating Criteria**

The following criteria and points will be used in evaluating and rating the interviewed firms.

- **Interview/Questions (maximum points 20):** This may reflect additional information or insight gained into the firm's *Method of Approach, Qualifications, Expertise & Experience, or Administration & Customer Service.*
- **Site Visit (maximum points 10)**

The score achieved from the interview will be combined with the scoring for the initial evaluation, for a total. It is OCFA's intent to commence negotiations with the Offeror(s) deemed most advantageous. OCFA reserves the right to re-evaluate the written proposal in light of any additional information provided in the interview process.

**4. Additional Investigations:**

OCFA reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.

**5. Prior Experience:**

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

**6. Overall Evaluation of the Proposal Response:**

The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

**7. Post-Proposal Discussions with Offerors:**

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

**NEGOTIATIONS**

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. OCFA may request a best and final offer from the top ranking firms for further evaluation and consideration. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process. Offerors shall respond to all requirements in the order in which they are presented. Proposals, which appear to be compliant, shall be evaluated in accordance with the following

The Offeror with the best ranking after negotiations will be recommended for award of the contract. When the evaluation team has completed its review of the proposals and the finalized the negotiated the best and final offer, the Purchasing Department will send a Notice of Intent to Award to the successful Firm. The award may be subject to Executive Committee approval.

**NOTICE OF INTENT TO AWARD/EXECUTION OF CONTRACT**

Following the interviews and final contract negotiations, a notification of OCFA's intent to award contract ("Notice of Intent to Award") will be sent to the successful Offeror(s). Following receipt of the Notice of Intent to Award, and no more than ten (10) days prior to submittal of the recommendation for award of contract to the Executive Committee, the successful Offeror(s) shall submit the following items to the Purchasing & Materials Manager or designee:

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

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

Following the Board of Director's acceptance and approval of the Ad Hoc Committee's recommendation for award of contract, OCFA shall return one fully executed copy of the PSA to Offeror(s).

**ACRONYM AND TERM GLOSSARY**

ATC	Automatic Temperature Control
Authority	Also refers to the Orange County Fire Authority
AVL	Automatic Vehicle Locator
BC	Battalion Chief
CFR	Code of Federal Regulations
LVD	Low Voltage Disconnect
MDC	Mobile Data Computer
OCFA	Orange County Fire Authority
Offeror	Shall mean the specific person or entity responding to this RFP
PIO	Public Information Officer
PSA	Professional Service Agreement
Respondent	Shall mean the specific person or entity responding to this RFP
RFP	Request for Proposal
SWR	Standing Wave Ratio
TIC	Thermal Imaging Camera
VHF	Very High Frequency

**EXHIBIT I: VEHICLE TYPES AND EQUIPMENT INSTALLED**

INSTALL CLASS	VEHICLE TYPE	800 MHz Mobile Radio	VHF Mobile Radio	Mobile Data Computer (MDC)	Cellular Telephone Kit	Power Management System	On Board Battery Charger	Radio Enclosure Cabinet	Intercom System	Front Radio Console	AVL / GPS	Portable Radio/Battery Chargers	Rear Mount MDC	Rear Mount 800mhz	Code 3 Equipment	Opticom	Thermal Imaging Camera	Map Light	Rechargeable Flashlight
A	Type 1 Engine	1	1	1		1	1	1	1		1	4			1	1	1	1	1
A	Type 1 WUI Engine	1	1	1		1	1	1	1		1	4			1	1	1	1	1
A	Type 3 Engine	1	1	1		1	1	1	1		1	4			1	1		1	1
A	Truck - TDA	1	1	1		1	1	1	1		1	4			1	1	1	1	1
A	Truck - 90' Quint*	1	1	1		1	1	1	1		1	4			1	1	1	1	1
B	BC Command Suburban	1	1	1	1	1	1	1	1	1	1	4	1	1	1	1	1	1	1
B	Crew Cab-Squad/Patrol	1	1	1		1	1	1	1	1	1	2			1	1		1	1
B	Dozer Transport Tractor	1	1			1		1			1	1			1	O		1	1
C	Mid-Size 4 Door (2019 Tahoe)	1	1			1		1		1	1	1			O	O		O	1
C	Mid-Size 4x4 (2019 Colorado)	1	1			1		1		1	1	1			O	O		O	1
C	Full Size 4 Door	1	1			1		1		1	1	1			O	O		O	1
C	Full Size 4x4 (2019 Dodge Ram 2500)	1	1			1		1		1	1	1			O	O		1	1
D	Fuel Tender	1													1	O			1
D	Dozer								1										1

\*O = optional

## EXHIBIT II: EQUIPMENT LIST – PARTS RESPONSIBILITY

Device/System	Description	Model/Spec ( Current)	OCFA/Vendor Provided
Accessories	2-Pin male/female Molex Connector	Thermal Imaging Camera (TIC) Charger Connection	OCFA
Accessories	A/C Outlets	Duplex Electrical Box; Rectangular White Duplex Plug	OCFA
Accessories	Alternator	Quality Power 200 Amp Alternator	OCFA
Accessories	Back-up Alarm	ECCO 510	OCFA
Accessories	Conductor Cable	12 gauge three (3) Conductor Cable, Black Rubber Jacketed, UV rated, Oil/Stain Resistive, Highly flexible and rated for at least 600 volts.	OCFA
Accessories	Crimp Type Connectors	Nylon Heavy-Duty braised barrel, MFR: Sta-con or approved equal	Vendor
Accessories	GXL Cross-Link wire	Minimum Temp. Rating; 250 Degrees	OCFA
Accessories	Hardware	#10 stainless steel Truss head screws , Fender Washers, Nylock Nuts, 5/16-18 Stainless Hex Bolts, 10 -32 Staine Steel Phillips Screws and Washers, #6 X 3/4 Long Stainless Steel machine Flat Head Screws, 1/4-20 Long T-Nuts (McMaster-Carr 90975A029 or equal), Rubber or Plastic Type/Abrasion Protection	Vendor
Accessories	Heat Shrink Tube	3 to 1 Polyolefin w/silicone inner wall	Vendor
Accessories	Jumper	2 gage battery cable	Vendor
Accessories	Maxie Blade Fuses	5,10,20,60 Amp Fuses, MFR: Buss or approved equal	Vendor
Accessories	Remote Unlock Switch	Remote Unlock Switch for Vehicle Doors	OCFA
Accessories	Wire	8 gage wire. (Red & Blk) 10 gage wire (Red & Blk)	Vendor
Accessories	Wiring Loom	300 Degrees rated high Temp. split poly loom w/gray stripe	Vendor
AVL	Automatic Vehicle Locator (AVL)	AirLink AVL Modem	OCFA
Cellular Phone and Accessories	Broad Band Cellular Router	Make and Model	OCFA
Cellular Phone and Accessories	Cell Phone Hands Free Kit	Parrot Hands-Free Bluetooth Car Kit & Mount, Charging Cradle, Screen Mount	OCFA
Cellular Phone and Accessories	Cellular Antenna (Dual Band)	Make and Model	OCFA
Code 3 Equipment	Headlight Flasher	Code 3 Model # 700	OCFA
Code 3 Equipment	Lightbar	Code 3 Matrix Bar	OCFA
Code 3 Equipment	MapLight	Maxxima M84434RW	OCFA



<b>Device/System</b>	<b>Description</b>	<b>Model/Spec ( Current)</b>	<b>OCFA/Vendor Provided</b>
Code 3 Equipment	Narrow Stick (Amber)	Code-3 Narrow Stick	OCFA
Code 3 Equipment	Opticom	Opticom Emitter; 3M 792 H	OCFA
Code 3 Equipment	Rechargeable Flashlight	Streamlight Model # SL-20XPLED-25123 or SL20LED	OCFA
Code 3 Equipment	Siren Speaker w/100 watt Atlas drivers	–Code 3	OCFA
Command Center Control System	V-Mux Control	V-Mux # 6010-0000-00911 Load Management system	OCFA
Intercom	Intercom System -Radio Transmit Interface	SETCOM model # IM- 900 Intercom System, Stainless Steel Jack Plates (x4), Aux. Audio Cable	OCFA
MDC	Mobile Data Computer Kit	Screen/Keyboard/Clamshell Mount/Related brackets, mounts, and cabling/Rear Mount BC Unit	OCFA
Power Management System	2-gage battery Cable;	.50 minimum OD, 2660 Strands, welding cable	Vendor
Power Management System	4-gage battery Cable	.425 minimum OD, 1672 Strands, welding cable	Vendor
Power Management System	Accessory Outlets	Three Port Accessory Outlets; 12 Volt	OCFA
Power Management System	ATC Fuse Holder	In-Line Fuse Holder	Vendor
Power Management System	Battery Integrator	Blue Sea Model 7622 with Switch	OCFA
Power Management System	Bosch 75 amp relay	Bosch model# 0332002150 or Tyco equal	OCFA
Power Management System	Circuit Breaker	150 amp Manual Reset Bussman # MRCB150	OCFA
Power Management System	COMM Batteries	Odyssey PC2150 Group 31 or Odyssey 1500	OCFA
Power Management System	COMM Battery Charger	Blue Sea P12	OCFA
Power Management System	COMM-Console and Console Ext.	Troy Products	OCFA

<b>Device/System</b>	<b>Description</b>	<b>Model/Spec ( Current)</b>	<b>OCFA/Vendor Provided</b>
Power Management System	Ground Block	Cole Hersee model # CM-M-449	OCFA
Power Management System	High Idle System	Off Road Engineering Model # HIC 900 Throttle Controller & .25 Blade Connectors	OCFA
Power Management System	Low Voltage Disconnect (LVD)	Blue Sea 7615	OCFA
Power Management System	Vehicle Battery Charger / Inverter	Samlex EVO -2212	OCFA
Shore Power	Shore Line Connector	Hubbell Plug 5378C; Yellow Cover Plate p/n: HBL 74CM25WOA	OCFA
Shore Power	Auto Eject	Blue Sea Sure Eject 7851	OCFA
Radio	800MHz Fire Radio	Motorola APX 6500 w/ single remote 07 head, Radio Pack w/Bracket, Mic, Mic Clip, Data Cable, Metal Clip for Data, Power/Ground Cable, Thumb Screws.	OCFA
Radio	Cab radio Speaker Grills	Round Mesh (Black) TRC-MGR-4045	OCFA
Radio	Cab radio Speakers	Motorola	OCFA
Radio	CB Radio	Cobra CB Radio, Sonnd Tracker Model # 75 WXST	OCFA
Radio	Portable Radio Charger	Portable Radio Drop-in Charger	OCFA
Radio	Portable Radio Holders	Portable Radio Holders Single or Double	OCFA
Radio	Roof Mounted Antenna	Antenna Specialist Model # KE-794, Antennex MBD Antenna Cables (X8), QW800 Mast (X2), QWFT120 Mast (Cut to 16-1/4" For VHF Radio), Rain Caps (X2), AVL Celular (X2)	OCFA
Radio	VHF State Radio	Bendix King model # GMH-599RP w/single remote head, Mic, Mic Clip, Data Cable,	OCFA

**EXHIBIT III: LIST OF VEHICLES TO BE REPLACED**

The following table provides information on OCFA's 5 year vehicle replacement plan for future purchases. The estimated quantities specified herein are not a guarantee, as the OCFA does not guarantee the purchase of future vehicles. Purchases depend on availability of an appropriation in the OCFA's budget and the quantities may vary depending upon the actual needs of the Department. Information is provided for informational purposes only.

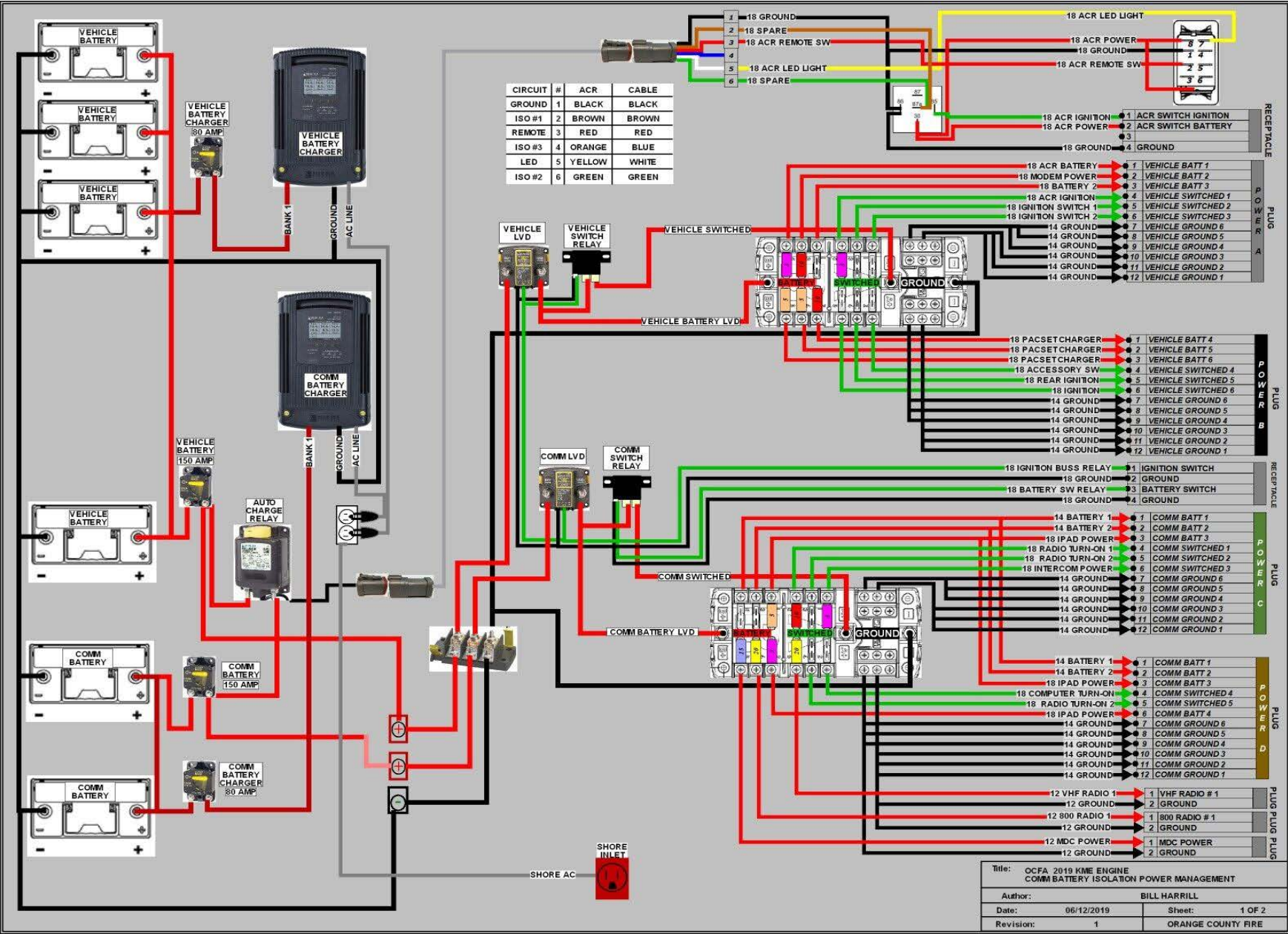
**EMERGENCY VEHICLES**

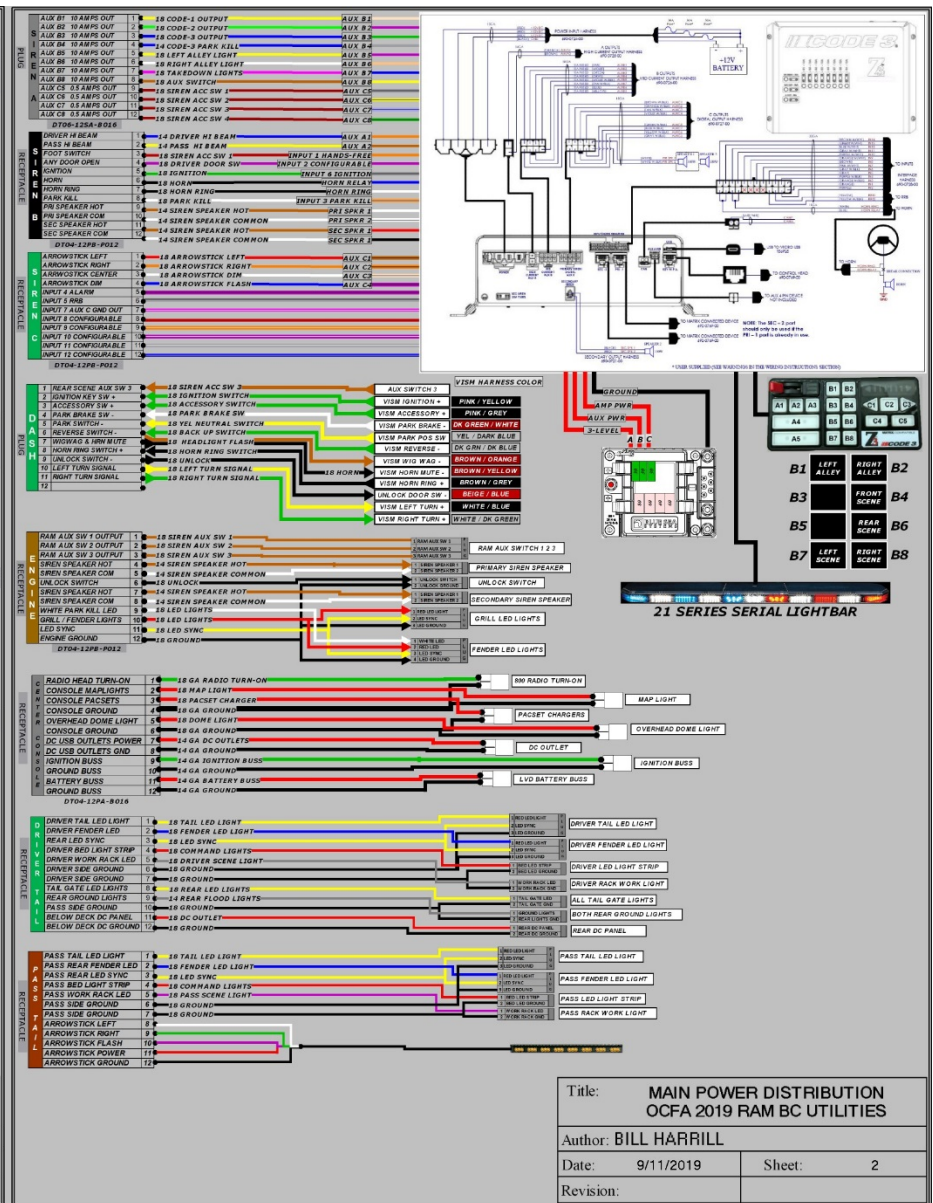
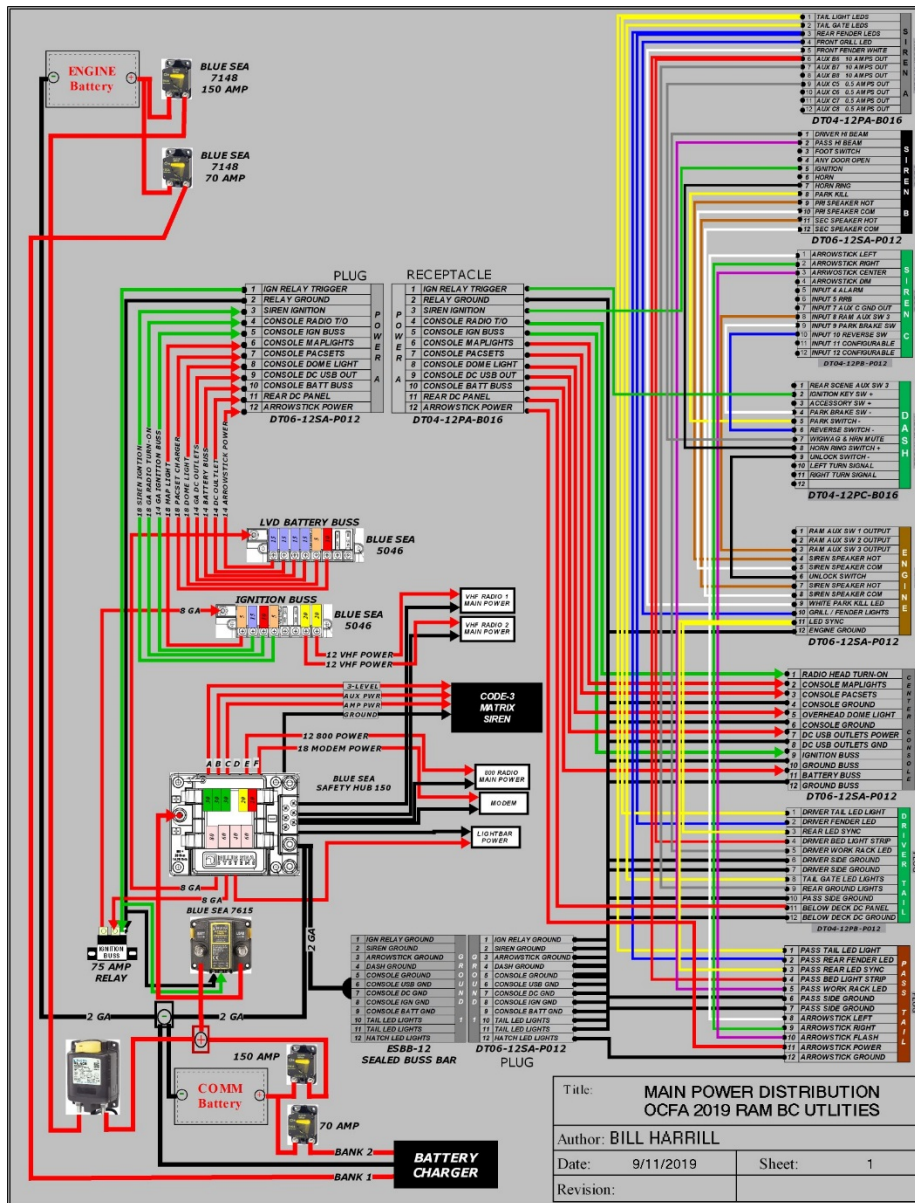
Vehicle Type	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	5-Year Total
Air Utility			1			1
BC Command Vehicle			3	3		6
Compressed Air Foam System Patrol Vehicle				3	3	6
Crew Cab-Swift Water Vehicle			3			3
Crew Carrying Vehicle	2					2
Dozer Transport Tractor	1					1
Type I Engine	12	6	6	6	5	35
Type III Engine					5	5
Foam Tender	1					1
Full Size 4-Door 4x4	1					1
Full Size 4-Door 4x4 Exec Mgmt	3		3	3		9
Haz Mat Vehicle	1		1			2
Haz Mat Support Vehicle	1					1
Heavy Rescue	1					1
Paramedic Squad				2	3	5
Pick-Up Utility ¾ Ton	2					2
Superintendent Vehicle	1	1				2
TDA 100' Quint	1	1				2
Mobile 911 ECC		1				1
Total	27	9	17	17	16	86

**SUPPORT VEHICLES**

Vehicle Type	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	5-Year Total
Mid-Size 4-Door	1					1
Mid-Size Pickup – ½ Ton	6	6	3	3	2	20
Passenger Van	2					2
Service Truck – Light					2	2
Step Van		2	2			4
Total	9	8	5	3	4	29

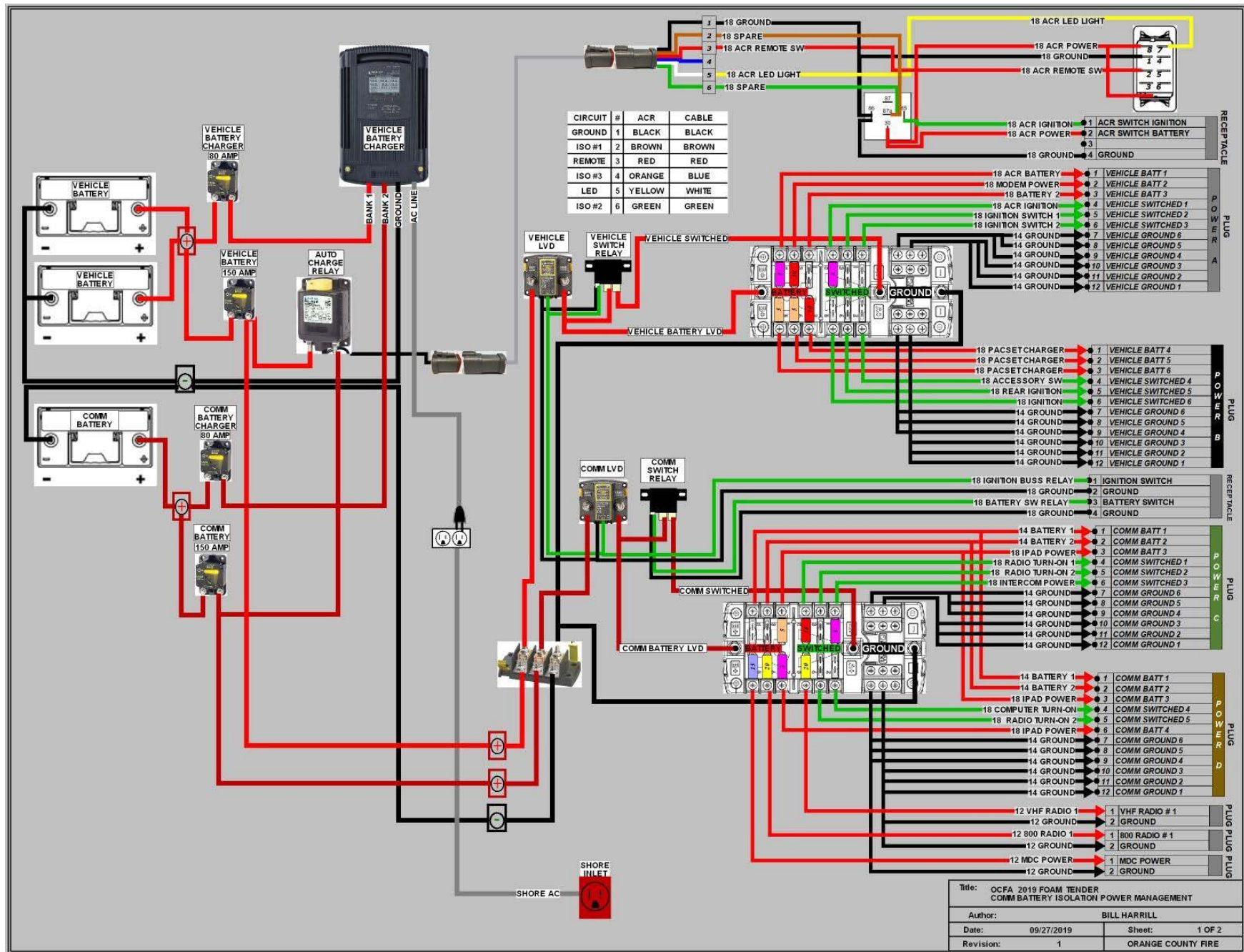
# EXHIBIT IV: SAMPLE POWER MANAGEMENT DIAGRAMS



