



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

### BOARD OF DIRECTORS REGULAR MEETING

Thursday, July 22, 2021

6:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

Link to:

[Board of Directors Member Roster](#)

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 Board of Directors 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 the 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>



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 and identify the need and the requested modification or accommodation. Please notify us as soon as is feasible, however 48 hours prior to the meeting is appreciated to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

### **NOTICE REGARDING PUBLIC PARTICIPATION** **DURING COVID-19 EMERGENCY**

**The public is permitted to convene in person for this public meeting or view and comment:**

- To watch the meeting online, please go to website at [www.OCFA.org](http://www.OCFA.org)
- To submit an e-comment, please email to [PublicComments@ocfa.org](mailto:PublicComments@ocfa.org)

You may comment on items on the agenda or not on the agenda. Your comments will be forwarded electronically and immediately to the members of the Board. Comments related to a particular agenda item will only be considered prior to the close of public comments on that item.

**CALL TO ORDER** by Chair Shawver

**INVOCATION** by OCFA Chaplain Paul Cobb

**PLEDGE OF ALLEGIANCE** by Director Hatch

**ROLL CALL** by Clerk of the Authority

**REPORTS**

**A. Report from the Budget and Finance Committee Chair**

**B. Report from the Fire Chief**

- Irvine ~~& OCSD~~ Open House
- Santa Ana Wall Breach Rescue Incident

**PUBLIC COMMENTS**

Please refer to instructions on how to submit a public comment during COVID-19 Emergency on Page 1 of this Agenda.

**1. PRESENTATIONS**

**A. Update on Air Operations by Vince Carpino, Division Chief/Special Operations**

**B. Recognition of GFOA Budget Award**

**C. Recognition of GFOA Comprehensive Annual Financial Report Award**

**D. Special Presentation – Introduce and present US Flags to Silverado Canyon Fire Crew members Dylan Van Iwaarden and Phi Le**

**2. CONSENT CALENDAR**

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

**A. Minutes from the June 24, 2021, Regular Meeting of the Board of Directors**

Submitted by: Maria D. Huizar, Clerk of the Authority

The record will reflect that any Director not in attendance at the meeting of the Minutes will be registered as an abstention, unless otherwise indicated.

Recommended Action:

Approve as submitted.



**B. Approve the Fifth Amendment to the Advanced Life Support Services Billing Agreement to Update the Medical Supply Reimbursement Rate**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Randy Black, Assistant Chief/Emergency Management Services and Training Department

The Budget and Finance Committee reviewed the medical supply cost reimbursement analysis at their July 14, 2021, Regular meeting and by a 6-0 vote (Directors Sachs, Bourne and Ta absent) directed staff to place the item on the agenda for the Board of Directors meeting of July 22, 2021, with the Budget and Finance Committee's recommendation that the Board of Directors approve and adopt the updated Medical Supply Reimbursement Rate.

Recommended Action:

Approve the Fifth Amendment to the Advanced Life Support Billing Agreements to update the Medical Supply Reimbursement Rate with Care Ambulance Service, Inc. and Emergency Ambulance Services, Inc., included as Attachments 2 and 3, subject to non-substantive revisions in a form approved by General Counsel.

**C. Budget Adjustment for General Liability Insurance**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Rhonda Haynes, Risk Manager

On July 14, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the July 22, 2021 Board agenda by a 6-0 vote (Directors Sachs, Bourne and Kuo absent).

Recommended Action:

Approve a budget adjustment to the FY 2021/22 General Fund (121) budget increasing expenditures by \$791,679.

**D. Acceptance of 2021 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Preparedness Cooperative Agreement Funding**

Submitted by: Kenny Dossey, Deputy Chief/Operations Bureau, Vince Carpino, Division Chief/Operations Department and Steve Dohman, Battalion Chief/US&R Program Manager

On July 14, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the July 22, 2021 Board agenda by a 5-0 vote (Directors O'Neill, Sachs, Bourne and Kuo absent).

Recommended Actions:

1. Approve and adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.

2. Approve a budget adjustment to the FY 2021/22 General Fund (121) budget increasing revenues and expenditures by \$1,269,878.

**E. Proclamation for Fire Prevention Week, October 3-9, 2021**

Submitted by: Lori Smith, Assistant Chief/Community Risk Reduction Department and Colleen Windsor, Communications Director

Recommended Action:

Approve proclamation designating October 3-9, 2021, as Fire Prevention Week.

**F. Award of Public Works Contract for Fire Station 49 Foundation Remediation Project**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Patrick Bauer, Property Manager

Recommended Actions:

1. Approve the plans and specifications for foundation remediation at Fire Station 49.
2. Accept the A2Z, Inc. bid of June 3, 2021.
3. Approve and award the public works contract to A2Z, Inc. in the amount of \$428,800.

**G. Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program**

Submitted by: Brian Fennessy, Fire Chief and Robert Cortez, Assistant Chief/Business Services Department

On July 14, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the July 22, 2021 Board agenda by a 7-0 vote (Directors Sachs and Bourne absent).

Recommended Actions:

1. Approve and authorize the Board Chair to accept Cal OES reimbursement funding in the amount of \$4,001,791 for the implementation of the three-month FIRIS 3.0 program.
2. Approve and authorize a budget adjustment to increase revenue and appropriations in FY 2021/22 General Fund (121) budget by \$4,001,791 in new Cal OES funding.
3. Approve and authorize the Purchasing Manager to execute a Professional Services Agreement acceptable to the Fire Chief and in a form approved by General Counsel with AEVEX for aviation services in an amount not to exceed \$2,400,250.
4. Approve and authorize the Purchasing Manager to enter into new Professional Services Agreements acceptable to the Fire Chief and in a form approved by General Counsel with the Air Tactical Group Supervisors at amounts not to exceed \$90,000 each. The aggregate total for FIRIS-related ATGS services is not to exceed \$808,519 for the three-month program duration.
5. Approve and authorize the Purchasing Manager to execute an extension acceptable to the Fire Chief and in a form approved by General Counsel to the previously approved Service Agreement with UCSD/WIFIRE using the sole source provision of the

- Purchasing Ordinance for fire behavior modeling and other related services in an amount not to exceed \$166,667.
6. Approve and authorize the Purchasing Manager to enter into a new Professional Services Agreement acceptable to the Fire Chief and in a form approved by General Counsel with Rocky Opliger for program management services in an amount not to exceed \$60,000 for the program duration.
  7. Approve and authorize the Fire Chief and Purchasing Manager to enter into cost reimbursement agreements acceptable to the Fire Chief and in a form approved by General Counsel for project management and Fusion Center support services with (a) the Los Angeles Fire Department and (b) North County Fire Protection District in a combined amount not to exceed \$250,000.
  8. Approve and authorize the Fire Chief and Purchasing Manager to enter into agreements acceptable to the Fire Chief and in a form approved by General Counsel providing for the use of an air base location to be determined for Southern California operations and Sacramento McClellan Airport for Northern California operations by OCFA and its contractors for office space, to store aircraft and conduct air operations (including take offs and landings) from the respective facilities in an aggregate amount not to exceed \$15,000.
  9. Approve and authorize the Purchasing Manager to adjust all FIRIS-related vendor contracts by the individual amounts needed during the three-month duration, in support of FIRIS 3.0 Program, so long as the aggregate value of the increase does not exceed the revised program budget in Table One.

### **3. DISCUSSION CALENDAR**

#### **A. Review of Purchasing Ordinance Special Procurement Provision**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Sara Kennedy, Purchasing Manager

At the June 24, 2021 meeting of the Board of Directors, Director Ward requested that staff return at the next Board of Directors meeting with the staff report where the special procurement policy was implemented in order to have a full Board discussion.

#### Recommended Actions:

Pleasure of the Board.

#### **B. Proposed Amendment to the Procurement Ordinance – First Reading**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Sara Kennedy, Purchasing Manager

At the July 14, 2021 meeting of the Budget and Finance Committee, the Committee by a 7-0 vote (Directors Sachs and Bourne absent) recommended placing this item on the agenda for the Board of Directors meeting of July 22, 2021, modifying the Purchasing Ordinance and Roles, Responsibilities, and Authorities Matrix (“Matrix”) to conform to the direction from the Board of Directors during its May 27, 2021 meeting to delete the special procurement authorization and review the procurement process. The Committee

further recommended that the Matrix be revised to require a report to the full Board whenever authority delegated in the Matrix to the Chair or Vice-Chair is exercised. This change would be applicable to the Emergency Purchases section of the Matrix.

Recommended Actions:

1. Waive the full reading of the proposed Ordinance.
2. Introduce and read by title only proposed Ordinance No. 009 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING THE FIRE AUTHORITY'S PROCUREMENT CODE TO REVISE THE PURCHASING RULES AND PROCEDURES and
3. Approve the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS AMENDING THE ROLES/RESPONSIBILITIES/AUTHORITIES MATRIX TO COINCIDE WITH THE NEW PROCUREMENT CODE.

## BOARD MEMBER COMMENTS

### CLOSED SESSION

*The Brown Act permits legislative bodies to discuss certain matters without members of the public present. The Board of Directors find, based on advice from the General Counsel, that discussion in open session of the following matters will prejudice the position of the authority in existing and/or anticipated litigation:*

**CS1. CONFERENCE WITH LABOR NEGOTIATOR** pursuant to Government Code Section 54957.6

Chief Negotiator:

Peter Brown, Liebert Cassidy Whitmore

Employee Organizations:

- Orange County Professional Firefighters Association, IAFF - Local 3631,
- Orange County Employees Association (OCEA),
- and
- Orange County Fire Authority Management Association (OCFAMA)

**CS2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION** pursuant to Government Code Section 54954.5:

Position:

Fire Chief

**CS3. CONFERENCE WITH LABOR NEGOTIATOR** pursuant to Government Code Section 54957.6

Chief Negotiators:

Board Chair Shawver, Vice Chair Steggell, Immediate Past Board Chair Hasselbrink and Budget & Finance Committee Chair Muller

Position:

Fire Chief

**CS4. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION** pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: Three (3) Cases

**CS5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** pursuant to Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code: Desiree Horton v. OCFA et al, Case No. 30-2021-01200267-CU-WT-CJC

**CS6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** pursuant to Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code: CalOSHA Inspection Number 1523238. CSHO ID: T6126. Optional Report #016-20, Reporting ID: 0950631, re: Inspection Site at Santiago Canyon and Silverado Canyon Roads

**CLOSED SESSION REPORT** by General Counsel

**ADJOURNMENT** – The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, September 23, 2021, at 6:00 p.m.

### **AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury and as required by the State of California, Government Code § 54954.2(a), that the foregoing Agenda was posted in the lobby and front gate public display case 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.

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Maria D. Huizar, CMC  
Clerk of the Authority

### **UPCOMING MEETINGS:**

~~Human Resources Committee~~

Budget and Finance Committee

Executive Committee

Board of Directors

~~Tuesday, August 3, 2021, 12 noon~~

Wednesday, September 8, 2021, 12 noon

Thursday, September 23, 2021, 5:30 p.m.

Thursday, September 23, 2021, 6:00 p.m.









# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting  
Thursday, June 24, 2021  
6:00 P.M.**

**Regional Fire Operations and Training Center Board Room  
1 Fire Authority Road  
Irvine, CA 92602-0125**

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## CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on June 24, 2021, at 6:00 p.m. by Chair Shawver.

## INVOCATION

The invocation was led by Chaplain Jeff Hetschel.

## PLEDGE OF ALLEGIANCE

Director Hatch led the Assembly in the Pledge of Allegiance to the Flag.

## ROLL CALL

Dave Shawver, Stanton, Chair  
Lisa Bartlett, County of Orange\*  
Ross Chun, Aliso Viejo\*  
Letitia Clark, Tustin\*  
Anthony Kuo, Irvine  
Joe Muller, Dana Point\*  
Sunny Park, Buena Park\*  
Vince Rossini, Villa Park\*  
Tri Ta, Westminster\*  
Kathleen Ward, San Clemente  
Shelley Hasselbrink, Los Alamitos\*

Michele Steggell, La Palma, Vice Chair  
Donald P. Wagner, County of Orange  
Gene Hernandez, Yorba Linda\*  
Joe Kalmick, Seal Beach  
Frances Marquez, Cypress\*  
John R. O'Neill, Garden Grove\*  
Sandy Rains, Laguna Niguel\*  
Ed Sachs, Mission Viejo\*  
Mark Tettermer, Lake Forest  
Noel Hatch, Laguna Woods  
Carol Gamble, Rancho Santa Margarita\*

**Absent:** Troy Bourne, San Juan Capistrano  
Don Sedgwick, Laguna Hill

Jessie Lopez, Santa Ana

## Also present were:

Fire Chief Brian Fennessy  
Deputy Chief Kenny Dossey  
Assistant Chief Robert Cortez  
Assistant Chief Lori Smith  
General Counsel David Kendig  
Asst. Clerk Martha Halvorson

Deputy Chief Lori Zeller  
Assistant Chief Randy Black  
Assistant Chief Jim Ruane  
Assistant Chief Phil Johnson  
Assistant Chief Stephanie Holloman  
Dir. of Communications Colleen Windsor

*\*Board Members participating via teleconferencing*

## REPORTS

### **A. Report from the Budget and Finance Committee Chair (FILE 11.12)**

Budget and Finance Chair Joe Muller reported at the June 9, 2021, regular meeting, the Committee reviewed and approved placing the Updated Cost Reimbursement Rates, FY 2020/21 Year End Budget Adjustment, and Third Quarter Purchasing Report on the agenda for the Board of Directors June 24, 2021, meeting for approval of the recommended actions. The Committee considered the agenda item Responses to Board of Director's Questions and Comments Made During the Review of the Fiscal Year 2021/22 Proposed Budget. Following the review and discussion of the responses and information provided, by a 7-0 vote, the Committee directed staff to include the information with the June Fiscal Year 2021/22 Proposed General Fund and Capital Improvement Program (CIP) Budget for the Board of Directors June 24, 2021, meeting.

### **Report from the Fire Chief (FILE 11.14)**

Fire Chief Brian Fennessy reported last week the Quick Reaction Force (QRF) Program was launched with a press conference and demonstration held at Los Alamitos Joint Forces Training Base. It included Ventura County Fire, Los Angeles Fire, OCFA, and Southern California Edison. Academy 52 Graduation was held last week, notably the first time all 47 firefighter trainees passed the academy. Many thanks to the Academy Cadres led by Captain Levi Medina, and thanks to those Board Members who were able to attend as well.

## PUBLIC COMMENTS

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

## CLOSED SESSION (FILE 11.15)

**CS1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION** pursuant to Government Code Section 54954.5: Fire Chief

**CS2. CONFERENCE WITH LABOR NEGOTIATOR** pursuant to Government Code Section 54957.6

Chief Negotiators:

Board Chair Shawver, Vice Chair Steggell,  
Immediate Past Board Chair Hasselbrink and Budget  
& Finance Committee Chair Muller

Position:

Fire Chief

**CS3. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION** pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: Two (2) Cases

**CS4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** pursuant to Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code: Desiree Horton v. OCFA et al, Case No. 30-2021-01200267-CU-WT-CJC

**CLOSED SESSION REPORT (FILE 11.15)**

General Counsel David Kendig reported that at 10:34 p.m. the Board approved by a vote of 17-3 (Directors Kuo, Rains and Wagner opposed and Directors O'Neill, Sedgwick, Hasselbrink, Bourne and Lopez absent) to suspend the curfew for said meeting.

**1. PRESENTATIONS**

No Items.

**2. CONSENT CALENDAR**

On motion of Director Ward and second by Director Kalmick, and following a roll call vote, declared Agenda Item 2A-2D passed 20-0 (Directors Bourne, Hasselbrink, Lopez, O'Neill, and Sedgwick absent).

**A. Minutes from the May 27, 2021, Regular Meeting of the Board of Directors**  
(FILE 11.06)

Action: Approve as submitted.

**B. Third Quarter Purchasing Report (FILE 11.10H1)**

Action: Receive and file the report.

**C. Updated Cost Reimbursement Rates (FILE 15.12)**

Action: Approve and adopt the proposed Cost Reimbursement Rate schedules to be effective July 1, 2021.

**D. FY 2020/21 Year End Budget Adjustment (FILE 15.04)**

Action: Approve and authorize FY 2020/21 budget adjustments to increase net revenues by \$4,494,276 and net appropriations by \$3,535,745 as further described in this staff report.

### **3. DISCUSSION CALENDAR**

#### **A. Mutual Aid Agreement with Los Alamitos Joint Forces Training Base (JFTB) (FILE 18.09D)**

Chief Fennessy introduced the Mutual Aid Agreement and Assistant Chief Jim Ruane who provided a brief summary of the document.

On motion of Director Kalmick and second by Director Tettemer, and following a roll call vote, declared approved 20-0 (Directors Bourne, Hasselbrink, Lopez, O'Neill, and Sedgwick absent) to:

1. Approve and authorize the Fire Chief or his designee to execute the proposed Mutual Aid Agreement with the Joint Forces Training Base, Los Alamitos in a form acceptable to OCFA legal counsel.
2. Approve and authorize the revision to the QRF program budget by \$150,000 to reflect the estimated JFTB facilities use reimbursement costs.

#### **B. Fire Chief's Discretionary Bonus Upon Completion of Third Full Year of Service (FILE 17.10A2)**

General Counsel David Kendig introduced the Fire Chief's Discretionary Bonus Upon Completion of Third Full Year of Service.

Todd Baldrige, President of Firefighters Local 3631, requested a delay of the consideration of the item until Local 3631 has completed a survey of its own members.

On motion of Chair Shawver and second by Director Ward, and following a roll call vote, declared approved 11-5 (Directors Bartlett, Kuo, Rains, Tettemer, Wagner opposed, Directors Bourne, Gamble, Hasselbrink, Lopez, Muller, O'Neill, Rossini, Sedgwick, absent, and Director Rains abstained) to approve the discretionary bonus to the Fire Chief of \$20,000.

### **4. PUBLIC HEARING**

#### **A. Review of the Fiscal Year 2021/22 Proposed Budget (FILE 15.04)**

Chief Fennessy addressed the Board in follow up to questions directed to staff at the May 27, 2021, Board meeting. He introduced Assistant Chief Robert Cortez who provided the Review of the Fiscal Year 2021/22 Proposed Budget.

On motion of Director Kuo and Second by Chair Shawver, and following a roll call vote, declared approved 17-1 (Directors Bourne, Hasselbrink, Lopez, Muller, O'Neill, Rossini, Sedgwick absent, and Director Bartlett opposed) to:

1. Conduct a Public Hearing.
2. Adopt the FY 2021/22 Proposed Budget as submitted.
3. Adopt the resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET FOR THE ORANGE COUNTY FIRE AUTHORITY FOR FISCAL YEAR 2021/22.
4. Approve and authorize the temporary transfer of up to \$90 million from the Fund 190 Workers' Compensation Reserve Fund to the General Fund 121 to cover a projected temporary cash flow shortfall for FY 2021/22.
5. Approve and authorize the repayment of \$90 million borrowed funds from Fund 121 to Fund 190 along with interest when General Fund revenues become available in FY 2021/22.
6. Approve transfers from the General Fund 121 to CIP Funds and Settlement Agreement Fund totaling \$17,032,518.

#### **BOARD MEMBER COMMENTS (FILE 11.13)**

Director Ward requested that staff return at the next Board of Directors meeting with the staff report where the special procurement policy was implemented in order to have a full Board discussion.

Director Gamble reported her inability to participate fully during the meeting because of interrupted teleconference service.

Director Rains reported her agenda packet arrived late and asked for review of the delivery process. She reported the city of Laguna Niguel had a meet and greet recently, firefighters interacted with the public, and a demonstration of brush abatement to prevent potential fire hazards was given using goats.

Assistant Chief Cortez reported staff will research the problems with the delivery of mail to the board members.

Chair Shawver reported staff will research both the mail delivery and the internet service problems before the next board meeting.

**ADJOURNMENT** – Chair Shawver adjourned the meeting at 11:09 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, July 22, 2021, at 6:00 p.m.

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Martha Halvorson, CMC  
Assistant Clerk of the Authority











Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
July 22, 2021

Agenda Item No. 2B  
Consent Calendar

**Approve the Fifth Amendment to the Advanced Life Support Services Billing Agreement to Update the Medical Supply Reimbursement Rate**

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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

Randy Black, Assistant Chief  
EMS and Training Department

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

714.573.6008

**Summary**

This item is submitted to seek approval of the Fifth Amendment to the Advanced Life Support (ALS) Services Billing Agreements to update the medical supply cost reimbursement rate. A medical supply cost reimbursement analysis was completed in collaboration with CARE Ambulance Service and Emergency Ambulance Service. The analysis was reviewed by Lance, Soll & Lunghard (LSL), a third-party independent CPA firm, and prepared an Agreed-Upon Procedures Report (Attachment). The results of the medical supply cost analysis determined the reimbursement rate per transport at \$30.43, if COVID-19 related supplies costs, equipment, and other services and supplies are excluded for the analysis.

**Prior Board/Committee Action**

On May 28, 2020, the OCFA Board of Director's approved the third amendment to the Advanced Life Support Services Billing/Reimbursement Agreements. Among other things, the third amendment established a one-year continuation of the Medical Supply Reimbursement Rate (\$30.65) to allow for a cost analysis at the request of the ambulance service providers.

On May 27, 2021, the OCFA Executive Committee approved the fourth amendment to the Advanced Life Support Services Billing Agreement between OCFA and the current 911 Emergency Ambulance Services providers. The fourth amendment extended the Medical Supply Reimbursement Rate cost recovery evaluation period by an additional 60-days through July 31, 2021.

The Budget and Finance Committee reviewed the medical supply cost reimbursement analysis at their July 14, 2021, Regular meeting and by a 6-0 vote (Directors Sachs, Bourne and Ta absent) directed staff to place the item on the agenda for the Board of Directors meeting of July 22, 2021, with the Budget and Finance Committee's recommendation that the Board of Directors approve and adopt the updated Medical Supply Reimbursement Rate.

**RECOMMENDED ACTION(S)**

Approve the Fifth Amendment to the Advanced Life Support Billing Agreements to update the Medical Supply Reimbursement Rate with Care Ambulance Service, Inc. and Emergency Ambulance Services, Inc., included as Attachments 2 and 3, subject to non-substantive revisions in a form approved by General Counsel.

## **Operational Impact to Cities/County**

Not applicable.

## **Fiscal Impact**

None.

## **Background**

The United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), has issued regulations allowing BLS ambulance providers to bill for ALS services rendered by a separate entity as long as a written billing agreement exists between the parties. Consistent with these requirements, the current 911 Emergency Transportation providers (CARE Ambulance and Emergency Ambulance Service Inc.) previously entered into agreements with OCFA in order to bill for the ALS services and medical supplies and to pass through reimbursement to OCFA for the specified services provided to patients.

The third amendment to the Advanced Life Support Services Billing Agreement established a 5-year continuation of the ALS Reimbursement Rate (\$274.38<sup>1</sup>), and a one-year continuation of the Medical Supply Reimbursement Rate (\$30.65). The one-year continuation of the Medical Supply Reimbursement Rate, per the third amendment, allowed the OCFA and ambulance service providers to work collectively to evaluate rate cost recovery and collectively assess whether an adjustment to the Medical Supply Reimbursement Rate, either up or down, is warranted. In the event that the parties could not agree on a new Medical Supply Reimbursement Rate following such evaluation, either party could have suspended the Medical Supply Reimbursement Rate until the parties agreed on a new rate.

## **Medical Supplies Reimbursement Rate Calculation**

The Emergency Medical Services (EMS) medical supplies costs for the OCFA is comprised of two types of costs: Direct and Indirect. Similar to the prior medical supplies reimbursement cost recovery methodology and analysis, the updated methodology includes costs that are directly attributed to procuring, managing, inventorying, and distributing disposable medical supplies and medications to the 77 fire stations within OCFA's jurisdiction. Given the size and magnitude of the OCFA service area, the OCFA has dedicated staff assigned to ensure the proper medical supplies and resources are available and distributed in a timely manner. The updated methodology includes the following direct costs:

- Disposable Medical Supplies
- Medications/Drugs
- Direct Labor Costs
- Direct Vehicle Costs

The cost reimbursement analysis excludes COVID-19 related supplies costs (FEMA or grant funded), equipment and other non-medical services and supplies per discussions with the ambulance service providers (CARE Ambulance and Emergency Ambulance Services). These excluded costs will be evaluated separately for inclusion in an updated ALS reimbursement rate.

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<sup>1</sup> ALS Reimbursement Rate for Medicare patients or patients with Medi-Medi or Medicare+Choice have a maximum rate of ALS-1 or ALS-2 increment (per 2015 original agreement).

In addition to direct costs, the medical supply cost reimbursement rate analysis also includes an indirect rate that is applied to labor, medical supplies, and drugs/medications. The OCFA indirect rate approved by the Board of Directors for fiscal year 2021-22 is 14.62%.

Based on the medical supplies reimbursement rate analysis completed on May 26, 2021, in collaboration with the ambulance service providers, the OCFA Medical Supply Reimbursement Rate for fiscal year 2021-22 will be adjusted to \$30.43.

On June 15, 2021, LSL CPA firm completed the Agreed-Upon Procedures report to review and verify the medical supplies cost reimbursement rate analysis (Attachment 1). Following is a table provided by LSL that captures the summary analysis of the current maximum allowable reimbursement rate, the reimbursement rate when excluding COVID-19 related supplies costs, equipment and other non-medical services and supplies, and the estimated cost per transport if OCFA were to include all other related costs such as equipment, services and supplies.

EMS Services & Supplies Expenses	\$ 2,618,992
Other Services & Supplies Expenses	<u>95,066</u>
Total Cost to OCFA *	\$ 2,714,058
Estimated Transports (Exhibit A)	<u>81,133</u>
Estimated Cost per Transport	<u>\$ 33.45</u>
Maximum Reimbursement Rate (Exhibit A)	<u>\$ 30.65</u>
<b>Reimbursement Rate (Exhibit A)</b>	<b><u>\$ 30.43</u></b>
* Source: OCFA monthly financial report for December 31, 2020.	

Exhibit A is included in the Attachment.

Staff recommends approval of the Fifth Amendment to the Advanced Life Support Services Billing Agreements to update the medical supply cost reimbursement rate to \$30.43 per transport.

#### **Attachment**

1. Lance, Soll & Lunghard – Independent Accountants’ Report in Applying Agreed-Upon Procedures (Evaluation for BLS medical supplies costs)
2. Fifth Amendment to the Advanced Life Support Services Billing Agreement with Care Ambulance Service, Inc.
3. Fifth Amendment to the Advanced Life Support Services Billing Agreement with Emergency Ambulance Service, Inc.



# **ATTACHMENT 1**





INDEPENDENT ACCOUNTANTS' REPORT  
ON APPLYING AGREED-UPON PROCEDURES

To the Board of Directors  
Orange County Fire Authority  
Irvine, California

We have performed the procedures enumerated below on the calculation of the reimbursement rate for basic life support (BLS) medical supplies costs associated with 911 ambulance service calls of Orange County Fire Authority (OCFA) for the year ended June 30, 2021. OCFA's management is responsible for the calculation of the reimbursement rate for BLS medical supplies costs associated with 911 ambulance service calls.

OCFA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of verifying the accuracy of the reimbursement rate calculation and the appropriateness of the reimbursement rate compared to OCFA's costs of providing the service and the maximum reimbursement rate adopted by the Orange County Board of Supervisors. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

- 1) Obtain OCFA's calculation worksheets and supporting documentation for the estimated BLS medical supplies costs, the reimbursement rate per ambulance transport, and the maximum reimbursement rate adopted by the Orange County Board of Supervisors.

**Findings:** We obtained OCFA's calculation worksheets and supporting documentation, including subsidiary labor cost calculations; monthly financial report for the calendar year ended December 31, 2020, which included budgeted and actual costs associated with medical supplies; and a listing of vehicles to be replaced. The supporting documentation appeared sufficient to support the items in the calculation worksheets.

- 2) We verified the accuracy of the reimbursement rate calculation by recalculating salaries and employee benefits costs, services and supplies costs, other costs, and indirect costs associated with the total estimated costs, as illustrated at **Exhibit A**.

**Findings:** All of the costs included at **Exhibit A** were properly calculated, supported by sufficient documentation, and appeared reasonable for the classification of cost. No exceptions were noted during our recalculation procedures.

- 3) We verified that the reimbursement rate calculated by OCFA does not exceed OCFA's cost per transport nor the maximum reimbursement rate adopted by the Orange County Board of Supervisors, as the County establishes the maximum billing rates that ambulance providers can charge patients for 911 emergency transportation services.

**Findings:** Using the program's budgeted and actual costs, we calculated OCFA's cost incurred for each transport service and then compared that amount to the reimbursement rate and the maximum reimbursement rate adopted by the Orange County Board of Supervisors. OCFA's incurred cost equaled \$33.45 per ambulance transport as calculated on the next page.





To the Board of Directors  
Orange County Fire Authority  
Irvine, California

EMS Services & Supplies Expenses	\$ 2,618,992
Other Services & Supplies Expenses	<u>95,066</u>
Total Cost to OCFA *	\$ 2,714,058
 Estimated Transports (Exhibit A)	 <u>81,133</u>
 Estimated Cost per Transport	 <u>\$ 33.45</u>
 Maximum Reimbursement Rate (Exhibit A)	 <u>\$ 30.65</u>
 <b>Reimbursement Rate (Exhibit A)</b>	 <b><u>\$ 30.43</u></b>

*\* Source: OCFA monthly financial report for December 31, 2020.*

As illustrated above, the reimbursement rate of \$30.43 is less than both the estimated BLS medical supplies costs incurred by OCFA for each ambulance transport and less than the maximum reimbursement rate allowable by the Orange County Board of Supervisors.

We were engaged by OCFA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the calculation of the reimbursement rate for medical supplies costs associated with 911 ambulance service calls of OCFA. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of OCFA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

#### **Other Matters**

The County of Orange establishes the maximum county-wide billing rates for ambulance services. The ambulance providers reimburse a portion of the medical supplies charges to OCFA utilizing the reimbursement rate for each 911 ambulance service call which provides services to a patient. The reimbursement rate for paramedic and medical supplies costs is approved by the OCFA Board of Directors at a public meeting.

This report is intended solely for the information and use of the Board of Directors and management of OCFA and is not intended to be and should not be used by anyone other than those specified parties.

Brea, California  
June 15, 2021



Orange County Fire Authority  
Medical Supplies Reimbursement Rate Calculation for FY2021-22

	<u>Amount</u>
<i>Salaries and Employee Benefits:</i>	
EMS Section - Direct (2021/22)	603,029
Support Staff (2021/22)	144,077
<b>Subtotal</b>	<b>747,106</b>
<i>Services and Supplies:*</i>	
Medical Supplies (2020 Actuals)	1,058,038
Meds/Drugs (2020 Actuals)	315,568
Other Services & Supplies	-
<b>Subtotal</b>	<b>1,373,606</b>
<i>Other Costs:</i>	
Vehicles Mileage (2021/22)	27,720
Vehicles Replacement Costs (2021/22)	31,770
<b>Subtotal</b>	<b>59,490</b>
<i>Indirect Costs</i>	
2021/22 Indirect Rate (14.62%) **	288,984
<b>TOTAL ESTIMATED COSTS*</b>	<b>2,469,186</b>
<b>Transports (Average of CY 2020 at 79,045 &amp; CY 2019 at 83,221)</b>	<b>81,133</b>
<b>Estimated Cost Per Transport*</b>	<b>\$30.43</b>
<b>Maximum Reimbursement Rate</b>	<b>\$30.65</b>

*\*Excludes COVID-19 related costs, equipment, and other services and supplies (Per discussions with Ambulance Providers).*

*Actual CY 2020 Service and Supplies combined expenditures total \$2.7M.*

*\*\*Applied to Labor, Medical Supplies, and drugs/medications. Excludes one Supply Service Specialist in the Service Center.*



# **ATTACHMENT 2**



**FIFTH AMENDMENT TO  
ADVANCED LIFE SUPPORT SERVICES  
BILLING AGREEMENT**

This Fifth Amendment to Advanced Life Support Services Billing Agreement ("Fifth Amendment") is made and entered into this 22<sup>nd</sup> day of July 2021 by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Agency organized pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code, hereinafter referred to as "OCFA," and CARE AMBULANCE SERVICE, Inc., hereinafter referred to as "Contractor." OCFA and Contractor are sometimes referred to collectively herein as the "Parties."

**RECITALS**

A. OCFA and Contractor entered into that certain Advance Life Support Services Billing Agreement on May 21, 2015, as amended by that certain Amendment to Advanced Life Support Services Billing Agreement on November 18, 2015 ("First Amendment"), that certain Second Amendment to Advanced Life Support Services Billing Agreement on March 22, 2018 ("Second Amendment"), that certain Third Amendment to Advanced Life Support Services Billing Agreement on May 28, 2020 ("Third Amendment"), and that certain Fourth Amendment to Advanced Life Support Services Billing Agreement on May 27, 2021 ("Fourth Amendment") (collectively, "ALS Billing Agreement") which is incorporated herein by this reference.

B. Pursuant to the ALS Billing Agreement, Contractor is obligated to pay OCFA the established ALS Reimbursement Rate for each service call where OCFA personnel perform advance life support ("ALS") services to patients who also receive ambulance transport services from Contractor.

C. Pursuant to the ALS Billing Agreement, Contractor is obligated to pay OCFA the established Medical Supply Reimbursement Rate for each service call where OCFA personnel perform ALS services or Basic Life Support ("BLS") services to patients who also receive ambulance transport services from Contractor.

D. In 2015, pursuant to the First Amendment, the Parties agreed to retain the then current ALS Reimbursement Rate and Medical Supply Reimbursement Rate specified in the ALS Billing Agreement and to suspend any increases in the OCFA's ALS Reimbursement Rate and Medical Supply Reimbursement Rate for one year.

E. In 2018, pursuant to the Second Amendment, the Parties agreed to retain the then current ALS Reimbursement Rate and Medical Supply Reimbursement Rate specified in the ALS Billing Agreement and to suspend any increases in the OCFA's ALS Reimbursement Rate and Medical Supply Reimbursement Rate for the term of the ALS Billing Agreement.

F. In 2020, pursuant to the Third Amendment, the Parties agreed to retain the then current ALS Reimbursement Rate and Medical Supply Reimbursement Rate specified in the ALS

Billing Agreement and to suspend any increases in the OCFA's ALS Reimbursement Rate and Medical Supply Reimbursement Rate for the term of the ALS Billing Agreement, provided that the Parties would evaluate rate cost recovery and collectively assess whether an adjustment to the Medical Supply Reimbursement Rate, either up or down, was warranted by no later than June 1, 2021 ("Cost Recovery Evaluation").

G. In 2021, pursuant to the Fourth Amendment, the Parties agreed to extend the Cost Recovery Evaluation deadline from June 1, 2021 to July 31, 2021.

H. Having concluded the Cost Recovery Evaluation, the Parties desire to amend the ALS Billing Agreement to reduce the Medical Supply Reimbursement Rate from \$30.65 to \$30.43 per transport.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

### **AGREEMENT**

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Section 2.3 of the ALS Billing Agreement is amended to read as follows:

**"2.3 Medical Supply Reimbursement Rate.** The OCFA Board of Directors establishes the medical supply reimbursement rate ("Medical Supply Reimbursement Rate"), which Contractor shall pay OCFA per BLS/ALS transport. Contractor shall pay OCFA the Medical Supply Reimbursement Rate for each BLS/ALS patient transport to cover OCFA's costs for providing expendable medical supplies to Contractor. The Medical Supply Reimbursement Rate is reviewed annually by OCFA. The Medical Supply Reimbursement Rate is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any. As of July 22, 2021, the Medical Supply Reimbursement Rate is as follows:

<u>Type of Charge</u>	<u>Maximum Rate</u>
Medical Supply Reimbursement Rate	\$30.43 per transport (BLS/ALS)

3. Section 2.3.1 of the ALS Billing Agreement is amended to read as follows:

**"2.3.1 Suspension of Annual Adjustment to Medical Supply Reimbursement Rate.** Irrespective of any County-approved increases to the BLS Base Rate that may occur following the Fifth Amendment effective date, the Medical Supply Reimbursement shall remain fixed at the amount specified in Section 2.3."

4. Except as expressly modified by this Fifth Amendment, all terms and conditions of the ALS Billing Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment, to be effective on the date first set forth above.

**CARE AMBULANCE, Inc.**

Sign: \_\_\_\_\_

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

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

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

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Dave Shawver, Chair  
OCFA Board of Directors

APPROVED AS TO FORM:  
David E. Kendig, General Counsel

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

ATTEST:

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

Maria D. Huizar, Clerk of the Authority





# **ATTACHMENT 2**



**FIFTH AMENDMENT TO  
ADVANCED LIFE SUPPORT SERVICES  
BILLING AGREEMENT**

This Fifth Amendment to Advanced Life Support Services Billing Agreement ("Fifth Amendment") is made and entered into this 22<sup>nd</sup> day of July 2021 by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Agency organized pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code, hereinafter referred to as "OCFA," and EMERGENCY AMBULANCE SERVICE, Inc., hereinafter referred to as "Contractor." OCFA and Contractor are sometimes referred to collectively herein as the "Parties."