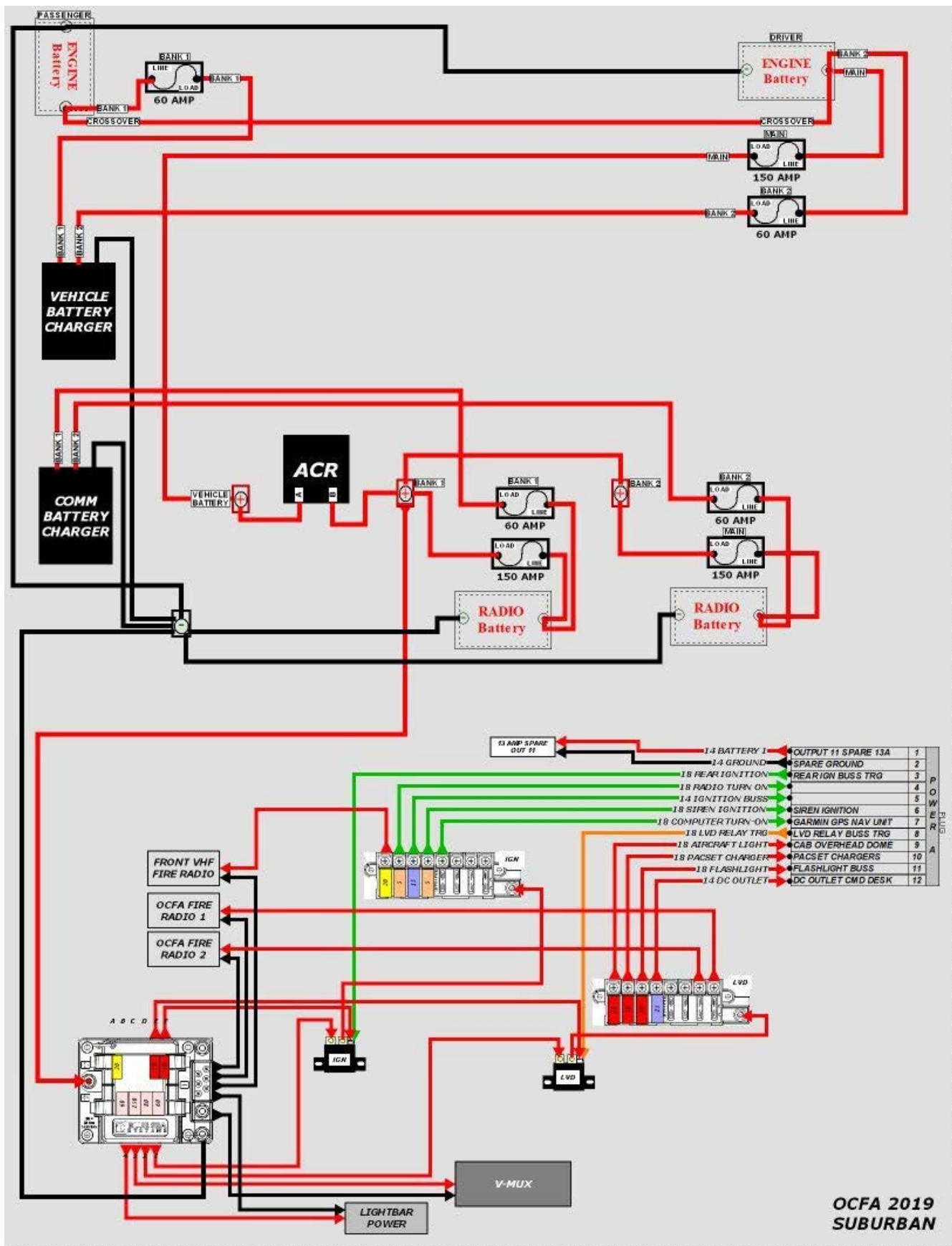












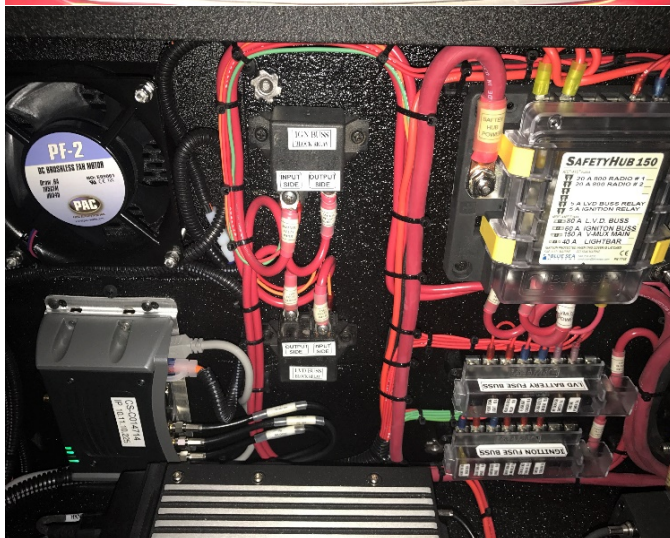
## EXHIBIT V: SAMPLE CLASS PHOTOS

### Install Class “A” – Emergency Response “Custom Built” Apparatus





**Install Class “B” – Emergency Response “Light Vehicles”**









### Install Class “C” – Administrative and Support Vehicles



### Install Class “D” – Specialty Vehicles





## 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:** Form A
2. **Statement of Qualifications:** Form B
3. **References:** Form C
4. **Project Approach/Scope of Work:** Form D
5. **Technical Specifications:** Form E
6. **Pricing Page:** Form F
7. **Party Participant and Agent Disclosure Forms:** Form G
8. **W-9:** Form H
9. **Offeror's information:** Form I
10. **Certification of Proposal:** Form J
11. **Sample Professional Services Agreement:** Form K

**FORM 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. **Understanding of Requested Services:** A brief summary of the Proposer's understanding of the objectives outlined in the scope of work with a commitment to provide the services in accordance with its proposal and the terms and conditions of any contract, which may be awarded pursuant to this RFP.
- c. A statement to the effect that the proposal shall remain valid for not less than one hundred and eighty (180) days from the date proposals are due.
- d. **Potential Conflicts:** Provide a brief statement as to whether Proposer and/or Proposer's partners, subcontractor(s), joint venture associates, or any other individual or entity of Proposer's team has any potential conflicts that may arise in the performance of the services requested in this RFP.
- e. **Agreement Exception:** A brief statement indicating whether Proposer does or does not take exception to the sample agreement included as Form J. If a proposer takes exception to the language in the agreement Proposer must create an additional attachment labeled "Exceptions to Agreement" and submit it with its proposal.

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.

## FORM B: STATEMENT OF QUALIFICATIONS

Offerors shall prepare a statement of qualifications that shows the ability, capacity, experience, and skill of the Offeror, their staff, and their employees to provide the equipment and perform the services required. The statement of qualifications should include, at a minimum, responses to the following. Use additional pages as necessary.

### 1. Firm Overview:

- a. Provide a brief profile of the individual or firm, including information regarding major services provided, facility locations, number of years in business, number of employees and number of clients you have currently.
- b. Describe the firm's qualifications and experience performing installation services of a similar nature for public agencies, municipalities, or other governmental agencies, demonstrating capability to provide the scope of services as requested in this RFP.

### 2. Team Organization and Structure:

- a. Provide an organization chart detailing the proposed project team who will be working on this project and their specific responsibilities with respect to the scope of work.
- b. Provide a brief resume for the technicians who will actually be performing the work listing their specific qualifications and experience with similar projects. Experience with other public agencies, municipalities, or other governmental agencies should also be included.
- c. Provide a list of proposed subcontractors, if any, their office locations, and work proposed to be performed. Identify subcontractors by name, address, contact person, email, telephone number, and project function. Describe Proposer's experience working with each subcontractor. Describe role of proposed subcontractor. Include information on major clients and projects they have worked on relative to the services requested of this RFP or similar projects.

3. **Relevant Installation Experience:** Use this section to indicate the areas of expertise of your firm and how that expertise will benefit OCFA. This section should identify a list of similar projects that the firm has recently completed for comparable agencies. Projects listed in this section of the statement of qualifications should address the firm's specific experience and explain how it is applicable to the types of work described in this solicitation.

**FORM C: REFERENCES**

Provide a list of the five most recently completed vehicles for which the Respondent has performed similar upfitting services for public entities, preferably located in Southern California. This list shall include:

1. Description of the installation service performed with photos of the project.
2. Reference contact information to include:
  - a. Organization name & address
  - b. Contact person,
  - c. Telephone number,
  - d. Email address,

OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company. 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.

**FORM D: PROJECT APPROACH/SCOPE OF WORK**

Offerors shall provide detailed responses to the following objectives that describes how the respondent intends to provide the requested services set forth in the Scope of Work. Use additional pages as necessary to provide detailed responses.

1. Using the Scope of Work as a guide, provide a narrative which illustrates in detail your proposed approach to be used to conduct the tasks of this project as outlined in the scope of work. Include information on how the OCFA account will be managed, supported, and staffed and the manner in which each project will be supervised; and the manner in which coordination with OCFA will be attained.
2. Provide the address of your installation facility. Include a narrative of the size of the facility and any characteristics that bring added value to this contract.
3. Explain how OCFA vehicles will be secured at your facility.
4. Provide an explanation of any training and/or safety measures that exist to ensure that OCFA vehicles are not damaged when being worked on or moved within the facility or when being picked up or dropped off at OCFA facilities.
5. Provide an overview of available parts and/or value added services available at or through your facility that bring value to this contract.
6. Explain your quality control process to ensure that vehicles are complete and fully functional upon delivery.
7. What processes do you have to ensure that installations are completed in a timely and efficient manner? Explain how you ensure vehicles are delivered by the date and time committed to.
8. Provide and demonstrate your understanding of the technical installation requirements.
9. Explain your change order process.
10. Provide and demonstrate your understanding of the technical installation requirements.
11. Detail your approach and timelines for ordering equipment and installation per vehicle if required.
12. Discuss your approach for repairs, service and warranty issues. How will they be accomplished?
13. Detail your services after the initial installation.
14. Discuss the length of time to complete a new install from the time you have possession of the vehicle to total completion.
15. Provide information on your current workload and how projects will be accomplished with staff.
16. Provide a sample of a work/task request form and/or process that your firm currently uses and indicate how it can be made to work with the proposed OCFA approach.
17. Provide any particular strengths or uniqueness of your firm.

**FORM E: PRICING PAGE**

**PROPOSAL COSTS** - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal.

The contractor shall submit a firm-fixed price quote to perform all the work required in accordance with the Statement of Work. The contractor's price shall be their fully burdened rate which includes all costs associated with the performance of any services, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, and facilities.

The OCFA reserves the right to award multiple contracts, therefore separate contracts may be awarded, if it is deemed to be in the best interest of the OCFA.

**FEES AND CHARGES – Payment shall be made in accordance with the provisions of this Contract.**

- A. **Hourly Labor Rate:** The prices stated below shall include the contractor's fully burdened rate including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, delivery, etc.

**Position** \_\_\_\_\_

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$\_\_\_\_\_ per hour

2. Overtime Hourly Rate: \$\_\_\_\_\_ per hour

**Position** \_\_\_\_\_

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$\_\_\_\_\_ per hour

2. Overtime Hourly Rate: \$\_\_\_\_\_ per hour

**Position** \_\_\_\_\_

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$\_\_\_\_\_ per hour

2. Overtime Hourly Rate: \$\_\_\_\_\_ per hour

- B. **Materials Costs:** Equipment purchased by the Contractor not specifically listed above shall be charged the Contractor's actual cost of the parts (including all applicable taxes) plus the percentage stated below:

1. Contractor Cost + \_\_\_\_\_%

Contractor must submit their cost invoices for parts along with billings to OCFA for payment processing. This requirement is MANDATORY. OCFA shall not process payments for parts without Contractor's cost invoices for parts. NOTE: OCFA reserves the right to supply any parts required to perform repairs.



## ESTIMATED INSTALLATION COSTS

	(A) Estimated Cost for Equipment, Parts, Materials, & Consumables	(B) Hourly Labor Rate	(C) Estimated # of Hours to Complete	Total Estimated Upfitting Cost = A + (B x C)	Estimated # of Delivery Days Per Vehicle
Class A – Type 1 Engine	\$	\$		\$	
Class A – Type 3 Engine	\$	\$		\$	
Class A – Truck TDA	\$	\$		\$	
Class B – BC Command Suburban	\$	\$		\$	
Class C – Mid Size 4x4 (Chevy Colorado)	\$	\$		\$	
Class C – Full Size 4x4 (Ram 2500)	\$	\$		\$	
Replacement of a VHF or 800 MHz Radio in a Class A Vehicle	\$	\$		\$	
Replacement of an MDC in a Class A Vehicle	\$	\$		\$	
Replacement of a VHF or 800 MHz Radio in a Class B Vehicle	\$	\$		\$	
Replacement of an MDC in a Class B Vehicle	\$	\$		\$	

**FEES AND CHARGES – Payment shall be made in accordance with the provisions of this Contract.**

**C. Round Trip Pickup/Delivery Cost:** from OCFA HQ:

Class "A" Emergency Response "Custom Built" Apparatus	\$_____	Per Round Trip Cost
Class "B" – Emergency Response "Light Vehicles"	\$_____	Per Round Trip Cost
Class "C" – Administrative and Support Vehicles	\$_____	Per Round Trip Cost
Class "D" – Specialty Vehicles	\$_____	Per Round Trip Cost

**D. Warranty Information:** Please provide the applicable warranty information and timeframes for the following:

**Parts:**

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**Labor:**

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**E. Proposed Fee Schedule for Additional Services:** Please provide pricing and information for additional services not included above. Include a list of other categories which are expected to be paid by OCFA and a basis for any additional compensation which would be requested by your firm. Include any applicable hourly rates and/or flat rates to provide these services:

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**GOVERNMENT / CO-OPERATIVE CONTRACT:** Is your pricing based on a Government or Co-operative contract? **YES**\_\_\_\_\_ **NO**\_\_\_\_\_

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

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

**ADDITIONAL INFORMATION –** Provide any additional information you would like OCFA to consider:

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**WRITTEN ESTIMATES**

Prior to any installations being performed, selected vendor shall prepare a detailed and itemized scope of work including a task list as they understand it to be. This scope of work shall provide an estimate of the cost and time frame per task for recommended installation. The estimate will include a complete list of parts to be supplied by both vendor and OCFA (including quantities and unit price per part), labor (hours and rate) and any miscellaneous charges (with explanation) and tax. Vendor will provide a written time frame before beginning any installations. Estimate must reference the vehicle unit four digit number and radio identifier if supplied. Vendor shall provide a revised estimate, in the same format as described above for any additional work found during the course of installation and not included in the original scope of work. The OCFA IT Communications Services designated representative must inspect (at the OCFA's option) and approve or reject the additional work prior to work being started. The vendor will not perform installations until estimates and revised estimates/scope of work have been authorized by the OCFA IT Communications Services designated representative via phone call or e-mail. OCFA will not be responsible for the costs associated with any unauthorized services.

**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](mailto:ap@ocfa.org) or mailed to:

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

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

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

## **FORM F: PARTY AND PARTICIPANT DISCLOSURE FORMS**

**Campaign Contributions Disclosure:** In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete the attached Party and Participant Disclosure Forms and submit as part of the proposal, **if applicable.**

Offeror is required to submit only one copy of the completed form(s) as part of its proposal. This/these form(s) should be included in the original RFP. The Offeror and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Offeror in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the OCFA Board of Directors takes action.

### **ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS**

**Joseph Muller, Chair**  
City of Dana Point

**David Harrington, Director**  
City of Aliso Viejo

**Rob Johnson, Director**  
City of Cypress

**Melissa Fox, Director**  
City of Irvine

**Don Sedgwick, Director**  
City of Laguna Hills

**Noel Hatch, Director**  
City of Laguna Woods

**Ed Sachs, Director**  
City of Mission Viejo

**Kathy Ward, Director**  
City of San Clemente

**Juan Villegas, Director**  
City of Santa Ana

**David John Shawver, Director**  
City of Stanton

**Vince Rossini**  
City of Villa Park

**Gene Hernandez, Director**  
City of Yorba Linda

**Donald P. Wagner, Director**  
County of Orange

**Shelley Hasselbrink, Director**  
City of Los Alamitos

**Elizabeth Swift, Director**  
City of Buena Park

**John R. O'Neill, Director**  
City of Garden Grove

**Michele Steggell, Director**  
City of La Palma

**Sandy Rains, Director**  
City of Laguna Niguel

**Neeki Moatazedi, Director**  
City of Lake Forest

**Carol Gamble, Director**  
City of Rancho Santa Margarita

**Sergio Farias, Director**  
City of San Juan Capistrano

**Thomas Moore, Director**  
City of Seal Beach

**Letitia Clark, Director**  
City of Tustin

**Tri Ta, Director**  
City of Westminster

**Lisa Bartlett, Director**  
County of Orange

## ORANGE COUNTY FIRE AUTHORITY – PARTY DISCLOSURE

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

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

### IMPORTANT NOTICE

#### Basic Provisions of Government Code Section 84308

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

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements<sup>1</sup> for use, including all entitlements for land use, all contracts<sup>2</sup> (other than competitively bid, labor or personal employment contracts), and all franchises.

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

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

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

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

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

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

### PARTY DISCLOSURE FORM

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

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

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

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

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

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

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

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

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

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

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

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



## ORANGE COUNTY FIRE AUTHORITY – PARTICIPANT (AGENT) DISCLOSURE

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

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

### **IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before the OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.  
No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.
- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for the OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the board members in complying with the law).

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

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

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

### **AND**

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

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

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

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

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

### 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**

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***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):** \_\_\_\_\_

**FORM 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

☐ 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) ▶ \_\_\_\_\_

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

**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](http://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.

**FORM 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:** \_\_\_\_\_

**FIRM PARENT OR OWNERSHIP:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**FIRM TELEPHONE #:** \_\_\_\_\_ **FIRM FAX #:** \_\_\_\_\_

**FIRM'S TAX I.D. NUMBER:** \_\_\_\_\_ **INCORPORATED:** YES ☐ NO ☐

**LEGAL FORM OF COMPANY:** (partnership, corporation, joint venture): \_\_\_\_\_

**LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS:** \_\_\_\_\_

**LENGTH OF TIME AT CURRENT LOCATION:** \_\_\_\_\_

**NUMBER OF EMPLOYEES:** \_\_\_\_\_ **NUMBER OF CURRENT CLIENTS:** \_\_\_\_\_

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

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

*Person responsible for the day-to-day servicing of the account.*

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

**FORM I: CERTIFICATION OF PROPOSAL**

In responding to RFP JA2284 – US&R Utility Truck Upfitting Services, the undersigned Offeror(s) agrees to provide services to OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this proposal, and the resulting Professional Services Agreement. **If there are any exceptions to or deviations from the terms of the Professional Services Agreement (Form K), they must be stated in an attachment included with the offer.** Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Form K.

- 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:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE OF PERSON AUTHORIZED TO SIGN:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FORM J: SAMPLE PROFESSIONAL SERVICES AGREEMENT**



**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to perform as-needed vehicle upfitting services as requested in RFP JA2397, hereinafter referred to as "Project"; and

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

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

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

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

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm's Proposal attached hereto as Exhibit "A." The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP JA2397, dated October 23, 2019 ("RFP"), (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the

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

### **1.2 Compliance with Law**

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

### **1.3 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 Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding one-hundred thousand dollars (\$100,000) annually must be approved in writing by the OCFA Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors.

## **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 the Pricing Sheet, attached hereto as Exhibit "B," in an amount not to exceed \$\_\_\_\_\_. These services will be billed for each project completed per the flat rate fees provided in Exhibit "B". There is no obligation on OCFA's part to assign any minimum number of projects to Firm, nor will Firm be the exclusive provider of these services to OCFA, so there is no minimum compensation guaranteed pursuant to this agreement.

### **3.2 Method of Payment**

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

### **3.3 Changes**

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

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

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

### **3.4 Appropriations**

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

## **4. PERFORMANCE SCHEDULE**

### **4.1 Time of Essence**

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

### **4.2 Schedule of Performance**

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

### **4.3 Force Majeure**

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

### **4.4 Term**

This agreement shall continue in full force and effect for three years unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to two (2) additional one-year terms upon mutual agreement between OCFA and the Firm.

## **5. COORDINATION OF WORK**

### **5.1 Representative of Firm**

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

\_\_\_\_\_.

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

### **5.2 Contract Officer**

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

### **5.3 Prohibition Against Subcontracting or Assignment**

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

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

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

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

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

#### **5.4 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.

## **5.5 Employee Retirement System Eligibility Indemnification**

**5.5.1** 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.

**5.5.2** 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 an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system 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 five million dollars (\$5,000,000.00) per

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

**6.2.3 Automobile Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

**6.2.4 Workers' Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

**6.3 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. 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: \_\_\_\_\_  
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:

[Name]  
Attention: \_\_\_\_\_  
[Address]

## **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.**

**ATTEST:**

By: \_\_\_\_\_

DAVID E. KENDIG  
GENERAL COUNSEL

By: \_\_\_\_\_

Sherry A.F. Wentz  
Clerk of the Board

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

**“FIRM”**

**[FIRM NAME]**

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

By: \_\_\_\_\_

**JA2397 – Communication Equipment Installation Services  
Summary of Evaluation Scores and Pricing**

	911 Vehicle			Johnson Equipment			WCLS		
<b>Proposal Cost</b>	<b>\$61,430.00</b>			<b>\$55,035.00</b>			<b>\$67,960.00</b>		
Evaluators	1	2	3	1	2	3	1	2	3
A. Qualifications & Experience (15)	15.00	15.00	15.00	12.00	12.00	12.00	10.50	10.50	10.50
B. Communication & Resources (10)	9.00	9.00	9.00	8.00	8.00	8.00	7.00	7.00	8.00
C. Project Approach/Scope of Work (40)	40.00	40.00	36.00	32.00	36.00	32.00	28.00	28.00	32.00
D. Value-Added Features (5)	5.00	5.00	4.50	4.00	4.00	4.50	3.00	3.50	3.50
E. Overall Responsiveness (5)	4.50	4.50	4.50	4.00	4.00	4.50	3.50	3.50	4.00
F. Proposed Costs (25)	22.40	22.40	22.40	25.00	25.00	25.00	20.25	20.25	20.25
Total Points with Cost	95.90	95.90	91.40	85.00	89.00	86.00	72.25	72.75	78.25
Proposal Rankings with Cost	1	1	1	2	2	2	3	3	3
Sum of Evaluator Proposal Rankings	3			6			9		
<b>Overall Rank</b>	<b>1</b>			<b>2</b>			<b>3</b>		

		911 Vehicle					Johnson Equipment				
ESTIMATED INSTALLATION COSTS		(A) Est. Cost for Equip., Parts, Materials & Consumables	(B) Hourly Labor Rate	(C) Estimated # of Hours to Complete	Total Estimated Upfitting Cost = A + (B x C)	Estimated # of Delivery Days per Vehicle	(A) Est. Cost for Equip., Parts, Materials & Consumables	(B) Hourly Labor Rate	(C) Estimated # of Hours to Complete	Total Estimated Upfitting Cost = A + (B x C)	Estimated # of Delivery Days per Vehicle
1	Class A – Type 1 Engine	\$ 450.00	\$ 85.00	105	\$ 9,375.00	10-14 days	\$ 750.00	\$ 85.00	85	\$ 7,975.00	15 days
2	Class A – Type 3 Engine	\$ 450.00	\$ 85.00	100	\$ 8,950.00	10-14 days	\$ 750.00	\$ 85.00	85	\$ 7,975.00	15 days
3	Class A – Truck TDA	\$ 450.00	\$ 85.00	115	\$ 10,225.00	10-14 days	\$ 750.00	\$ 85.00	100	\$ 9,250.00	15 days
4	Class B – BC Command Suburban	\$ 550.00	\$ 85.00	200	\$ 17,550.00	4-6 weeks	\$ 1,000.00	\$ 85.00	130	\$ 12,050.00	30 days
5	Class C – Mid Size 4x4 (Chevy Colorado)	\$ 300.00	\$ 85.00	55	\$ 4,975.00	5-7 days	\$ 500.00	\$ 85.00	65	\$ 6,025.00	10 days
6	Class C – Full Size 4x4 (Ram 2500)	\$ 450.00	\$ 85.00	75	\$ 6,825.00	7-10 days	\$ 650.00	\$ 85.00	80	\$ 7,450.00	15 days
7	Replacement of a VHF or 800 MHz Radio in a Class A Vehicle	\$ 75.00	\$ 85.00	10	\$ 925.00	1 day	\$ 65.00	\$ 85.00	10	\$ 915.00	2 days
8	Replacement of an MDC in a Class A Vehicle	\$ 75.00	\$ 85.00	11	\$ 1,010.00	1 day	\$ 50.00	\$ 85.00	14	\$ 1,240.00	2 days
9	Replacement of a VHF or 800 MHz Radio in a Class B Vehicle	\$ 75.00	\$ 85.00	8	\$ 755.00	1 day	\$ 65.00	\$ 85.00	10	\$ 915.00	2 days
10	Replacement of an MDC in a Class B Vehicle	\$ 75.00	\$ 85.00	9	\$ 840.00	1 day	\$ 50.00	\$ 85.00	14	\$ 1,240.00	2 days
Total Estimated Installation Costs		\$61,430.00					\$55,035.00				
OTHER FEES AND CHARGES		911 Vehicle					Johnson Equipment				
11	Round Trip Pickup/Delivery Cost - Class "A" Emergency Response Apparatus	\$100.00					\$500.00				
12	Round Trip Pickup/Delivery Cost - Class "B" Emergency Response "Light Vehicles"	\$50.00					\$300.00				
13	Round Trip Pickup/Delivery Cost - Class "C" Administrative and Support Vehicles	\$50.00					\$300.00				
14	Round Trip Pickup/Delivery Cost - Class "D" Specialty Vehicles	\$50.00					\$500.00				
15	Regular Hourly Rate (7:00 am to 5:00pm)	Shop Rate: \$85/hr (Regular Hourly Rate)					Installer: \$85/hr (Regular Hourly Rate)				
16	Overtime Hourly Rate	Shop Rate: \$127.50/hr (Overtime Hourly Rate)					Installer: \$127.50/hr (Overtime Hourly Rate)				
17	Regular Hourly Rate (7:00 am to 5:00pm)	Mobile Service: \$125.00/hr (Regular Hourly Rate)					Light Vehicle Driver: \$75/hr (Regular Hourly Rate)				
18	Overtime Hourly Rate	Mobile Service: \$187.50/hr (Overtime Hourly Rate)					Light Vehicle Driver: \$112.50/hr (Overtime Hourly Rate)				
19	Regular Hourly Rate (7:00 am to 5:00pm)	Engineering: \$150.00/hr (Regular Hourly Rate)									
20	Overtime Hourly Rate	Engineering: \$225.00/hr Overtime Hourly Rate)									
21	Materials Cost = Contractor Cost +	15%					20%				
22	Parts Warranty	1 Year or per MFR stated warranty					1-5 Years				
23	Labor Warranty	5 years for workmanship, does not include product failures, negligence or modificaitons made after delivery					1 Year				

		West Coast Lights and Sirens				
ESTIMATED INSTALLATION COSTS		(A) Est. Cost for Equip., Parts, Materials & Consumables	(B) Hourly Labor Rate	(C) Estimated # of Hours to Complete	Total Estimated Upfitting Cost = A + (B x C)	Estimated # of Delivery Days per Vehicle
1	Class A – Type 1 Engine	\$ 300.00	\$ 80.00	115	\$ 9,500.00	17 days
2	Class A – Type 3 Engine	\$ 300.00	\$ 80.00	110	\$ 9,100.00	17 days
3	Class A – Truck TDA	\$ 300.00	\$ 80.00	110	\$ 9,100.00	17 days
4	Class B – BC Command Suburban	\$ 500.00	\$ 80.00	225	\$ 18,500.00	30 days
5	Class C – Mid Size 4x4 (Chevy Colorado)	\$ 400.00	\$ 80.00	95	\$ 8,000.00	15 days
6	Class C – Full Size 4x4 (Ram 2500)	\$ 400.00	\$ 80.00	115	\$ 9,600.00	17 days
7	Replacement of a VHF or 800 MHz Radio in a Class A Vehicle	\$ 40.00	\$ 80.00	15	\$ 1,240.00	2 days
8	Replacement of an MDC in a Class A Vehicle	\$ 40.00	\$ 80.00	15	\$ 1,240.00	2 days
9	Replacement of a VHF or 800 MHz Radio in a Class B Vehicle	\$ 40.00	\$ 80.00	10	\$ 840.00	2 days
10	Replacement of an MDC in a Class B Vehicle	\$ 40.00	\$ 80.00	10	\$ 840.00	2 days
Total Estimated Installation Costs		\$67,960.00				
OTHER FEES AND CHARGES		West Coast Lights and Sirens				
11	Round Trip Pickup/Delivery Cost - Class "A" Emergency Response Apparatus	\$225.00				
12	Round Trip Pickup/Delivery Cost - Class "B" Emergency Response "Light Vehicles"	\$225.00				
13	Round Trip Pickup/Delivery Cost - Class "C" Administrative and Support Vehicles	\$225.00				
14	Round Trip Pickup/Delivery Cost - Class "D" Specialty Vehicles	\$225.00				
15	Regular Hourly Rate (7:00 am to 5:00pm)	Technician: \$80/hr (Regular Hourly Rate)				
16	Overtime Hourly Rate	Technician: \$100/hr (Overtime Hourly Rate)				
17	Regular Hourly Rate (7:00 am to 5:00pm)					
18	Overtime Hourly Rate					
19	Regular Hourly Rate (7:00 am to 5:00pm)					
20	Overtime Hourly Rate					
21	Materials Cost = Contractor Cost +	20%				
22	Parts Warranty	Manufacturer Warranty				
23	Labor Warranty	1 Year				

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this \_\_\_\_ day of February, 2020, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and 911 Vehicle, a corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide as-needed vehicle communication equipment installation services as requested in RFP JA2397, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA: (1) a proposal dated December 4, 2019, 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 the Scope of Services, attached hereto as Exhibit "A," which includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP JA2397, dated October 23, 2019 ("RFP"), (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction

of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, 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 Scope of Services 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 Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding 10% must be approved in writing by the OCFA Purchasing Manager. Any additional compensation exceeding this amount must be approved in writing by the Executive Committee of the OCFA Board of Directors.