**RECITALS**

A. OCFA and Contractor entered into that certain Advance Life Support Services Billing Agreement on May 21, 2015, as amended by that certain Amendment to Advanced Life Support Services Billing Agreement on November 18, 2015 ("First Amendment"), that certain Second Amendment to Advanced Life Support Services Billing Agreement on March 22, 2018 ("Second Amendment"), that certain Third Amendment to Advanced Life Support Services Billing Agreement on May 28, 2020 ("Third Amendment"), and that certain Fourth Amendment to Advanced Life Support Services Billing Agreement on May 27, 2021 ("Fourth Amendment") (collectively, "ALS Billing Agreement") which is incorporated herein by this reference.

B. Pursuant to the ALS Billing Agreement, Contractor is obligated to pay OCFA the established ALS Reimbursement Rate for each service call where OCFA personnel perform advance life support ("ALS") services to patients who also receive ambulance transport services from Contractor.

C. Pursuant to the ALS Billing Agreement, Contractor is obligated to pay OCFA the established Medical Supply Reimbursement Rate for each service call where OCFA personnel perform ALS services or Basic Life Support ("BLS") services to patients who also receive ambulance transport services from Contractor.

D. In 2015, pursuant to the First Amendment, the Parties agreed to retain the then current ALS Reimbursement Rate and Medical Supply Reimbursement Rate specified in the ALS Billing Agreement and to suspend any increases in the OCFA's ALS Reimbursement Rate and Medical Supply Reimbursement Rate for one year.

E. In 2018, pursuant to the Second Amendment, the Parties agreed to retain the then current ALS Reimbursement Rate and Medical Supply Reimbursement Rate specified in the ALS Billing Agreement and to suspend any increases in the OCFA's ALS Reimbursement Rate and Medical Supply Reimbursement Rate for the term of the ALS Billing Agreement.

F. In 2020, pursuant to the Third Amendment, the Parties agreed to retain the then current ALS Reimbursement Rate and Medical Supply Reimbursement Rate specified in the ALS

Billing Agreement and to suspend any increases in the OCFA's ALS Reimbursement Rate and Medical Supply Reimbursement Rate for the term of the ALS Billing Agreement, provided that the Parties would evaluate rate cost recovery and collectively assess whether an adjustment to the Medical Supply Reimbursement Rate, either up or down, was warranted by no later than June 1, 2021 ("Cost Recovery Evaluation").

G. In 2021, pursuant to the Fourth Amendment, the Parties agreed to extend the Cost Recovery Evaluation deadline from June 1, 2021 to July 31, 2021.

H. Having concluded the Cost Recovery Evaluation, the Parties desire to amend the ALS Billing Agreement to reduce the Medical Supply Reimbursement Rate from \$30.65 to \$30.43 per transport.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

### **AGREEMENT**

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Section 2.3 of the ALS Agreement is amended to read as follows:

**"2.3 Medical Supply Reimbursement Rate.** The OCFA Board of Directors establishes the medical supply reimbursement rate ("Medical Supply Reimbursement Rate"), which Contractor shall pay OCFA per BLS/ALS transport. Contractor shall pay OCFA the Medical Supply Reimbursement Rate for each BLS/ALS patient transport to cover OCFA's costs for providing expendable medical supplies to Contractor. The Medical Supply Reimbursement Rate is reviewed annually by OCFA. The Medical Supply Reimbursement Rate is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any. As of July 22, 2021, the Medical Supply Reimbursement Rate is as follows:

<u>Type of Charge</u>	<u>Maximum Rate</u>
Medical Supply Reimbursement Rate	\$30.43 per transport (BLS/ALS)

3. Section 2.3.1 of the ALS Billing Agreement is amended to read as follows:

**"2.3.1 Suspension of Annual Adjustment to Medical Supply Reimbursement Rate.** Irrespective of any County-approved increases to the BLS Base Rate that may occur following the Fifth Amendment effective date, the Medical Supply Reimbursement shall remain fixed at the amount specified in Section 2.3."

4. Except as expressly modified by this Fifth Amendment, all terms and conditions of the ALS Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment, to be effective on the date first set forth above.

**EMERGENCY AMBULANCE SERVICE, Inc.**

Sign: \_\_\_\_\_

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

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

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

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Dave Shawver, Chair  
OCFA Board of Directors

APPROVED AS TO FORM:  
David E. Kendig, General Counsel

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

ATTEST:

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

Maria D. Huizar, Clerk of the Authority











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

**Board of Directors Meeting**  
**July 22, 2021**

**Agenda Item No. 2C**  
**Consent Calendar**

**Budget Adjustment for General Liability Insurance**

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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

Rhonda Haynes, Risk Manager  
Human Resources

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

714.573.6833

**Summary**

This annual agenda item is submitted to request a budget increase for the Orange County Fire Authority's (OCFA) General Liability Insurance Program coverage with the Fire Agencies Insurance Risk Authority (FAIRA).

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

On July 14, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the July 22, 2021 Board agenda by a 6-0 vote (Directors Sachs, Bourne and Kou absent).

**RECOMMENDED ACTION(S)**

Approve a budget adjustment to the FY 2021/22 General Fund (121) budget increasing expenditures by \$791,679.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The FY 2021/22 General Fund expenditures will be increased by \$791,679.

**Background**

Formed in 1989, FAIRA is a joint powers public agency which provides pooled group insurance to over 100 fire districts in California and Nevada. The OCFA has been a member of FAIRA since 1995 and holds a seat on FAIRA's Board of Directors. On behalf of the OCFA, FAIRA purchases general liability, property, automobile, management liability, portable equipment, crime, cyber liability, healthcare liability, garage keepers, and excess liability coverages.

The expiring 2020/21 policy premium of \$1,169,408 is inclusive of primary general liability insurance coverage of \$1M per occurrence and excess liability insurance coverage of \$10M per occurrence. The total renewal premium for 2021/22 is \$2,151,311 or 84% increase over the expiring premium. The premium increase is primarily due to the FAIRA pool experiencing above average losses in employment liability claims, the general hardening of the current insurance market, Covid-19, and the natural consequence of growing our organization, vehicle fleet, fire stations, and personnel. 2021/22 policy coverages are listed in the attachment.

FAIRA undertook significant steps to reduce our premium in this challenging market. This included shopping the renewal market early, reviewing options with more than a dozen insurance carriers, and utilizing our accrued “rate stabilization fund” to help offset some of the premium increase. Additionally, FAIRA opted for much higher employment liability deductibles to also curb premium increase.

These additional steps resulted in a delay in OCFA’s receipt of the premium this year. The hardened market required that our broker continued to shop potential insurance carriers right up until the expiration of our current policy. The intent was to ensure that OCFA received the best rate possible given the circumstances.

The FY 2021/22 Adopted Budget includes a budget of \$1,359,632 for general liability insurance coverage and a budget adjustment of \$791,679 is needed to cover the unanticipated 84% increase in insurance premium.

**[Attachment\(s\)](#)**

FAIRA General Liability Insurance Program Coverage Summary

**FAIRA GENERAL LIABILITY INSURANCE PROGRAM**  
**Coverage Summary**

**Insurance Company: Allied World Assurance Company**  
**A.M. Best Rating: Financial strength “A”, Credit rating “A+”**  
**Policy Period July 1, 2021 to July 1, 2022**

**Property**

Real Property (Building)	Guaranteed Replacement Cost
Personal Property (Contents)	Per Schedule on file with the Carrier
Deductible	Between \$1,000 and \$5,000

**Crime**

Employee Dishonesty	\$1,000,000
Forgery or Alteration	\$1,000,000
Faithful Performance of Duty	\$1,000,000
Computer Fraud	\$1,000,000
Deductible	\$1,000

**Portable Equipment**

Valuation	Guaranteed Replacement Cost
Deductible	\$1,000

**General Liability**

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage Legal Liability	\$1,000,000
Medical Expense (each accident)	\$10,000
Garage Keepers Liability	\$500,000
General Annual Aggregate	\$10,000,000

**Management Liability**

Each Wrongful Act	\$1,000,000/\$10,000,000 General Annual Aggregate
Defense Expense Injunctive Relief	\$50,000
Deductible Each Wrongful Act	\$250,000
Defense Costs Outside of Limits	

**Automobile**

Bodily Injury or Property Damage	\$1,000,000
Uninsured/Underinsured Motorist	\$1,000,000
Automobile Physical Damage	ACV for Passenger Vehicles, Agreed Value for Apparatus
Deductible	\$1,000 Passenger Vehicles, \$5,000 Apparatus

**Cyber Liability:**

First Party Liability	\$100,000
Third Party Liability	\$1,000,000

**Umbrella (Excess) Liability**

Each Occurrence	\$9,000,000
General Annual Aggregate	\$19,000,000









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

**Board of Directors Meeting**  
**July 22, 2021**

**Agenda Item No. 2D**  
**Consent Calendar**

**Acceptance of 2021 Department of Homeland Security/Federal  
Emergency Management Agency's Urban Search & Rescue  
Preparedness Cooperative Agreement Funding**

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**Contact(s) for Further Information**

Kenny Dossey, Deputy Chief Emergency Operations Bureau	<a href="mailto:KennyDossey@ocfa.org">KennyDossey@ocfa.org</a>	714.573.6006
Vince Carpino, Division Chief Operations Department	<a href="mailto:VincentCarpino@ocfa.org">VincentCarpino@ocfa.org</a>	714.573.6692
Steve Dohman, Battalion Chief US&R Program Manager	<a href="mailto:SteveDohman@ocfa.org">SteveDohman@ocfa.org</a>	949.396.8106

**Summary**

This annual item is submitted for approval and acceptance of the 2021 Preparedness Cooperative Agreement funding from the Department of Homeland Security/Federal Emergency Management Agency's (DHS/FEMA) National Urban Search and Rescue (US&R) Program.

**Prior Board/Committee Action**

On July 14, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the July 22, 201 Board agenda by a 5-0 vote (Directors O'Neill, Sachs, Bourne and Kou absent).

**RECOMMENDED ACTION(S)**

1. Approve and adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.
2. Approve a budget adjustment to the FY 2021/22 General Fund (121) budget increasing revenues and expenditures by \$1,269,878.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The FY 2021/22 General Fund revenues and expenditures will be increased by \$1,269,878.

**Background**

California Task Force Five (CA-TF5), located in Orange County and sponsored by the Orange County Fire Authority, is one of 28 National US&R Task Forces. CA-TF5 has used past Cooperative Agreement funds and activation reimbursements to equip and train the task force members for various missions including but not limited to: rescuing victims in collapsed structures,

responding to natural disasters, and responses to attacks from weapons of mass destruction/terrorist attacks.

Currently, CA-TF5 maintains a response capability that includes an apparatus and equipment supply inventory worth approximately \$8 million. There is also a personnel cadre of over 220 members, composed of a civilian element of structural engineers, disaster search canines, physicians, as well as firefighters from the participating agencies of Anaheim, Orange, and the OCFA.

DHS/FEMA has authorized an initial funding of \$1,236,878 to each US&R Task Force for the administration of an approved National Urban Search and Rescue Response System. In addition to the initial funding that has been awarded to each US&R Task Force, an additional \$33,000 allocation has been awarded to CA-TF5 for the Task Force members that participate and support the national program in leadership positions. Total grant funding for CA-TF5 is as follows:

<b>Grant Funding Component</b>	<b>Component Amount</b>	<b>Total Grant Funding</b>
<i><b>Base funding provided to each US&amp;R Task Force:</b></i>		
• Administration	\$400,363	
• Training (including travel expenses)	\$205,000	
• Equipment/Cache (acquisition, modifications)	\$200,684	
• Storage and Maintenance	\$430,831	
<i>Subtotal</i>		\$1,236,878
<i><b>Additional funding components provided to CA-TF5 only:</b></i>		
• Administration – Western Region Sponsoring Agency Chief	\$4,000	
• Administration – National Incident Support Team Leader	\$3,000	
• Administration – National Incident Support Team Representative	\$18,000	
• Administration – National Logistics Functional Group Leader	\$6,000	
• Administration – National Incident Support Team Ops Group Advisor	\$2,000	
<i>Subtotal</i>		\$33,000
<b>Total Grant Funding Awarded to CA-TF5</b>		<b>\$1,269,878</b>

The Cooperative Agreement funding continues the development and maintenance of the National US&R Response System resources to be prepared to provide qualified, competent US&R personnel in support of all US&R activities/incidents under the Federal Response Plan. This Cooperative Agreement funding is available for use beginning September 1, 2021, through August 31, 2024.

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

Proposed Resolution for Acceptance of FEMA US&R Cooperative Agreement



**RESOLUTION NO. 2021-XX**

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY  
ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY  
(FEMA) NATIONAL URBAN SEARCH AND RESCUE (US&R)  
PROGRAM COOPERATIVE AGREEMENT TO PURCHASE US&R  
EQUIPMENT AND SUPPLIES, MAINTENANCE AND REPAIR OF  
US&R EQUIPMENT, TRAINING, AND PROGRAM ADMINISTRATION**

*WHEREAS*, the Orange County Fire Authority is one of only 28 agencies in the country selected to participate in the FEMA's National US&R Response System; and

*WHEREAS*, OCFA entered into a tri-party agreement with FEMA and the California Governor's Office of Emergency Services, who provides oversight and additional support for the program; and

*WHEREAS*, currently Orange County US&R California Task Force 5 maintains a response capability including apparatus and equipment supply inventory worth approximately \$8 million; and

*WHEREAS*, Orange County US&R California Task Force 5 maintains a personnel cadre of over 220 members that includes a civilian element of structural engineers, disaster search canines, physicians, as well as firefighters from the participating agencies of Anaheim, Orange and the OCFA; and

*WHEREAS*, FEMA has authorized a funding award of \$1,269,878 which is available for use beginning September 30, 2021, through August 31, 2024, for preparedness issues related to the Urban Search and Rescue Program.

*NOW, THEREFORE*, the Board of Directors of the Orange County Fire Authority does hereby resolve to accept the FEMA US&R Cooperative Agreement to be utilized for such things as procurement of US&R equipment and supplies, maintenance and repair of US&R equipment, training and program administration. Additionally, these funds can be used for associated travel expenses for task force personnel to attend US&R related training courses, exercises, meetings, and for the management and administration of US&R activities. This includes expenses relating to task force maintenance, development, record-keeping, and correspondence.

*PASSED, APPROVED, AND ADOPTED* this \_\_\_\_ day of \_\_\_\_\_ 2021.

---

DAVID JOHN SHAWVER, CHAIR  
Board of Directors

ATTEST:

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MARIA D. HUIZAR, CMC  
Clerk of the Authority









Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
July 22, 2021

Agenda Item No. 2E  
Consent Calendar

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**Proclamation for Fire Prevention Week**

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**Contact(s) for Further Information**

Lori Smith, Assistant Chief/  
Community Risk Reduction Department

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

714.573.6016

Colleen Windsor,  
Communications Director

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

714.573.6028

**Summary**

Annually, the Orange County Fire Authority proclaims the week that includes October 9<sup>th</sup> as Fire Prevention Week.

**Prior Board/Committee Action**

Not applicable.

**RECOMMENDED ACTION(S)**

Approve proclamation designating October 3-9, 2021, as Fire Prevention Week.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

There is no fiscal impact associated with this item.

**Background**

Since 1922, there has been a public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country. During Fire Prevention Week, children and adults learn how to prevent fires and what safeguards to take if a fire starts. Firefighters and community educators provide lifesaving public education to prevent fires from starting and drastically decrease injuries and casualties caused by fires.

Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating loss of life and damage. This horrific blaze killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres of land.

This year, Fire Prevention Week will be observed October 3-9, 2021. This year's campaign, "Learn the Sounds of Fire Safety!" works to educate everyone about the different sounds the smoke and carbon monoxide alarms make. Knowing what to do when an alarm sounds will keep you and your family safe. When an alarm makes noises – a beeping sound or a chirping sound – you must take action. We encourage Orange County residents to check their alarm systems and to support the public safety activities and efforts during Fire Prevention Week 2021.

**Attachment(s)**

Proposed Proclamation

**FIRE PREVENTION WEEK  
PROCLAMATION**

*WHEREAS*, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

*WHEREAS*, working smoke alarms in the home can reduce the risk of dying in a fire by more than half. An average of 358,500 homes experience a structural fire each year; and

*WHEREAS*, three of every home fire deaths occur in homes with no smoke alarms. 16% of home fire deaths result from smoke alarms that failed to operate; and

*WHEREAS*, over the last year there have been 115 cooking fires across Orange County, at least 30 of which started in homes without functioning smoke alarms. In 2018, California was in the top three states in the US with the largest numbers of fire deaths; and

*WHEREAS*, Orange County residents should install working smoke alarms on every level of the home, in the hallway outside the sleeping areas, and in each bedroom, check their smoke alarms monthly, replace batteries regularly, replace smoke alarms every 10 years and create and practice their home escape plans; and

*WHEREAS*, Orange County residents are responsive to public education and outreach measures and can take personal steps to increase their safety from fire, especially in their homes; and

*WHEREAS*, the 2021 Fire Prevention Week theme, “Learn the Sounds of Fire Safety” effectively serves to remind us to learn the sounds of smoke alarms and how to respond to them.

*NOW, THEREFORE BE IT RESOLVED*, that the Orange County Fire Authority Board of Directors does hereby declare October 3-9, 2021, as “Fire Prevention Week” and urge Orange County residents to learn the sounds of smoke alarms, what those sounds mean, and how to respond to them and to support the many public safety activities and efforts of Orange County Fire Authority during Fire Prevention Week 2021.









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

**Board of Directors Meeting**  
**July 22, 2021**

**Agenda Item No. 2F**  
**Consent Calendar**

**Award of Public Works Contract for**  
**Fire Station 49 Foundation Remediation Project**

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**Contact(s) for Further Information**

Jim Ruane, Assistant Chief  
Logistics Department

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

714.573.6028

Patrick Bauer, Property Manager  
Logistics Department

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

714.573.6471

**Summary**

This agenda item seeks approval of the plans and specifications for construction services for foundation remediation at Fire Station 49 and the award of a public works contract to A2Z Construct, Inc., the lowest responsive and responsible bidder, responding to bid RO2478.

**Prior Board/Committee Action**

None

**RECOMMENDED ACTION(S)**

1. Approve the plans and specifications for foundation remediation at Fire Station 49.
2. Accept the A2Z, Inc. bid of June 3, 2021.
3. Approve and award the public works contract to A2Z, Inc. in the amount of \$428,800.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for this contract is available in the existing FY2021/22 Fund 123 Fire Stations and Facilities CIP.

**Background**

The Property Management Department is responsible for the upgrade, maintenance, and repair of OCFA's 22-acre headquarters, 77 fire stations, USAR Warehouse and Air Operations Hangar. Fire Station 49 (FS49) is located in Laguna Niguel and was constructed in 1989, prior to the inception of OCFA. The original intent of FS49 was to hold lighter equipment that was in use at that time. In the last five years, FS49 has experienced damage to the concrete floor of its apparatus bays due to the heavy truck that continues to be housed and utilized at the fire station. This ongoing condition has resulted in degradation of the station foundation and requires remedial repair and replacement of the areas beneath the apparatus bays. FS49 is an active fire station used for emergency response.

OCFA contracted with VO Engineering for surveying, mapping, structural design, preparation of bid specifications and construction drawings. VO Engineering has been providing on-going professional geotechnical slope and foundation monitoring and analysis services on Fire Station

49 as the project's established Engineer of Record. VO Engineering was originally selected as the successful professional service provider as a result of OCFA Request for Qualifications RO2327 completed in 2019.

***Invitation for Bids (IFB) Process***

On May 7, 2021 staff issued IFB RO2478 utilizing the recently revised formal public works forms to solicit competitive bids for foundation remediation at Fire Station 49. A mandatory job-walk was held on May 20, 2021 with bids due on June 3, 2021. Four construction bids were received from the following contractors:

<b>Bidder</b>	<b>Lump Sum Pricing</b>
A2Z Construct, Inc.	\$428,800
MVC Enterprises, Inc.	\$474,000
AG Construction	\$488,001
Nationwide Contracting Services, Inc.	\$569,200

Staff reviewed submittals for responsiveness and then vetted the qualifications of each bidder. All four bidders were deemed qualified. See Attachment One for a detailed report of the contractors' qualifications.

Additionally, staff reviewed the pricing submitted and confirmed the reasonableness of the apparent lowest bidder's pricing based on the engineer's estimate, individual cost categories, and comparison to other bidders' pricing. See Attachment Two for the Bid Tabulation with cost category comparison.

Subsequent to this review, a discussion was conducted between A2Z Construct, Inc. and the OCFA project team to confirm specifications and the scope of work of the project as provided in the bid submittal. As a result of the pre-qualification process, price analysis, and confirmation of the specifications and scope of work, A2Z Construct, Inc. is deemed the lowest responsive and responsible bidder.

***Recommendation***

Based on the bid results, staff recommends contract award to A2Z, Inc., the lowest responsive responsible bidder based on the base bid in the amount of \$428,800.

***Attachment(s)***

1. Executive Summary
2. Bid Tabulation
3. Bid Submittal from A2Z Construct, Inc.
4. Proposed Public Works Contract

# **ATTACHMENT 1**





## Executive Summary: Formal Public Works Bid

### Bid #RO2478 : Fire Station 49 Foundation Remediation Project

#### Section 1. Project Information

IFB Issue Date	5/7/2021	IFB Due Date	6/3/2021
Vendors Notified	714	Bids Received	4
Job Walk	5/20/2021	Job Walk: Contractor Attendees	11
Addenda Issued	1	Engineer's Estimate	\$490,000
Project Description:	Construction services for foundation remediation at Fire Station 49		
Solicitation Method:	Due to the public works nature of this project, the estimated value exceeding \$200,000, this project was solicited through the Formal Invitation for Public Works process.		

#### Section 2. Pre-Qualification of Responsive Bidders

*Pre-Qualification includes a review of the following: Qualifications Questionnaire, Project References, Bidder's Bond, Designation of Sureties, Certification of Site Examination, Project Approach & Timeline, and the CA CSLB and DIR websites for license verification/validation.*

Contractor			Pre-Qualification Determination
A2Z Construct, Inc.			<input checked="" type="checkbox"/> Qualified <input type="checkbox"/> Not Qualified
Contractor Reputation: <i>Labor Compliance, Safety Record, Previous Disqualifications, Civil Wage Penalties, Convictions</i>			<input checked="" type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory
Notes:	No findings.		
Contractor Capability to Perform Work: <i>CSLB Licensing, DIR Registration, Surety Information, Prior Claims, Completion of Similar Work, Ability to Complete Project, Prior Contract Termination</i>			<input checked="" type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory
Prior & Current Contracts:	<u>Prior:</u> Citrus Ranch Park Shade Overhead – Steel and wood structure with concrete foundation, stone work, and steel shade; Craycraft Park Restroom – Concrete footings, drains, lines and steel framing; Phillip Reiley Elementary School Shade Structure – Concrete slab, footing, and shade structure  <u>Current:</u> Grant Howald Park Restroom Rehabilitation; District Transportation Center Remodel		
Disposition of References:			<input checked="" type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable
References Provided:	4	No. References that Responded:	3
Notes:	All three of the references that were reached gave positive feedback regarding the project completed by A2Z Construct. Contractor performed and completed work as agreed, within time, budget, and would be recommended for future projects.		
MVC Enterprises, Inc.			<input checked="" type="checkbox"/> Qualified <input type="checkbox"/> Not Qualified
Contractor Reputation: <i>Labor Compliance, Safety Record, Previous Disqualifications, Civil Wage Penalties, Convictions</i>			<input checked="" type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory

<b>Notes:</b>	No findings.		
<b>Contractor Capability to Perform Work:</b> CSLB Licensing, DIR Registration, Surety Information, Prior Claims, Completion of Similar Work, Ability to Complete Project, Prior Contract Termination			<input checked="" type="checkbox"/> <b>Satisfactory</b> <input type="checkbox"/> <b>Unsatisfactory</b>
<b>Prior &amp; Current Contracts:</b>	<u>Prior:</u> Multi-million dollar projects for multiple school districts related to school construction, steel shades, and various concrete with foundation work.  <u>Current:</u> Multi-million concrete work at Edwards AFB, multiple educational facilities  <u>Note:</u> Contractor listed a subcontractor with no DIR registration, however upon further review, this sub was to provide consulting services only so no DIR would be required for that nature of work.		
<b>Disposition of References:</b>			<input checked="" type="checkbox"/> <b>Favorable</b> <input type="checkbox"/> <b>Unfavorable</b>
<b>References Provided:</b>	14	<b>No. References that Responded:</b>	3
<b>Notes:</b>	Generally favorable responses from references. One stated main office communication was lacking. All agreed performance and end product were adequate.		
<b>AG Construction</b>			<input checked="" type="checkbox"/> <b>Qualified</b> <input type="checkbox"/> <b>Not Qualified</b>
<b>Contractor Reputation:</b> Labor Compliance, Safety Record, Previous Disqualifications, Civil Wage Penalties, Convictions			<input checked="" type="checkbox"/> <b>Satisfactory</b> <input type="checkbox"/> <b>Unsatisfactory</b>
<b>Notes:</b>	Prior debarment from 2015 to 2018 due to labor compliance. Current standing is active and cleared to bid on public projects. In consultation with legal counsel, staff concludes the labor issue is insufficient to deem the contractor non-responsible.		
<b>Contractor Capability to Perform Work:</b> CSLB Licensing, DIR Registration, Surety Information, Prior Claims, Completion of Similar Work, Ability to Complete Project, Prior Contract Termination			<input checked="" type="checkbox"/> <b>Satisfactory</b> <input type="checkbox"/> <b>Unsatisfactory</b>
<b>Prior &amp; Current Contracts:</b>	<u>Prior:</u> Several multi-million dollar projects for community centers, sewers, other buildings (prior to debarment)  <u>Current:</u> Magnolia Science Academy Schools – General Construction; Apartment construction in Hollywood - \$2.5M		
<b>Disposition of References:</b>			<input type="checkbox"/> <b>Favorable</b> <input type="checkbox"/> <b>Unfavorable</b>
<b>References Provided:</b>	46	<b>No. References that Responded:</b>	0
<b>Notes:</b>	Three references were required however 46 were provided. Staff attempted to make contact with ten of the provided references but received no response.		
<b>Nationwide Contracting Services</b>			<input checked="" type="checkbox"/> <b>Qualified</b> <input type="checkbox"/> <b>Not Qualified</b>
<b>Contractor Reputation:</b> Labor Compliance, Safety Record, Previous Disqualifications, Civil Wage Penalties, Convictions			<input checked="" type="checkbox"/> <b>Satisfactory</b> <input type="checkbox"/> <b>Unsatisfactory</b>
<b>Notes:</b>	No findings.		
<b>Contractor Capability to Perform Work:</b> CSLB Licensing, DIR Registration, Surety Information, Prior Claims, Completion of Similar Work, Ability to Complete Project, Prior Contract Termination			<input checked="" type="checkbox"/> <b>Satisfactory</b> <input type="checkbox"/> <b>Unsatisfactory</b>
<b>Prior &amp; Current Contracts:</b>	<u>Prior:</u> Completed large scale concrete projects for ADA barriers for multiple educational facilities		

		Current: Multi-million dollar projects for concrete work in Santa Ana Santiago Park, Irvine Valley College, Costa Mesa	
Disposition of References:			<input checked="" type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable
References Provided:	6	No. References that Responded:	2
Notes:	Both references stated that the contractor completed work. One described issues regarding a lack of communication and large number of changes during project. The other reference had an overall positive experience and recommended Nationwide for future projects and despite changes to the project, the contractor was able to complete the project within budget, scope, and with acceptable levels of quality.		
<b>Section 3. Bid Pricing</b> <i>See attached Bid Tabulation for Detailed Cost Comparison</i>			
Lowest Responsive, Responsible Bidder:		A2Z Construct, Inc.	
Comparison to Engineer's Estimate:		\$61,200 less	
Pricing Determination:		<input checked="" type="checkbox"/> Reasonable <input type="checkbox"/> Not Reasonable	
Justification:		Price is 12.49% lower than the engineer's estimate. Price deemed reasonable as the Engineer's estimate of \$490,000 accounted for a scenario with increased concrete costs due to the potential need to stage the project into three phases rather than one, which was deemed what would be done and included in the bid via an addendum acknowledged by all bidders.	
<b>Section 4. Recommendation for Award</b>			
<b>Award Documentation:</b>			
Payment Bond:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Performance Bond:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Award Certifications:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Insurance Certificates:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Discussion:</b>			
Additional research was completed by OCFA staff to confirm responsiveness and responsibility of the bid and qualifications of the apparent low-bidder, A2Z Construct, Inc. A discussion was conducted with A2Z Construct, Inc. and the OCFA project team after bid opening to confirm specifications and the scope of work of the project as provided in the bid submittal. OCFA staff also verified the current California State License Board (CSLB) license statuses and registration with the Department of Industrial Relations (DIR) for A2Z, who will self-perform all aspects of the project. As a result of the additional research, meeting, and verified qualifications, staff recommends award to A2Z Construct, Inc. as the lowest responsive and responsible bidder.			





# **ATTACHMENT 2**



RO2478 - FS49 Foundation Repair	A2Z Construct Inc. Lowest Bid		MVC Enterprises, Inc.			AG Construction			Nationwide Contracting Services		
	Lump Sum Total Bid	Difference from Engineer's Estimate	Lump Sum Total Bid	Difference from Engineer's Estimate	Difference from Lowest Bid	Lump Sum Total Bid	Difference from Engineer's Estimate	Difference from Lowest Bid	Lump Sum Total Bid	Difference from Engineer's Estimate	Difference from Lowest Bid
	\$428,800	-\$61,200	\$474,000	-\$16,000	\$45,200	\$488,001	-\$1,999	\$59,201	\$569,240	\$79,240	\$140,440
Line Item Subtotal		Cost Category Comparison		Line Item Subtotal		Cost Category Comparison		Line Item Subtotal		Cost Category Comparison	
Category I: Labor Classifications (Prevailing Wage)		\$160,000		\$189,600		\$195,000		\$186,000		\$26,000	
Category II: Permanent & Non-Permanent Materials/Supplies		\$90,000		\$142,200		\$115,000		\$167,000		\$77,000	
Category III: Equipment		\$45,000		\$61,620		\$49,000		\$45,000		\$0	
Category IV: Overhead & Indirect Costs		\$133,800		\$80,580		\$129,001		\$171,240		\$37,440	
Category V: Profit (% As written)		28.00%		10.00%		22.00%		15.00%		-13.00%	
Notes:		Price is 12.49% lower than the engineer's estimate. Price deemed reasonable as the Engineer's estimate of \$490,000 accounted for a scenario with increased concrete costs due to the potential need to stage the project into three phases rather than one, which was deemed what would be done and included in the bid via an addendum acknowledged by all bidders.		Price is 3.27% lower than engineer's estimate.		Price is 0.4% lower than engineer's estimate.		Price is 16.17% higher than engineer's estimate.			



# **ATTACHMENT 3**



**SECTION 3: PROPOSAL DOCUMENTS****BID SUBMITTAL**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the Bidder submit the following documents, organized in the manner specified below. All Bidders are expected to provide detailed answers where requested. Additional information, if provided, should be separately identified in the bid. **Failure to submit these documents may result in the bid being deemed non-responsive.**

- ☒ Transmittal Page One – IFB Response Forms (*Exhibit 3A*)
- ☒ Original Bidder's Bond (*Exhibit 3B*)
- ☒ Certification of Bid (*Exhibit 3C*)
- ☒ Non-Collusion Affidavit (*Exhibit 3D*)
- ☒ Contractor's Licensing Statement (*Exhibit 3E*)
- ☒ List of Subcontractors (*Exhibit 3F*)
- ☒ Designation of Sureties (*Exhibit 3G*)
- ☒ Bidder's Certification of Compliance with Insurance Requirements (*Exhibit 3H*)
- ☒ Certification of Site Examination (*Exhibit 3I*)
- ☒ Bid Sheets (*Exhibit 3J*)
- ☒ Project Approach and Schedule (*Exhibit 3K*)
- ☒ List of Project References (*Exhibit 3L*)
- ☒ Qualifications Questionnaire (*Exhibit 3M*)
- ☒ Party and Participant Disclosure Forms (*Exhibit 3N*)

**3A: TRANSMITTAL PAGE**

TO: Orange County Fire Authority

FROM: A2Z Construct Inc

(Legal Name of Contractor)

PROJECT: FOUNDATION REPAIRS AT OCFA FIRE STATION 49

The contractor will accept in full payment for the work specified herein the following total lump sum amount, inclusive of all applicable taxes and markup (transferred from Exhibit 3J: Bid Sheets):

**BID LUMP SUM:**

NUMERICAL:

\$ 428,800.00

WRITTEN:

Four hundred twenty eight thousand eight hundred dollars

**ACKNOWLEDGMENT OF ADDENDA:**

No.: 1 Dated: 05/24/2021 No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
 No.: \_\_\_\_\_ Dated: \_\_\_\_\_ No.: \_\_\_\_\_ Dated: \_\_\_\_\_

**BIDDER'S CHECKLIST:**

Bidder certifies that the following documents are included in its Bid:

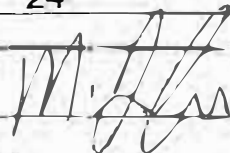
- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Transmittal Page (Exhibit 3A)                 | <input checked="" type="checkbox"/> List of Subcontractors (Exhibit 3F)   | <input checked="" type="checkbox"/> Project Approach and Schedule (Exhibit 3K)          |
| <input checked="" type="checkbox"/> Bidder's Bond (Exhibit 3B)                    | <input checked="" type="checkbox"/> Designation of Sureties (Exhibit 3G)  | <input checked="" type="checkbox"/> List of Project References (Exhibit 3L)             |
| <input checked="" type="checkbox"/> Certification of Bid (Exhibit 3C)             | <input checked="" type="checkbox"/> Bidder's Certification of Compliance with Insurance Requirements (Exhibit 3H) | <input checked="" type="checkbox"/> Qualifications Questionnaire (Exhibit 3M)           |
| <input checked="" type="checkbox"/> Contractor's Licensing Statement (Exhibit 3D) | <input checked="" type="checkbox"/> Certification of Site Examination (Exhibit 3I)                                | <input checked="" type="checkbox"/> Party and Participant Disclosure Forms (Exhibit 3N) |
| <input checked="" type="checkbox"/> Non-Collusion Affidavit (Exhibit 3E)          | <input checked="" type="checkbox"/> Bid Sheets (Exhibit 3J)   |   |

**MINIMUM QUALIFICATIONS:**

Bidder Meets the Minimum Qualifications as follows:

CSLB License #: 739539 Expiration: 03/31/2023  
 DIR Registration #: 1000012937 Expiration: 06/30/2021  
 Number of Years of Experience: 24

SIGNATURE OF CONTRACTOR:



PRINTED NAME: Matthew Jafari

TITLE: President



**3B: BIDDER'S BOND**

(10% of Agreement Price)

**Bidders must use this form, NOT a surety company form**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, A2Z CONSTRUCT, INC. as Principal ("Principal"), and CONTRACTORS BONDING AND INSURANCE COMPANY as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of ILLINOIS and authorized to do business as a surety in the State of California, are held and bound unto the Orange County Fire Authority ("OCFA") of Orange County, State of California as Obligee, in the sum of TEN PERCENT OF GREATER AMOUNT BID Dollars (\$ 10% ) lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the OCFA for all work specifically described in the accompanying bid:

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner required under the Bid Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract ("Agreement"), in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the Agreement and to file the required performance and labor and material bonds, and to meet all other conditions to the Agreement between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to submit and execute the Agreement award documents as required in the Invitation for Bid Document within the timeline specified therein.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the OCFA awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (180) days after the date of the bid opening.

**[Signature Page Follows]**

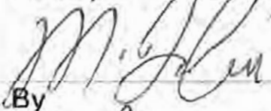
IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 26TH day of MAY, 2021, accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract;

**CONTRACTOR:**

(Affix Corporate Seal)

A2Z CONSTRUCT, INC.