## **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 the Pricing Sheet, attached hereto as Exhibit "B," in an amount not to exceed \$250,000 (Two Hundred Fifty Thousand Dollars) annually. These services will be billed only for actual hours worked with monthly invoices per the hourly rates provided in Exhibit "A". There is no obligation on OCFA's part to assign any minimum number of projects to Firm, nor will Firm be the exclusive provider of these services to OCFA, so there is no minimum compensation guaranteed pursuant to this agreement.

### **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 the Scope of Services, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

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

### **4.4 Term**

This agreement shall continue in full force and effect for three years unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to two (2) additional one-year terms upon mutual agreement between OCFA and the Firm.

## **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: **Dan Walters, 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 **David Johnson, Assistant IT Manager, Information Technology**, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

### **5.3 Prohibition Against Subcontracting or Assignment**

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

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

#### **5.3.2.1 Withholding Payment for Non-Authorized**

**Subcontractors.** OCFA shall have the right to withhold payment from Firm for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

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

#### **5.4 Independent Contractor**

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

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

**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under

this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.5 Employee Retirement System Eligibility Indemnification**

**5.5.1** 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.

**5.5.2** 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 an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system 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. 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  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626



To Firm:

911 Vehicle  
Dan Walters  
5604 E. La Palma Ave  
Anaheim, CA 92807

#### **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"**

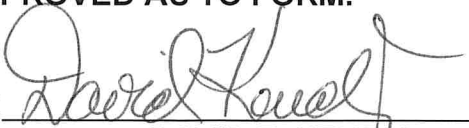
**ORANGE COUNTY FIRE AUTHORITY**

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

By: \_\_\_\_\_

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

**APPROVED AS TO FORM.**

By:   
\_\_\_\_\_  
DAVID E. KENDIG  
GENERAL COUNSEL

Date: 2/19/2020

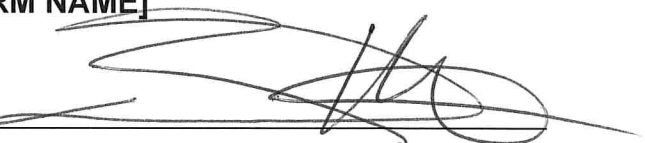
**ATTEST:**

\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Board

**"FIRM"**

**[FIRM NAME]**

Date: 2/11/2020

By:   
\_\_\_\_\_  
Dan Walters  
President

Date: 2/11/2020

By:   
\_\_\_\_\_  
Mark Attaway  
Chief Executive Officer

## **EXHIBIT A**

- (1) 911 VEHICLE, PROPOSAL DATED DECEMBER 4, 2019**
  
- (2) OCFA RFP JA2397 DATED OCTOBER 23, 2019**  
**(On file in the Office of the Clerk)**

**Bid Results****Bidder Details**

<b>Vendor Name</b>	911Vehicle
<b>Address</b>	5604 E. La Palma Ave Anaheim, CA 92807 United States
<b>Respondee</b>	Dan Walters
<b>Respondee Title</b>	President
<b>Phone</b>	714-808-0911 Ext. 204
<b>Email</b>	dan@911vehicle.com
<b>Vendor Type</b>	OCB,SBE

**Bid Detail**

<b>Bid Format</b>	Electronic
<b>Submitted</b>	December 4, 2019 9:45:47 AM (Pacific)
<b>Delivery Method</b>	
<b>Bid Responsive</b>	
<b>Bid Status</b>	Submitted
<b>Confirmation #</b>	196985
<b>Ranking</b>	0
<b>Amount</b>	\$0.00

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

File Title	File Name	File Type
Form E	Form E.pdf	Cost File
Form A	Form A.doc	RFP Required Response Forms
Form B	Form B.doc	General Attachment
Form C	Customer Reference List.doc	General Attachment
Form D	Form D.doc	General Attachment
Forms G-K plus Addendums	Forms G-K plus Addendums .pdf	General Attachment

## 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:** Form A
2. **Statement of Qualifications:** Form B
3. **References:** Form C
4. **Project Approach/Scope of Work:** Form D
5. **Pricing Page:** Form E
6. **Party Participant and Agent Disclosure Forms:** Form F
7. **W-9:** Form G
8. **Offeror's information:** Form H
9. **Certification of Proposal:** Form I
10. **Sample Professional Services Agreement:** Form J

**FORM 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. **Understanding of Requested Services:** A brief summary of the Proposer's understanding of the objectives outlined in the scope of work with a commitment to provide the services in accordance with its proposal and the terms and conditions of any contract, which may be awarded pursuant to this RFP.
- c. A statement to the effect that the proposal shall remain valid for not less than one hundred and eighty (180) days from the date proposals are due.
- d. **Potential Conflicts:** Provide a brief statement as to whether Proposer and/or Proposer's partners, subcontractor(s), joint venture associates, or any other individual or entity of Proposer's team has any potential conflicts that may arise in the performance of the services requested in this RFP.
- e. **Agreement Exception:** A brief statement indicating whether Proposer does or does not take exception to the sample agreement included as Form J. If a proposer takes exception to the language in the agreement Proposer must create an additional attachment labeled "Exceptions to Agreement" and submit it with its proposal.

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.



5604 E. La Palma Ave  
Anaheim, CA 92807  
714-808-0911 Fax: 714-808-0916  
[www.911vehicle.com](http://www.911vehicle.com)

12/3/19

Orange County Fire Authority  
Purchasing Department  
Attn: James Aguila  
Re: RFP JA2397

We appreciate the opportunity to submit an offer for the Communication Equipment Installation Services Contract. 911Vehicle has been a dedicated contractor for OCFA since our inception in 1999, completing the requested installation services in this spec from 1999 through our current install contract ending in January of 2020. Our years of service have helped to develop the installation standards contained within the specification and minimum installation guidelines.

As per the specification requirements the pricing and terms of the proposal will be valid for 180 days from the due date of the contract 12/4/19.

We do not take exception to sample agreement (Form J)

Main Contacts for the contract will be;  
Dan Walters (P:714-808-0911 x.204)(C:714-926-7618)  
[dan@911vehicle.com](mailto:dan@911vehicle.com)  
or  
Danny Jents (P:714-808-0911 x.202)(C:714-396-1705)  
[djents@911vehicle.com](mailto:djents@911vehicle.com)

Respectfully,  
Dan Walters / President



## FORM B: STATEMENT OF QUALIFICATIONS

Offerors shall prepare a statement of qualifications that shows the ability, capacity, experience, and skill of the Offeror, their staff, and their employees to provide the equipment and perform the services required. The statement of qualifications should include, at a minimum, responses to the following. Use additional pages as necessary.

### 1. Firm Overview:

- a. Provide a brief profile of the individual or firm, including information regarding major services provided, facility locations, number of years in business, number of employees and number of clients you have currently.
- b. Describe the firm's qualifications and experience performing installation services of a similar nature for public agencies, municipalities, or other governmental agencies, demonstrating capability to provide the scope of services as requested in this RFP.

### 2. Team Organization and Structure:

- a. Provide an organization chart detailing the proposed project team who will be working on this project and their specific responsibilities with respect to the scope of work.
- b. Provide a brief resume for the technicians who will actually be performing the work listing their specific qualifications and experience with similar projects. Experience with other public agencies, municipalities, or other governmental agencies should also be included.
- c. Provide a list of proposed subcontractors, if any, their office locations, and work proposed to be performed. Identify subcontractors by name, address, contact person, email, telephone number, and project function. Describe Proposer's experience working with each subcontractor. Describe role of proposed subcontractor. Include information on major clients and projects they have worked on relative to the services requested of this RFP or similar projects.

3. **Relevant Installation Experience:** Use this section to indicate the areas of expertise of your firm and how that expertise will benefit OCFA. This section should identify a list of similar projects that the firm has recently completed for comparable agencies. Projects listed in this section of the statement of qualifications should address the firm's specific experience and explain how it is applicable to the types of work described in this solicitation.



OCFA RFP JA2397 Communications Equipment Install Services  
Statement of Qualifications (Form B)

911Vehicle was established in 1999 to provide a turn-key emergency command vehicle solution for Federal and Local Government agencies. For over 20 years 911Vehicle has been working to develop and improve the communications, power distribution, and emergency lighting solutions. 911Vehicle has worked side by side to develop and improve the installation standards and guidelines that OCFA uses to this date. The standards and diagrams included in this specification are designed and developed by 911Vehicle, through our 20-year working relationship.

911Vehicle delivers command vehicles across throughout the Western United States as far north as Washington, to Colorado, Nevada, Arizona, New Mexico, and Utah. We are aware of the emergency nature of the vehicles and take great care to ensure the vehicles are delivered in a safe, reliable, operational manner. We also take great care and pride to ensure that the placement and mounting of products are in safe positions that will not endanger occupants or inhibit the drivers view of the road while driving.

Our loyal staff of skilled technicians, installers, engineering, sales associates and managers are dedicated to upholding the standards and quality that is specified within this specification but also the industry reputation that 911Vehicle has built that last 20 years.

911Vehicle has the following current projects/contracts;

- Los Angeles Fire Department Command Trucks (First order qty 22 units)
- Unified Fire Authority (4 Command Trucks)
- Long Beach Fire (8 Type I Fire Apparatus Communications Install, MDC, Accessory Items, Bracket Fabrication) (Command Trucks, Utility Vehicles, Medic Squads)
- San Diego City Fire (8 – Command Trucks in first order of 5-year contract)
- Pasadena Fire Type I Communications Installation including MDC, accessory items, and cabinet fabrication.
- Santa Maria Fire Command Truck

**FORM C: REFERENCES**

Provide a list of the five most recently completed vehicles for which the Respondent has performed similar upfitting services for public entities, preferably located in Southern California. This list shall include:

1. Description of the installation service performed with photos of the project.
2. Reference contact information to include:
  - a. Organization name & address
  - b. Contact person,
  - c. Telephone number,
  - d. Email address,

OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company. 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.



5604 E. La Palma Ave  
Anaheim, CA 92807  
714-808-0911 Fax: 714-808-0916  
[www.911vehicle.com](http://www.911vehicle.com)

### Customer References

1. Asst Chief Wade White – Los Angeles City Fire  
P: 213-703-4504  
140 N. Avenue 19, Los Angeles, CA 90031  
[wade.white@lacity.org](mailto:wade.white@lacity.org)  
Command Trucks / Communications Installs / Service
2. Scott Hart – Long Beach Fire  
P: 562-570-3355  
2249 Argonne Ave, Long Beach, CA 90815  
[Scott.hart@longbeach.gov](mailto:Scott.hart@longbeach.gov)  
Command Vehicles / Communications Installs / Service
3. Mike Malloy – Anaheim Fire  
P: 714-900-0769  
[mmolloy@anaheim.net](mailto:mmolloy@anaheim.net)  
Command Trucks / Communications Installs / Service
4. Chief Chris Nigg – Fullerton Fire  
P: 714-461-1551  
[cnigg@fullertonfire.org](mailto:cnigg@fullertonfire.org)  
Command Vehicles / Communications Installs / Service
5. Tom Christopher – Laguna Beach Fire  
P: 949-497-0791  
[tchristopher@lagunabeachcity.net](mailto:tchristopher@lagunabeachcity.net)  
Command Truck / Communications Installs / Service
6. Chief Scott McBride – Unified Fire Authority  
P: 801-520-3296  
[smcbride@unifiedfire.org](mailto:smcbride@unifiedfire.org)  
4 - Command Trucks

**FORM D: PROJECT APPROACH/SCOPE OF WORK**

Offerors shall provide detailed responses to the following objectives that describes how the respondent intends to provide the requested services set forth in the Scope of Work. Use additional pages as necessary to provide detailed responses.

1. Using the Scope of Work as a guide, provide a narrative which illustrates in detail your proposed approach to be used to conduct the tasks of this project as outlined in the scope of work. Include information on how the OCFA account will be managed, supported, and staffed and the manner in which each project will be supervised; and the manner in which coordination with OCFA will be attained.
2. Provide the address of your installation facility. Include a narrative of the size of the facility and any characteristics that bring added value to this contract.
3. Explain how OCFA vehicles will be secured at your facility.
4. Provide an explanation of any training and/or safety measures that exist to ensure that OCFA vehicles are not damaged when being worked on or moved within the facility or when being picked up or dropped off at OCFA facilities.
5. Provide an overview of available parts and/or value added services available at or through your facility that bring value to this contract.
6. Explain your quality control process to ensure that vehicles are complete and fully functional upon delivery.
7. What processes do you have to ensure that installations are completed in a timely and efficient manner? Explain how you ensure vehicles are delivered by the date and time committed to.
8. Provide and demonstrate your understanding of the technical installation requirements.
9. Explain your change order process.
10. Provide and demonstrate your understanding of the technical installation requirements.
11. Detail your approach and timelines for ordering equipment and installation per vehicle if required.
12. Discuss your approach for repairs, service and warranty issues. How will they be accomplished?
13. Detail your services after the initial installation.
14. Discuss the length of time to complete a new install from the time you have possession of the vehicle to total completion.
15. Provide information on your current workload and how projects will be accomplished with staff.
16. Provide a sample of a work/task request form and/or process that your firm currently uses and indicate how it can be made to work with the proposed OCFA approach.
17. Provide any particular strengths or uniqueness of your firm.



OCFA RFP JA2397 Communications Equipment Install Services  
Project Approach/Scope of Work (Form D)

1. 911Vehicle is extremely familiar with every aspect of OCFA's scope of work to be performed and installation standards. 911Vehicle has been performing the majority of these installations since 1999 through the present time.
2. We are located at 5602 & 5604 E. La Palma Ave, Anaheim, CA 92807. Our mailing and billing address is 5604 E. La Palma Ave. Between the two units we have a combined 6000sqft of shop space with an additional 4000sqft of secured fenced yard space.
3. Vehicles that are in production are stored inside our facility, vehicles that are either in staging or not in production may be stored in our secured fenced yard with video surveillance and lighting.
4. 911Vehicle uses extreme care to ensure that vehicles are not damaged while in our possession. We mask off any area of the vehicle that could possibly be damaged while in production. We practice the same procedures for moving vehicles as OCFA with a person assisting in backing up vehicles and also doing a 360 walk around the truck prior to moving the vehicle.
5. We keep a significant inventory of commonly used power distribution parts (Blue Sea, Gryphon, Powerwerx) on hand as well as common emergency lighting parts. Our 911Vehicle specific parts are also keep in stock in Anaheim.
6. Prior to vehicles entering production basic vehicle factory functions are tested before install. After completion our QC team will test all functions of the lighting, siren, and communications systems. We also check all main wiring and breaker connections for proper tightness/torque.
7. All vehicles are quoted with specific times per task, we utilize an intelligent time clock system that is app based so we are able to track time per task, by employee, per vehicle.
8. As previously stated 911Vehicle has been doing the majority of the installations for OCFA since 1999, and helped to create the installation standards for OCFA.
9. Change orders are quoted in advance of the work being performed unless it is a time and materials basis for the change order. Pre quoted change orders would need to be approved before completion of work.
10. Same as number 8.
11. Once a quote or scope of work is generated parts will be ordered when the estimate is approved. Once the majority of the items are in stock the vehicle will be placed in production. We find that it is very inefficient to start and stop vehicles waiting for parts.

12.           Warranty repairs are handled asap based on scheduling and coordination with our customer. Warranty repairs are handled at our facility unless mobile service is requested and approved. We do ask that a warranty request is submitted in writing via email identifying the issue along with vehicle ID and contact person.
13.           911Vehicle is available for mobile service, preventative maintenance, and we do stock a vast array of industry related products.
14.           The length of time for completion varies based on the scope of work, an estimated number of build hours is generated when the quote/estimate is created. Based on these hours and parts lead times we can give an estimated build time. Change orders and re-designs during the projects can and will cause delays and changes to timelines.
15.           We have a detailed pipeline for production but many vehicles on the pipeline are still due in from the manufacturers (Ford, RAM, Chevrolet, Etc) so the schedule does become somewhat fluid in that respect. We are appropriately staffed at this time and do have the capacity for additional work at this time.
16.           Attached
17.           911Vehicle's largest strength is our extensive history of 20 + years of dedicated service to OCFA. We have a superior understanding of your installation expectation and builds based on this experience.



**FORM E: PRICING PAGE**

**PROPOSAL COSTS** - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal.

The contractor shall submit a firm-fixed price quote to perform all the work required in accordance with the Statement of Work. The contractor's price shall be their fully burdened rate which includes all costs associated with the performance of any services, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, and facilities.

The OCFA reserves the right to award multiple contracts, therefore separate contracts may be awarded, if it is deemed to be in the best interest of the OCFA.

**FEES AND CHARGES – Payment shall be made in accordance with the provisions of this Contract.**

- A. **Hourly Labor Rate:** The prices stated below shall include the contractor's fully burdened rate including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, delivery, etc.

Position

Shop Rate

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.):

\$ 85.00 per hour

2. Overtime Hourly Rate:

\$ 127.50 per hour

Position

Mobile Service

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.):

\$ 125.00 per hour

2. Overtime Hourly Rate:

\$ 187.50 per hour

Position

Engineering

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.):

\$ 150.00 per hour

2. Overtime Hourly Rate:

\$ 225.00 per hour

- B. **Materials Costs:** Equipment purchased by the Contractor not specifically listed above shall be charged the Contractor's actual cost of the parts (including all applicable taxes) plus the percentage stated below:

1. Contractor Cost + 15 %

Contractor must submit their cost invoices for parts along with billings to OCFA for payment processing. This requirement is MANDATORY. OCFA shall not process payments for parts without Contractor's cost invoices for parts. NOTE: OCFA reserves the right to supply any parts required to perform repairs.

# ESTIMATED INSTALLATION COSTS

	(A) Estimated Cost for Equipment, Parts, Materials, & Consumables	(B) Hourly Labor Rate	(C) Estimated # of Hours to Complete	Total Estimated Upfitting Cost = A + (B x C)	Estimated # of Delivery Days Per Vehicle
Class A – Type 1 Engine	\$ 450. <sup>00</sup>	\$ 85. <sup>00</sup>	105	\$ 9,375. <sup>00</sup>	10-14 days
Class A – Type 3 Engine	\$ 450. <sup>00</sup>	\$ 85. <sup>00</sup>	100	\$ 9,000. <sup>00</sup>	10-14 days
Class A – Truck TDA	\$ 450. <sup>00</sup>	\$ 85. <sup>00</sup>	115	\$ 10,225. <sup>00</sup>	10-14 days
Class B – BC Command Suburban	\$ 550. <sup>00</sup>	\$ 85. <sup>00</sup>	200	\$ 17,550. <sup>00</sup>	4-6 weeks based on parts
Class C – Mid Size 4x4 (Chevy Colorado)	\$ 300. <sup>00</sup>	\$ 85. <sup>00</sup>	55	\$ 4,975. <sup>00</sup>	5-7 days based on parts
Class C – Full Size 4x4 (Ram 2500)	\$ 450. <sup>00</sup>	\$ 85. <sup>00</sup>	75	\$ 6,375. <sup>00</sup>	7-10 days based on parts
Replacement of a VHF or 800 MHz Radio in a Class A Vehicle	\$ 75. <sup>00</sup>	\$ 85. <sup>00</sup>	10	\$ 925. <sup>00</sup>	1 day
Replacement of an MDC in a Class A Vehicle	\$ 75. <sup>00</sup>	\$ 85. <sup>00</sup>	11	\$ 1,010. <sup>00</sup>	1 day
Replacement of a VHF or 800 MHz Radio in a Class B Vehicle	\$ 75. <sup>00</sup>	\$ 85. <sup>00</sup>	8	\$ 755. <sup>00</sup>	1 day
Replacement of an MDC in a Class B Vehicle	\$ 75. <sup>00</sup>	\$ 85. <sup>00</sup>	9	\$ 840. <sup>00</sup>	1 day



**FEES AND CHARGES – Payment shall be made in accordance with the provisions of this Contract.**

**C. Round Trip Pickup/Delivery Cost:** from OCFA HQ:

Class "A" Emergency Response "Custom Built" Apparatus \$ 100- Per Round Trip Cost  
Class "B" – Emergency Response "Light Vehicles" \$ 50 Per Round Trip Cost  
Class "C" – Administrative and Support Vehicles \$ 50 Per Round Trip Cost  
Class "D" – Specialty Vehicles \$ 50 Per Round Trip Cost

**D. Warranty Information:** Please provide the applicable warranty information and timeframes for the following:

Parts: 1 year or per manufacturers warranty stated

Labor: 5 years, for workmanship, does not include product failures. Neglect or modifications made after delivery.

**E. Proposed Fee Schedule for Additional Services:** Please provide pricing and information for additional services not included above. Include a list of other categories which are expected to be paid by OCFA and a basis for any additional compensation which would be requested by your firm. Include any applicable hourly rates and/or flat rates to provide these services:

Additional services will be quoted as needed based on price form included within.

**GOVERNMENT / CO-OPERATIVE CONTRACT:** Is your pricing based on a Government or Co-operative contract? YES \_\_\_\_\_ NO X

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

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

**ADDITIONAL INFORMATION –** Provide any additional information you would like OCFA to consider:

**WRITTEN ESTIMATES**

Prior to any installations being performed, selected vendor shall prepare a detailed and itemized scope of work including a task list as they understand it to be. This scope of work shall provide an estimate of the cost and time frame per task for recommended installation. The estimate will include a complete list of parts to be supplied by both vendor and OCFA (including quantities and unit price per part), labor (hours and rate) and any miscellaneous charges (with explanation) and tax. Vendor will provide a written time frame before beginning any installations. Estimate must reference the vehicle unit four digit number and radio identifier if supplied. Vendor shall provide a revised estimate, in the same format as described above for any additional work found during the course of installation and not included in the original scope of work. The OCFA IT Communications Services designated representative must inspect (at the OCFA's option) and approve or reject the additional work prior to work being started. The vendor will not perform installations until estimates and revised estimates/scope of work have been authorized by the OCFA IT Communications Services designated representative via phone call or e-mail. OCFA will not be responsible for the costs associated with any unauthorized services.

**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](mailto:ap@ocfa.org) or mailed to:

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

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

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

## **FORM F: PARTY AND PARTICIPANT DISCLOSURE FORMS**

**Campaign Contributions Disclosure:** In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete the attached Party and Participant Disclosure Forms and submit as part of the proposal, **if applicable**.

Offeror is required to submit only one copy of the completed form(s) as part of its proposal. This/these form(s) should be included in the original RFP. The Offeror and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Offeror in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the OCFA Board of Directors takes action.

### **ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS**

**Joseph Muller, Chair**  
City of Dana Point

**David Harrington, Director**  
City of Aliso Viejo

**Rob Johnson, Director**  
City of Cypress

**Melissa Fox, Director**  
City of Irvine

**Don Sedgwick, Director**  
City of Laguna Hills

**Noel Hatch, Director**  
City of Laguna Woods

**Ed Sachs, Director**  
City of Mission Viejo

**Kathy Ward, Director**  
City of San Clemente

**Juan Villegas, Director**  
City of Santa Ana

**David John Shawver, Director**  
City of Stanton

**Vince Rossini**  
City of Villa Park

**Gene Hernandez, Director**  
City of Yorba Linda

**Donald P. Wagner, Director**  
County of Orange

**Shelley Hasselbrink, Director**  
City of Los Alamitos

**Elizabeth Swift, Director**  
City of Buena Park

**John R. O'Neill, Director**  
City of Garden Grove

**Michele Steggell, Director**  
City of La Palma

**Sandy Rains, Director**  
City of Laguna Niguel

**Neeki Moatazedi, Director**  
City of Lake Forest

**Carol Gamble, Director**  
City of Rancho Santa Margarita

**Sergio Farias, Director**  
City of San Juan Capistrano

**Thomas Moore, Director**  
City of Seal Beach

**Letitia Clark, Director**  
City of Tustin

**Tri Ta, Director**  
City of Westminster

**Lisa Bartlett, Director**  
County of Orange



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.

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

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

#### PARTY DISCLOSURE FORM

Party's Name: 911Vehicle

Party's Address: 5604 E. La Palma Ave.

Anaheim, CA 92807

Party's Telephone: 714-808-0911

Solicitation Title and Number: RFP JA2397

Based on the party disclosure information provided, are you or your firm subject to party disclosures?

No ☒ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: 12/3/19

[Signature]  
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: 911 Vehicle

Party's Name: Dan Walters

Party's Address: 5604 E. La Palma Ave

Anaheim, CA 92807

Party's Telephone: 714-808-094

Solicitation Title and Number: RFP JA2397

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: 12/3/19

[Signature]  
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): \_\_\_\_\_



## FORM 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.  
911Vehicle.com

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
☐ Individual/sole proprietor or single member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
☐ C Corporation  
☒ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Other (see instructions) ▶  
**Note.** If a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
51604 E. La Palma Ave.

6 City, state, and ZIP code  
Anaheim, CA 92807

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

**Employer identification number**

33-0852305

**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 ▶ [Signature] Date ▶ 12/3/19

**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/w9](http://www.irs.gov/w9).

**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-I (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.



**FORM 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: 911 Vehicle

FIRM PARENT OR OWNERSHIP: \_\_\_\_\_

ADDRESS: 5604 E. La Palma Ave, Anaheim, CA 92807

FIRM TELEPHONE #: 714-808-0911 FIRM FAX #: N/A

FIRM'S TAX I.D. NUMBER: 33-0852305 INCORPORATED: YES ☒ NO ☐

LEGAL FORM OF COMPANY: (partnership, corporation, joint venture): S-Corp

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: 20 years

LENGTH OF TIME AT CURRENT LOCATION: 7 years

NUMBER OF EMPLOYEES: 15 NUMBER OF CURRENT CLIENTS: 15 +

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

NAME: Dan Walters TITLE: President

TELEPHONE #: 714-808-0911 x204 E-MAIL: dan@911vehicle.com

*Person responsible for the day-to-day servicing of the account.*

NAME: Danny Jents TITLE: Operations Manager

TELEPHONE #: 714-808-0911 x202 E-MAIL: djents@911vehicle.com



**FORM I: CERTIFICATION OF PROPOSAL**

In responding to RFP JA2284 – US&R Utility Truck Upfitting Services, the undersigned Offeror(s) agrees to provide services to OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this proposal, and the resulting Professional Services Agreement. **If there are any exceptions to or deviations from the terms of the Professional Services Agreement (Form K), they must be stated in an attachment included with the offer.** Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Form K.