Principal



By

Matthew Jafari / President

Print Name and Title of Signatory

SEE CALIFORNIA NOTARY, ATTACHED →

**SURETY:**

(Affix Corporate Seal)

CONTRACTORS BONDING AND INSURANCE COMPANY

Surety



By MARK D. IATAROLA, ATTORNEY-IN-FACT

CONTRACTORS  
BONDING AND INSURANCE COMPANY  
111 PACIFICA, SUITE 350  
SANTA ANA, CA 92618  
949/341-6169

NAME, ADDRESS AND TELEPHONE NUMBER OF SURETY

MALONEY AND ASSOCIATES

Name of California Agent of Surety

435 WEST GRAND AVENUE, ESCONDIDO, CA 92025

Address of California Agent of Surety

760/738-2610

Telephone Number of California Agent of Surety

Attach Notary acknowledgments for all signatures. Attach Power of Attorney Attach Power of Attorney if executed by Attorney-in-Fact. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 5/26/2021

Date

before me,

SANDRA FIGUEROA, NOTARY PUBLIC

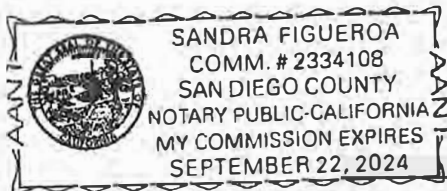
Here Insert Name and Title of the Officer

personally appeared

MARK D. IATAROLA

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sandra Figueroa

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Jatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of November, 2020.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By:

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

### CERTIFICATE

On this 23rd day of November, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 26TH day of MAY, 2021.

By:

Catherine D. Glover

Notary Public

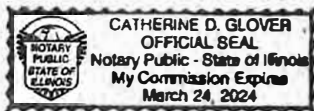
**RLI Insurance Company**

**Contractors Bonding and Insurance Company**

By:

Jeffrey D. Dick

Corporate Secretary



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On June 2nd 2021 before me, Tejal Munsif, Notary Public  
(insert name and title of the officer)

personally appeared Matthew Jafari  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



attached 3B Bidder's Bond



### **3C: CERTIFICATION OF BID**

In responding to IFB RO2478 – FOUNDATION REPAIRS AT OCFA FIRE STATION 49, the undersigned Bidder(s) certifies the following:

1. Bidder agrees to provide all necessary labor, materials, equipment, and services to OCFA per the specifications contained herein and that all furnished labor is able to work in harmony with all other elements of labor employed or to be employed on the work.
2. Bidder further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this IFB, and the resulting Construction Services Agreement. **If there are any exceptions to or deviations from the terms of the Contract Documents (Section 4), they must be stated in an attachment included with the bid.** Where Bidder wishes to propose alternatives to the OCFA'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, Bidder will be deemed to have accepted the form of the contract requirements set forth in Section 4.
3. The Bidder hereby certifies that the individual signing the submittal is an authorized agent for the Bidder and has the OCFA to legally bind the Bidder to the Contract.
4. The undersigned has reviewed the work outlined in the documents and fully understands the scope of work required, understands the construction and project management function(s) as described, and that each contractor who is awarded a contract shall be in fact the prime contractor, not a subcontractor, to the OCFA, and agrees that its offer, if accepted by the OCFA, will be the basis for the contractor to enter into a contract with the OCFA.
5. The undersigned had notified the OCFA in writing any discrepancies or omission or of any doubt, questions, or ambiguities about the meaning of any of the IFB documents.
6. By submitting this Offer Form and signing below, the liquidated damages clause of the Agreement is hereby acknowledged.
7. It is understood that the OCFA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days.
8. Contractor expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the OCFA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the contractor may be subject to criminal prosecution.
9. Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940. Bidder certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.
10. The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager: (1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by

any Federal agency within the past 3 years; (3) does not have a proposed debarment pending; and (4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

**To the Orange County Fire Authority:**

Contractor hereby certifies to the OCFA that all representations, certifications, and statements made by the contractor, as set forth in this offer form, are true and correct and are made under penalty of perjury. 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.

LEGAL NAME OF CONTRACTOR: A2Z Construct IncSIGNATURE OF CONTRACTOR: PRINTED NAME: Matthew JafariTITLE: PresidentCONTRACTOR ADDRESS: PO Box 80425CITY: Rancho Santa MargaritaSTATE: CAZIP CODE: 92688

IF CONTRACTOR IS A CORPORATION, AFFIX CORPORATE SEAL AND COMPLETE THE FOLLOWING:

NAME OF CORPORATION: A2Z Construct IncDATE OF INCORPORATION: 03/18/2010PRESIDENT: Matthew Jafari

TREASURER: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

MANAGER: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

SEE CALIFORNIA NOTARY, ATTACHED →

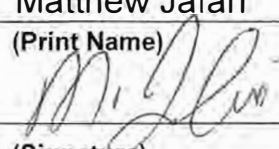
(Signature of Notary Public)

(Attach Jurat)

BY

Matthew Jafari

(Print Name)

  
(Signature)

TITLE

President

(SEAL)

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 2nd  
day of June, 2021, by Matthew Jafari

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read "Tejal Munsif", written over a horizontal line.

Attached - 3c certification  
of Bid.



**3D: NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA     )  
   ) SS  
 COUNTY OF                    )

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6-22-21 [date], at MISSION VIEJO [city], CA [state]."

Signed

  
 \_\_\_\_\_  
 President

 \_\_\_\_\_  
 Title

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**SEE CALIFORNIA NOTARY, ATTACHED** →

\_\_\_\_\_  
 Signature of Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 2nd  
day of June, 2021, by Matthew Jafari

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in dark ink, appearing to read 'Tejal Munsif', written over a horizontal line.

attached - 3D: Non collusion  
Affidavit

**3E: CONTRACTOR'S LICENSING CERTIFICATION**

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

The undersigned certifies that the contractor is licensed in accordance with the laws of the State of California to do the type of work required. Contractor further certifies that it is regularly engaged in the general class and type of work called for in this Request for Informal Bid. The successful contractor and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Please complete and/or provide all requested information.

CONTRACTOR'S  
LICENSE NO: 739539 CLASS: A,B EXPIRATION: 03/31/2023  
CA DIR REGISTRATION NUMBER: 1000012937 EXPIRATION: 06/30/2021  
CONTRACTOR TELEPHONE: 949-283-5179 CONTRACTOR FAX: 949-589-4274  
BUSINESS ADDRESS: PO Box 80425 Rancho Santa Margarita, CA 92688  
LENGTH OF TIME IN BUSINESS: 24  
LENGTH OF TIME AT CURRENT LOCATION: 24  
NUMBER OF EMPLOYEES: 2 NUMBER OF CURRENT CLIENTS: 2

*If the contractor operates as a sole proprietorship:*

NAME OF INDIVIDUAL CONTRACTOR: \_\_\_\_\_

SIGNATURE OF OWNER: N/A

BUSINESS ADDRESS: \_\_\_\_\_

*If the contractor operates under a partnership:*

NAME OF FIRM: \_\_\_\_\_

PARTNER NAME: \_\_\_\_\_ PARTNER TITLE: \_\_\_\_\_

PARTNER ADDRESS: N/A

SIGNATURE OF PARTNER: \_\_\_\_\_

PARTNER NAME: \_\_\_\_\_ PARTNER TITLE: \_\_\_\_\_

PARTNER ADDRESS: \_\_\_\_\_

SIGNATURE OF PARTNER: \_\_\_\_\_

If contractor operates under a corporation:

NAME OF CORPORATION: A2Z Construct Inc

CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA:



SIGNATURE OF CORPORATION PRESIDENT

SIGNATURE OF THE CORPORATION SECRETARY

6/2/21

DATE

Management person responsible for direct contact with OCFA:

NAME: Matthew Jafari

TITLE: President

TELEPHONE: 949-283-5179

E-MAIL: a2zconstructinc2@aol.com

Person responsible for the day-to-day servicing of the account/project.

NAME: Matthew Jafari

TITLE: President

TELEPHONE: 949-283-5179

E-MAIL: a2zconstructinc2@aol.com

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

SEE CALIFORNIA NOTARY, ATTACHED →

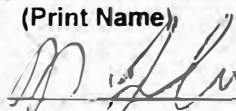
(Signature of Notary Public)

(Attach Jurat)

BY

Matthew Jafari

(Print Name)



(Signature)

TITLE

President

(SEAL)

(SEAL)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 2nd  
day of June, 2021, by Matthew Jafari

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'Tejal Munsif', written over a horizontal line.

Attached - 3E; Contractor's  
Licensing Certification

**3F: PROPOSED SUBCONTRACTORS**

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., Bidder must clearly set forth the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the Contractor's total bid.

Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list as to any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, Bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. Bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

<b>Subcontractor Name</b>	N/A		
Address			
DIR Registration No.	CSLB No.	Class	
Phone	Email		
Percent of Total Contract			
Specific Scope of Work			
<b>Subcontractor Name</b>	N/A		
Address			
DIR Registration No.	CSLB No.	Class	
Phone	Email		
Percent of Total Contract			
Specific Scope of Work			
<b>Subcontractor Name</b>	N/A		
Address			
DIR Registration No.	CSLB No.	Class	
Phone	Email		
Percent of Total Contract			
Specific Scope of Work			
<b>Subcontractor Name</b>	N/A		
Address			
DIR Registration No.	CSLB No.	Class	
Phone	Email		
Percent of Total Contract			
Specific Scope of Work			
<b>Subcontractor Name</b>	N/A		
Address			
DIR Registration No.	CSLB No.	Class	
Phone	Email		
Percent of Total Contract			
Specific Scope of Work			

**3G: DESIGNATION OF SURETIES**

The following are the names, addresses and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds.

<b>Name</b>	Contractors Bonding and Insurance Co.
Address	111 Pacifica Suite #350, Irvine, CA 92618
Phone No.	760-738-2610
<b>Name</b>	Number One Insurance
Address	1711 Beach Blvd. #103 Huntington Beach, CA 92647
Phone No.	714-848-4400
<b>Name</b>	Progressive Commercial, United Financial Cas Co.
Address	PO Box 94739, Cleveland, OH 44101
Phone No.	1-800-444-4487
<b>Name</b>	N/A
Address	
Phone No.	

**3H: BIDDER'S CERTIFICATION OF COMPLIANCE WITH  
INSURANCE REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION**

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR IFB RO2478 – FOUNDATION REPAIRS AT OCFA FIRE STATION 49 AND IN THE SPECIAL PROVISIONS FOR IFB RO2478 – FOUNDATION REPAIRS AT OCFA FIRE STATION 49 and accepts all conditions and requirements contained therein.

BIDDER acknowledges that ACORD forms will not be accepted when policy forms or endorsements are required.

BIDDER acknowledges that some insurance companies may be unwilling to issue all of the policy coverage and endorsements required in the conditions and requirements. It is BIDDER's responsibility to ensure that it will be able to provide evidence of all required types and amounts of insurance and all policy endorsements required hereunder.

BIDDER represents and warrants that, prior to signing below, BIDDER has confirmed with BIDDER's insurer(s) or insurance broker(s) that all required evidence of the types and amounts of insurance, and all required endorsements of insurance coverage, will be timely provided to OCFA in accordance with the conditions and requirements. Failure to provide all required evidence of insurance and endorsements when required will constitute a material breach of the agreement.

A2Z Construct Inc

Bidder

Matthew Jafari

By

6/2/21  
Date



**3I: CERTIFICATION OF SITE EXAMINATION**

By signing below, Bidder certifies each of the following:

1. Bidder is fully informed of the conditions relating to the construction of the work and the employment of labor thereon
2. The specifications for the work show conditions as they are believed to exist. The conditions shown do not constitute a representation or warranty express or implied by the OCFA, its officers or agents that such conditions actually exist.
3. Bidder has thoroughly examined the site for the work described herein and attended the mandatory pre- bid inspection of the building(s) and site(s), conducted by the OCFA. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.
4. Bidder has observed the designated Contractor work areas, material equipment storage areas, access routes, as well as the ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed for such matters.
5. Bidder is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed.
6. Bidder acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work that may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property and expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.

**To the Orange County Fire Authority:**

I certify that I have examined the site and the bid is complete and there will be no requests for additional payment for failure to examine the site thoroughly.

**Date of Site Examination:** 05/20/2021

**Company Name:** A2Z Construct Inc

**Signature:** 

**Printed Name / Title of Company Representative:** Matthew Jafari/President

**Date:** 6/2/21

**3J: BID SHEETS**

**Cost Analysis:** The bid information is relevant to a determination of whether the pricing offered is fair and reasonable in light of the Scope of Services to be provided. Failure to submit the information in the format requested may result in the bid being deemed non-responsive.

**Instructions:** - Input your information in the blank cells as follows:

- Insert a description for each Line
- Insert the lump sum subtotal for each category
- Add all categories to arrive at the Project Grand Total

CATEGORY I: LABOR		
Line	Description	
1		
SUBTOTAL LABOR:		160,000.7
CATEGORY II: Permanent & Non-Permanent Materials/Supplies		
Line	Description	
2		
SUBTOTAL MATERIALS:		90,000.7
CATEGORY III: EQUIPMENT		
Line	Description	
3		
SUBTOTAL EQUIPMENT:		45,000.7
CATEGORY IV: OVERHEAD & INDIRECT COSTS		
Line	Description	
4		
SUBTOTAL OVERHEAD:		40,000.7
PROJECT SUBTOTAL		
CATEGORY V: PROFIT		
Line	Description	% Profit
5	Provide the percentage of the project subtotal (above) that will be assessed as profit:	1.28.
SUBTOTAL PROFIT (IN DOLLARS)		93,800.7
CATEGORY VI: PERMITS/FEES		
Line	Description	Estimated Permits/Fees
6	Provide an estimate of the permits and fees for the project. These fees will be reimbursed at actual cost or may be paid directly to the regulating agency by OCFA.	
SUBTOTAL PERMITS/FEES		
PROJECT GRAND TOTAL		4128,800.7

**3K: PROJECT APPROACH AND TIMELINE**

**Failure to provide the information requested below may result in the bid being deemed non-responsive:**

1. Submit a Rough Construction Schedule. This will be the basis for the approved Construction Schedule.
2. Submit a Rough Schedule of Values, including mobilization and field office costs, in a format consistent with AIA Document G703 – 1992. This will be the basis for the approved Schedule of Values.
3. Submit a narrative explanation of the proposed Construction Schedule and Schedule of Values. The narrative should include project phases and major project milestones.

**1. Rough Construction Schedule:**

Mobilization: August 16-19

Demo: August 20-Sept 15

Compaction: Sept 17-Sept 24

Rebar: Sept 27-Oct 12

Inspection: Oct 12-Oct 15

Footings/Slab: Oct 15-Nov 5

Punch List: Nov 8-Nov 19

**2. Rough Schedule Value:**

Demo/Mobilization: 45,000.7

Compaction: 35,000.7

Rebar: 48,800.7

Footings/Slab: 300,000.7

3. The above construction schedule is a rough estimate of the time frame for the indicated items. The rough schedule of values follows suit. Major milestones for this project include; compaction rebar, and concrete slab with footing

**3L: LIST OF PROJECT REFERENCES**

The Bidder must demonstrate knowledge of public construction techniques and must possess a working ability to perform a similar scope of construction work for other public agencies. The information provided below may be used to determine whether the bid is submitted by a "responsible bidder" for purposes of the Public Contract Code, as stated in this IFB document. The OCFA expressly reserves the right to reject the bid of any bidder who has failed to complete three (3) similar projects of substantially the same type of work in a timely or satisfactory manner. **Failure to provide the requested information may cause your bid to be rejected as non-responsive.**

1. Submit the following information for three public agencies for which the Bidder has performed similar work within the past three (3) years:

- a) Agency Name
- b) Address
- c) Contact Name and Title
- d) Telephone Number
- e) Email Address
- f) Project Name
- g) Project Value
- h) Description of Scope of Work

2. References will be asked the following information:

- a) Did the Contractor perform the work as agreed?
- b) Did the Contractor perform the work within the allocated time frame?
- c) Were you satisfied with the Contractor's performance?
- d) Would you recommend the Contractor for a future contract?
- e) Did you have easy accessibility to the Contractor?



## REFERENCES

1. Agency Name: City of Tustin Parks & Recreation

Address: 300 Centennial Way, Tustin, CA 92780

Contact Name and Title: Chad Clanton, Project Manager

Telephone Number: (714)573-3332

Email Address: [cclanton@tustin.org](mailto:cclanton@tustin.org)

Project Name: Citrus Ranch Park Shade Overhead

Project Value: \$150,000.00

Description of Scope of Work: Steel and wood framing, concrete foundation footing, light fixtures, stone work, and steel shade framing

2. Agency Name: City of Mission Viejo

Address: 200 Civic Center, Mission Viejo, CA 92691

Contact Name and Title: Jerry Hill, Project Manager

Telephone Number: (949)470-3085

Email Address: [jerryhill@cityofmissionviejo.org](mailto:jerryhill@cityofmissionviejo.org)

Project Name: Craycraft Park Restroom

Project Value: \$176,000.00

Description of Scope of Work: Concrete footing, mow curbs, storm drains, sewer lines, and steel shade framing

3. Agency Name: Capistrano Unified School District

Address: 24171 Pavion Way, Mission Viejo, CA 92692

Contact Name and Title: Greg Smith, Project Manager

Telephone Number: (714)541-2390

Email Address: gsmith@telacu.com

Project Name: Phillip Reilly Elementary School Shade Structure

Project Value: \$119,450.00

Description of Scope of Work: Concrete slab, footing, and shade structure

**3M: QUALIFICATIONS QUESTIONNAIRE**

The information and documents provided below may be used to determine the responsibility of Bidder's submittal, as stated in Section 33 of this IFB document. **Failure to provide the requested information may cause your bid to be rejected as non-responsive.**

1. Provide the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal: **Matthew Jafari, President, 63 Via Gatillo, RSM, CA 92688, 949-283-5179**
2. Provide the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal. **N/A**
3. Provide all current and prior DBA's, aliases, and fictitious business names for any principal having an interest in this proposal. **N/A**
4. For each violation of labor law determined by any Federal, State or local agency to have been committed by the Bidder or any principal having an interest in this proposal, identify any measures that have been imposed by, or agreed upon with, the Federal, State or local agency as punishment for past violations or to prevent future violations. **N/A**
5. State the title and date, and attach a copy of, each written threat, bid depository, claim, lawsuit, discipline or other written action by the Contractor State License Board against the Bidder or any principal having an interest in this proposal. **N/A**
6. Identify the following information about each claim asserted against the Bidder or any principal having an interest in this proposal relating to industrial safety within the past eight (8) years: name of the agency/entity asserting the claim; the date of the claim; the date of the alleged violation giving rise to the claim; the claim number, if any. Attach a copy of the claim. **N/A**
7. Has the Bidder or any principal having an interest in this proposal been disqualified from bidding on, or from finishing, any other public works project in the past 8 years? If so, for each such disqualification, identify: who was disqualified; which public agency disqualified; the date of the disqualification; the alleged basis for the disqualification; **N/A**
8. Has the Bidder or any principal having an interest in this proposal: (a) filed (voluntarily or involuntarily) for bankruptcy protection; (b) been sued or arbitrated a dispute; been involved in a contract termination involving a public works project; or (c) failed to complete work required by a construction contract? If so, provide detailed information. **N/A**
9. Please submit an attachment detailing the following information about all current projects:
  - a) Project Name
  - b) Description of Bidder's Work **Please see next page**
  - c) Completion Date
  - d) Project Cost

## CURRENT PROJECTS

1. Project Name: Grant Howald Park Restroom Rehabilitation

Description of Bidder's Work: Patch and repair wood beams/trellis/roof. Install flashing caps at trellis/roof. New handrails and stair nosing. Paint exterior. Provide and install toilet stall urinal partitions and new ADA signage. Re level existing floor; new tile. New sheet metal canopy at roof fascia.