- 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:

911Vehicle

ADDRESS:

5604 E. La Palma Ave.

CITY:

Anaheim

STATE:

CA

ZIP CODE:

92807

PRINTED NAME:

Dan Walters

TITLE:

President

SIGNATURE OF PERSON AUTHORIZED TO SIGN:



DATE:

12/3/19

## **ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this \_\_\_\_ day of February, 2020, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Johnson Equipment Company, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

### **RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide as-needed vehicle communication equipment installation services as requested in RFP JA2397, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA: (1) a proposal dated December 4, 2019, 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 the Scope of Services, attached hereto as Exhibit "A," which includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP JA2397, dated October 23, 2019 ("RFP"), (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction

of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, 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 Scope of Services 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 Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding 10% must be approved in writing by the OCFA Purchasing Manager. Any additional compensation exceeding this amount must be approved in writing by the Executive Committee of the OCFA Board of Directors.



## **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 the Pricing Sheet, attached hereto as Exhibit "B," in an amount not to exceed \$250,000 (Two Hundred Fifty Thousand Dollars) annually. These services will be billed only for actual hours worked with monthly invoices per the hourly rates provided in Exhibit "A". There is no obligation on OCFA's part to assign any minimum number of projects to Firm, nor will Firm be the exclusive provider of these services to OCFA, so there is no minimum compensation guaranteed pursuant to this agreement.

### **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 the Scope of Services, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

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

### **4.4 Term**

This agreement shall continue in full force and effect for three years unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to two (2) additional one-year terms upon mutual agreement between OCFA and the Firm.



## **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: **Greg Johnson, Owner.**

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

### **5.3 Prohibition Against Subcontracting or Assignment**

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

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

#### **5.3.2.1 Withholding Payment for Non-Authorized**

**Subcontractors.** OCFA shall have the right to withhold payment from Firm for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

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

#### **5.4 Independent Contractor**

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

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

**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under

this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.5 Employee Retirement System Eligibility Indemnification**

**5.5.1** 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.

**5.5.2** 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 an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system 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. 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  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626

To Firm:

Johnson Equipment Company  
Greg Johnson  
21155 Wallace Ave.  
Perris, CA 92570

#### **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.**

**ATTEST:**

By:  \_\_\_\_\_

DAVID E. KENDIG  
GENERAL COUNSEL

\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Board

Date: 2/19/2020

**"FIRM"**

**JOHNSON EQUIPMENT COMPANY**

Date: Feb 10 2020

By:  \_\_\_\_\_

Greg Johnson,  
Owner

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

By: \_\_\_\_\_

[Name]

## **EXHIBIT A**

- (1) JOHNSON EQUIPMENT CO., PROPOSAL DATED DECEMBER 4, 2019**
  
- (2) OCFA RFP JA2397 DATED OCTOBER 23, 2019**  
**(On file in the Office of the Clerk)**

**Bid Results****Bidder Details**

<b>Vendor Name</b>	Johnson equipment Co
<b>Address</b>	21155 Wallace Avenue Perris, CA 92570 United States
<b>Respondee</b>	Greg Johnson
<b>Respondee Title</b>	Owner
<b>Phone</b>	951-940-0606 Ext. 101
<b>Email</b>	Greg@Johnson-Equipment.com
<b>Vendor Type</b>	NONE

**Bid Detail**

<b>Bid Format</b>	Electronic
<b>Submitted</b>	December 4, 2019 10:15:33 AM (Pacific)
<b>Delivery Method</b>	21 Days
<b>Bid Responsive</b>	
<b>Bid Status</b>	Submitted
<b>Confirmation #</b>	197028
<b>Ranking</b>	0
<b>Amount</b>	\$0.00

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

File Title	File Name	File Type
Pricing Page	Pricing Page.pdf	Cost File
OCFA Bid Package	OCFA Bid Package.pdf	RFP Required Response Forms
Insurance 1	12-03-2019 Orange County Fire Authority.pdf	General Attachment
Insurance 2	Orange County Fire.pdf	General Attachment

## 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:** Form A
2. **Statement of Qualifications:** Form B
3. **References:** Form C
4. **Project Approach/Scope of Work:** Form D
5. **Pricing Page:** Form E
6. **Party Participant and Agent Disclosure Forms:** Form F
7. **W-9:** Form G
8. **Offeror's information:** Form H
9. **Certification of Proposal:** Form I
10. **Sample Professional Services Agreement:** Form J



**FORM 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. **Understanding of Requested Services:** A brief summary of the Proposer's understanding of the objectives outlined in the scope of work with a commitment to provide the services in accordance with its proposal and the terms and conditions of any contract, which may be awarded pursuant to this RFP.
- c. A statement to the effect that the proposal shall remain valid for not less than one hundred and eighty (180) days from the date proposals are due.
- d. **Potential Conflicts:** Provide a brief statement as to whether Proposer and/or Proposer's partners, subcontractor(s), joint venture associates, or any other individual or entity of Proposer's team has any potential conflicts that may arise in the performance of the services requested in this RFP.
- e. **Agreement Exception:** A brief statement indicating whether Proposer does or does not take exception to the sample agreement included as Form J. If a proposer takes exception to the language in the agreement Proposer must create an additional attachment labeled "Exceptions to Agreement" and submit it with its proposal.

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.



December 3rd, 2019

James Aguila  
Assistant Purchasing Agent  
OCFA Purchasing Department

Dear Mr. Aguila:

Enclosed herein is the proposal requested, titled: "*RFP JA2397 Communication Equipment Installation Services.*"

Please accept this bid on behalf of Greg Johnson, owner. Greg can be reached at the following email, [greg@johnson-equipment.com](mailto:greg@johnson-equipment.com) or by phone at 951-940-0606 ext 101.

Johnson Equipment Company agrees to be bound by all the provisions of this proposal, as submitted, for a period of at least one hundred eighty (180) calendar days from the date of this submission. Johnson Equipment Company does not foresee any future conflicts of interest associated with Johnson Equipment Company and Orange County Fire Authority. We at Johnson Equipment do not take any exceptions to the language in this agreement.

Our Company values building relationships as well as maintaining customer relationships. Our staff has the same priorities in mind, regardless of the department. All management, office and technician personnel are committed and fully aware of the significance of their role in the success of our company, and display their knowledge in the work they perform for our customers. Upon delivery of each vehicle, a walk around and observation is done with the client to go over the scope of the work and also record any existing visible damage on the vehicle(s). Once the current vehicle mileage is recorded, the vehicle is assigned to one of Johnson Equipment's experienced techs. A detailed description of the work required is always within reach, located on the vehicle at all times. Parts requirements are anticipated and prepared for, stocked for the vehicle to prevent any delays in installs. Quality control is held to the highest regard, and progress of the work is recorded and monitored throughout the entire installation to ensure complete customer satisfaction.

Greg Johnson

## FORM B: STATEMENT OF QUALIFICATIONS

Offerors shall prepare a statement of qualifications that shows the ability, capacity, experience, and skill of the Offeror, their staff, and their employees to provide the equipment and perform the services required. The statement of qualifications should include, at a minimum, responses to the following. Use additional pages as necessary.

### 1. Firm Overview:

- a. Provide a brief profile of the individual or firm, including information regarding major services provided, facility locations, number of years in business, number of employees and number of clients you have currently.
- b. Describe the firm's qualifications and experience performing installation services of a similar nature for public agencies, municipalities, or other governmental agencies, demonstrating capability to provide the scope of services as requested in this RFP.

### 2. Team Organization and Structure:

- a. Provide an organization chart detailing the proposed project team who will be working on this project and their specific responsibilities with respect to the scope of work.
- b. Provide a brief resume for the technicians who will actually be performing the work listing their specific qualifications and experience with similar projects. Experience with other public agencies, municipalities, or other governmental agencies should also be included.
- c. Provide a list of proposed subcontractors, if any, their office locations, and work proposed to be performed. Identify subcontractors by name, address, contact person, email, telephone number, and project function. Describe Proposer's experience working with each subcontractor. Describe role of proposed subcontractor. Include information on major clients and projects they have worked on relative to the services requested of this RFP or similar projects.

3. **Relevant Installation Experience:** Use this section to indicate the areas of expertise of your firm and how that expertise will benefit OCFA. This section should identify a list of similar projects that the firm has recently completed for comparable agencies. Projects listed in this section of the statement of qualifications should address the firm's specific experience and explain how it is applicable to the types of work described in this solicitation.



## STATEMENT OF QUALIFICATIONS-PROPOSAL QUESTIONNAIRE

### 1. Firm Overview:

- a. **Provide a brief profile of the individual or firm, including information regarding major services provided, facility locations, number of years in business, number of employees and numbers of clients you have currently.**

Johnson Equipment Company has been in business for 25 years and continues to grow with each year. The installation facility is located in Perris California, at 21155 Wallace Avenue. Our zip code for our facility is 92570. The facility grounds are set upon 15,000 square feet of space that is secured by a 24 hours a day closed and locked gate with alarm. Our shop facility is an enclosed area of 5,000 square feet that is only open during our business hours. The remaining 10,000 square feet of space is utilized for vehicle storage upon Johnson Equipment property. The total number of employees we have at this time is twelve, servicing approximately forty clients throughout southern California.

- b. **Describe the firm's qualifications and experience performing installation services of a similar nature for public agencies, municipalities, or other governmental agencies, demonstrating capability to provide the scope of services as requested in this RFP.**

Johnson Equipment Company has 25 years of experience in this industry. Without any advertisement, our business has grown exponentially with recommendations of our valued clients. Johnson Equipment Company prides itself in the ability to develop, maintain and consistently increase the quality of our relationships with our clients. Johnson Equipment has past and current ongoing work for Law Enforcement and Fire Departments in Orange, Los Angeles, Ventura, Santa Barbara, Kern, San Bernardino and Riverside Counties.

### 2. Team Organization and Structure:

- a. **Provide and organization chart detailing the proposed project team who will be working on this project and their specific responsibilities with respect to the scope of work.**

Greg Johnson, Owner and Estimator

Marco Garcia, Co-Shop Leader and Technical Specialist  
Michael Bryceland, Co-Shop Leader and Scheduling  
Beth Poulsen, Office Manager and Accounting

- b. **Provide a brief resume for the technicians who will actually be performing the work listing their specific qualifications and experience with similar projects. Experience with other public agencies, municipalities, or other governmental agencies should also be included.**

**Marco Garcia** (Primary Shop and Project Coordinator/Customer Service):

- 12 years professional automotive experiences
- Automotive Training Credentials:
- Emergency Vehicle Technician (EVT) Certifications:
- Fire Apparatus Electrical Systems
- Law Enforcement Vehicle Installation Technician
- Prior ASE certified mechanic
- Areas of Specialty:
- Automotive wiring and vehicle integration
- Computer and radio communication software programming
- Light duty metal fabrication

**Michael Bryceland** (Shop and Project Supervisor):

- 25 years professional automotive experiences
- Automotive Training Credentials:
- Mobile Electronics Installation Certification (College Level Trade School)
- Prior MECP Certification (Mobile Electronics Certification Program)
- Areas of Specialty:
- Automotive wiring and vehicle integration
- Extensive wood fabrication and cabinetry design
- Light duty metal fabrication

**Cesar Perez-Resendes:**

- 5 years professional automotive experiences
- Automotive Training Credentials:
- Mercruiser (Marine) Engine Installation Technician Certification
- Areas of Specialty:
- Automotive wiring and vehicle integration
- Light duty metal fabrication

**Curtis VanHolland:**

- 10 years professional automotive experiences
- Automotive Training Credentials:
- General Automotive Services (Trade School)
- Areas of Specialty:
- Automotive wiring and vehicle integration

- Light duty metal fabrication and welding
- Wood Cabinet Design and Fabrication

**Fernando Barajas:**

- 25 years professional automotive experiences
- Automotive Training Credentials:
- Mobile Dynamics Automotive Training Certification
- Areas of Specialty:
- Automotive wiring and vehicle integration
- Extensive wood fabrication and cabinetry design
- Light duty metal fabrication

- c. Provide a list of proposed subcontractors, if any, their office locations, and work proposed to be performed. Identify subcontractors by name, address, contact person, email, telephone number, and project function. Describe proposer's experience working with each subcontractor. Describe role of proposed subcontractor. Include information on major clients and projects they have worked on relative to the services requested of this RFP or similar projects.**

Johnson Equipment does not sub out any work as all of the builds are done in house at our facility by our trained employees.

**3. Relevant installation Experience:**

- **Los Angeles City Fire 2019**
  - (8) Type 1 Pierce Pumpers
    - Mobile radio and intercom system integration
    - MDC (Mobile Data Computer) systems integration
    - AVL/Modem installation
  - (9) EMS Supervisor units - 2019 Chevy Tahoe
    - Emergency vehicle lighting installation
    - Command cabinet integration
  - (4) Chief Units – 2019 Chevy Tahoe
    - Mobile radio and communications system
    - Emergency vehicle lighting installation
  - (2) Arson Investigation – 2019 Chevy Tahoe
    - Mobile radio and communications system
    - MDC (Mobile Data Computer) systems integration
    - Emergency vehicle lighting installation
    - Command cabinet integration
    - Secure weapon storage
  - (1) CUPA Unit – 2019 Chevy Tahoe
    - Mobile radio and communications system
    - MDC (Mobile Data Computer) systems integration
    - Emergency vehicle lighting installation



- **Los Angeles County Fire 2019**
  - (12) Type 1 KME Pumpers
    - Mobile radio and intercom system integration
    - MDC (Mobile Data Computer) systems integration
    - AVL/Modem installation
- **San Bernardino County Fire 2019**
  - (8) Type 1 KME Pumpers
    - Mobile radio and intercom system integration
    - AVL/Modem installation
- **Riverside City Fire 2019**
  - (8) Type 1 Pierce Pumpers
    - Mobile radio and intercom system integration
    - MDC (Mobile Data Computer) systems integration
    - AVL/Modem installation
  - (2) TDA Pierce Trucks
    - Mobile radio and intercom system integration
    - MDC (Mobile Data Computer) systems integration
  - (2) Pierce Water Trucks
    - Mobile radio and intercom system integration
  - (1) Pierce Brush Truck
    - Mobile radio and intercom system integration
- **Riverside County Fire 2019**
  - (2) Chief Units – 2019 Ford Expedition
    - Mobile radio and communications system
    - MDC (Mobile Data Computer) systems integration
    - Emergency vehicle lighting installation
  - (2) Hazmat Units – 2018 Chevy 2500 Silverado
    - Mobile radio and communications system
    - MDC (Mobile Data Computer) systems integration
- **Riverside County EMD 2019**
  - (2) EMS Units – 2019 Ford F250s
    - Mobile radio and communications system
    - MDC (Mobile Data Computer) systems integration
    - Emergency vehicle lighting installation
- **City of Hemet Fire 2019**
  - (2) Medic Units – 2019 Ford F250s
    - Mobile radio and intercom system integration
    - Emergency vehicle lighting installation
  - (2) Utility Units – 2019 Ford F250s
    - Mobile radio and intercom system integration
    - Emergency vehicle lighting installation

- **San Marcos Fire 2019**
  - (1) Supervisor Truck – 2019 Ford F150
    - Mobile radio and communications system
    - MDC (Mobile Data Computer) systems integration
    - Emergency vehicle lighting installation
    - Custom command cabinetry in cargo area
- **Soboba Fire 2019**
  - (1) TDA Pierce Truck
    - Mobile radio and intercom system integration
    - MDC (Mobile Data Computer) systems integration
- **Santa Monica Fire 2019**
  - (1) TDA KME Truck
    - Mobile radio and intercom system integration
    - Emergency vehicle lighting installation
  - (3) Type 1 KME Pumper
    - Mobile radio and intercom system integration
- **Montecito Fire 2019**
  - (1) Type 1 KME Pumper
    - Mobile radio and intercom system integration
    - Emergency vehicle lighting installation
  - (1) Supervisor Truck – 2019 Ford Raptor
    - Mobile radio and communications system
    - Emergency vehicle lighting installation
- **Manhattan Beach Fire 2019**
  - (1) E-One Rear Ladder truck
    - Mobile radio and intercom system integration
    - MDC (Mobile Data Computer) systems integration
- **Grass Valley Fire 2019**
  - (1) Type 1 KME Pumper
    - Mobile radio and intercom system integration
- **San Diego County Fire 2019**
  - (3) Supervisor Command Trucks – 2019 Ford F250s
    - Mobile radio and communications system
    - Emergency vehicle lighting installation
- **Morongo Fire 2019**
  - (1) Type 1 KME Pumper
    - Mobile radio and intercom system integration
    - MDC (Mobile Data Computer) systems integration

**FORM C: REFERENCES**

Provide a list of the five most recently completed vehicles for which the Respondent has performed similar upfitting services for public entities, preferably located in Southern California. This list shall include:

1. Description of the installation service performed with photos of the project.
2. Reference contact information to include:
  - a. Organization name & address
  - b. Contact person,
  - c. Telephone number,
  - d. Email address,

OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company. 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.



Los Angeles County Fire  
1104 North Eastern Avenue  
Los Angeles Ca 90063  
Soec Writer David Thornton  
Tel (323) 838-2204  
David.Thornton@fire.lacounty.gov  
Radio Installation, Computer Installation, Vehicle Upfitting and Lighting



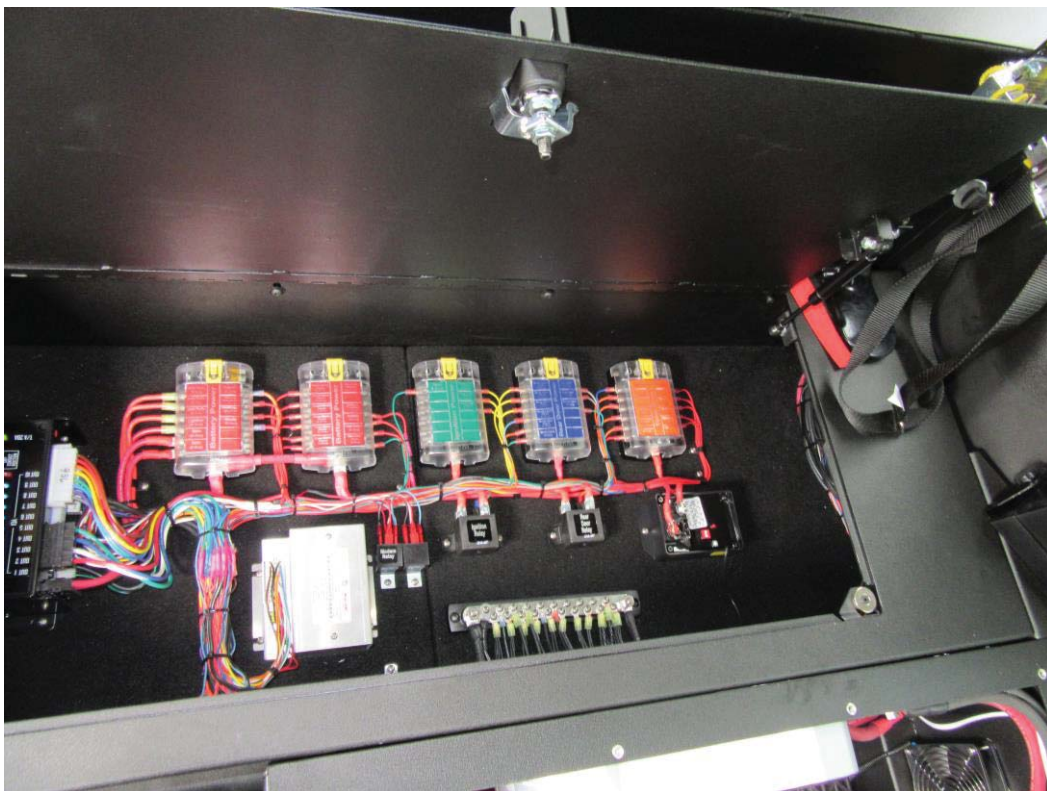
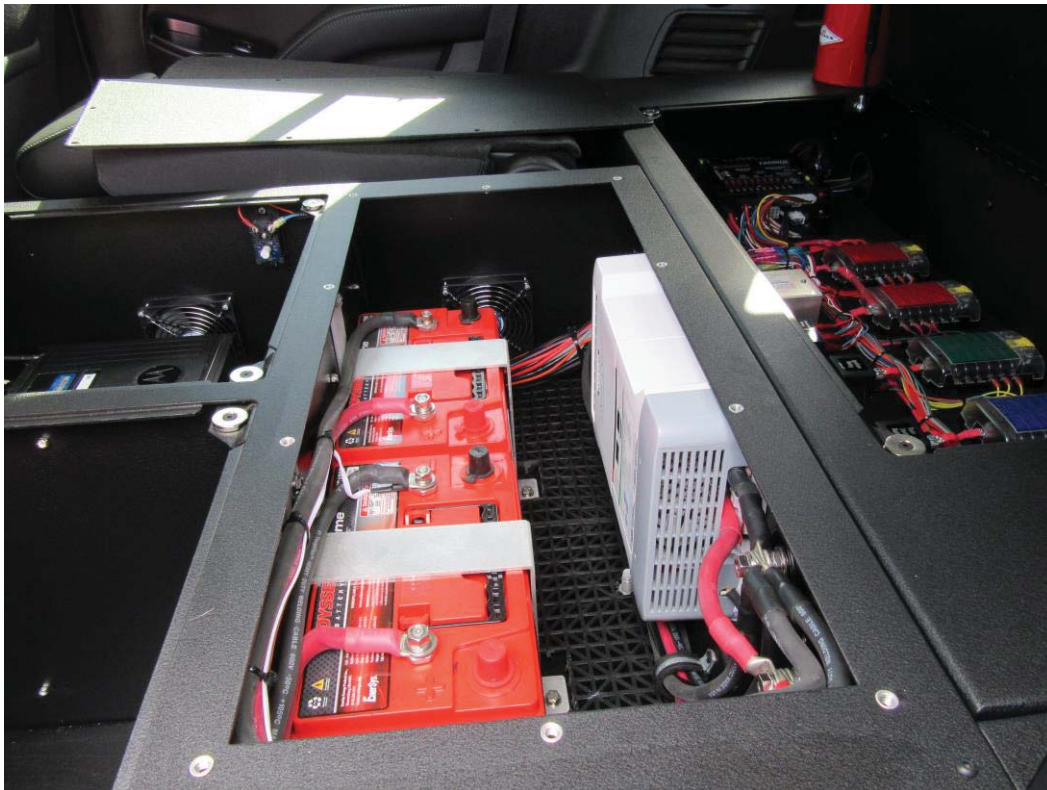


Ventura County Fire  
2451 Latigo Avenue  
Oxnard Ca 93030  
Fleet Manager Brett Wreesman  
(895) 388-4505  
[Brett.Wreesman@ventura.org](mailto:Brett.Wreesman@ventura.org)  
Radio Installation, Computer Installations, Vehicle Upfitting and Lighting











Los Angeles City Fire  
140 North Avenue 19  
Los Angeles Ca 92562  
Equipment Engineer Michael Dunbar  
(213) 485-6137  
[michael.dunbar@lacity.org](mailto:michael.dunbar@lacity.org)  
Radio Installation, Computer Installations, Vehicle Upfitting and Lighting









San Bernardino County Fire  
210 North Lena Road Bldg. 5  
San Bernardino CA 92415  
Lead Mechanic Tom Pitts  
Tel (909) 387-7805  
TPitts@SBCFire.org  
Radio Installation, Computer installations, Vehicle Upfitting and Lighting





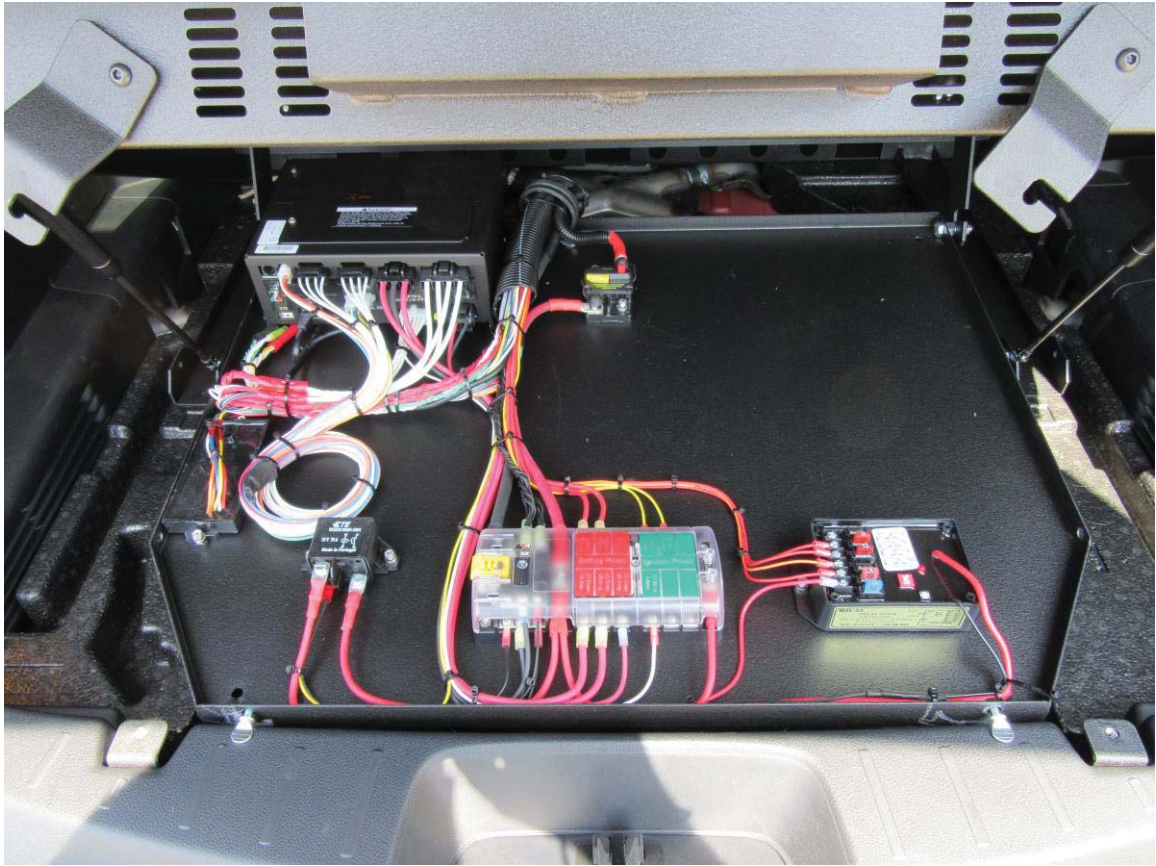


Riverside City Fire  
3401 University Ave  
Riverside Ca 92501  
Captain Eric Peniata  
Tel (949) 412-7752  
epeniata@riversideca.gov  
Radio Installation, Computer installations, Vehicle Upfitting and Lighting









**FORM D: PROJECT APPROACH/SCOPE OF WORK**

Offerors shall provide detailed responses to the following objectives that describes how the respondent intends to provide the requested services set forth in the Scope of Work. Use additional pages as necessary to provide detailed responses.