Completion Date: Ongoing

Project Cost: \$100,000.00

2. Project Name: District Transportation Center Remodel Phase II

Description of Bidder's Work: Electrical, plumbing, mechanical systems, new walls, ceiling, and finishes.

Completion Date: Ongoing

Project Cost: \$270,000.00



**3N: 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**

<b>David John Shawver, Chair</b> City of Stanton	<b>Michele Steggell, Vice Chair</b> City of La Palma
<b>Ross Chun, Director</b> City of Aliso Viejo	<b>Sunny Park, Director</b> City of Buena Park
<b>Frances Marquez, Director</b> City of Cypress	<b>Joseph Muller, Director</b> City of Dana Point
<b>John O'Neill, Director</b> City of Garden Grove	<b>Anthony Kuo, Director</b> City of Irvine
<b>Don Sedgwick, Director</b> City of Laguna Hills	<b>Sandy Rains, Director</b> City of Laguna Niguel
<b>Noel Hatch, Director</b> City of Laguna Woods	<b>Mark Tetteimer, Director</b> City of Lake Forest
<b>Shelley Hasselbrink, Director</b> City of Los Alamitos	<b>Ed Sachs, Director</b> City of Mission Viejo
<b>Carol Gamble, Director</b> City of Rancho Santa Margarita	<b>Kathy Ward, Director</b> City of San Clemente
<b>Troy Bourne, Director</b> City of San Juan Capistrano	<b>Jessie Lopez, Director</b> City of Santa Ana
<b>Joe Kalmick, Director</b> City of Seal Beach	<b>Letitia Clark, Director</b> City of Tustin
<b>Vince Rossini, Director</b> City of Villa Park	<b>Tri Ta, Director</b> City of Westminster
<b>Eugene Hernandez, Director</b> City of Yorba Linda	<b>Donald Wagner, Director</b> County of Orange
<b>Lisa Bartlett, Director</b> County of Orange	

## 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 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.
  1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements<sup>1</sup> for use, including all entitlements for land use, all contracts<sup>2</sup> (other than competitively bid, labor or personal employment contracts), and all franchises.
  2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
  3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

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

<sup>1</sup> Entitlement for the purposes of this form refers to contract award. <sup>2</sup> All Contracts for the purposes of this form refer to the contract award of this specific solicitation.

## PARTY DISCLOSURE FORM

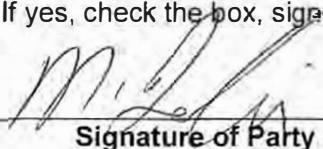
Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_ **N/A** \_\_\_\_\_

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: 6/2/21  
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): \_\_\_\_\_



**PARTICIPANT (AGENT) DISCLOSURE**

The Participant Disclosure Form must be completed by lobbyists or agents representing the Offeror in this procurement. It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of OCFA for approval.

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any Board member. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors. No Board member may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the Board member knows or has reason to know that you are a participant.
- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any Board member for OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the Board members in complying with the law).
- C. If you or your agent have made a contribution of more than \$250 to any Board member during the 12 months preceding the decision in the proceeding, that Board member must disqualify himself or herself from the decision. However, disqualification is not required if the Board member returns the campaign contribution within 30 days from the time the Board member 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 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 OCFA'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:
    - i. Communicates directly, either in person or in writing, with a Board member of OCFA or any of its affiliated agencies for the purpose of influencing the Board member's vote on the proposal;
    - ii. Communicates with an employee of OCFA or any of its affiliated agencies for the purpose of influencing a Board member's vote on the proposal; or
    - iii. Testifies or makes an oral statement before the Board of Directors of 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 Board members are not aggregated.

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

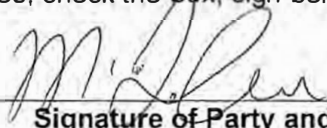
Party's Name: \_\_\_\_\_

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: 6/2/21  
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 Board  
Member:N/A

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

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

N/A

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

Name of Board  
Member:

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

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

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

Home



CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 739539

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- CSLB complaint disclosure is restricted by law (B&P 7124.4). If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/4/2021 7:59:08 AM

### Business Information

A 2 Z CONSTRUCT INC  
PO BOX 80425  
RANCHO SANTA MARGARITA, CA 92688  
Business Phone Number: (949) 283-5179

Entity Corporation  
Issue Date 08/20/1997  
Reissue Date 03/15/2005  
Expire Date 03/31/2023

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

- A - GENERAL ENGINEERING CONTRACTOR
- B - GENERAL BUILDING CONTRACTOR

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.

Bond Number: 04WB084036

Bond Amount: \$15,000

Effective Date: 03/08/2017

Contractor's Bond History

#### Bond of Qualifying Individual

The qualifying individual MATTHEW JAFARI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 03/15/2005

### Workers' Compensation

This license has workers compensation insurance with the NATIONAL LIABILITY AND FIRE INSURANCE COMPANY

Policy Number: A9WC169717

Effective Date: 12/26/2020

Expire Date: 12/26/2021

Workers' Compensation History

### Miscellaneous Information

- 03/15/2005 - LICENSE REISSUED TO ANOTHER ENTITY





State of California

## Department of Industrial Relations

Back to DIR >> (<https://www.dir.ca.gov/>)

## Contractor Information

**Legal Entity Name**  
 AZZ CONSTRUCT INC  
**Legal Entity Type**  
 Corporation  
**Status**  
 Active  
**Registration Number**  
 1000012937  
**Registration effective date**  
 07/01/21  
**Registration expiration date**  
 06/30/24  
**Mailing Address**  
 PO BOX 80425 RANCHO SANTA MARGARITA 92688 CA United States of America  
**Physical Address**  
 63 VIA GATILLO RANCHO SANTA MARGARITA 92688 CA United States of America  
**Email Address**  
 azzconstructinc2@aol.com  
**Trade Name/DBA**  
**License Number (s)**  
 Other: 739539  
 CSLB: 739539

## Registration History

Effective Date	Expiration Date
06/23/18	06/30/19
06/27/17	06/30/18
06/13/16	06/30/17
06/03/15	06/30/16
07/27/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/24

## Legal Entity Information

**Corporation Entity Number:** C2302569  
**Federal Employment Identification Number:** 330943514  
**President Name:** MATTHEW JAFARI  
**Vice President Name:**  
**Treasurer Name:**  
**Secretary Name:** CHARLENE JAFARI  
**CEO Name:**

Agency for Service:

**Agent of Service Name:** MATTHEW JAFARI  
**Agent of Service Mailing Address:** 63 VIA GATILLO RANCHO SANTA MARGARITA 92688 CA United States of America

## Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)? **No**  
 Please provide your current worker's compensation insurance information below:  

PEO Information Name	PEO Phone	PEO Email

**Insured by Carrier**  
**Policy Holder Name:** AZZ CONSTRUCT INC  
**Insurance Carrier:** National Liability & Fire Insurance Company  
**Policy Number:** A9WC945421  
**Inception date:** 12/26/19  
**Expiration Date:** 12/26/21

## About DIR

Who we are (<https://www.dir.ca.gov/aboutdir.html>)DIR Divisions, Boards & Commissions ([https://www.dir.ca.gov/divisions\\_and\\_programs.html](https://www.dir.ca.gov/divisions_and_programs.html))Contact DIR (<https://www.dir.ca.gov/Contactus.html>)

## Work with Us

Jobs at DIR (<https://www.dir.ca.gov/dirjobs/dirjobs.htm>)Licensing, registrations, certifications & permits (<https://www.dir.ca.gov/permits-licenses-certifications.html>)Required Notifications (<https://www.dir.ca.gov/dosh/Required-Notifications.html>)Public Records Requests ([https://www.dir.ca.gov/prr\\_request.html](https://www.dir.ca.gov/prr_request.html))

## Learn More

Access al Idioma (<http://www.dir.ca.gov/Bilingual-Services-Act/default.html>)Frequently Asked Questions (<https://www.dir.ca.gov/faqslst.html>)Site Map (<https://www.dir.ca.gov/sitemap/sitemap.html>)

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 Site Help ([https://www.dir.ca.gov/od\\_pub/help.html](https://www.dir.ca.gov/od_pub/help.html))    Contact Us (<https://www.dir.ca.gov/ContactUs.html>)

<https://www.facebook.com/Calif>  
<https://twitter.com/#!/>

<http://www.youtube.com/Calif>





# **ATTACHMENT 4**



#### **4F: CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above identified Project this \_\_\_\_\_ day of July, 2021, BY AND BETWEEN THE **ORANGE COUNTY FIRE AUTHORITY** (hereinafter "OCFA"), and A2Z CONSTRUCT INC., as CONTRACTOR.

WITNESSETH that OCFA and CONTRACTOR have mutually agreed as follows:

[SECTIONS 1 – 40 are set forth in the Solicitation Information and Instructions to Bidders above.]

#### **41 – PROJECT MANUAL**

This Contract consists of the Project Manual. The Project Manual includes the following component parts thereof, each of which is a part of this Contract:

- (1) RO2478 - Notice Inviting Bids
- (2) RO2478 - Instructions to Bidders
- (3) RO2478 - Bid Documents
- (4) RO2478 - Contract Documents
- (5) RO2478 - Technical Specifications
- (6) Any and all addenda and other supplemental notices and agreements issued by OCFA clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner

All of the above component documents of the Project Manual are complementary and Work required by one of the above documents shall be done as if required by all. In the event of conflict among the component documents of the Project Manual, the conflict shall be resolved as set forth in Section 52 of the General Conditions.

#### **42 - CONTRACT PRICE**

OCFA shall pay to Contractor as full consideration for the faithful performance of the Contract, the sum of FOUR HUNDRED TWENTY-EIGHT THOUSAND, EIGHT HUNDRED DOLLARS (\$428,800). This sum is the total amount stipulated in the Bid. Payment shall be made as set forth in the General Conditions.

#### **43 – CONTRACTOR'S COMMITMENT TO FURNISH MATERIALS AND WORK**

For and in consideration of the payments and agreements to be made and performed by OCFA, CONTRACTOR agrees to furnish all materials and perform all work required for the above identified Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

#### **44 – CONTRACTOR'S COMMITMENT TO PRICES**

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

44.1 - NO INCREASE IN BID COST DUE TO SUBSTITUTION OF SUBCONTRACTOR. In the event that a subcontractor is substituted in any manner for any reason, any increased cost related to such substitution shall be the sole responsibility of the Contractor. Such substitution shall not cause or result, directly or indirectly, in any increase in the bid price. This subsection shall not be construed to be prior consent to substitution of subcontractors, nor to authorize any substitution that is prohibited by the Subletting and Subcontracting Fair Practices Act.

#### 45 – PAYMENT TO CONTRACTOR

OCFA hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

#### 46 - WORKER'S COMPENSATION

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that Code, and certifies compliance with such provisions.

#### 47 – PRINCIPAL INTERESTS

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

#### 48 – COMPLIANCE WITH FEDERAL IMMIGRATION AND NATIONALITY ACT

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against OCFA for such use of unauthorized aliens, CONTRACTOR hereby agrees to defend and indemnify OCFA against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by OCFA.

#### 49 – CERTIFICATION RE DEBARMENT

CONTRACTOR confirms that neither CONTRACTOR nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (U.S.) federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (<http://www.sam.gov/>) issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). CONTRACTOR will provide immediate written notification to OCFA if, at any time prior to award, CONTRACTOR learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when OCFA executes this Agreement. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to the other remedies available to OCFA, OCFA may terminate this Agreement for default by CONTRACTOR.



#### 50 - INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR (at CONTRACTOR's sole cost and expense) shall defend (with legal counsel acceptable to OCFA in OCFA's sole discretion), indemnify, protect, and hold harmless the INDEMNIFIED PARTIES and each of them against all CLAIMS which arise out of, pertain to, or are related to CONTRACTOR's performance under, or failure to perform under, the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, indemnify, protect, and hold harmless the INDEMNIFIED PARTIES shall not apply to the extent such CLAIMS arise from the sole negligence or willful misconduct of the OCFA.

As used herein, "INDEMNIFIED PARTIES" refers to OCFA and its appointed officials, officers, employees, agents, representatives, attorneys and volunteers.

As used in this Section 50, "CLAIMS" refers to any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs, expert fees and attorney fees, including but not limited to CLAIMS arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property owned by OCFA.

#### 51 – COMPLIANCE WITH WORK RULES

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the OCFA Fire Chief, which work rules shall be additional terms and conditions for providing the work and services to the OCFA pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the Fire Chief.


**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.


ORANGE COUNTY FIRE AUTHORITY:

CONTRACTOR:

\_\_\_\_\_  
DAVID JOHN SHAWVER, CHAIR  
OCFA BOARD OF DIRECTORS

\_\_\_\_\_  
A2Z CONSTRUCT, INC.  
BY:   
MATTHEW JAFARI

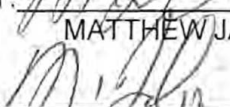
ATTEST:

  
\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
MARIA D. HUIZAR,  
CLERK OF THE AUTHORITY

\_\_\_\_\_  
PRESIDENT  
BY:   
MATTHEW JAFARI

APPROVED AS TO FORM:

  
\_\_\_\_\_  
(SIGNATURE)

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

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

NOTE:

SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

SEE CALIFORNIA NOTARY, ATTACHED →

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 13th  
day of July, 2021, by Matthew Jafari

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read "Tejal Munsif", written over a horizontal line.

*attached - Contract Agreement*



## ORANGE COUNTY FIRE AUTHORITY FORMAL INVITATION FOR BIDS

### FOUNDATION REPAIRS AT OCFA FIRE STATION 49 FOR PROJECTS EXCEEDING \$200,000

May 7, 2021

Solicitation No. RO2478

The Orange County Fire Authority is requesting bids to establish a construction agreement for Foundation Repairs at OCFA Fire Station 49 located at, 31461 Street of Golden Lantern, Laguna Niguel, CA 92677, as specified herein.

#### **THIS PROJECT IS CONSIDERED A PUBLIC WORK.**

Pursuant to SB 854, no contractor or subcontractor may be awarded a contract for a public works project unless registered with the CA Department of Industrial Relations per California Labor Code section 1725.5. This project is a public work and is subject to compliance monitoring and enforcement.

#### **MANDATORY REQUIREMENTS:**

- Meet Minimum Qualifications
- Attendance at Job Walk on **5/20/2021**
- Contractors' License: General Engineering A or General Building B
- Registration with the California Department of Industrial Relations
- Bid Bond - 10% of Bid Amount (*All Bidders*)
- Faithful Performance Bond – 100% of Agreement Price (*Awarded Contractor Only*)
- Payment Bond – 100% of Agreement Price (*Awarded Contractor Only*)

#### **BID SUBMITTALS:**

- Bids will be received no later than **11:00 A.M. on 6/3/2021**
- **Only paper bids will be accepted for this solicitation**
- Bids 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 and one (1) duplicate hard copy shall be sent to the attention of the Purchasing Section, within said time limit, in a sealed envelope.
- The envelope should include the Bidder's Business Name, Solicitation Number, and the Due Date.

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

Any questions concerning this Formal Invitation for Bids or the specifications should be submitted on-line via the Q&A Module available through PlanetBids before **5:00 P.M. on 5/20/2021**. OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

**Rothchild Ong**, Assistant Purchasing Agent  
rothchildong@ocfa.org | 714-573-6642



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**SECTION 1: NOTICE INVITING BIDS****1A: ORANGE COUNTY FIRE AUTHORITY NOTICE INVITING SEALED BIDS  
FOR CONSTRUCTION OF PROJECT NAME**

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**ORANGE COUNTY FIRE AUTHORITY REQUEST FOR QUALIFICATIONS:** SCOPE: OCFA requires foundation repairs at OCFA Fire Station 49 located at, 31461 Street of Golden Lantern, Laguna Niguel, CA 92677. Fire Station 49 has experienced significant structural distress due to settlement of fill soils placed during grading of the building pad. Given the amount of deterioration of the apparatus bay, a complete removal and replacement with a concrete mat slab is required. For official bid documents visit: <https://www.planetbids.com/portal/portal.cfm?CompanyID=14773>. A MANDATORY job walk will be held May 20, 2021 AT 10:00 A.M. Bid submittals will be accepted until June 3, 2021 AT 11:00 A.M.

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**SECOND PUBLICATION DATE:** May 19, 2021

**1B: SOLICITATION INFORMATION****1. ABBREVIATIONS**

IFB: Invitation for Bids

OCFA: Orange County Fire Authority

DIR: California Department of Industrial Relations

CSLB: California Contractors State License Board

PCC: California Public Contract Code

**2. OBJECTIVE**

The Orange County Fire Authority is requesting bids to establish a construction agreement for the foundation repairs at Fire Station 49 in the City of Laguna Niguel, as specified herein. Project work will be coordinated by the OCFA Property Management section.

**3. MANDATORY SITE INSPECTION**

A mandatory job walk for prime contractors will be held on **THURSDAY, MAY 20, 2021, 10:00 A.M. at OCFA Fire Station 49 located at, 31461 Street of Golden Lantern, Laguna Niguel, CA 92677.**

Contractor's representative must attend the entirety of the job walk. **Late arrivals will not be granted access to the site, nor permitted to attend the job walk.** This informational meeting will be held to allow for site inspection and questions or clarifications concerning OCFA's IFB process and subsequent contract award. Prospective Bidders should be familiar with the IFB prior to attending the job walk.

**DUE TO COVID-19, ATTENDEES WILL BE REQUIRED TO UNDERGO A HEALTH SCREENING UPON ARRIVAL, MUST PROVIDE AND WEAR FACE MASKS, AND PRACTICE SOCIAL DISTANCING DURING THE JOB WALK.**

**4. CONTRACTOR MINIMUM QUALIFICATIONS**

Bidder must meet the following minimum qualifications in order to have its response considered:

- **Current and valid A or B Contractor's License issued by the California Contractor State License Board**
- **Current and valid California Department of Industrial Relations registration**
- **Minimum Five (5) years' experience providing the same or similar services**

**5. DUE DATE**

Bids will be received no later than **11:00 AM on 6/3/2021**. Late submittals will not be accepted. There will be a public opening of the bids on the specified due date and time in the Purchasing Office at the OCFA's Regional Fire Operations and Training Center located at 1 Fire Authority Road, Irvine, CA 92602. If attending the bid opening, please allow time to check in at the Reception Desk.