1. Using the Scope of Work as a guide, provide a narrative which illustrates in detail your proposed approach to be used to conduct the tasks of this project as outlined in the scope of work. Include information on how the OCFA account will be managed, supported, and staffed and the manner in which each project will be supervised; and the manner in which coordination with OCFA will be attained.
2. Provide the address of your installation facility. Include a narrative of the size of the facility and any characteristics that bring added value to this contract.
3. Explain how OCFA vehicles will be secured at your facility.
4. Provide an explanation of any training and/or safety measures that exist to ensure that OCFA vehicles are not damaged when being worked on or moved within the facility or when being picked up or dropped off at OCFA facilities.
5. Provide an overview of available parts and/or value added services available at or through your facility that bring value to this contract.
6. Explain your quality control process to ensure that vehicles are complete and fully functional upon delivery.
7. What processes do you have to ensure that installations are completed in a timely and efficient manner? Explain how you ensure vehicles are delivered by the date and time committed to.
8. Provide and demonstrate your understanding of the technical installation requirements.
9. Explain your change order process.
10. Provide and demonstrate your understanding of the technical installation requirements.
11. Detail your approach and timelines for ordering equipment and installation per vehicle if required.
12. Discuss your approach for repairs, service and warranty issues. How will they be accomplished?
13. Detail your services after the initial installation.
14. Discuss the length of time to complete a new install from the time you have possession of the vehicle to total completion.
15. Provide information on your current workload and how projects will be accomplished with staff.
16. Provide a sample of a work/task request form and/or process that your firm currently uses and indicate how it can be made to work with the proposed OCFA approach.
17. Provide any particular strengths or uniqueness of your firm.



## **PROJECT APPROACH/SCOPE OF WORK-JOHNSON EQUIPMENT COMPANY**

- 1. Using the scope of work as a guide, provide a narrative which illustrates in detail your proposed approach to be used to conduct the tasks of this project as outlined in the scope of work. Include information on how the OCFA account will be managed, supported, and staffed and the manner in which each project will be supervised, and the manner in which coordination with OCFA will be attained.**

Johnson Equipment values building as well as maintaining customer relationships. Our staff has the same priorities in mind, regardless of the department they're in. All management, office and technician personnel are committed and fully aware of the significance of their role in the success of our company, and display their knowledge in the work they perform for our customers. Upon delivery of each vehicle, a walk around and observation is done with the client to go over the scope of the work and also record any existing visible damage on the vehicle(s). Once the current vehicle mileage is recorded, the vehicle is assigned to one of Johnson Equipment's experienced techs. A detailed description of the work required is always within reach, located on the vehicle at all times. Parts requirements are anticipated and prepared for, stocked for the vehicle to prevent any delays in installs. Quality control is held to the highest regard, and progress of the work is recorded and monitored throughout the entire installation to ensure complete customer satisfaction. Once the work is completed, communication with the client is made. The work is inspected by the client and once reviewed to acknowledge satisfaction with the work performed to customer specifications, the vehicle is accepted, signed off as completed, and retrieved by the client. Management is always available to speak with our client and answer any questions our client may have. All paperwork and follow up correspondence is handled by our dedicated office staff.

- 2. Provide the address of your installation facility. Include a narrative of the size of the facility and any characteristics that bring added value to this contract.**

Johnson Equipment's installation facility is located in Perris California, at 21155 Wallace Avenue. Our zip code for our facility is 92570. The facility grounds are set upon 15,000 square feet of space that is secured by a 24 hours a day closed and locked gate with alarm. Our shop facility is an enclosed area of 5,000 square feet that is only open during our business hours. The remaining 10,000 square feet of space is utilized for vehicle storage upon Johnson Equipment property.

- 3. Explain how OCFA vehicles will be secured at your facility.**

All OCFA vehicles shall be secured by our locked gate with alarm system in place.

- 4. Provide and explanation of any training and/or safety measures that exist to ensure that OCFA vehicles are not damaged when being worked on or moved within the facility or when being picked up or dropped off at OCFA facilities.**

Training: Each employee receives 30 days on the job training regardless of past work experience. This is done to bring all employees to provide a uniform "same page" understanding and approach to quality we expect here at Johnson Equipment. Above this we have an employee continuing education program, whether by Johnson Equipment or by our Vendors, in order to remain on the cutting edge of new and emerging technologies so we may continue to better serve our clients.

Safety: All new hires are required by Johnson Equipment to attend and successfully complete an employee occupational safety class their first week of employment. This week long class covers individual employee safety, avoiding of shop potential of hazards, the importance of maintaining a clean work area at all times and the potential hazards to themselves and all others by not, safe use and handling of all shop equipment and tools, proper and safe vehicle movement both on location and offsite, vehicle installation prepping, handling and correct installation of all equipment to be installed, and the constant attention to security of all client property while in Johnson Equipment's care.



Johnson Equipment employees and staff all attend continuing education classes to remain current with new equipment trends and all best practice approaches in safety, installation, and equipment choices. These are both in-house training as well as vendor provided.

**5. Provide an overview of available parts and/or value added services available at or through your facility that bring value to this contract.**

With our parts, we customize and maintain an individual client component inventory based upon their needs and use. We are a dealer direct installation facility who strives to main a close rapport with our equipment vendors to grant us the equipment turnaround in order to better service you, our client.

Here at Johnson Equipment we provide afterhours service and support for all installations and equipment sold as well as for manufactures we do not sell.

**6. Explain your quality control process to ensure that vehicles are complete and fully functional upon delivery.**

Our Project Manager spearheads implementing each installation plan by creating a structured approach for the installation technicians to follow. The Project Manager plans the installation process in phases in order to maintain tighter quality control at every phase of the installation process. The Project Manager visually inspects and manually tests for correct installation of equipment using a punch list so that even the smallest detail is not overlooked in the installation process. Every finished product is again thoroughly tested for form and function prior to being released back to our client.

**7. What process do you have to ensure that installations are completed in a timely efficient manner? Explain how you ensure vehicles are delivered by the date and time committed to.**

Our Project Manager having created the installation plan also manages the productivity timeline making sure the installation is completed on time and on budge. The Project Manager maintains a relationship with our vendors seeing that all equipment arrives on schedule and works at anticipating and resolving all vendor supply issues that arise. When the occasional supply issue arises, the installation plan moves forward with projects that can be completed while the issues are resolved so as not to delay the installation process.

**8. Provide and demonstrate your understanding of the technical installation requirements.**

Please reference the attached photo exhibits as demonstration of our technical understanding to meet installation specifications. Further, please contact our provided customer references for additional examples of our understanding and quality of work.

**9. Explain your change order process.**

You the client initiates a Request for Change via fax or email. We then follow up by sending you the client a new itemization of change cost and whether delivery timeline is to be affected. Upon client's signature for the new terms of service, we then proceed according to new specifications.

**10. Provide and demonstrate your understanding of the technical installation requirements.**

Please reference the attached photo exhibits as demonstration of our technical understanding to meet installation specifications. Further, please contact our provided customer references for additional examples of our understanding and quality of work.

**11. Detail your approach and timelines for ordering equipment and installation per vehicle if required.**

Upon all agreements being finalized at preconstruction, within 24 hours all equipment inventory requirements orders are placed with our vendors. These orders are calibrated for delivery dates in order of need and importance to keep both the cost down and reduce the possibility of equipment from being installed out of order.

**12. Discuss your approach for repairs, service and warranty issues. How will they be accomplished?**

The process is initiated once you the client contact us with an issue via phone or email. We then discuss the issue and identify how to resolve the issue. If the issue cannot be resolved by phone or email we dispatch a technician to remedy the issue no later than the by the next business day.

**13. Detail your services after the initial installation.**

With the completion of the installation, we perform a rough cleaning of the vehicle. After the rough cleaning we do a final quality control inspection of everything from door locks and panel fittings to the actual equipment installed. After passing final quality control inspection, we detail and prepare your vehicle for your own final inspection. Whether a new vehicle installation or a refabricating of a used vehicle, it is our intention to return their vehicles to our clients in a fully functioning status. Upon the

Clients taking delivery of their vehicle, should a warranty issue or any other issue arise, we provide you with customer service to remedy issues.

**14. Discuss the length of time to complete a new install from the time you have possession of the vehicle to total completion.**

Upon taking delivery of each vehicle we perform a vehicle checklist and walk around with our client to identify any body damage, test for correct mechanical function of all doors, locks, windows, et cetera. We record mileage and general condition of the car upon receipt of the vehicle. Upon completion of the vehicle walk around we provide and discuss our finding as listed in our checklist with the client for review and signature. With our delivery taken of the vehicle, we then perform a further assessment to fully insure that the “plan” is absolutely doable. The logic behind our approach is simple; just because we can install equipment anywhere on and within the vehicle, doesn’t always mean it is a good idea to install the equipment according to plans. We try to anticipate real world equipment deployment. As such, as the installer, we can visualize both ergonomics and ease of accessibility to the equipment once you, the end user, is infield, and should the need arise.

Next there are waiting processes for parts for your specific installation. This waiting time is figured into our installation turnaround time. Throughout the installation process, quality checks are performed to ensure correction installation and function at every step of the installation process. With the completion of the installation, you the custom performs your own final inspection of all work performed. After you, the client, accept the installation as completed to your specification, you signoff the vehicle as completed and you take delivery.

**15. Provide information on your current workload and how projects will be accomplished with staff.**

Our current workload consist of installation contracts with The City of Murrieta’s Police Department, The City of Los Angeles’ Fire Department, Ventura County Fire Department and The City of Riverside’s Fire Department. Projects shall be completed by a dedicated two technician team to fulfill your installation needs.

**16. Provide a sample of a work/task request form and/or process that your firm currently uses and indicate how it can be made to work with the proposed OCFA approach.**

Upon delivery of each vehicle, a walk around and observation is done with the client to go over the scope of the work and also record any existing visible damage on the vehicle(s). Once the current vehicle mileage is recorded, the vehicle is assigned to one of Johnson Equipment's experienced techs. A detailed description of the work required is always within reach, located on the vehicle at all times. Parts requirements are anticipated and prepared for, stocked for the vehicle to prevent any delays in installs. Quality control is held to the highest regard, and progress of the work is recorded and monitored throughout the entire installation to ensure complete customer satisfaction. Once the work is completed, communication with the client is made. The work is inspected by the client and once reviewed to acknowledge satisfaction with the work performed to customer specifications, the vehicle is accepted, signed off as completed, and retrieved by the client.

**17. Provide any particular strengths or uniqueness of your firm.**

Here at Johnson Equipment, we have 30 years of experience in the fire industry. We are able to provide computer installations and radio programming where most of our competitors shy away. We are a Kenwood LMR Radio dealer, a BK Radio/Relm Radio LMR dealer, and one of the largest distributors in the state of California for Code 3 equipment. We have an onsite graphics design and fabrication department to meet all our client's decal needs. Finally, our attention to detail is unmatched by our competitors. At Johnson Equipment, we take our jobs seriously because we know you must too.

**FORM E: PRICING PAGE**

**PROPOSAL COSTS** - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal.

The contractor shall submit a firm-fixed price quote to perform all the work required in accordance with the Statement of Work. The contractor's price shall be their fully burdened rate which includes all costs associated with the performance of any services, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, and facilities.

The OCFA reserves the right to award multiple contracts, therefore separate contracts may be awarded, if it is deemed to be in the best interest of the OCFA.

**FEES AND CHARGES** – Payment shall be made in accordance with the provisions of this Contract.

- A. **Hourly Labor Rate:** The prices stated below shall include the contractor's fully burdened rate including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, delivery, etc.

Position Installer

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$ 85.00 per hour

2. Overtime Hourly Rate: \$ 127.50 per hour

Position Light Vehicle Driver

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$ 75.00 per hour

2. Overtime Hourly Rate: \$ 112.50 per hour

Position /

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$ / per hour

2. Overtime Hourly Rate: \$ / per hour

- B. **Materials Costs:** Equipment purchased by the Contractor not specifically listed above shall be charged the Contractor's actual cost of the parts (including all applicable taxes) plus the percentage stated below:

1. Contractor Cost + 20 %

Contractor must submit their cost invoices for parts along with billings to OCFA for payment processing. This requirement is MANDATORY. OCFA shall not process payments for parts without Contractor's cost invoices for parts. NOTE: OCFA reserves the right to supply any parts required to perform repairs.

# ESTIMATED INSTALLATION COSTS

	(A) Estimated Cost for Equipment, Parts, Materials, & Consumables	(B) Hourly Labor Rate	(C) Estimated # of Hours to Complete	Total Estimated Upfitting Cost = A + (B x C)	Estimated # of Delivery Days Per Vehicle
Class A – Type 1 Engine	\$ 750 <sup>00</sup>	\$ 85 <sup>00</sup>	85	\$ 7975 <sup>00</sup>	15
Class A – Type 3 Engine	\$ 750 <sup>00</sup>	\$ 85 <sup>00</sup>	85	\$ 7975 <sup>00</sup>	15
Class A – Truck TDA	\$ 750 <sup>00</sup>	\$ 85 <sup>00</sup>	100	\$ 9250 <sup>00</sup>	15
Class B – BC Command Suburban	\$ 1000 <sup>00</sup>	\$ 85 <sup>00</sup>	130	\$ 12050 <sup>00</sup>	30
Class C – Mid Size 4x4 (Chevy Colorado)	\$ 500 <sup>00</sup>	\$ 85 <sup>00</sup>	65	\$ 6025 <sup>00</sup>	10
Class C – Full Size 4x4 (Ram 2500)	\$ 650 <sup>00</sup>	\$ 85 <sup>00</sup>	80	\$ 7450 <sup>00</sup>	15
Replacement of a VHF or 800 MHz Radio in a Class A Vehicle	\$ 65 <sup>00</sup>	\$ 85 <sup>00</sup>	10	\$ 915 <sup>00</sup>	2
Replacement of an MDC in a Class A Vehicle	\$ 50 <sup>00</sup>	\$ 85 <sup>00</sup>	14	\$ 1240 <sup>00</sup>	2
Replacement of a VHF or 800 MHz Radio in a Class B Vehicle	\$ 65 <sup>00</sup>	\$ 85 <sup>00</sup>	10	\$ 915 <sup>00</sup>	2
Replacement of an MDC in a Class B Vehicle	\$ 50 <sup>00</sup>	\$ 85 <sup>00</sup>	14	\$ 1240 <sup>00</sup>	2



**FEES AND CHARGES – Payment shall be made in accordance with the provisions of this Contract.**

**C. Round Trip Pickup/Delivery Cost:** from OCFA HQ:

Class "A" Emergency Response "Custom Built" Apparatus	\$ <u>500<sup>00</sup></u>	Per Round Trip Cost
Class "B" – Emergency Response "Light Vehicles"	\$ <u>300<sup>00</sup></u>	Per Round Trip Cost
Class "C" – Administrative and Support Vehicles	\$ <u>300<sup>00</sup></u>	Per Round Trip Cost
Class "D" – Specialty Vehicles	\$ <u>500<sup>00</sup></u>	Per Round Trip Cost

**D. Warranty Information:** Please provide the applicable warranty information and timeframes for the following:

Parts: 1-5 years

Labor: 1 year

**E. Proposed Fee Schedule for Additional Services:** Please provide pricing and information for additional services not included above. Include a list of other categories which are expected to be paid by OCFA and a basis for any additional compensation which would be requested by your firm. Include any applicable hourly rates and/or flat rates to provide these services:

**GOVERNMENT / CO-OPERATIVE CONTRACT:** Is your pricing based on a Government or Co-operative contract? YES \_\_\_\_\_ NO X

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

**"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 \_\_\_\_\_

**ADDITIONAL INFORMATION –** Provide any additional information you would like OCFA to consider:



## **FORM F: PARTY AND PARTICIPANT DISCLOSURE FORMS**

**Campaign Contributions Disclosure:** In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete the attached Party and Participant Disclosure Forms and submit as part of the proposal, **if applicable**.

Offeror is required to submit only one copy of the completed form(s) as part of its proposal. This/these form(s) should be included in the original RFP. The Offeror and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Offeror in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the OCFA Board of Directors takes action.

### **ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS**

**Joseph Muller, Chair**  
City of Dana Point

**David Harrington, Director**  
City of Aliso Viejo

**Rob Johnson, Director**  
City of Cypress

**Melissa Fox, Director**  
City of Irvine

**Don Sedgwick, Director**  
City of Laguna Hills

**Noel Hatch, Director**  
City of Laguna Woods

**Ed Sachs, Director**  
City of Mission Viejo

**Kathy Ward, Director**  
City of San Clemente

**Juan Villegas, Director**  
City of Santa Ana

**David John Shawver, Director**  
City of Stanton

**Vince Rossini**  
City of Villa Park

**Gene Hernandez, Director**  
City of Yorba Linda

**Donald P. Wagner, Director**  
County of Orange

**Shelley Hasselbrink, Director**  
City of Los Alamitos

**Elizabeth Swift, Director**  
City of Buena Park

**John R. O'Neill, Director**  
City of Garden Grove

**Michele Steggell, Director**  
City of La Palma

**Sandy Rains, Director**  
City of Laguna Niguel

**Neeki Moatazedi, Director**  
City of Lake Forest

**Carol Gamble, Director**  
City of Rancho Santa Margarita

**Sergio Farias, Director**  
City of San Juan Capistrano

**Thomas Moore, Director**  
City of Seal Beach

**Letitia Clark, Director**  
City of Tustin

**Tri Ta, Director**  
City of Westminster

**Lisa Bartlett, Director**  
County of Orange

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.

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

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

#### PARTY DISCLOSURE FORM

Party's Name: Johnson Equipment Co / Greg Johnson

Party's Address: 2155 Wallace Ave Perris Ca 92570

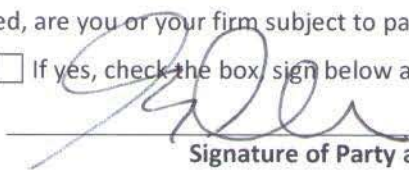
Party's Telephone: 951-940-0606

Solicitation Title and Number: JA2397 Comm Equipment Installation

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: Dec 2 2019

  
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: Johnson Equipment Co

Party's Name: Craig Johnson

Party's Address: 2155 Wallace Ave Perris Ca 92570

Party's Telephone: 951-940-0006

Solicitation Title and Number: JA2397 Comm Equipment Installation

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]  
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): \_\_\_\_\_



**FORM 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  
☐ 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) ▶ \_\_\_\_\_  
☐ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate

**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](http://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.

**FORM 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: Johnson Equipment Co

FIRM PARENT OR OWNERSHIP: Greg Johnson

ADDRESS: 21155

FIRM TELEPHONE #: 951-940-0606 FIRM FAX #: \_\_\_\_\_

FIRM'S TAX I.D. NUMBER: 33-0678459 INCORPORATED: YES ☐ NO ☒

LEGAL FORM OF COMPANY: (partnership, corporation, joint venture): Sole

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: 25 years

LENGTH OF TIME AT CURRENT LOCATION: 13 years

NUMBER OF EMPLOYEES: 12 NUMBER OF CURRENT CLIENTS: 40

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

NAME: Greg Johnson TITLE: owner

TELEPHONE #: 951-940-0606 x 101 E-MAIL: Greg@Johnson-Equipment.com

*Person responsible for the day-to-day servicing of the account.*

NAME: Beth Paulsen TITLE: office

TELEPHONE #: 951-940-0606 x 102 E-MAIL: Beth@Johnson-Equipment.com



**FORM I: CERTIFICATION OF PROPOSAL**

In responding to RFP JA2284 – US&R Utility Truck Upfitting Services, the undersigned Offeror(s) agrees to provide services to OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this proposal, and the resulting Professional Services Agreement. **If there are any exceptions to or deviations from the terms of the Professional Services Agreement (Form K), they must be stated in an attachment included with the offer.** Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Form K.

- 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: Johnson Equipment Co  
ADDRESS: 21155 Wallace Ave  
CITY: Perris STATE: Ca ZIP CODE: 92570  
PRINTED NAME: Greg Johnson TITLE: Owner  
SIGNATURE OF PERSON AUTHORIZED TO SIGN: [Signature] DATE: Dec 2 2019



**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this \_\_\_\_ day of February, 2020, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and West Coast Lights & Sirens, Inc., hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide as-needed vehicle communication equipment installation services as requested in RFP JA2397, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA: (1) a proposal dated December 2, 2019, 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 the Scope of Services, attached hereto as Exhibit "A," which includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP JA2397, dated October 23, 2019 ("RFP"), (2) Firm's Proposal, as modified by Contractor's Best and Final Offer dated February 10, 2020 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 Scope of Services, 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 Scope of Services 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 Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding 10% must be approved in writing by the OCFA Purchasing Manager. Any additional compensation exceeding this amount must be approved in writing by the Executive Committee of the OCFA

Board of Directors.

## **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 the Pricing Sheet, attached hereto as Exhibit "B," in an amount not to exceed \$250,000 (Two Hundred Fifty Thousand Dollars) annually. These services will be billed only for actual hours worked with monthly invoices per the hourly rates provided in Exhibit "A". There is no obligation on OCFA's part to assign any minimum number of projects to Firm, nor will Firm be the exclusive provider of these services to OCFA, so there is no minimum compensation guaranteed pursuant to this agreement.

### **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 the Scope of Services, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

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

### **4.4 Term**

This agreement shall continue in full force and effect for three years unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to two (2) additional one-year terms upon mutual agreement between OCFA and the Firm.

## **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: **Mitchel Gonzalez, Sales 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 **David Johnson, Assistant IT Manager, Information Technology**, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

### **5.3 Prohibition Against Subcontracting or Assignment**

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

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

each subcontractor.

**5.3.2.1 Withholding Payment for Non-Authorized Subcontractors.** OCFA shall have the right to withhold payment from Firm for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

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

#### **5.4 Independent Contractor**

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

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



**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.5 Employee Retirement System Eligibility Indemnification**

**5.5.1** 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.

**5.5.2** 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 an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system 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. 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 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.

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

**WITH COPY TO:**

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

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

To Firm:

West Coast Lights & Sirens  
Mitchel Gonzalez  
601 Columbia Ave., Unit A  
Riverside, CA 92507

#### **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"**

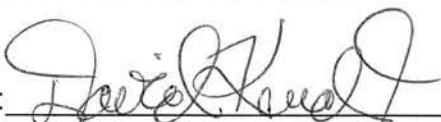
**ORANGE COUNTY FIRE AUTHORITY**

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

By: \_\_\_\_\_

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

**APPROVED AS TO FORM.**

By:   
DAVID E. KENDIG  
GENERAL COUNSEL

Date: 2/19/2020

**ATTEST:**

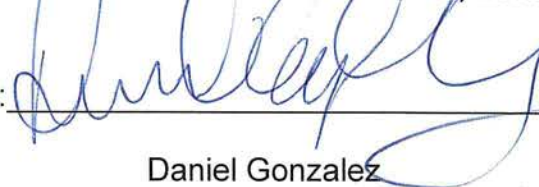
\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Board

Date: 2/11/2020

Date: 02/11/2020

**"FIRM"**

**WEST COAST LIGHTS & SIRENS, INC.**

By:   
Daniel Gonzalez  
President

By:   
Patricia Reeves  
Treasurer

## **EXHIBIT A**

- (1) WEST COATS LIGHTS & SIRENS, PROPOSAL DATED DECEMBER 2, 2019**
  
- (2) OCFA RFP JA2397 DATED OCTOBER 23, 2019**  
**(On file in the Office of the Clerk)**

**Bid Results****Bidder Details**

<b>Vendor Name</b>	West Coast Lights and Sirens
<b>Address</b>	601 Columbia Ave Ste A Riverisde, CA 92507 United States
<b>Respondee</b>	MITCHEL GONZALEZ
<b>Respondee Title</b>	SALES MANAGER
<b>Phone</b>	951-779-9257 Ext.
<b>Email</b>	MITCHEL@WCLS.US
<b>Vendor Type</b>	2016,2017,2018,OSB

**Bid Detail**

<b>Bid Format</b>	Electronic
<b>Submitted</b>	December 2, 2019 8:47:24 AM (Pacific)
<b>Delivery Method</b>	
<b>Bid Responsive</b>	
<b>Bid Status</b>	Submitted
<b>Confirmation #</b>	196755
<b>Ranking</b>	0
<b>Amount</b>	\$0.00

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

File Title	File Name	File Type
COST FILE	COST SHEET.pdf	Cost File
OCFA MAIN DOCUMENT	OCFA MAIN DOCUMENT- JA2397.docx	RFP Required Response Forms
ALL ESTIMATES	ALL ESTIMATES.pdf	General Attachment



West Coast Lights & Sirens

Orange County Fire Authority Bid

Bid I.D.#JA2397

12/4/2019



www.wels.us  
601 Columbia Ave Ste A  
Riverside Ca 92507  
951.779.9257

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## 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:** Form A
2. **Statement of Qualifications:** Form B
3. **References:** Form C
4. **Project Approach/Scope of Work:** Form D
5. **Pricing Page:** Form E
6. **Party Participant and Agent Disclosure Forms:** Form F
7. **W-9:** Form G
8. **Offeror's information:** Form H
9. **Certification of Proposal:** Form I
10. **Sample Professional Services Agreement:** Form J



**FORM 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. **Understanding of Requested Services:** A brief summary of the Proposer's understanding of the objectives outlined in the scope of work with a commitment to provide the services in accordance with its proposal and the terms and conditions of any contract, which may be awarded pursuant to this RFP.
- c. A statement to the effect that the proposal shall remain valid for not less than one hundred and eighty (180) days from the date proposals are due.
- d. **Potential Conflicts:** Provide a brief statement as to whether Proposer and/or Proposer's partners, subcontractor(s), joint venture associates, or any other individual or entity of Proposer's team has any potential conflicts that may arise in the performance of the services requested in this RFP.
- e. **Agreement Exception:** A brief statement indicating whether Proposer does or does not take exception to the sample agreement included as Form J. If a proposer takes exception to the language in the agreement Proposer must create an additional attachment labeled "Exceptions to Agreement" and submit it with its proposal.

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.



www.wcls.us  
601 Columbia Ave Ste A  
Riverside Ca 92507  
951.779.9257

## Letter of Transmittal

December 4, 2019

Mitchel Gonzalez: Sales Manager  
West Coast Lights & Sirens  
601 Columbia Ave. Unit A & B  
Riverside, CA 92507  
951-779-9257  
[Mitchel@wcls.us](mailto:Mitchel@wcls.us)

James Aguila  
Assistant Purchasing Agent  
OCFA Purchasing Department  
Orange County Fire Authority

Dear Mr. Aguila:

West Coast Lights and Sirens fully understands the objectives outlined in the scope of work with a commitment to provide the services in accordance with RFP No. JA2397. We understand that we are installing equipment various vehicle classes. We are aware of the quality expected and can meet the standards.

The following estimates: #9544-9552 will remain valid for 180 days from December 4, 2019.

Potential conflicts we can foresee are if the customer (OCFA) does not supply the correct parts outlined in this bid or if parts provided are not in working order. Customer supplied parts must also be supplied in a timely manner and must be intended to work jointly with parts outlined in bid spec. Other conflicts that might arise are if manufactures parts are delayed due to volume of orders not pertaining to ours.

Per the Exception Agreement in Exhibit J, we are not exempt.

Sincerely,

Mitchel Gonzalez  
Sales Manager  
West Coast Lights & Sirens

## FORM B: STATEMENT OF QUALIFICATIONS

Offerors shall prepare a statement of qualifications that shows the ability, capacity, experience, and skill of the Offeror, their staff, and their employees to provide the equipment and perform the services required. The statement of qualifications should include, at a minimum, responses to the following. Use additional pages as necessary.

### 1. Firm Overview:

- a. Provide a brief profile of the individual or firm, including information regarding major services provided, facility locations, number of years in business, number of employees and number of clients you have currently.
- b. Describe the firm's qualifications and experience performing installation services of a similar nature for public agencies, municipalities, or other governmental agencies, demonstrating capability to provide the scope of services as requested in this RFP.

### 2. Team Organization and Structure:

- a. Provide an organization chart detailing the proposed project team who will be working on this project and their specific responsibilities with respect to the scope of work.
- b. Provide a brief resume for the technicians who will actually be performing the work listing their specific qualifications and experience with similar projects. Experience with other public agencies, municipalities, or other governmental agencies should also be included.
- c. Provide a list of proposed subcontractors, if any, their office locations, and work proposed to be performed. Identify subcontractors by name, address, contact person, email, telephone number, and project function. Describe Proposer's experience working with each subcontractor. Describe role of proposed subcontractor. Include information on major clients and projects they have worked on relative to the services requested of this RFP or similar projects.

3. **Relevant Installation Experience:** Use this section to indicate the areas of expertise of your firm and how that expertise will benefit OCFA. This section should identify a list of similar projects that the firm has recently completed for comparable agencies. Projects listed in this section of the statement of qualifications should address the firm's specific experience and explain how it is applicable to the types of work described in this solicitation.



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## STATEMENT OF QULIFICATION

West Coast Lights & Sirens has been in business since 2007 and specializes in the installation of emergency vehicle equipment. We work on a wide variety of vehicles for agencies all throughout California. We have about 40 dedicated full-time employees that are primarily doing installation and vehicle up fits. We have a custom fabrication shop and two full-time fabricators. This allows us to perform modifications that meet our customers' requirements. Our employees are the main reason we are a Ford Qualified Vehicle Modifier (QVM). QVM holds us to a certain standard on materials and techniques used when modifying a vehicle. We also go through annual audits by Ford and have to maintain a level of continuous improvement.

The majority of our staff members are qualified to be working on OCFA vehicles. However, we divide the shop up into groups. Each group has a lead tech that manages the work flow and assigns duties. Each group is also assigned a particular agency. This group will then build every vehicle by that agency. In this instance we will assign the Chevy's to a group that has previously built OCFA vehicles in the past.

- *Rexx Revelle*- is our most experienced and diverse employee. He has been with us since we opened and is our shop foreman. He will be in charge of scheduling vehicle work and completion. He will also ultimately be the one assigning the project to a crew based off of crew familiarity and work load. He will also have oversight of the project and monitor its progress. Lastly, he will be the one to quality control the vehicle to verify completion.
- *Johnny Abyad*- is one of the most experienced techs we have and has been with us for many years. He was in charge of overseeing the previous vehicles built and making sure we had proper equipment and tools for the job. Besides the customer he will provide insight and guidance when needed.
- *Kevin Clarke*- is also a very experienced tech who has been with us for several years. He also has his basic EVT and Managerial certification. Kevin was the lead tech on previous OCFA vehicles and understands the level of quality and workmanship that OCFA expects. He will also provide support and guidance to other techs working on the vehicle.

The whole shop may be divided into groups but ultimately, we work together as a team to complete more complex builds.

All work will be done in house at WCLS location. This includes all mounting of lights, running of wires, custom fabrication and the majority of work to complete the project. The only thing that will be subcontracted out will powder coating and or rhino lining. If powder coating is needed,



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we will send out equipment to B&B powder coating. For Rhino Lining, we will send the equipment to our local Ford dealership Raceway Ford.

Sincerely,

Mitchel Gonzalez  
Sales Manager  
West Coast Lights & Sirens

**FORM C: REFERENCES**

Provide a list of the five most recently completed vehicles for which the Respondent has performed similar upfitting services for public entities, preferably located in Southern California. This list shall include:

1. Description of the installation service performed with photos of the project.
2. Reference contact information to include:
  - a. Organization name & address
  - b. Contact person,
  - c. Telephone number,
  - d. Email address,

OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company. 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.





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## References

### **Redlands Fire Department:**

Contact Info:

Name: Jim Topoleski

Email: [JTOPOLESKI@REDLANDSFIRE.ORG](mailto:JTOPOLESKI@REDLANDSFIRE.ORG)

Work performed for Redlands fire was on a 2017 Ford F-250. This is one of three command vehicles that we have built in the last three years. The vehicle is NFPA compliant with all lights and sirens. The build consisted of multiple custom fabrication components. This includes: the rear command/storage box, light brackets, headset brackets and other components. The vehicle is also equipped with a complete intercom system by CSI. Lastly, the vehicle is running on a shore power/inverter combo charging system. It is accompanied with auxiliary batteries to power emergency equipment.

Please see Appendix A for pictures.

### **LAX:**

Contact Info:

Name: Erik Perez

Phone number: N/A

Email: [EPEREZ@lawa.org](mailto:EPEREZ@lawa.org)

Work performed for LAX was on a new model Chevy Tahoe. This is one of several K9 units we had built for LAX, but one of the few Tahoe's. The vehicle is built for a K9 transport unit and has a full lights and sirens package. The majority of the metal in the vehicle is Troy Products besides the kennel. The vehicle also has a rear storage box with a custom-built platform that holds the electrical equipment.

Please see Appendix B for pictures.

### **Colton P.D.**

Contact Info:

Name: Mike Aldrich

Phone number: N/A

Email: [MALDRICH@COLTONCA.GOV](mailto:MALDRICH@COLTONCA.GOV)

Work performed for Colton P.D. was on a new model Chevy Tahoe. The is one of their command units we built to respond to appropriate situations. The vehicle build consists of a full lighting and siren package. The vehicle also has a Troy Products console and rear partition. The rear command box was custom built in house with a lower Troy storage box. The electronics equipment was placed on the back side of the command box behind a Lexan cover.

Please see appendix C for pictures.



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**Ontario Fire Department:**

Contact Info:

Name: Joshua Blassingham

Email: JBLASSINGHAM@ONTARIOCA.GOV

Work performed for Ontario Fire was on a 2016 Chevy Silverado 2500 HD. This vehicle was a complete command unit for the city. This vehicle is also set up to be NFPA compliant with necessary lights and sirens. The vehicle also has several custom fabrication components, including: under storage area for electronical equipment, custom center console for radios and intercom system, TV pop up, and other miscellaneous light brackets. There is a slide out and command box in the rear of the truck. The command box is prebuilt by Troy with slight modifications. A CSI intercom system was also installed in the vehicle. Lastly, the vehicle is also running on a shore power/inverter combo charging system and auxiliary batteries.

Please see Appendix D for picture.

Sincerely,

**Palm Springs Fire:**

Contact Info:

Name: Jaime Macias

Phone number: N/A

Email: [Jaime.Macias@palmspringsca.gov](mailto:Jaime.Macias@palmspringsca.gov)

Work Performed for Palm Springs Fire was on a new model Chevy Tahoe. The vehicle was built as a fire command unit and to respond to appropriate situations. The majority of the metal in the vehicle is Troy Products. We also custom-built storage equipment off of the rear command box of entry tools, ice chest, SCBA and out electrical equipment. The vehicle also has a Sigtronics intercom system and Kussmaul charger.

Please see appendix E for pictures

Mitchel Gonzalez  
Sales Manager  
West Coast Lights & Sirens



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## Appendix A: REDLANDS FIRE

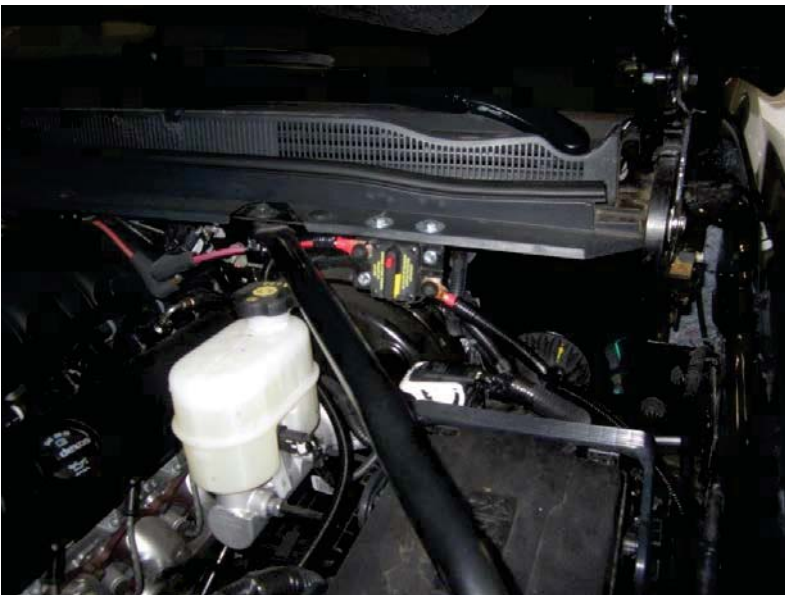






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## Appendix B: LAX





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## Appendix C: Colton P.D.

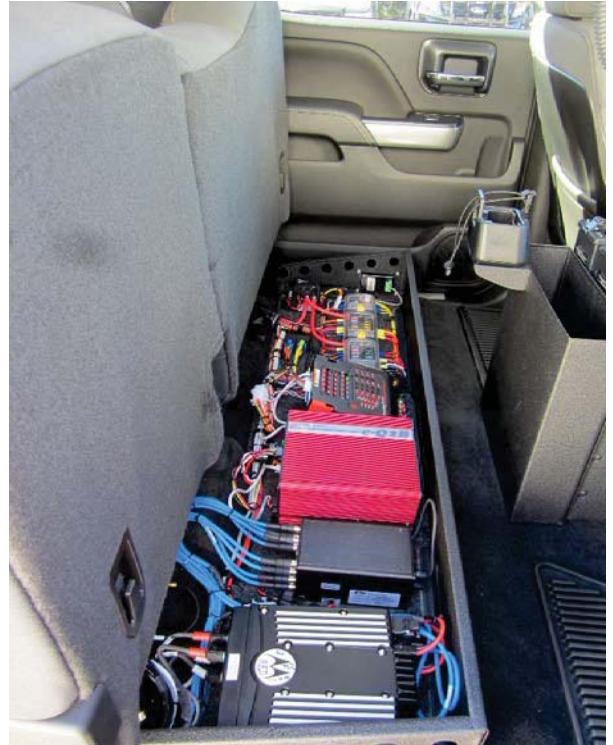






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## Appendix D: Ontario P.D.





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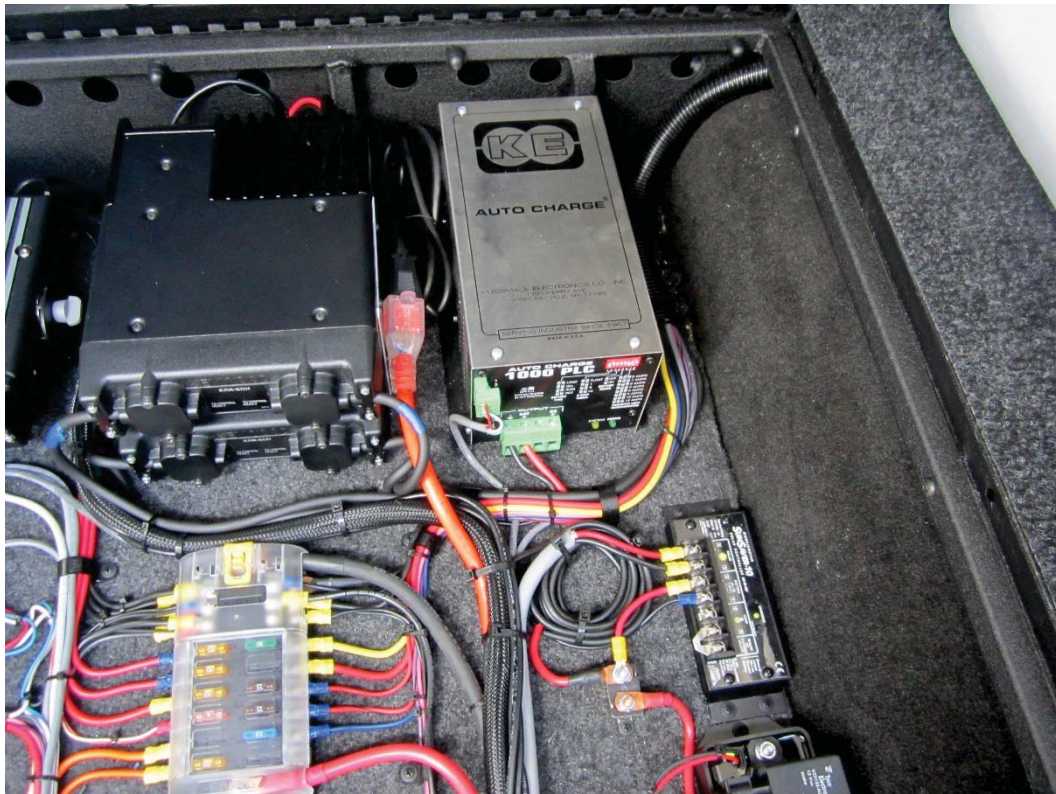
## Appendix E: Palm Springs Fire







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**FORM D: PROJECT APPROACH/SCOPE OF WORK**

Offerors shall provide detailed responses to the following objectives that describes how the respondent intends to provide the requested services set forth in the Scope of Work. Use additional pages as necessary to provide detailed responses.

1. Using the Scope of Work as a guide, provide a narrative which illustrates in detail your proposed approach to be used to conduct the tasks of this project as outlined in the scope of work. Include information on how the OCFA account will be managed, supported, and staffed and the manner in which each project will be supervised; and the manner in which coordination with OCFA will be attained.
2. Provide the address of your installation facility. Include a narrative of the size of the facility and any characteristics that bring added value to this contract.
3. Explain how OCFA vehicles will be secured at your facility.
4. Provide an explanation of any training and/or safety measures that exist to ensure that OCFA vehicles are not damaged when being worked on or moved within the facility or when being picked up or dropped off at OCFA facilities.
5. Provide an overview of available parts and/or value added services available at or through your facility that bring value to this contract.
6. Explain your quality control process to ensure that vehicles are complete and fully functional upon delivery.
7. What processes do you have to ensure that installations are completed in a timely and efficient manner? Explain how you ensure vehicles are delivered by the date and time committed to.
8. Provide and demonstrate your understanding of the technical installation requirements.
9. Explain your change order process.
10. Provide and demonstrate your understanding of the technical installation requirements.
11. Detail your approach and timelines for ordering equipment and installation per vehicle if required.
12. Discuss your approach for repairs, service and warranty issues. How will they be accomplished?
13. Detail your services after the initial installation.
14. Discuss the length of time to complete a new install from the time you have possession of the vehicle to total completion.
15. Provide information on your current workload and how projects will be accomplished with staff.
16. Provide a sample of a work/task request form and/or process that your firm currently uses and indicate how it can be made to work with the proposed OCFA approach.
17. Provide any particular strengths or uniqueness of your firm.



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## PROJECT APPROACH

West Coast Lights and Sirens operates in a 32,000 square foot building. The building is equipped with 7 large work stations, giving us the ability to work on multiple vehicles at the same time. All vehicles that we are currently working are either stored inside of the building or stored in a locked and gated yard attached to our building. We also have security cameras though the whole building and yard where the cars are stored.

While working on your vehicles we will take many precautions in making sure that the vehicle is not damaged. When a vehicle is being worked on it stays in its designated station from the start of the job until its finished. This reduces the need to move the vehicle. We also wrap highly occupied parts of the vehicle in a 3M plastic to avoid scratches. Once the vehicles are done and ready to be picked up, we store them in our secured side lot or leave them in the building.

Our facility is complete with a custom fabrication area so we have the ability to make and modify any necessary parts. Our parts department is fully stocked with the proper hardware and electrical components needed to preform your job. Once we get approved for a job by our customers, our parts department will determine what parts we need and will get them on order as soon as possible.

When a vehicle gets checked into to our facility, we start what is called a "write up," and on this form it has 3 boxes for our technicians to sign (headlights and taillights, firewall and light bar). When the technician completes a step, they sign off on it saying that they have checked to make sure everything is sealed and in working order. Once the vehicle is completed it goes through one more final check by our quality control employee. This employee will examine the vehicle and make sure all the equipment is working properly.

When a vehicle comes to our facility to get outfitted, we assign one team of employees to complete the job. They work on one vehicle(s) until the job is done. We do not schedule the vehicle to come to our facility until we have all the parts needed for the build, this ensures that when we start on the build we can finish in a timely manner. If a customer is providing any parts or equipment, it needs to be at our facility and be working properly in order to ensure we stay on track for the build. Our shop foreman also oversees each build to make sure build is moving at a good pace.

All the technicians at West Coast Lights and Sirens are EVT Certified (Emergency Vehicle Technician). As part of our QVM Certification we hold bi-weekly in-house training classes for our employees, this ensures that our employees stay up to date on installation requirements. It also helps the shop become more uniform for every department.

Once an estimate gets approved by our customer and we receive a Purchase Order, we order parts as soon as possible. We then base our scheduling around the time the parts will be at our





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facility and other factors. If parts are being provided by the customer, we will work directly with them to ensure that we schedule the vehicle to come in around the same time they are sending the required parts.

West Coast Lights and Sirens offers a 1 year in house warranty on all installation. Manufacture warranty takes over after the 1-year warranty expires. All warranty repairs will be done at WCLS location unless otherwise agreed upon.

The projected length to complete the 3 vehicles will be 2-3 weeks once the vehicle is received and we have ALL parts including customer supplied. The first vehicle will take about 1 ½ weeks to complete. The other 2 vehicles time frame will shorten then after. We will build vehicles one at a time.

Our current workload is very consistent and manageable. The scheduling staff is very good at scheduling builds with the appropriate amount of time needed to complete. We have a great staff and excellent management so all of our employees work well together and we have a high success rate at meeting our deadlines.

As part of QVM we weigh all Ford vehicle in our shop to get a final weight when we are completed with our up-fit. Upon request we can weigh your Chevrolet's at the end to get a final weight. If the vehicle was to get into an accident after the build you can show that the vehicle was not overweight and the brakes could still handle the load of the vehicle.

Sincerely,

Mitchel Gonzalez  
Sales Manager  
West Coast Lights & Sirens



**FORM E: PRICING PAGE**

**PROPOSAL COSTS** - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal.

The contractor shall submit a firm-fixed price quote to perform all the work required in accordance with the Statement of Work. The contractor's price shall be their fully burdened rate which includes all costs associated with the performance of any services, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, and facilities.

The OCFA reserves the right to award multiple contracts, therefore separate contracts may be awarded, if it is deemed to be in the best interest of the OCFA.

**FEES AND CHARGES – Payment shall be made in accordance with the provisions of this Contract.**

- A. **Hourly Labor Rate:** The prices stated below shall include the contractor's fully burdened rate including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, delivery, etc.

Position TECHNICIAN

1. Regular Hourly Rate (7:00 a.m. to 4:00 p.m.): \$ 80 per hour

2. Overtime Hourly Rate: \$ 100 per hour

Position TECHNICIAN

1. Regular Hourly Rate (7:00 a.m. to 4:00 p.m.): \$ 80 per hour

2. Overtime Hourly Rate: \$ 100 per hour

Position TECHNICIAN

1. Regular Hourly Rate (7:00 a.m. to 4:00 p.m.): \$ 80 per hour

2. Overtime Hourly Rate: \$ 100 per hour

- B. **Materials Costs:** Equipment purchased by the Contractor not specifically listed above shall be charged the Contractor's actual cost of the parts (including all applicable taxes) plus the percentage stated below:

1. Contractor Cost + 20 %

Contractor must submit their cost invoices for parts along with billings to OCFA for payment processing. This requirement is MANDATORY. OCFA shall not process payments for parts without Contractor's cost invoices for parts. NOTE: OCFA reserves the right to supply any parts required to perform repairs.

## ESTIMATED INSTALLATION COSTS

	(A) Estimated Cost for Equipment, Parts, Materials, & Consumables	(B) Hourly Labor Rate	(C) Estimated # of Hours to Complete	Total Estimated Upfitting Cost = A + (B x C)	Estimated # of Delivery Days Per Vehicle
Class A – Type 1 Engine	\$1,000.00	\$80.00	450 HRS	\$37,000.00	65 DAYS
Class A – Type 3 Engine	\$1,000.00	\$80.00	450 HRS	\$37,000.00	65 DAYS
Class A – Truck TDA	\$1,000.00	\$80.00	450 HRS	\$37,000.00	65 DAYS
Class B – BC Command Suburban	\$1,000.00	\$80.00	550 HRS	\$45,000.00	75 DAYS
Class C – Mid Size 4x4 (Chevy Colorado)	\$400.00	\$80.00	270 HRS	\$22,000.00	50 DAYS
Class C – Full Size 4x4 (Ram 2500)	\$600.00	\$80.00	300 HRS	\$24,600.00	60 DAYS
Replacement of a VHF or 800 MHz Radio in a Class A Vehicle	\$40.00	\$80.00	75 HRS	\$6,040.00	14 DAYS
Replacement of an MDC in a Class A Vehicle	\$40.00	\$80.00	75 HRS	\$6,040.00	14 DAYS
Replacement of a VHF or 800 MHz Radio in a Class B Vehicle	\$40.00	\$80.00	30 HRS	\$2,440.00	5 DAYS
Replacement of an MDC in a Class B Vehicle	\$40.00	\$80.00	30 HRS	\$2,440.00	5 DAYS

**FEES AND CHARGES – Payment shall be made in accordance with the provisions of this Contract.**

**C. Round Trip Pickup/Delivery Cost:** from OCFA HQ:

Class "A" Emergency Response "Custom Built" Apparatus	\$ <u>225</u>	Per Round Trip Cost
Class "B" – Emergency Response "Light Vehicles"	\$ <u>225</u>	Per Round Trip Cost
Class "C" – Administrative and Support Vehicles	\$ <u>225</u>	Per Round Trip Cost
Class "D" – Specialty Vehicles	\$ <u>225</u>	Per Round Trip Cost

**D. Warranty Information:** Please provide the applicable warranty information and timeframes for the following:

**Parts:** MANUFACTURE WARRENTY

**Labor:** 1 YEAR

**E. Proposed Fee Schedule for Additional Services:** Please provide pricing and information for additional services not included above. Include a list of other categories which are expected to be paid by OCFA and a basis for any additional compensation which would be requested by your firm. Include any applicable hourly rates and/or flat rates to provide these services:

**GOVERNMENT / CO-OPERATIVE CONTRACT:** Is your pricing based on a Government or Co-operative contract? YES \_\_\_\_\_ NO X

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

**"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 \_\_\_\_\_

**ADDITIONAL INFORMATION –** Provide any additional information you would like OCFA to consider:

## **FORM F: PARTY AND PARTICIPANT DISCLOSURE FORMS**

**Campaign Contributions Disclosure:** In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete the attached Party and Participant Disclosure Forms and submit as part of the proposal, **if applicable**.

Offeror is required to submit only one copy of the completed form(s) as part of its proposal. This/these form(s) should be included in the original RFP. The Offeror and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Offeror in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the OCFA Board of Directors takes action.

### **ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS**

**Joseph Muller, Chair**  
City of Dana Point

**David Harrington, Director**  
City of Aliso Viejo

**Rob Johnson, Director**  
City of Cypress

**Melissa Fox, Director**  
City of Irvine

**Don Sedgwick, Director**  
City of Laguna Hills

**Noel Hatch, Director**  
City of Laguna Woods

**Ed Sachs, Director**  
City of Mission Viejo

**Kathy Ward, Director**  
City of San Clemente

**Juan Villegas, Director**  
City of Santa Ana

**David John Shawver, Director**  
City of Stanton

**Vince Rossini**  
City of Villa Park

**Gene Hernandez, Director**  
City of Yorba Linda

**Donald P. Wagner, Director**  
County of Orange

**Shelley Hasselbrink, Director**  
City of Los Alamitos

**Elizabeth Swift, Director**  
City of Buena Park

**John R. O'Neill, Director**  
City of Garden Grove

**Michele Steggell, Director**  
City of La Palma

**Sandy Rains, Director**  
City of Laguna Niguel

**Neeki Moatazedi, Director**  
City of Lake Forest

**Carol Gamble, Director**  
City of Rancho Santa Margarita

**Sergio Farias, Director**  
City of San Juan Capistrano

**Thomas Moore, Director**  
City of Seal Beach

**Letitia Clark, Director**  
City of Tustin

**Tri Ta, Director**  
City of Westminster

**Lisa Bartlett, Director**  
County of Orange



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Orange County Fire Authority

RFP No. JA2345 2018 Chevrolet Tahoe Upfitting Services

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.

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

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

#### PARTY DISCLOSURE FORM

Party's Name: N/A

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: N/A

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): \_\_\_\_\_





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Orange County Fire Authority

RFP No. JA2345 2018 Chevrolet Tahoe Upfitting Services

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: N/A

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: N/A

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

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

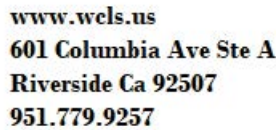
Amount(s): \_\_\_\_\_

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

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

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

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



RFP No. JA2397 Comm. Equipment Installation Services

**Form W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

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

<b>Part I Taxpayer Identification Number (TIN)</b>	
<p>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 nonqualified entity, see the Part I instructions on page 3. For other entities, it is your employer's identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p><b>Note.</b> 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.</p>	<p><b>Social security number</b></p> <p>____ - ____ - ____</p> <p>or</p> <p><b>Employer identification number</b></p> <p>42 - 17425564</p>

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must check one item 2 below 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 this certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here \_\_\_\_\_  
Signature of U.S. person \_\_\_\_\_ Date: 11-27-2019

**Future developments.** Information about developments affecting Ford W-9 (such as legislation enacted after we released it) will be as we go.

An individual or single Form W-9 recipient who is required to file an information return with the IRS must obtain your consent to your identifying number (TIN) which may be your social security number (SSN), or, if that taxpayer does not have a number, a TIN, adoption number or identification number (AIN), 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 1009-INT (interest earned or paid)
- Form 1009-DIV (dividends, including those from stocks or mutual funds)
- Form 1009-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1009-EB (broker or mutual fund sales and certain other transactions by brokers)
- Form 1009-ES (payments for real estate transactions)
- Form 1009-RC (research cost and third-party network transactions)

- Form 1042 (foreign company is owner), 1042-C (foreign company is owner), 1040-F (individual)
  - Form 1040-C (individual is owner)
  - Form 1042-C (foreign company is owner) and Form 1042 (foreign company is owner)
- The Form 1040-C only applies to a U.S. person (including a trust or estate), to provide your correct TIN.
- If you are not using Form 1040-C in this scenario with a U.S. person, you might be subject to backup withholding. See [What is backup withholding?](#) on page 2.
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct for you are making for a number you are using.
  2. Certify that you are not subject to backup withholding, or
  3. Certify compliance from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that an A/E, person, your spouse, child, or estate is not a taxpayer from a U.S. trade or business and is not subject to the withholding tax on foreign payee's share of effectively connected income, and
  4. Certify that all A/E codes entered on this form (if any) indicate that you are a normal from the FATCA reporting is correct. See [What is FATCA reporting?](#) on page 2 for further information.