**DUE TO COVID-19, ATTENDEES WILL BE REQUIRED TO UNDERGO A HEALTH SCREENING UPON ARRIVAL, MUST PROVIDE AND WEAR FACE MASKS, AND PRACTICE SOCIAL DISTANCING DURING THE BID OPENING.**

**6. SUBMITTAL INSTRUCTIONS**

The Bid Response Forms are available for download on OCFA's online bidding platform, PlanetBids. Bids must be prepared using the response forms included in this IFB document. Bids shall be executed by an authorized signatory. Contractors are to fill in all blank spaces (insert "N/A" where the answer is not applicable). Contractors are to initial all interlineations, annotations, deletions, alterations, erasures and other modifications on the forms. Deviations in the form may result in the bid being deemed non-responsive. **Only paper bids will be accepted for this solicitation.**

Bids 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 in Section 5 above. One (1) original hard copy and one (1) duplicate hard copy shall be sent to the attention of the Purchasing Section, within said time limit, in a sealed envelope. The envelope should include the Bidder's Business Name, Solicitation Number, and the Due Date. (Failure to include a duplicate hard copy will not cause an otherwise responsive bid to be deemed non-responsive.)

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

## 7. INQUIRIES

Any questions related to the IFB shall be directed to the Assistant Purchasing Agent, Rothchild Ong. Questions and comments must be submitted via this bid's Q&A module on the PlanetBids website no later than **5:00 P.M. on 5/20/2021**. The inquirer's name, company, address, phone number should be included. Verbal interpretations or clarifications on the part of OCFA will be without legal effect. Only responses submitted in writing via the Q&A module or addendum will be binding.

## 8. SCHEDULE OF IMPORTANT DATES

Invitation for Bid Issue Date	<b>May 7, 2021</b>
Mandatory Job Walk	<b>May 20, 2021</b>
Final Day to Submit Questions	<b>May 20, 2021</b>
Deadline to Submit Bid Response	<b>June 3, 2021</b>

## 9. CONTRACTOR RESPONSIBILITIES

### 9.1 MATERIAL AND LABOR

Contractor shall provide all permits, material, labor, tools and supplies to complete the project as described herein. See Section 5 for detailed information on these requirements and additional components that must be included in Contractor's bid and pricing.

### 9.2 CSLB LICENSE

Contractor and all subcontractors shall possess a valid California **A, B**, or specialty Contractor's license, as required by California law, at the time of bid submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The successful contractor and all subcontractors must maintain the license throughout the duration of the project.

### 9.3 PREVAILING WAGE AND COMPLIANCE MONITORING

Contractor and all subcontractors shall conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations. The successful contractor and all subcontractors must maintain DIR registration throughout the duration of the project.

### 9.4 STANDARD SPECIFICATIONS

OCFA relies on the standard specifications, CSI and Greenbook applicable in the jurisdiction where the project is located, as modified by the local jurisdiction.

### 9.5 BUSINESS LICENSE REQUIREMENTS

Contractor and all subcontractors shall conform to the requirements of the city in which the project is located (or the requirements of the County if the project is located within an unincorporated area)

and shall maintain active business license(s) as required by the jurisdiction(s) in which the project is located. The successful contractor and all subcontractors must remain in compliance with these requirements throughout the duration of the project.

## **9.6 WARRANTY**

In addition to any warranties specified in the drawings and any manufacturer's warranty, Contractor shall warrant the workmanship and manufacturing for a minimum of one year.

## **10. OCFA RESPONSIBILITIES**

OCFA will coordinate with training operations to ensure Contractor has access to necessary areas to perform work. OCFA shall be responsible for the registration of the project with the CA DIR subsequent to contract award.

## **11. DELIVERABLES**

### **11.1 PROJECT COMPONENTS**

**11.1.1 TASK ONE: DETENSIONING and DEMOLITION**

**11.1.2 TASK TWO: EXCAVATION and BACKFILL**

**11.1.3 TASK THREE: RE-CONSTRUCTION**

**11.1.4 TASK FOUR: RETENSIONING (if necessary)**

**11.1.5 TASK FIVE: TESTING/INSPECTION**

Refer to **Section 5** of the IFB Document for detailed information about the project requirements including, but not limited to, the scope of services, drawings, specifications, submittals, required permits, inspections, etc.

### **11.2 SPECIFICATIONS**

#### **11.2.1 MINIMUM SPECIFICATIONS**

The purpose of the information provided herein is to establish the minimum requirements for the supplies, materials, and equipment used for this project. It is not the intention of OCFA to exclude suppliers of similar or equal products of the types specified. Provided specifications, brands, and/or manufacturers describe OCFA expectations for the equipment, supplies and materials to be acquired.

#### **11.2.2 EQUIVALENT ALTERNATE ITEMS**

##### **11.2.2.1 INITIAL SUBMITTALS**

As noted throughout Section 5, deviations from the specifications provided herein are not preferred but in some instances may be accepted. OCFA retains the sole right to determine whether proposed deviations to the specified items are acceptable. Any bidder offering items or equipment as equivalent alternatives to those items specified must submit documentation in accordance with the requirements outlined in Section 5 to substantiate that the item is equal no less than ten (10) business days prior to the bid deadline. Failure to do so may result in the bid that includes such alternative(s) being deemed non-responsive. As part of the evaluation of proposed alternate items, OCFA may request additional product information or product samples. Such information or samples must be submitted at no expense to OCFA by an agreed-upon due date for inspection and approval prior to contract award. Failure to comply with the request, or failure of the proposed alternate product to meet the required specifications, may be cause for OCFA to deem the bid that includes such alternative(s) to be non-responsive.

##### **11.2.2.1 ADDITIONAL SUBMITTALS**

Contractor shall submit for approval all items and documentation prior to beginning work in accordance with the requirements outlined in Section 5. In addition to the requirements specified in Section 5, any equivalent alternate items offered as a submittal during the course

of construction must include documentation to substantiate that the item is equal. As part of the evaluation of proposed alternate items, OCFA may request additional product information or product samples. Such information or samples must be submitted at no expense to OCFA by an agreed-upon due date for inspection and approval prior to installation. Failure to comply with the request, or failure of the proposed alternate product to meet the required specifications, may be cause for OCFA to deem the Contractor to have caused a delay in the project, to be remedied by the assessment of liquidated damages, as described in the Contract Documents (see Section 4).

### **11.2.3 MATERIALS**

Materials shall be pure, unadulterated, first quality and shall be delivered to the project in original unbroken packages bearing the maker's name and brand number. Materials shall comply with all requirements described in Section 5. Materials shall be submitted for approval prior to use. Contractor must furnish additional stock of materials, as specified in Section 5.

OCFA intends to purchase and keep as inventory commonly replaced items for the purpose of expediting future repairs. Should Contractor or subcontractors utilize this inventory to perform repairs, use of these items will not void or otherwise negatively affect the warranty. Contractor or subcontractors must replace the stock at no cost to OCFA.

## **11.3 PROJECT EXECUTION**

### **11.3.1 WORKMANSHIP**

Contractor shall:

- a. Perform work under conditions best suited to produce the specified deliverables.
- b. Correct all work that does not comply with the intent of the specification and/or does not meet the approval of OCFA.
- c. Protect all adjacent areas and surfaces from damage from work performed (i.e. automobiles, sidewalks, asphalt, concrete, plants, etc.).
- d. Coordinate with the OCFA before using noisy, motorized equipment.
- e. Take all necessary steps to protect the public and all property concerned.

### **11.3.2 CLEAN-UP**

Contractor shall, at completion of work each day, remove all debris and rubbish resulting from this project and leave workspaces in a clean condition subject to OCFA approval.

### **11.3.3 PROTECTION**

Contractor shall protect work of other trades, correct damage by cleaning, repairing or replacing, and repainting, as approved by OCFA.

### **11.3.4 REPAIR**

At completion of work, Contractor shall repair and/or restore damaged work of other trades.

### **11.3.5 ACCEPTANCE DOCUMENTATION**

Upon completion of work, Contractor shall provide the documents specified herein for final review and acceptance by OCFA.

### **11.3.6 HEALTH AND SAFETY**

Contractor shall ensure compliance at all times with the Health and Safety requirements in Section 86 of the Contract Agreement.

## **11.4 SCHEDULES, TIMELINES, AND MEETINGS**

### **11.4.1 COORDINATION OF WORK**

Prior to beginning work, Contractor shall prepare a schedule and submit to OCFA for approval. Contractor shall coordinate the commencement of all work with OCFA so as not to cause inconvenience to the facility. Contractor parking, along with the placement of all trailers, equipment and materials must be coordinated with OCFA in advance.

All work at the location must be coordinated with OCFA in a manner that shall accommodate the requirements of OCFA personnel. Contractor shall post notices in conspicuous places at least three to five days in advance warning occupants what date work will begin. Work, deliveries or efforts which may impede existing circulation roadways shall be scheduled at least seven (7) days in advance.

#### **11.4.2 HOURS OF WORK**

Work shall be performed Monday through Friday between the hours of 7:00 AM and 5:00 PM. Overtime and after-hours work is not permitted, unless otherwise coordinated with and approved by the city in which the project is located.

#### **11.4.3 PROJECT TIMELINE**

OCFA anticipates that

- Project work will begin 14 days after the agreement and all other required award documents are received and approved by OCFA
- Project will be complete within 180 days

### **12. MEETINGS**

Meetings between OCFA and Contractor will include, at a minimum, the following:

#### **12.1 PRE-AWARD MEETING**

This meeting will aid OCFA in determining responsibility of Contractor and to finalize the specifications and services to be provided.

#### **12.2 PRE-CONSTRUCTION JOB WALKS**

These meetings with OCFA, the staff of the city in which the project is located, and others as necessary and/or required by law will be coordinated by the Contractor.

#### **12.3 PROJECT STATUS MEETINGS**

Weekly meetings held in person, unless otherwise determined by OCFA.

#### **12.4 ACCEPTANCE**

Meetings regarding project acceptance and warranty punch list items.

#### **12.5 ADDITIONAL**

Other meetings deemed necessary by OCFA for contract compliance.



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

### **13.1 AMENDMENT OF INVITATION FOR BID**

Notification via email will be sent to vendors listed as "Prospective Bidders" on PlanetBids in the event that a Q&A set or amendment to the IFB is released. The bidder shall acknowledge receipt of an amendment to this Invitation for Bid on the bid submittal. The OCFA reserves the right to revise the bid documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda.

**13.1.1** Pursuant to Public Contract Code Section 4104.5, if OCFA issues an Addendum later than seventy-two (72) hours prior to the deadline for submission of bids, and the Addendum requires material changes, additions or deletions to the description of the work to be performed or the content, form or manner of submission of bids, OCFA will extend the deadline for submission of bids by at least seventy-two (72) hours. Otherwise, OCFA may determine, at its sole discretion, whether an Addendum requires that the date set for opening bids be postponed. Announcement of a new date, if any, will be made by Addenda. All bidders will be notified by e-mail when an addendum is posted to PlanetBids.

**All Addenda issued before the time bids are due shall form part of the contract documents. It is the bidder's responsibility to be familiar with Addenda issued. OCFA will deem any bid that fails to acknowledge all Addenda to be non-responsive. Bidders must acknowledge the Addenda in writing on the form provided in the bid documents.**

### **13.2 INTERPRETATION OF BID DOCUMENTS**

Discrepancies in, and/or omissions from the Specifications or other bid documents or questions as to their meaning shall be immediately brought to the attention of the Purchasing Manager by submission of a written request for interpretation or correction thereof no later than the deadline specified for questions specified in Section 1 of the Notice Inviting Bids. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the bid documents will be made only by addendum duly issued electronically to each bidder registered on the prospective bidder's list. The OCFA will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the bid documents to any bidder, and no bidder should rely on any such oral interpretation.

### **14. DISPUTES RELATING TO THIS INVITATION FOR BID**

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

In the event a dispute arises regarding this IFB's Recommendation for Award or Denial of Award, the party bringing the dispute must do so in accordance with OCFA's **Purchasing Ordinance, Article IX. Legal and Contractual Remedies**, which can be found online under "Doing Business with OCFA" at <https://www.ocfa.org/Uploads/Purchasing/OCFA%20Purchasing%20Ordinance.pdf>.

### **15. WITHDRAWAL OF BID**

#### **15.1 PRIOR TO BID DUE DATE AND TIME**

At any time prior to the specified due date specified in IFB Section 1, an Offeror may formally withdraw the bid by a written letter, facsimile or electronic mail from the Offeror or an authorized representative to the OCFA Purchasing Manager, provided such letter, facsimile or electronic mail is actually and timely received by the OCFA Purchasing Manager. **Telephonic or oral withdrawals shall not be considered.**



**15.2 AFTER BID DUE DATE AND TIME**

In accordance with California Public Contract Code sections 5100-5110, Bidder shall not be relieved of the obligations of its bid unless by consent of OCFA, nor shall any change be made in the bid because of mistake. Bids may be withdrawn for mistake upon mutual written agreement of Bidder and OCFA, or if all of the following conditions apply:

- A mistake is made in the bid; and
- Written notice is provided to OCFA within five (5) working days from the date of the public opening specifying in the notice in detail how the mistake occurred. Telephonic or oral withdrawals will not be considered; and
- The mistake makes the bid materially different than Bidder intended it to be; and
- The mistake was made in filling out the bid and was not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

Any bidder who claims a mistake or who forfeits its bid security (Bidder's Bond) shall be prohibited from participating in further bidding on the project on which the mistake was claimed or bid security was forfeited.

**16. INDEMNIFICATION**

Bidder agrees to protect, defend, indemnify, save and hold harmless the OCFA and its officers, officials, employees and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (Bidder's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the Bidder's submittal.

**17. RESERVATIONS (RIGHTS RESERVED TO OCFA)**

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

The OCFA may reject any bid which, in its sole opinion, does not accurately reflect the cost to perform the work as compared to other bids received and/or to project estimates. In addition, because the OCFA may elect to include or exclude any of the bid items and alternate bid items (if applicable) at its sole and absolute discretion, each bidder must ensure that each bid items contain a proportionate share of profit, overhead and other costs or expenses which will be incurred by the bidder. The OCFA may deem any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items as non-responsive. No contract will be executed unless the bidder is licensed in accordance with the provisions of the State law.

**18. INSPECTION OF SITE/MANDATORY MEETING AND JOB WALK**

Each prospective bidder is responsible for becoming familiar with the conditions of the project site as well as those relating to the construction and labor of the project, to fully understand the facilities, conditions, difficulties and restrictions which may impact the completion of the project. Attendance by a representative of each prospective contractor at the mandatory meeting as stated in the request for

informal bid is required. **Any bid received by a contractor not represented at the mandatory meeting will be rejected and deemed non-responsive.**

#### **19. CONTRACTOR AND SUBCONTRACTOR LICENSING REQUIREMENTS**

Bidder and all listed Subcontractors shall possess valid California Contractor's licenses, as required herein and as appropriate for each specialty subcontracted at the time of bid submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. Licenses must be maintained throughout the duration of the contract resulting from this IFB.

Pursuant to Section 7028.15 of the Business and Professions Code, the OCFA shall consider any bid submitted by a contractor not currently licensed in accordance with California law and pursuant to the requirements found in the bid documents to be nonresponsive, and the OCFA shall reject the bid. The OCFA shall have the right to request evidence of all valid license(s) currently held by the bidder and each of the subcontractors listed in the bid before awarding the contract. In such cases, Bidders shall provide evidence of valid licenses satisfactory to the OCFA within five (5) calendar days. Pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this contract.

#### **20. SB 854 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION**

No contractor or subcontractor may be listed on an offer for a public works project unless registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5, with limited exceptions from this requirement for bid purposes only under California Labor Code Section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work, or engage in the performance of any public works project unless registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5. Pursuant to SB 854, the DIR registration number of each subcontractor must be identified on the bid; **failure to do so may result in the bid being deemed non-responsive.**

**The contract resulting from this solicitation is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. OCFA reports all public works contracts to the DIR subsequent to contract execution.**

The OCFA will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining bid pricing, and will not under any circumstances be considered as the basis of a claim against the OCFA on the contract resulting from this solicitation.

#### **21. PREVAILING WAGE**

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the applicable prevailing wage rates will be enforced. The work is subject to the payment of not less than prevailing wages under California Labor Code Section 1770 et seq. Contractor must comply with all related provision of the California Labor Code if awarded the agreement, including but not limited to:

- The provisions of California Labor Code Section 1775 relating to payment of prevailing wages, and
- Section 1777.5 relating to employment of apprentices, and
- Section 1811-1813 relating to the payment of overtime.

Failure to comply with the applicable prevailing wage, overtime, and apprenticeship requirements may result in penalties.

Contractors are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the work under the contract which will be awarded to the successful contractor.

Additional information is available at the Department of Industrial Relations website at:

**<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>**.

Contractors are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Additional information on the Compliance Monitoring Unit requirements can be found at:

**<https://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>**.

## **22. DEBARMENT OF CONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code and Federal "Excluded Parties List System". Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the OCFA. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project. In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Contractor will be screened at the time of response to ensure the Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 2 Code of Federal Regulations (CFR) 200.12 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.

## **23. CONTRACT**

A response to this IFB is an offer to contract with OCFA based upon the terms, conditions, and specifications contained within this document, all Addenda, and the Construction Services Agreement, attached hereto as Section 4. Submission of a bid confers on the bidder no right to an award or to a subsequent contract. No binding contract will exist between the bidder and the OCFA unless and until the OCFA executes a written contract or purchase order.

## **24. BID DOCUMENTS & FORMS**

Bid submittals are to be prepared using the bid forms which are included in this IFB Document. Bids shall be executed by an authorized signatory. As a condition of bidding and in accordance with the provisions of Section 20101 of the California Public Contract Code, prospective bidders are required to submit all the bid forms listed in the Bidder's Checklist. Failure to do so may result in the rejection of the bid.

## **25. PREPARATION OF BID**

All bids shall incorporate the forms provided in this IFB document. It is permissible to copy these forms as required. Facsimiles or electronic mail bids shall not be considered.