Cat. No. 102343

Form W-9 (Rev. 12-31-15)





www.wcls.us  
601 Columbia Ave Ste A  
Riverside Ca 92507  
951.779.9257

Orange County Fire Authority

RFP No. JA2397 Comm. Equipment Installation Services

### FORM 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: West Coast Lights + Sirens, Inc.

FIRM PARENT OR OWNERSHIP: N/A

ADDRESS: 601 Columbia Avenue, Unit B, Riverside, CA 92507

FIRM TELEPHONE #: 951-779-9257 FIRM FAX #: 951-779-9256

FIRM'S TAX I.D. NUMBER: 42-1742554 INCORPORATED: YES ☒ NO ☐

LEGAL FORM OF COMPANY: (partnership, corporation, joint venture): C-Corporation

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: 12 years

LENGTH OF TIME AT CURRENT LOCATION: 5 years

NUMBER OF EMPLOYEES: 40 NUMBER OF CURRENT CLIENTS: 100 +

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

NAME: Patricia Reeves TITLE: Treasurer

TELEPHONE #: 951-779-9257 E-MAIL: TRISH@WCLS.US

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

NAME: Sarah Reeves TITLE: QC/Scheduling/OPS

TELEPHONE #: 951-779-9257 E-MAIL: Sarah@WCLS.US



www.wcls.us  
601 Columbia Ave Ste A  
Riverside Ca 92507  
951.779.9257

Orange County Fire Authority

RFP No. JA2397 Comm. Equipment Installation Services

### FORM I: CERTIFICATION OF PROPOSAL

In responding to RFP JA2284 – US&R Utility Truck Upfitting Services, the undersigned Offeror(s) agrees to provide services to OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this proposal, and the resulting Professional Services Agreement. **If there are any exceptions to or deviations from the terms of the Professional Services Agreement (Form K), they must be stated in an attachment included with the offer.** Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Form K.

- 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: West Coast Lights & Sirens, Inc.  
ADDRESS: 601 Columbia Ave., Unit B  
CITY: Riverside STATE: CA ZIP CODE: 92507  
PRINTED NAME: Patricia Reeves TITLE: Treasurer  
SIGNATURE OF PERSON AUTHORIZED TO SIGN: [Signature] DATE: 11-27-2019





**REQUEST FOR BEST AND FINAL OFFER**  
**RFP JA2397 – COMM. EQUIPMENT INSTALLATION SERVICES**

**DATE BEST AND FINAL OFFER REQUESTED: February 4, 2020**  
**DUE DATE FOR BEST AND FINAL OFFER: February 10, 2020 at 5:00PM**

**West Coast Lights and Sirens**  
[mitchel@wcls.us](mailto:mitchel@wcls.us)

Dear Mitchel Gonzalez,

Your firm, West Coast Lights and Sirens (WCLS), submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA). WCLS, 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.

West Coast Lights and Sirens, 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. February 10, 2020**. 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](mailto: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 Communication Equipment Installation 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 "Mitchel Gonzalez".  
\_\_\_\_\_  
Signature of Person Authorized to Sign

Mitchel Gonzalez  
\_\_\_\_\_  
Printed Name

2/10/2020  
\_\_\_\_\_  
Date

Sales Manager  
\_\_\_\_\_  
Title



**BEST AND FINAL OFFER PRICING****FEES AND CHARGES – Payment shall be made in accordance with the provisions of this Contract.**

- A. **Hourly Labor Rate:** The prices stated below shall include the contractor's fully burdened rate including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, delivery, etc.

Position \_\_\_\_\_TECHNICIAN\_\_\_\_\_

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$\_\_\_80\_\_\_per hour

2. Overtime Hourly Rate: \$\_\_\_100\_\_\_per hour

Position \_\_\_\_\_TECHNICIAN\_\_\_\_\_

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$\_\_\_80\_\_\_per hour

2. Overtime Hourly Rate: \$\_\_\_100\_\_\_per hour

Position \_\_\_\_\_TECHNICIAN\_\_\_\_\_

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$\_\_\_80\_\_\_per hour

2. Overtime Hourly Rate: \$\_\_\_100\_\_\_per hour

- B. **Materials Costs:** Equipment purchased by the Contractor not specifically listed above shall be charged the Contractor's actual cost of the parts (including all applicable taxes) plus the percentage stated below:

1. Contractor Cost + \_\_\_20\_\_\_%

Contractor must submit their cost invoices for parts along with billings to OCFA for payment processing. This requirement is MANDATORY. OCFA shall not process payments for parts without Contractor's cost invoices for parts. NOTE: OCFA reserves the right to supply any parts required to perform repairs.

- C. **Round Trip Pickup/Delivery Cost:** from OCFA HQ:

Class "A" Emergency Response "Custom Built" Apparatus \$\_\_\_225\_\_\_Per Round Trip Cost

Class "B" – Emergency Response "Light Vehicles" \$\_\_\_225\_\_\_Per Round Trip Cost

Class "C" – Administrative and Support Vehicles \$\_\_\_225\_\_\_Per Round Trip Cost

Class "D" – Specialty Vehicles \$\_\_\_225\_\_\_Per Round Trip Cost

## BEST AND FINAL OFFER FOR ESTIMATED INSTALLATION COSTS

	(A) Estimated Cost for Equipment, Parts, Materials, & Consumables	(B) Hourly Labor Rate	(C) Estimated # of Hours to Complete	Total Estimated Upfitting Cost = A + (B x C)	Estimated # of Delivery Days Per Vehicle
Class A – Type 1 Engine	\$300.00	\$80.00	115 HRS	\$9500.00	17 DAYS
Class A – Type 3 Engine	\$300.00	\$80.00	110 HRS	\$9100.00	17 DAYS
Class A – Truck TDA	\$300.00	\$80.00	110 HRS	\$9100.00	17 DAYS
Class B – BC Command Suburban	\$500.00	\$80.00	225 HRS	\$18500.00	30 DAYS
Class C – Mid Size 4x4 (Chevy Colorado)	\$400.00	\$80.00	95 HRS	\$8000.00	15 DAYS
Class C – Full Size 4x4 (Ram 2500)	\$400.00	\$80.00	115 HRS	\$9600.00	17 DAYS
Replacement of a VHF or 800 MHz Radio in a Class A Vehicle	\$40.00	\$80.00	15 HRS	\$1240.00	2 DAYS
Replacement of an MDC in a Class A Vehicle	\$40.00	\$80.00	15 HRS	\$1240.00	2 DAYS
Replacement of a VHF or 800 MHz Radio in a Class B Vehicle	\$40.00	\$80.00	10 HRS	\$840.00	2 DAYS
Replacement of an MDC in a Class B Vehicle	\$40.00	\$80.00	10 HRS	\$840.00	2 DAYS

**ORANGE COUNTY FIRE AUTHORITY  
AMENDMENT NUMBER TWO  
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 1st day of February 2020, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and 911 Vehicle Com, Inc., a Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement on the 23<sup>rd</sup> day of August, 2018, for vehicle communications installation services ("Original Agreement"); and

WHEREAS, OCFA and Firm entered into that certain First Amendment to the Agreement on October 24, 2019 ("First Amendment"), extending the term of the Original Agreement through January 31, 2020; and

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

WHEREAS, the Parties desire to enter into this Second Amendment to: (1) increase the existing total contract value of \$240,000 by \$200,000 for services rendered through January 31, 2020 for a new adjusted total contract value of \$440,000, and (2) extend the term of the Agreement through February 29, 2020, to allow payment of outstanding invoices as approved by the OCFA's Executive Committee on February 27, 2020.

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

**AGREEMENT**

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Compensation of Firm.** Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

**"3.1 Maximum Contract Amount"**

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Exhibit "A" in an amount not to exceed \$440,000. The maximum amount of OCFA's payment obligations under this Agreement is the amount specified in this section ("Maximum Contract Amount").

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

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 but not exceeding February 29, 2020, unless extended by mutual agreement of the parties."

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

5. The persons executing this Second Amendment on behalf of the Parties warrant that they are duly authorized to execute this Second Amendment on behalf of said Parties and that by so executing this Second Amendment the Parties are formally bound to the provisions of this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the dates stated below.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

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

By: \_\_\_\_\_

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

**"FIRM"**

**911 VEHICLE COM, INC.**

Date: 2/12/2020

By:  \_\_\_\_\_

Dan Walters  
President

Date: 2/12/2020

By:  \_\_\_\_\_

Mark Attaway  
Chief Executive Officer



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

**Executive Committee Meeting**  
**February 27, 2020**

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

**Architectural and Construction Management Services for  
OCFA Renovation Project: Fire Station 41 Air Operations**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6801

Patrick Bauer, Property Manager

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

714.573.6471

**Summary**

This agenda item is submitted for approval to increase the professional services agreement with Black, O'Dowd & Associates (BOA) and issue a one-time Purchase Order for architectural and construction management services over the course of a two-year period for the planned renovations of OCFA Fire Station 41, and to approve contract funds for additional station projects.

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

Not Applicable.

**RECOMMENDED ACTION(S)**

1. Approve and authorize the Purchasing Manager to issue a one-time Purchase Order in the amount of \$135,000 for OCFA Renovations Project: Station 41 Air Operations.
2. Approve and authorize the Purchasing Manager to increase the professional services agreement with Black, O'Dowd and Associates by \$150,000 to an amount not to exceed \$250,000 annually.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the Regional Fire Operations and Training Center - Training Grounds project has been approved in the Adopted FY 2019/20 Capital Improvement Program Budget, specifically in Fund 12110 General Fund - Capital Improvement Projects.

**Background**

***Project Description***

The Station 41 project includes design, preconstruction and construction management services for renovations of living facilities and dormitory privacy to accommodate 8 overnight staff, expanded living area, larger kitchen area, additional bathrooms, a pilot ready room and office expansion. We anticipate the total duration of the project to last 18 months, including 8 months of preconstruction and 10 months of construction. Although the scope of this project is limited, the need to minimize disruption of the occupants will require extensive phasing, which will prolong the schedule.



Also, in support of OCFA's Inclusive Facilities project, BOA and other pre-qualified external Project Engineers, will work with OCFA's Logistics and Operations staff to conduct a comprehensive study targeted at improving OCFA's inclusive environment. The project team will survey existing fire station facilities and develop recommendations and options for scope, cost and sequencing for fire station modifications.

### ***Selection of Firm***

On March 7, 2019, Request for Qualifications RO2362 was issued to establish multiple annual contracts for capital improvement and construction related professional services on an as-needed basis. Final qualifications were due April 4, 2019, and 36 proposals were received. BOA submitted a responsive proposal, was deemed qualified by staff and, as such, was awarded a professional services agreement for as-needed services. In accordance with California Government Code 4526, OCFA must select a project management firm "on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required."

BOA is the preferred vendor to provide needed design and professional services, as well as monitor and ensure that construction services are in accordance with the project plans and specifications. BOA has designed and managed numerous public construction projects, including new construction and tenant improvement projects for public safety agencies and municipal airport improvements.

### ***Recommendation***

Staff is recommending approval to authorize the Purchasing Manager to increase the professional services agreement and issue a one-time Purchase Order with Black, O'Dowd & Associates for architectural and construction management services as follows:

<b>Project Phase</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>
<b>Renovation Project - Station 41 Air Operations</b>			
<i>Pre-Design and Preliminary Schematics</i>	\$22,700	\$0	\$0
<i>Final Submittals and Construction Support</i>	\$0	\$100,200	\$0
<i>Project Closeout</i>	\$0	\$0	\$12,100
<b><i>Project Total:</i></b>	<b>\$22,700</b>	<b>\$100,200</b>	<b>\$12,100</b>
<b>Total Purchase Order Amount (expended over three fiscal years):</b>			<b>\$135,000</b>
<b>Contract Funds Available for Inclusive Facilities Project</b>			
<i>Fire Station Facility Study</i>	\$227,300	\$149,800	\$237,900
<b><i>Total Annual Agreement Not to Exceed:</i></b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>
<b>Total Amount Available for Inclusive Facilities Project:</b>			<b>\$615,000</b>

### ***Attachment(s)***

1. Proposed Amendment One
2. Black, O'Dowd & Associates Fee Proposal



1511 Cota Avenue  
Long Beach, CA 90813  
Telephone: 562-912-7900  
Telephone: 310-832-2681

www.boaarchitecture.com

Mr. Patrick Bauer, Property Manager  
OCFA

Jan. 24, 2020

**Re: Fee Proposal for Architectural-Engineering Services for: OCFA Air Operations Interior Improvements**

Based on our meeting with you and Chief Tim Perkins on 1-13-20, we are pleased to submit our Scope of Work and Fee Proposal for Architectural-Engineering design documents sufficient for building permit and bidding to contractors for the interior improvements to the OCFA Air Operations at Fullerton Airport. The expansion and renovation of their facilities will meet OCFA's goals for expanded service, staff and equipment needs. An itemized fee spreadsheet and sketch floor plan showing location and scope of the improvements are also attached for reference.

**Scope of Work**

1. Site visit(s) to verify dimensions of impacted area, photos, site observation.
2. confirm as-built drawings based on the Client's CADD drawings.
3. Secure all relevant Client/City/County plancheck and building permit approvals.
4. Provide the customary PS & E (Plans, Specs, Estimate) for Public Works bidding to contractors.
5. Provide project management, meeting, and coordination with OCFA to expedite the project.
6. Construction Support (limited to the amt. of hours stated in the attached fee spreadsheet: jobsite meetings, response to RFI's, & submittals, etc. Construction is likely to occur in 2 phases to allow the facilities to remain operational during construction.
7. At 1<sup>st</sup> floor, add about 2000sf (within hangar space) for new large Pilot Ready Room, Turnout Storage, more office space, and possibly weight room. Renovate current 1<sup>st</sup> floor plan to accommodate expanded staff needs. Design new 1<sup>st</sup> floor plan in such a way to allow seamless circulation and functional flow with existing floor plan layout. To save on construction cost, as much as possible, minimize radical renovation/remodel of existing 1<sup>st</sup> floor.
8. At 2nd floor, add about 2000sf (within hangar space and above the 1<sup>st</sup> floor addition) for 8 private sleeping dorms, and 4 private shower/restrooms. Renovate current 2nd floor plan to accommodate expanded staff needs for larger kitchen, much larger dayroom, training room, omit gang locker room, and totally renovate shower/restrooms.
9. Design new 1<sup>st</sup> and 2<sup>nd</sup> floor plans with construction phasing in mind to allow the facilities to remain operational for Air Operations during the construction duration.
10. If at all possible, delete the North exit stair the street, and replace with new stair to access and exit to the hangar area for direct access to the Pilot ready Room and helicopters.
11. In the hangars, replace existing fluorescent light with new LED light fixtures. Provide new white color epoxy coating to existing slab.
12. Between Hangar #4 and #5, provide new 12' wide roll-up door.
13. At Hangar #4, completely remodel existing 1400sf interior space to accommodate Mechanic's Office, and large Training Room for about 30 people.
14. Provide assessment of existing HVAC condition electrical system, and make recommendations for repair/replacement.
15. At 1<sup>st</sup> and 2<sup>nd</sup> floor addition, provide structural-mechanical-electrical-plumbing engineering.

**Exclusions**

Client will provide all available drawings of their existing facilities, and that BOA will NOT provide the following:

1. Hazardous materials report
2. Soils-geotechnical Report
3. Topographic land survey and civil engineering.
4. Architectural services for new disabled access parking stalls, accessible path-of-travel, Airfield paving.

Our current workload is such that BOA Architecture can begin work immediately upon your Notice to Proceed. We are excited by the chance to do work for you and for OCFA. If you have any questions, please do not hesitate to contact me personally at (310) 480-7730 cell.

**BOA Architecture**

*Edward Lok Ng*  
Edward Lok Ng, Architect, LEED AP, President

*DATE 1-31-20*



# FIXED FEE PROPOSAL

## A & E Design:OCFA Air Operations Interior Improvements

date: Jan. 31, 2020

prepared by: BOA, Edward Lok Ng, Architect

Construction Cost Estimate: To Be Determined

prepared for: OCTA, Patrick Bauer

	HOURS	HR RATE	COST	TOTAL
<b>PRE-DESIGN</b>				
kick-off meeting to verify scope of work, obtain as-built dwgs.	4 hrs	150	600	
project management, confirm cost/work plan & prep field work	6 hrs	150	900	
program-functionality assessment; interview user staff	8 hrs	150	1,200	
site assessment, verify measurements & photos	12 hrs	100	1,200	
CADD	12 hrs	100	1,200	
				<b>5,100</b>
<b>ARCHITECTURAL SCHEMATIC DESIGN</b>				
preliminary design; floor plan options	16 hrs	150	2,400	
project management; coordination w staff, engineers	22 hrs	150	3,300	
CADD-3D modeling	80 hrs	100	8,000	
construction cost estimate	6 hrs	150	900	
meetings & coordination with Client	20 hrs	150	3,000	
				<b>17,600</b>
<b>ENGINEERING and EXPENSES</b>				
structural engineering			13,000	
mechanical			14,000	
plumbing			10,000	
electrical			19,000	
civil engineering			0	
land survey			0	
expenses for blueprints, photocopies, mailing, misc.			300	
				<b>56,300</b>
<b>ARCHITECTURAL CONSTRUCTION DOCUMENTS</b>				
CADD-3D modeling of construction document drawings	110 hrs	100	11,000	
refine and develop schematic design	10 hrs	150	1,500	
project management; coordination w staff, engineers	24 hrs	150	3,600	
meetings & coordination with Client	20 hrs	150	3,000	
specifications in CSI format	10 hrs	150	1,500	
construction cost estimate	6 hrs	150	900	
quality control	20 hrs	150	3,000	
City/County bldg-safety dept. submittal, approval, corrections	30 hrs	100	3,000	
				<b>27,500</b>
<b>DESIGN PHASE SUB-TOTAL FEE</b>				<b>\$106,500</b>
<b>CONSTRUCTION SUPPORT</b>				
pre-bid meeting, Bid RFI's	12 hrs	150	1,800	
pre-construction meeting	6 hrs	150	900	
project management, RFI & submittal response	80 hrs	150	12,000	
CADD-3D modeling	17 hrs	100	1,700	
construction site meetings, 2 punchlist meeting	80 hrs	150	12,000	
expenses for blueprints, photocopies, mailing, misc.			100	
				<b>28,500</b>
<b>TOTAL FEE</b>				<b>\$135,000</b>

### NOTES AND RESTRICTIONS

1. Construction Support services are limited to amount of hours indicated.
2. BOA will provide blueprints for Client meeting & submittals to Bldg & Safety Dept..
3. The Owner will provide all available accurate as-built dwgs. of existing facilities.
4. Client will be responsible for procurement of an asbestos/environmental report if required.
5. Client will provide all printing for bidding purposes to Contractors
6. Client will be responsible for procurement of soils-geotechnical report if required.

*Edward Lok Ng*  
DATE 1.31.20

# OCFA

## AIR OPERATIONS

RENOVATE FOR MECHANIC  
OFFICE AND LARGE TRAINING  
ROOM FOR 30 PEOPLE

VISITOR  
PARKING TO  
REMAIN

NO WORK

NEW OPENING WITH 12'  
WIDE ROOL-UP DOOR

HANGAR #5

HANGAR #6

HANGAR #7

### FIRST FLOOR PLAN

NO WORK

PROVIDE "EXITE" FLOOR WITH EPOXY PAINT  
AND REPLACE EXISTING LIGHTS WITH NEW  
LED TYPE.

GARAGE DOOR  
TO REMAIN

EXISTING 3000 SF  
TO BE RENOVATION

REMOVE STAIR IF POSSIBLE,  
FIND ANOTHER EXIT ROUTE

2ND FLOOR  
ADD APPROX 2000 SF  
WITH 8 SLEEPNG DORMS  
& 4 PRIVATE BATHROOMS

1ST FLOOR  
ADD APPROX 2000 SF WITH  
LARGE PILOT READY ROOM,  
TURNOUT STORAGE, MAYBE  
INDOOR WEIGHT ROOM

EXISTING 3000 SF  
TO BE RENOVATION

### SECOND FLOOR PLAN



Patrick Bauer, Project Manager  
OCFA

Feb. 3, 2020

**Re: Time Schedule for Fee Proposal for: OCFA Air Operations Interior Improvements**

Dear Patrick,

The following is our estimated project design and construction schedule from Notice-to-Proceed (NTP) thru 100% Construction Documents followed by construction.

Items of Work	Time	
NTP and Kick-off meeting, site observations, interview staff	0.5 month	
Submitted Schematic Design Drawings	1 month	
OCFA Review	0.5 month	
Submitted 50% Working Drawings	1.5 months	
OCFA Review	0.5 month	
Submit 90% Working Drawings, submit to Building Dept.	1.5 months	
OCFA & County-City Review	1.5 months	
<u>Submit 100% Working Drawings addressed City comments</u>	<u>1 month</u>	
<b>Total Design</b>		<b>8 months</b>
Bidding and Contract Negotiation	2.5 months	
Construction, Phase 1, Interior Addition	4 months	
Construction, Phase 2, Remodel Existing Interior	3 month	
<u>Closeout</u>	<u>0.5 month</u>	
<b>Total Construction</b>		<b>10 months</b>

If you have any questions, please do not hesitate to contact me personally at (310) 480-7730 cell.

BOA Architecture

Edward Lok Ng, Architect, LEED AP





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

**Executive Committee Meeting**  
**February 27, 2020**

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

**Adoption of Resolution Approving Amendments to  
OCFA Records Retention Schedule**

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**Contact(s) for Further Information**

Robert Cortez, Assistant Chief  
Business Services Department

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

714.573.6012

Sherry Wentz, Clerk of the Authority

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

714.573.6041

**Summary**

This agenda item is submitted for approval of amendments to the OCFA Records Retention Schedule.

**Prior Board/Committee Action**

The Board of Directors adopted the OCFA's Records Retention Schedule on July 27, 2000, and provided that future amendments be approved by the Executive Committee. The Executive Committee reviewed and approved amendments to the schedule on September 22, 2005, and again on January 24, 2013.

**RECOMMENDED ACTION(S)**

Approve and adopt the proposed Resolution entitled A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE ORANGE COUNTY FIRE AUTHORITY APPROVING THE AMENDED RECORDS RETENTION SCHEDULE.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

The Records Retention Schedule establishes orderly procedures for retaining OCFA records, and authorizes the respective Division/Section Manager, Clerk of the Authority, and General Counsel to evaluate each record series. It also allows for the purging of files of inactive records and disposing of obsolete records in a systematic manner.

The proposed amendments resulted from a review of the most recent Local Government Records Management Guidelines, published by the Secretary of State for California. The Guidelines are used as the basis for setting minimum retention periods. OCFA's Records Management Policy requires a review by the appropriate Division/Section Manager, Clerk of the Authority, and General Counsel, prior to destruction of any records, to determine if the records are of significant value and should be retained beyond the minimum requirement.

Several records, which may be destroyed per the minimum retention period, have been identified as documents having historic value to the OCFA and are proposed to be retained permanently for historic purposes (see attachment). These records include Board of Directors' and standing Board committees' agenda staff reports and corresponding attachments, and all Fire Service-Type Agreements, such as those for our member agencies and other fire service providers.

We have also amended the proposed retention schedule to include reference to current technology, such as Text Messages and PowerPoint presentations, which were not previously referenced in the prior adopted retention schedule, and it also reflects changes based upon the reorganization of OCFA departments.

The proposed Records Retention Schedule has been reviewed by all members of OCFA's executive management and General Counsel.

**Attachment(s)**

Proposed Resolution

**RESOLUTION NO. 2020-XX**

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE  
ORANGE COUNTY FIRE AUTHORITY APPROVING THE AMENDED  
RECORDS RETENTION SCHEDULE**

*WHEREAS*, the keeping of certain records is not necessary after a period of time for the effective and efficient operation of the Orange County Fire Authority; and

*WHEREAS*, Government Code Section 34090 et seq. provides the parameters for the destruction of records for cities (which is applicable to the Orange County Fire Authority) that have served their purpose and are no longer required; and

*WHEREAS*, the records retention schedule establishes orderly procedures for retaining OCFA records, and for disposing of records when they are no longer needed for administrative, fiscal, historical, or legal purposes – with due consideration for Government Code §34090 et seq. and other relevant state and federal laws and regulations; and

*WHEREAS*, these procedures will promote the efficient and cost-effective conduct of OCFA's business by reducing the number of records in the active file areas, eliminating unnecessary retention of duplicate or obsolete records, and providing for timely transfer of inactive records; and

*WHEREAS*, the program will enable OCFA to function efficiently with a minimum of storage space and file equipment, facilitate the retrieval of records, and establish a tradition of good records management for the Orange County Fire Authority.

*NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE COMMITTEE OF THE ORANGE COUNTY FIRE AUTHORITY, AS FOLLOWS:*

Section 1. That the attached amended Records Retention Schedule, listed as Exhibit A, is hereby approved. Further, the future disposition of the types of records generated or received by the Orange County Fire Authority, as listed in Exhibit A, is hereby authorized for disposition as outlined in accordance with Section 34090 et seq. of the Government Code of the State of California, upon the consent in writing of the Division/Section Manager, Clerk of the Authority, and General Counsel, without further action of the Board of Directors/Executive Committee.

Section 2. The destruction of any records as provided for herein shall be according to accepted records management procedures.

Section 3. Prior to each destruction of records, in accordance with Section 1 herein, the appropriate Division/Section Manager, the Clerk of the Authority, and the General Counsel of the Orange County Fire Authority shall provide written consent.

Section 4. This resolution is effective immediately upon its passage and adoption.

*PASSED, APPROVED and ADOPTED* this 27<sup>th</sup> day of February 2020.

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SHELLEY HASSELBRINK, CHAIR  
Board of Directors

ATTEST:

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SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

## ORANGE COUNTY FIRE AUTHORITY

## RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
	All Departments	Agendas General	2				GC34090	For internal committee meetings
	All Departments	Correspondence General	2				GC34090	If not attached to agreement or project file. Includes internal correspondence including, but not limited to Briefing Folder Memos
	All Departments	Correspondence Email	<del>30 days</del> +2				GC34090	Email retained on <del>employee's computer for 30 days;</del> transferred to server for 2 year retention with programmed automatic destruction implementation at 2 years; employee discretion to retain email for an additional period for historic purposes, <u>and if retained must comply with any PRA requests.</u>
	All Departments	Employees, All Personnel Records (copies)	2			X	GC34090; GC6250	Attendance; evaluations; drafts; worksheets; postings
	All Departments	Goals and Objectives	2				GC34090	
	All Departments	Legal Advertising <u>General</u>	4				CCP343, 349 et seq.; GC911.2; GC34090	Includes public notices, legal publications, proof of publication
	All Departments	Logs	2				GC34090	Including but not limited to, activity, complaints, claims, subpoenas, evidence, fire equipment and gear, fuel usage, resource orders, vendor registration. May be retained in database/computer program
	All Departments	Minutes Internal Meetings	2				GC34090; GC36814; GC40801	Minutes of internal committee meetings
	All Departments	Reports	2				GC34090	Non-Board/Committee agenda related, includes supporting documentation
	<del>All Departments</del>	<del>Reports Board of Directors/Committee Staff Reports</del>	<del>P</del>				<del>GC34090</del>	<del>Staff reports submitted to Board of Directors/Board Committee (Retention minimum is 2 years extended to P for historic purposes. Original reports maintained by Clerk of the Authority)</del>
	All Departments	Reports Federal and State*	P				GC34090a	*That may include code enforcement statistics and records affecting title to real property or liens thereon
	All Departments	Survey Data	2				GC12946, 34090, 29 CFR 516.6(2); 29 CFR 1602.14	Survey data extracted from forms. Includes classification, wage rates
	<u>All Departments</u>	<u>Text Messages</u>	<u>2</u>				<u>GC34090</u>	
	Clerk <u>Purchasing</u>	Acquisition/Disposition of Property	C+10				GC34090a; GC6254	Supporting documents re: sale, purchase, exchange, lease or rental of property by OCFA



# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
	Clerk	Agendas Board of Directors and Board Committees	P				GC34090	Original agendas and special meeting notices, including certificates of posting, original summaries, original communications for Board of Directors and Committees (Retention minimum is 2 years extended to P for historic purposes.)
	Clerk	Agenda Staff Reports Board of Directors/Board Committees	P		X		GC34090(d)	Documentation received, created and/or submitted to Board or Committee <u>including corresponding attachments</u> (Retention minimum is 2 years extended to P for historic purposes.)
	Clerk	Agreements and Contracts Approved by Board/Board Committees	P		X		CCP337.2, 343; GC53066; B&P7042.5; PU7685; 48 CFR:2	Includes leases, equipment, services, or supplies (Retention minimum is T+5 extended to P for agreements approved by Board/Committee action for historic purposes.)
	Clerk	Agreements and Contracts Capital Improvement	P		X		GC4004; GC34090a	Construction
	Clerk	Agreements and Contracts Development	P		X		CCP337, 337.1(a), 337.15; GC34090; 48 CFR 4.703	Infrastructure contracts, franchises.
	Clerk <u>Purchasing</u>	Agreements and Contracts <u>Excluding those identified below</u> <u>General</u>	T+5				CCP337.2, 343	Includes leases, equipment, <u>or</u> services, <del>or</del> supplies
	<u>Clerk</u>	<u>Agreements and Contracts</u> <u>Operating Agreements</u>	<u>P</u>	<u>X</u>			<u>GC34090(d)</u>	<u>Automatic Aid, Mutual Aid, Operating Plans, Grey Books, etc. (Retention minimum is T-5 extended to P for historic purposes.)</u>
	Clerk	Articles of Incorporation	P	X	X		GC34090; CCP337.2	Including JPA Agreement & Amendments; Non-profit Foundation Documentation
	Clerk	Customer Satisfaction Survey Data	2				GC34090	Survey data extracted from forms returned by customers
	Clerk	Deeds and Promissory Notes	P				GC34090a; 24 CFR 8.42; OMB Circ. SA-110	Recorded Documents
	Clerk	Easements, Dedications, Rights-of-Way	P				GC34090a	Includes streets and alleys
	Clerk	Fair Political Practices (FPPC) Statements of Economic Interest 87200 Filers (copies)	7				GC81009(e)	87200 Filers include all Board Directors, Alternates, Fire Chief, Treasurer, and Assistant Chief/Business Services Department Originals filed with Clerk of the OC Board of Supervisors

# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
	Clerk	Fair Political Practices (FPPC) Statements of Economic Interest Designated Filers (copies and originals)	7				GC81009(e)	Designated Filers include all employees in designated positions identified on the current List of Designated Positions adopted by Board Resolution Designated Filers file statements electronically with the Clerk of the OC Board of Supervisors
	Clerk	Fair Political Practices (FPPC) Ethics Training Certificates (copies)	5				GC53232	Implemented by AB1234; all Board Directors and Alternates are required to complete ethics training every two years; a copy of the certificate is maintained to document the training. Originals on file with represented agency.
	Clerk	Formation Documents	P	X	X		GC34090; CCP337.2	Includes JPA Agreement and Amendments
	Clerk	Legal Advertising Public Hearing Notices	P		X		CCP343, 349 et seq.; GC911.2; GC34090	Affidavits of Publication for Board Public Hearings filed with agenda report
	Clerk	Minutes Board of Directors/Board Committees	P	X	X		GC34090; GC36814; GC40801	Official minutes and hearing proceedings of Board of Directors and Board Committee
	Clerk Human Resources	Negotiation	P				29 USC §211(c); 203(m), 207(g)	Labor Groups Contracts and Memorandum of Understanding Agreements
	Clerk	Notices - Meetings Board of Directors/Committees	P		X		GC34090.7, GC54960.1(c)(1)	Special meetings (Retention minimum is 2 years extended to P for historic purposes.)
	Clerk	Opinions Legal	P		X	X	GC34090; GC6254	Confidential – not subject to release under PRA (Retention minimum is S+2 extended to P for historic departmental purposes.)
	Clerk	Ordinances	P	X	X		GC34090; 4 0806	Legislative actions
	Clerk	Petitions	2				GC50115; GC6253	Exception: If provided in connection with agenda item, document would be retained permanently with corresponding staff report.
	Clerk	Pre-hospital Care Reports (PCR) Adult Patient (Over age 18 years old)	7			X	H&S1797.220, 1798, & Title 22, Div. 9, § 100146, 100170 & 100171	Completed for all patients/persons contacted by OCFA personnel with a potential or actual medical need. (maintained electronically)

# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
	Clerk	Pre-hospital Care Reports (PCR) Minor Patient (Under age 18 years old)	7 years following age 18			X	H&S1797.220, 22 CCR100146, 100170 & 100171	Completed for all patients/persons contacted by OCFA personnel with a potential or actual medical need. (maintained electronically)
	<u>Clerk</u>	<u>Presentation Materials</u> <u>Board of Directors/Committees</u>	<u>P</u>				<u>GC34090</u>	<u>Items distributed during Board/Committee meetings tied</u> <u>to consideration or presentation of agenda reports,</u> <u>includes PowerPoint slides.</u>
	Clerk	Procedures, Standard Operating Procedures, General Orders, & Operations Procedures Manuals	P	X	X		GC34090	(Retention minimum is S+2 extended to P for historic departmental purposes.)
	Clerk	Procedures and Policies	S+2	X			GC34090	All OCFA policies and procedures, except SOP's & General Orders
	Clerk	Public Records Request	C+2				GC34090	
	Clerk	Records Management	C+2				GC34090	Document includes retrieval and transfers
	Clerk	Records Management Disposition Certification	P				GC34090	Documentation of final disposition of records
	Clerk	Records Management Retention Schedule	P	X	X		GC34090	Records Retention Schedule is an attachment to adopting Resolution.
	Clerk	Resolutions	P		X		GC34090(d) 40801	Legislative actions
	Clerk	Speaker Requests and Forms	P		X		GC34090	Community and business requests for public appearances, requests to speak at public meetings (Retention minimum is 2years extended to P for historic purposes.)
	<u>Clerk</u>	<u>Subpoenas for Business Records</u>	<u>2</u>				<u>GC34090(d)</u>	
	<u>Clerk</u>	<u>Subpoenas for Witnesses</u>	<u>2</u>				<u>GC34090(d)</u>	
	<u>Clerk</u>	<u>Summons</u>	<u>2</u>				<u>GC34090(d)</u>	
	Clerk	Tapes Board/Committee Meetings Audio	30 days after approval of Minutes				GC54953.5(b)	Used for minute preparation
	Clerk	Tapes Board/Committee Meetings Video	2				GC34090	Board meeting videos (Retention minimum is 3 months extended to 2 years for historic departmental purposes.)
	Corporate Communications	Brochures, publications, newsletter, bulletins	S+2				GC34090	Includes, but not limited to Board Advisory Notices, Press Releases, Weekly Executive Summaries
	Corporate Communications	Press Releases	2				GC34090	

# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
	Corporate Communications	Press, Video Programs Community Relations	2				GC34090	Collection of videos of programs and events; outside press coverage of department
	Finance	Accounts Payable	AU+4				GC34090	Including but not limited to invoices, check copies, supporting documents, stipends, travel reimbursement requests (electronic image storage)
	Finance	Accounts Receivable	AU+4				GC34090	Vendor billings, deposit receipts (electronic image storage)
	Finance	Audits Financial Statement Single Audits	P		X		GC34090	Independent auditor analysis and reports, internal and external financial audits
	Finance	Bank Reconciliations	AU+5	X			GC34090	Statements, summaries for receipts, disbursements & reconciliations
	Finance	Bank Statements	AU+2	X			FC3368, 30210; GC43900 et seq.	
	Finance	Bonds Security	C+2				GC34090	Documentation created and/or received in connection with the performance of work/services for OCFA
	Finance	Checks	AU+5				GC34090	Includes payroll, canceled and voided checks (electronic image copies)
	Finance	Deposits, Receipts	AU+4				GC34090; CCP337	Checks, coins, currency (only electronic images maintained)
	Finance	Financial Report Annual	P	X	X		GC34090.7	Includes Comprehensive Annual Financial Statement (CAFR) (Retention minimum is AU+7 extended to P for historic purposes as staff report attachment.)
	Finance	Inventory Fixed Assets	AU+4				GC34090; 26 CFR 301 65-1(F)	Reflects purchase date, cost, and account number, includes electronic database
	Finance	Invoices	AU+2				GC34090	Electronic copies sent for fees owed, billing related documents
	Finance	Ledger General	P	X	X		GC34090; CCP337	Includes computer program Account postings with supporting documents (electronic)
	Finance	Ledger Voucher	AU+4	X			GC34090; CCP337	Includes computer program Account postings with supporting documents (electronic)
	Finance	Receipts, Deposits	AU+4				GC34090; CCP337	Checks, coins, currency
	Finance	Tax Reports Federal and State	AU+4			X	GC34090; 29USC 436;26 CFR 31.6001.1-4; IRS REG	Forms 1096, 1099, W-4's and W-2's (maintained electronically)

# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
							31.6001-1(e)(2); R&T 19530; 29 CFR 516.5-16.6	
	Finance	Taxes Payable	AU+3				CCP338	Supporting documents for out-of-state vendors (maintained electronically)
	Finance	Vehicle Mileage Reimbursement Rates	S+2				GC34090	Annual mileage reimbursement rates from IRS
	Finance	Check Register	AU+2			X	GC34090	(maintained electronically)
	<u>Finance</u> Payroll	Employee Deduction Reports, Retirement	T+4			X	GC34090; CAC22-1085-2; 26 CFR 31.6001-1; 29 CFR 516.5, 516.6, LC 1174(d)	Record of retirement deductions (maintained electronically in history file)
	<u>Finance</u> Payroll	Employee Deferred Compensation	T+5				GC34090; 26 CFR 16001-1; 29 CFR 1627.3(2)	Records of employee contributions and OCFA payments
	<u>Finance</u> Payroll	Employee Salary Records	T+3			X	GC34090; 29 CFR 516.2	Deduction authorization, beneficiary designations, unemployment claims, garnishments,
	<u>Finance</u> Payroll	Employee Time Sheets	AU+6			X	GC34090; 20 CFR 516.6(1); IRS Reg. 31.6001-1(e)(z); R&T 19530; LC 1174(d); 29CFR516.2	Signed by employee for audit & FEMA Reports; includes computer program – electronic signature and archived in database
	<u>Finance</u> Payroll	Payroll Adjustments	AU+4				GC34090; 29 CFR 516.5 - 516.6	Audit purposes
	<u>General Counsel</u>	<u>Closed Session Materials</u>	<u>2</u>			X	<u>GC34090</u>	<u>Handouts, PowerPoint Slides, Draft Settlement Agreements</u>
	<u>General Counsel</u>	<u>Civil Litigation Files, general</u>	<u>C+10</u>				<u>34090</u>	<u>Keep 10 years after close of case.</u>
	<u>General Counsel</u>	<u>Civil Litigation Files, regarding real property</u>	<u>P</u>				<u>34090(a)</u>	
	HMSS	Hazardous Materials Disclosure and Inspection	2	X		X	H&S6.95	Records of amounts and types of chemicals stored on businesses' premises
	HMSS	Hazardous Materials Training Materials	S+2				CCR3204(d); et seq.	Standards and administration



# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
	Human Resources	Employee Classifications and Appointments	P			X	GC34090; GC12946; 29 CFR 516.6(2)	
	Human Resources	Employee Handbook	S+2				GC34090	General employee information including benefit plans
	Human Resources	Employee Medical Leave	C+30			X	FMLA1993 US OSHA; 29 CFR 1910.20; 29 CFR 1602.30.32; 49 CFR 193-9	May include family leave; certifications; tests
	Human Resources	Employee Programs	C+2				GC34090; GC12946	Includes Employee Assistance Program and Recognitions
	Human Resources	Employee Recruitment	C+3			X	GC12946; GC6250 et seq.; 29 CFR 1602 et seq.; 29 CFR 1607; 29CFR 1627.3	Applications, resumes, alternate lists/logs, indices; ethnicity disclosures; examination materials; examination answer sheets, job bulletins; eligibility; electronic database
	Human Resources	Employee Rights General Employees	T+2			X	GC12946; 29 CFR 1602; 29 USC 211(e); 203 (m); 207(g)	May include arbitration, grievances, union requests, sexual harassment and Civil Rights, complaints, disciplinary actions
	Human Resources	Employee Rights Safety	T+5			X	GC12946; 29 CFR 1602; 29 USC 211(e); 203 (m); 207(g)	May include arbitration, grievances, union requests, sexual harassment and Civil Rights, complaints, disciplinary actions
	Human Resources	Employees, Non-Safety Personnel Records	T+3			X	29 CFR 1627.3; 29 CFR 1602.30.32; GC6250 et seq.; GC12946; 34090, 29 CFR 1607.4; 29 CFR 655.202; 29 CFR 516.6 et seq.; 45 CFR 1068.6(a); CCR Sec 1174	Non-safety employees may include: release authorizations, certifications, reassignments; outside employment; commendations; disciplinary actions; terminations; oaths of office; evaluations; pre-employee medicals; fingerprints; identification cards

# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
	Human Resources <del>EMS</del>	Employees, Safety Personnel Records	T+5			X	29 CFR 1627.3; 29 CFR 1607.4; 29 CFR 1602.30.32; 29 CFR 655.202; 29 CFR 516.6 et seq.; 45 CFR 1068.6(a); CCR1174	Non-safety employees may include: release authorizations, certifications, reassignments; outside employment; commendations; disciplinary actions; terminations; oaths of office; evaluations; pre-employee medicals; fingerprints; identification cards, licenses, graduation certificates and accreditation for paramedics
	Human Resources	Motor Vehicle Pulls (DMV)	7				GC34090	Requests for DMV notification on employees
	<u>Human Resources</u> Benefits	Employee Benefit Plan Claims	P			X	GC6250 et seq; OMBA-129; 29 CFR 1602.30; 32; Lab Rel Sec 1174; 29 CFR 1637.3; 29 USC 1027; 29 CFR 1627.3; 29 USC 1113	May include dental, disability, education, health, life and vision including dependent care and Employee Assistance
	<u>Human Resources</u> Benefits	Employee Benefit Plans	T+2				29 CFR 1627.3	Pension and insurance plans
	<u>Human Resources</u> Benefits	Employee Benefits	2			X	GC34090, GC12946	Includes medical, dental and vision enrollment and changes, cafeteria election form, optional benefit plan
	<u>Human Resources</u> Risk Management	Accident Reports	C+7				29 CFR 1904.2; 29 CFR 1904.6	Reports and related records, including OCFA assets, apparatus, aircraft, vehicles, and personal injury
	<u>Human Resources</u> Risk Management	Bonds Insurance	P				CCP337.2; CCP343	Bonds and insurance policies insuring OCFA property and other assets
	<u>Human Resources</u> Risk Management	Bonds Personnel Fidelity	T+2				GC34090	Employee Fidelity Bonds
	<u>Human Resources</u> Risk Management	Claims, damage	C+5				GC34090; GC25105.5	Paid/Denied <u>Keep 5 years after close of case.</u>
	<u>Human Resources</u> Risk Management	Insurance Liability/Property	P	X			GC34090	May include liability, property, Certificates of Participation, deferred, use of facilities
	Human Resources Risk Management <del>EMS</del>	Employee, Exposure	T+30			X	29 CFR 1910.1020, CC56.05	Sampling results, collection methodology, Background for exposure to hazardous materials and communicable diseases, including hearing (audio metric) testing

# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
	<u>Human Resources</u> Risk Management	Insurance Workers Compensation (policy)	P				GC6410; 29 CFR 1910.20	Indemnity; working files – originals with Third Party Administrator
	<u>Human Resources</u> Risk Management	Risk Management Reports	C+5	X	X		OMB 1220- 0029; 29 CFR 1904.4; GC34090	Federal OSHA Forms; Loss Analysis Report; Safety Reports; Actuarial Studies
	<u>Human Resources</u> Risk Management	Workers Compensation	P			X	CCR 14311; 15400.2; LC 110-139.6	Claim Files, Reports, and Incidents – working files. Originals with Third Party Administrator
	<u>Human Resources</u> <del>Operations</del> Risk Management	Emergency Preparedness Plan	S+2	X			GC34090	
	Investigations	Investigations Case Files – PC451(a) involving a death	P		<u>X</u>		PC799	All physical and supporting evidence/documentation to support prosecution resulting in homicide
	Investigations	Investigations Case Files – Criminal and accidental fire investigations; excluding those resulting in homicide	C+6				PC451: PC452; PC800: PC801; PC802; H&S 3001	All physical and supporting evidence/documentation relevant to case (Retention value on some types of cases is CL+3 for consistency purposes division has extended retention to CL+6)
	<u>Air Operations</u> <del>Fleet</del> <del>Support</del> <u>Logistics</u>	Inventory Vehicle Equipment, Communications Equipment/Parts & Supplies	L+2				GC34090	Includes vehicles, aircraft, vessels and related documents regarding repairs, including property accountability reports
	<u>Air Operations</u> <del>Fleet</del> <u>Logistics</u>	Maintenance and Operations – Service Apparatus, Vehicles, Equipment	L+2				GC34090	Related to requests for service and work orders for fuel, vehicle, aircraft, aircraft fuel systems, and communication equipment maintenance and reports
	<u>Air Operations</u> <del>Fleet</del> <u>Logistics</u>	Vehicle, Equipment, Fire Apparatus, Aircraft	2				GC34090	Repairs and Maintenance
	<u>Logistics</u> Fleet	Inventory Vehicle Ownership and Title	L+2				GC34090	Owner's manual, warranty documents, Department of Motor Vehicle title and registration, and related documents
	<u>Logistics</u> Fleet	Vehicle Assignment	2				GC34090	Database, log books, request forms, lists
	<u>Logistics</u> Fleet	Vehicle Ownership and Title (pink slip)	L				VC 9900 et seq.	Title transfers when vehicle sold
	<u>Logistics</u> Fleet	Vehicle Service Schedules	S				GC34090	Preventative Maintenance
	Operations	Employee Transfers	3				29 CFR 1627.3	Station transfers
	<u>Operations</u> <del>Fire Stations</del>	<u>Fire Station</u> Pass-along Books	2				GC34090	Books used at Fire Stations to pass-along information from one shift to the next

# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
<u>Operations</u> ECC <u>Support</u>		Fire Reports (OCFIRS) Incident	C+3				GC34090; CCP338; CCP340.5	Dispatch & daily logs
<u>Operations</u> ECC		Maps	P		X		GC34090a,	Engineering & field notes and profiles; cross-section of roads, streets, right-of-way, bridges, may include annexations, parks, tracts, block, storm drains, water easements, bench marks, trees, grading, landfill, fire hydrants, base maps, etc.
<u>Operations</u> ECC <u>Support</u>		Tapes Audio/Telephone/Radio Communications	100 days				GC34090.6	Including but not limited to 9-1-1 Dispatch Tapes Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action
<u>Operations</u> EMS		EMS Program Continuous Quality Assurance/Improvement (CQI) System	2				GC34090	Policy defining criteria for EMT-Paramedic program
<u>Planning</u>		<del>Code Books</del>	<del>P</del>				<del>GC34090e</del>	<del>National Electrical Code, Uniform Building, Fire, Mechanical, Plumbing &amp; Supplements, OCFA amendments</del>
Planning		<u>Blueprints and Specifications</u> <u>Building Fire and Life Safety</u> <u>Plans/Blueprints</u>	<u>PCL + 5</u>	X	X		GC34090, <u>H&amp;S19850,</u> <u>CFC104.6</u>	<u>Submitted by contractors with application for permit and Certificate of Occupancy (Retention minimum is CL+2 extended to P for historic departmental purposes.) Fire and Life Safety Plans submitted for approval/clearance. (Retention minimum is CL+2 extended to P for historic departmental purposes.)</u>
<u>Planning</u>		<u>Drawings, Project Plan</u>	<del>P</del>				<del>GC34090</del>	<del>Does not include those usually filed with case or project (Retention minimum is 2 years extended to P for historic departmental purposes.)</del>
Planning		<u>Maps</u> <u>Development Planning Maps, Exhibits,</u> <u>Development Reports, Environmental</u> <u>Impact Reports</u>	<u>PCL + 5</u>		X		GC34090, <u>H&amp;S19850,</u> <u>CFC104.6</u>	<u>Land use planning, fee program benefit area, and project area boundaries, may include copies of Environmental Impact Reports (originals kept by originating agency) Environmental Impact Reports with OCFA Comments, CEQA, and other development reports supporting projects within OCFA jurisdiction. These may include Maps, Plans, Drawings, Exhibits, and Photos</u>
<u>Planning</u>		<u>Maps</u> <u>Plans, Drawings, Exhibits, Photos</u>	<del>P</del>		<del>X</del>		<del>GC34090;</del> <del>H&amp;S 19850;</del>	<del>Zoning, tentative subdivision, parcel, land use map, aerial photos, specific plans</del>
<u>Planning</u>		<u>Plan Review Projects</u>	<del>P</del>		<del>X</del>		<del>GC34090a;</del> <del>H&amp;S19850;</del> <del>4003; 40004</del>	<del>Pertains to real property. May include blueprints, drawings, maps, plans, reports, evaluations, correspondence, permits, studies, compliance certificates, vegetation management, and fuel modification plans</del>

# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
	Prevention HMSS Fire Stations	Hazardous Materials Storage Permits	2				GC34090	Recommend permanent retention of environmentally sensitive materials
	Prevention	Inspections Fire Prevention	C+5				UFC104.6CFC 104.6	Alarm/sprinkler systems, prevention efforts Notices, Systems updates, track sheets, 850, special activity, ISO rating
	Prevention	Permits, Uniform Fire Code	C+2				GC34090	
	Prevention Support	Pyrotechnic	2				GC34090	Documents conditions for firework shows at given locations
	Prevention	Reports Insurance Services Office (ISO) Rates	10				GC34090	ISO Rating
	Prevention	Violations, Fire, Building, Property	C+2				GC34090d	Supporting code enforcement activity
	Property Management	Capital Improvement Projects	C+10				CCP337.15	Supporting documents including bidders list, specifications, reports, plans, work orders, schedules, etc.
	Property Management	Capital Improvement Projects Construction Documents	P				GC34090a; H&S19850	Records regarding planning, design, construction, conversion, or modification of local government-owned facilities, structure and systems
	Property Management	Hazardous Waste Disposal	10				40 CFR 122.21	Documentation regarding the handling and disposal
	Property Management	Maintenance and Operations – Service Facilities	2				GC34090	Includes service requests, invoices, supporting documentation, work orders, inspection, repairs, cleaning, reports, complaints
	Property Management	Seismic Retrofit Program	P		X		GC34090a	Includes Certificates of Compliance
	Property Management	Underground Storage Tank Compliance	P				GC34090a	Documents regarding storage Location, installation, removal, and remediation
	Property Management	Underground Storage Tank Maintenance and Operations	2				GC34090	Documents regarding storage Location, installation, removal, and remediation
	Purchasing	Bids, RFQs, RFPs Successful	AU+5				GC34090; GC25105-1; CCP337	Requests for Qualifications; Requests for Proposals regarding goods and services that resulted in award of contract or service.
	Purchasing	Bids, RFQs, RFPs Unsuccessful	2				GC34090	Requests for Qualifications; Requests for Proposals regarding goods and services that did not result in award of contract or service.
	Purchasing	Bonds Including Development	C+10				GC34090; CCP337.5	Final bond documentation
	Purchasing Risk Management	Insurance Certificates	P				GC34090	Insurance certificates filed separately from contracts, includes insurance filed by licensees



# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

Series	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
	Purchasing <del>Operations</del>	Property, Federal Excess Personal	P				CDF Material Management Procedures Ch. 2600, Forest Service Handbook§310 9.12	Requisition, receipt, disposal and transfer documents relating to all supplies and equipment from the Federal government
	Purchasing	Purchase/Blanket Orders	AU+4	X			GC34090; CCP337	Original documents
	Purchasing	Requisitions	AU+4	X	X		GC34090; CCP337	
	Purchasing	Surplus Property – Auction Disposal	AU+2 AU+4				GC34090 GC34090; CCP 337	Listing of property Sealed bid sales of equipment
	Service Center	Property/Equipment/Gear Issued to Personnel	2				GC34090	Includes loan documents, service requests and property accountability reports
	Service Center	Property/Equipment/Supplies Issued to Apparatus	2				GC34090	Includes equipment inventory, material requisition and service request
	Service Center	Property/Equipment/Supplies Issued to Stations	2				GC34090	Includes supply orders and material requisitions
	Support	Appraisals	C+2			X	GC34090; GC6254(h)	Confidential until final acquisition or contract agreement obtained
	<del>Finance</del> Support	Grants Financial Records	C+5				GC34090	Successful Applications and supportive financial records
	<del>Finance</del> Support	Grants Unsuccessful Applications	C+2				GC34090	Refer to grant application close-out procedure Applications not entitled
	Support	Lobbyist Reports	5				CCR2.6, §18615	Copies, original statements filed with Secretary of State
	Training <del>Air Operations</del> EMS	<del>Training</del> Fire Safety Personnel	2				GC34090	Certificates/designations
	Training <del>Air Operations</del> EMS	<del>Training</del> Prehospital Continuing Education Providers	4				GC34090	EMS course plans & outlines, rosters, instructor resumes
	Training <del>Air Operations</del> EMS	<del>Training</del> —Fire Safety Personnel Personnel (by name)	T+7				GC34090	Paperwork documenting internal and external training
	Training	Training Materials	S+2				8CCR 3204(d), et seq.	Class material and tests. Tests are confidential.
	Treasurer	Budget	P		X		GC34090	Annual operating budget approved by Legislative Body

# ORANGE COUNTY FIRE AUTHORITY

# RECORD RETENTION SCHEDULE

<u>Series</u>	Off/Rec.	Record Series Title	Retention	V	H	C	Citation	Comments
		Adopted						
	Treasurer	Budget Adjustments and Journal Entries	AU+2				GC34090	Account transfers
	Treasurer	Budget Capital Improvement Program	P		X		GC34090	Budget-related document of funding of CIP projects
	Treasurer	Investment Transactions	P		X		GC34090; CCP337; GC53607	Summary of transactions, inventory, earnings report

Orange County Fire Authority  
**RECORDS RETENTION SCHEDULE LEGEND**

**Off/Rec.** = Office of Record

This identifies the section/division/station that maintains the original document. Usually it is the section/division that originates the record, unless it is considered by the Board of Directors or Board Committee then it is maintained by the Clerk of the Authority.

**Record Series Title** = Description of document type

**Retention** = Retention expressed in years unless otherwise stated.

**AC** = Active

**AU** = Audit

**C** = While Current or until Complete

**L** = Life

**P** = Permanent

**S** = Superseded

**T** = Termination

**1, 2, 3** = Number of years after document's creation (unless otherwise specified)

**V** = Vital

Vital records contain information that is necessary for the continuation or reconstruction of an organization in the event of a disaster and are important in establishing the legal and financial position of the organization and/or are important in preserving the rights of the organization, its employees, and customers.

**H** = Historical

A record with historical value preserves documentation on significant historical events including OCFA's operations, origin, policies, authorities, functions, and structure, as well as significant administrative decisions.

**C** = Confidential

A record or information requiring protection against unauthorized access and is exempt from public disclosure pursuant to the provisions of the California Public Records Act.

**Citation Acronyms** =

**B&P** = Business and Professions (CA)

**CAL EMA** = Office of Emergency Services

**CC** = Civil Code (CA)

**CCP** = Code of Civil Procedure (CA)

**CCR** = California Code of Regulations (CA)

**CDF** = California Department of Fire (CAL FIRE)

**CFR** = Code of Federal Regulations (US)

**EV** = Evidence Code (CA)

**FC** = Financial Code (CA)

**FMLA** = Family Medical Leave Act

**GC** = Government Code (CA)

**H&S** = Health and Safety Code (CA)

**IRS** = Internal Revenue Service

**Lab Rel** = Labor Relations (US)

**LC** = Labor Code (CA)

**OMB** = Office Mgmt. and Budget (US)

**PC** = Penal Code (CA)

**PU** = Public Utilities (CA)

**UFC** = Uniform Fire Code (CA)

**USC** = United States Code (US)

**VC** = Vehicle Code (CA)

**§** = Section