The Bid form and any solicitation amendments must be signed and returned with the bid. The forms submitted shall be signed by a person authorized to submit an offer. Authorized signature on the Bid forms 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 bid shall initial all interlineations, annotations, deletions, alterations, erasures and other modifications on the bid.
- Periods of time, stated as days, shall be in calendar days.
- It is the responsibility of all Offerors to examine the entire Request for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the 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.
- Each bidder shall submit its bid in strict conformity with the requirements of the bid documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, supplement printed matter on the bid forms.
- **Verbal, telephonic, facsimile, email or other electronic bids or modifications will not be considered.**

## **26. BID CERTIFICATION**

By signature on the Bid Response Forms, Bidder certifies:

- The Bidder has thoroughly examined and become familiar with the requirements of this IFB;
- Clear understanding of the rules as defined in this IFB and compliance with all terms and conditions specified herein;
- The Bidder is an authorized and/or certified retailer and/or installer of the specified items;
- The submission of the bid did not involve collusion or other anti-competitive practices;
- The bid is compliant with all state and federal laws;
- The Bidder will not discriminate against any employee or applicant for employment in violation of Federal or State law;
- The Bidder has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to any Director, officer, or employee of OCFA in connection with the submitted offer;
- That the individual signing the submittal is an authorized agent for the Bidder and has the actual authority to legally bind the Bidder to the Contract;
- That its principal and named subcontractors are not debarred, suspended or otherwise excluded by the United States Government, in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

## **27. ACCEPTANCE PERIOD**

Unless otherwise specified herein, bids are firm and may be accepted by OCFA at any time within 180 days of bid opening.

## **28. BID OPENING**

All the bids opened by the OCFA will be subject to further evaluation with respect to responsiveness of the bid and for purposes of determining that the bidder is responsible.

## **29. SUBLETTING AND SUBCONTRACTING.**

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name, business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement, or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and

Specifications in excess of 1/2 of 1% of the prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to OCFA within 24 hours after the bid opening.

If the Bidder fails to list a subcontractor for a portion of work or if the Bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or \$10,000, whichever is greater, the Bidder agrees that it is fully qualified to perform that portion of work itself, and that the Bidder shall perform that portion of work itself. If after award of the contract, the Bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the Bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the OCFA's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

**29.1 NO INCREASE IN BID COST DUE TO SUBSTITUTION OF SUBCONTRACTOR.**

In the event that a subcontractor is substituted in any manner for any reason, any increased cost related to such substitution shall be the sole responsibility of the Contractor. Such substitution shall not cause or result, directly or indirectly, in any increase in the bid price. This subsection shall not be construed to be prior consent to substitution of subcontractors, nor to authorize any substitution that is prohibited by the Subletting and Subcontracting Fair Practices Act.

**30. PRICING**

Contractors shall provide itemized pricing. No aggregate bids will be considered. The bid must state the amount for which the contractor offers to supply all labor, materials, equipment, tools, transportation, services and applicable taxes to perform all work specified. Bids shall not contain any conditions, limitations or provisions for the work to be done. Alternative bids will not be considered unless requested. The contractor shall set forth for each item of work, in clearly legible figures, a unit item price and a total for each item in the respective spaces provided. In case of a variation between the unit price and the totals shown by the contractor, the unit price will take precedence. In case of discrepancy between the numerical lump sum price and the written lump sum price, the written lump sum price shall prevail.

**31. TAXES**

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts set forth in the bid will be deemed and held to include any such taxes that may be applicable. Bidder acknowledges and agrees that OCFA shall not be responsible for the payment of any increase in any Sales Tax, Use Tax, or any other tax that takes effect after award.

**32. COMPLIANCE WITH LAWS**

All bids shall comply with current and applicable federal, state, and local laws relative thereto.

**33. CRITERIA FOR EVALUATION AND AWARD**

The OCFA will award the contract to the lowest responsive, responsible bidder as required by law. The OCFA evaluates three categories of information: responsiveness, responsibility, and price. Bids must meet the following responsiveness and responsibility criteria in order to be considered for award:

- a) RESPONSIVENESS: OCFA will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The OCFA will reject any bids that are submitted late. Failure to meet the specifications, project timeline, product availability, or other requirements may result in rejection.



- b) **RESPONSIBILITY:** OCFA will determine whether the bidder is one with whom it can or should do business. Factors that OCFA may evaluate to determine whether a contractor is a “responsible bidder” for purposes of the Public Contract Code include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws - including tax laws, business standing, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with OCFA, whether the bidder is qualified legally to contract with the OCFA, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the OCFA, to ensure performance of the contract and must provide proof upon request. OCFA staff may also use Dun & Bradstreet and/or any generally available industry information to assist in making such determinations. The OCFA reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors, and by submitting a bid, bidder consents thereto. The OCFA will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) **PRICE:** OCFA will then evaluate bids that have met the requirements above for price, quality of product, life cycle cost, maintenance, warranty, etc.

### **34. GROUNDS FOR DISQUALIFICATION**

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

- Contact regarding this procurement is made with any OCFA Director, officer or employee other than those in the Purchasing Department from the time of issuance until the end of the dispute period;
- Evidence of collusion, directly or indirectly, among bidders regarding the amount, terms, or conditions of this solicitation is found;
- Evidence of submitting incorrect information in the response to this solicitation or misrepresenting or failing to disclose material facts during the award process is found;
- Submittal of added terms, conditions, or agreements with the bid document;
- Offering of gifts or souvenirs, even of minimal value, to OCFA Directors, officers or employees;
- The existence of any lawsuit, unresolved contractual claim or dispute between the Bidder and OCFA;
- Evidence of the Bidder's inability to successfully complete the responsibilities and obligations of the bid is found;
- Bidder's default under any OCFA agreement.
- No bidder shall be allowed to make, submit or be interested in more than one bid. No person, firm, corporation, or other entity may submit a sub-proposal to a bidder, or quote prices of materials to a bidder when also submitting as a prime on the same project.

### **35. PUBLIC RECORD**

All bids submitted in response to this IFB shall become the property of OCFA and shall become a matter of public record available for review when required by law, including but not limited to the California Public Records Act.

### **36. CLAYTON ACT AND CARTWRIGHT ACT**

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to OCFA all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**37. INSURANCE**

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents, including but not limited to the General Conditions. Failure to do so may result in forfeiture of the bid guarantee. No time extensions or extra payments shall be made to contractor for delays it may encounter in obtaining such coverage.

Contractor shall not commence work under the agreement until he/she has obtained all required insurance, including any and all endorsements, and the insurance has been approved by the OCFA as to form, amount, and carrier, nor shall Contractor allow any subcontractor to commence any work until all insurance required of the subcontractor has been obtained and approved.

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

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 within fourteen (14) calendar days of the notice, the successful Offeror(s) shall complete and/or submit the items listed in Exhibit 4A: Transmittal Page – Bid Award Documents to the Purchasing & Materials Manager or designee.

**The successful contractor or any designated subcontractors shall not perform any work on the project prior to attending the pre-construction conference and executing the appropriate certification.** In case of failure of the Offeror(s) to execute and return all required documents in a form satisfactory to OCFA and within the time allowed, the OCFA may, at its option, consider that the Offeror(s) has/have abandoned the contract.

**39. SUBSTITUTION OF SECURITIES**

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies retained by the OCFA to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the OCFA, with a State or Federally chartered bank as the escrow agent or require the OCFA to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the OCFA pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the OCFA approved securities with the escrow agent, the escrow agent shall notify the OCFA within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for OCFA approval, and to be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the OCFA that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the OCFA's Office of General Counsel.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The OCFA may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of the cumulative amounts identified in all stop notices.

**40 AWARD AND EXECUTION OF CONTRACT.** If a bid bond is submitted with a 10% of Bid designation for the amount as noted in the OCFA Approved Bid Bond form, a revised Bid Bond with numerical dollar values, both in words and with digits, shall be submitted to the OCFA within three (3) working days of bid opening.

Within seven (7) calendar days after the date of the Notice of Apparent Low Bidder, the Contractor shall execute and return the following documents to the OCFA:

- All required evidence of insurance
- Two (2) Original Signed Contract Agreements

Within fourteen (14) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following documents to the OCFA:

- |                             |                                     |
|-----------------------------|-------------------------------------|
| • Faithful Performance Bond | • Water Pollution Control Plan      |
| • Material and Labor Bond   | • Form W-9                          |
| • Construction Schedule     | • Encroachment Permit Application   |
| • Traffic Control Plan      | • Construction Materials Submittals |

**FAILURE TO COMPLY WITH ALL OF THE ABOVE WILL RESULT IN ANNULMENT OF THE AWARD AND FORFEITURE OF THE PROPOSAL GUARANTEE AT THE SOLE DISCRETION OF OCFA.**

The Contract Agreement shall not be considered binding upon the OCFA until executed by the authorized OCFA officials.



**SECTION 3: PROPOSAL DOCUMENTS****BID SUBMITTAL**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the Bidder submit the following documents, organized in the manner specified below. All Bidders are expected to provide detailed answers where requested. Additional information, if provided, should be separately identified in the bid. **Failure to submit these documents may result in the bid being deemed non-responsive.**

- ☒ Transmittal Page One – IFB Response Forms (*Exhibit 3A*)
- ☒ Original Bidder's Bond (*Exhibit 3B*)
- ☒ Certification of Bid (*Exhibit 3C*)
- ☒ Non-Collusion Affidavit (*Exhibit 3D*)
- ☒ Contractor's Licensing Statement (*Exhibit 3E*)
- ☒ List of Subcontractors (*Exhibit 3F*)
- ☒ Designation of Sureties (*Exhibit 3G*)
- ☒ Bidder's Certification of Compliance with Insurance Requirements (*Exhibit 3H*)
- ☒ Certification of Site Examination (*Exhibit 3I*)
- ☒ Bid Sheets (*Exhibit 3J*)
- ☒ Project Approach and Schedule (*Exhibit 3K*)
- ☒ List of Project References (*Exhibit 3L*)
- ☒ Qualifications Questionnaire (*Exhibit 3M*)
- ☒ Party and Participant Disclosure Forms (*Exhibit 3N*)

**3A: TRANSMITTAL PAGE**

TO: Orange County Fire Authority

FROM: A2Z Construct Inc

(Legal Name of Contractor)

PROJECT: FOUNDATION REPAIRS AT OCFA FIRE STATION 49

The contractor will accept in full payment for the work specified herein the following total lump sum amount, inclusive of all applicable taxes and markup (transferred from Exhibit 3J: Bid Sheets):

**BID LUMP SUM:**

NUMERICAL:

\$ 428,800.00

WRITTEN:

Four hundred twenty eight thousand eight hundred dollars

**ACKNOWLEDGMENT OF ADDENDA:**

No.: 1 Dated: 05/24/2021 No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
 No.: \_\_\_\_\_ Dated: \_\_\_\_\_ No.: \_\_\_\_\_ Dated: \_\_\_\_\_

**BIDDER'S CHECKLIST:**

Bidder certifies that the following documents are included in its Bid:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Transmittal Page (Exhibit 3A)                 | <input checked="" type="checkbox"/> List of Subcontractors (Exhibit 3F)   | <input checked="" type="checkbox"/> Project Approach and Schedule (Exhibit 3K)          |
| <input checked="" type="checkbox"/> Bidder's Bond (Exhibit 3B)                    | <input checked="" type="checkbox"/> Designation of Sureties (Exhibit 3G)  | <input checked="" type="checkbox"/> List of Project References (Exhibit 3L)             |
| <input checked="" type="checkbox"/> Certification of Bid (Exhibit 3C)             | <input checked="" type="checkbox"/> Bidder's Certification of Compliance with Insurance Requirements (Exhibit 3H) | <input checked="" type="checkbox"/> Qualifications Questionnaire (Exhibit 3M)           |
| <input checked="" type="checkbox"/> Contractor's Licensing Statement (Exhibit 3D) | <input checked="" type="checkbox"/> Certification of Site Examination (Exhibit 3I)                                | <input checked="" type="checkbox"/> Party and Participant Disclosure Forms (Exhibit 3N) |
| <input checked="" type="checkbox"/> Non-Collusion Affidavit (Exhibit 3E)          | <input checked="" type="checkbox"/> Bid Sheets (Exhibit 3J)   |   |

**MINIMUM QUALIFICATIONS:**

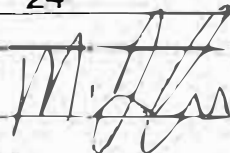
Bidder Meets the Minimum Qualifications as follows:

CSLB License #: 739539 Expiration: 03/31/2023

DIR Registration #: 1000012937 Expiration: 06/30/2021

Number of Years of Experience: 24

SIGNATURE OF CONTRACTOR:



PRINTED NAME: Matthew Jafari

TITLE: President

**3B: BIDDER'S BOND**

(10% of Agreement Price)

**Bidders must use this form, NOT a surety company form**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, A2Z CONSTRUCT, INC. as Principal ("Principal"), and CONTRACTORS BONDING AND INSURANCE COMPANY as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of ILLINOIS and authorized to do business as a surety in the State of California, are held and bound unto the Orange County Fire Authority ("OCFA") of Orange County, State of California as Obligee, in the sum of TEN PERCENT OF GREATER AMOUNT BID Dollars (\$ 10% ) lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the OCFA for all work specifically described in the accompanying bid:

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner required under the Bid Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract ("Agreement"), in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the Agreement and to file the required performance and labor and material bonds, and to meet all other conditions to the Agreement between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to submit and execute the Agreement award documents as required in the Invitation for Bid Document within the timeline specified therein.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the OCFA awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (180) days after the date of the bid opening.

**[Signature Page Follows]**



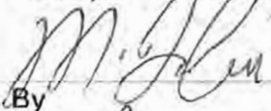
IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 26TH day of MAY, 2021, accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract;

**CONTRACTOR:**

(Affix Corporate Seal)

A2Z CONSTRUCT, INC.

Principal



By

Matthew Jafari / President

Print Name and Title of Signatory

SEE CALIFORNIA NOTARY, ATTACHED →

**SURETY:**

(Affix Corporate Seal)

CONTRACTORS BONDING AND INSURANCE COMPANY

Surety



By MARK D. IATAROLA, ATTORNEY-IN-FACT

CONTRACTORS  
BONDING AND INSURANCE COMPANY  
111 PACIFICA, SUITE 350  
SANTA ANA, CA 92618  
949/341-6169

NAME, ADDRESS AND TELEPHONE NUMBER OF SURETY

MALONEY AND ASSOCIATES

Name of California Agent of Surety

435 WEST GRAND AVENUE, ESCONDIDO, CA 92025

Address of California Agent of Surety

760/738-2610

Telephone Number of California Agent of Surety

Attach Notary acknowledgments for all signatures. Attach Power of Attorney Attach Power of Attorney if executed by Attorney-in-Fact. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 5/26/2021

Date

before me,

SANDRA FIGUEROA, NOTARY PUBLIC

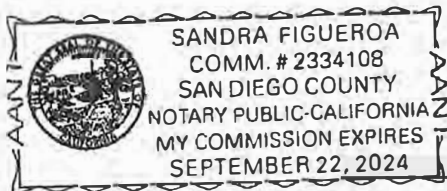
Here Insert Name and Title of the Officer

personally appeared

MARK D. IATAROLA

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Jatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of November, 2020.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Barton W. Davis  
Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 23rd day of November, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover  
Catherine D. Glover

Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 26TH day of MAY, 2021.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Jeffrey D. Dick  
Jeffrey D. Dick

Corporate Secretary



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California  
County of Orange )

On June 2nd 2021 before me, Tejal Munsif, Notary Public  
(insert name and title of the officer)

personally appeared Matthew Jafari -----  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



*attached 3B Bidder's Bond*

### **3C: CERTIFICATION OF BID**

In responding to IFB RO2478 – FOUNDATION REPAIRS AT OCFA FIRE STATION 49, the undersigned Bidder(s) certifies the following:

1. Bidder agrees to provide all necessary labor, materials, equipment, and services to OCFA per the specifications contained herein and that all furnished labor is able to work in harmony with all other elements of labor employed or to be employed on the work.
2. Bidder further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this IFB, and the resulting Construction Services Agreement. **If there are any exceptions to or deviations from the terms of the Contract Documents (Section 4), they must be stated in an attachment included with the bid.** Where Bidder wishes to propose alternatives to the OCFA'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, Bidder will be deemed to have accepted the form of the contract requirements set forth in Section 4.
3. The Bidder hereby certifies that the individual signing the submittal is an authorized agent for the Bidder and has the OCFA to legally bind the Bidder to the Contract.
4. The undersigned has reviewed the work outlined in the documents and fully understands the scope of work required, understands the construction and project management function(s) as described, and that each contractor who is awarded a contract shall be in fact the prime contractor, not a subcontractor, to the OCFA, and agrees that its offer, if accepted by the OCFA, will be the basis for the contractor to enter into a contract with the OCFA.
5. The undersigned had notified the OCFA in writing any discrepancies or omission or of any doubt, questions, or ambiguities about the meaning of any of the IFB documents.
6. By submitting this Offer Form and signing below, the liquidated damages clause of the Agreement is hereby acknowledged.
7. It is understood that the OCFA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days.
8. Contractor expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the OCFA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the contractor may be subject to criminal prosecution.
9. Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940. Bidder certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.
10. The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager: (1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by



any Federal agency within the past 3 years; (3) does not have a proposed debarment pending; and (4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

**To the Orange County Fire Authority:**

Contractor hereby certifies to the OCFA that all representations, certifications, and statements made by the contractor, as set forth in this offer form, are true and correct and are made under penalty of perjury. 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.

LEGAL NAME OF CONTRACTOR: A2Z Construct IncSIGNATURE OF CONTRACTOR: PRINTED NAME: Matthew JafariTITLE: PresidentCONTRACTOR ADDRESS: PO Box 80425CITY: Rancho Santa MargaritaSTATE: CAZIP CODE: 92688

IF CONTRACTOR IS A CORPORATION, AFFIX CORPORATE SEAL AND COMPLETE THE FOLLOWING:

NAME OF CORPORATION: A2Z Construct IncDATE OF INCORPORATION: 03/18/2010PRESIDENT: Matthew Jafari

TREASURER: \_\_\_\_\_

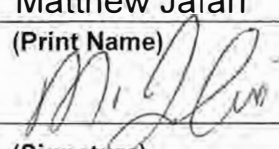
SECRETARY: \_\_\_\_\_

MANAGER: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_SEE CALIFORNIA NOTARY, ATTACHED →

(Signature of Notary Public)

(Attach Jurat)

BY Matthew Jafari  
(Print Name)  
(Signature)TITLE President

(SEAL)

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 2nd  
day of June, 2021, by Matthew Jafari

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read "Tejal Munsif", written over a horizontal line.

Attached - 3c certification  
of Bid.

**3D: NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA     )  
   ) SS  
 COUNTY OF                    )

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6-2-21 [date], at MISSION VIEJO [city], CA [state]."

Signed

  
 \_\_\_\_\_  
 President

 \_\_\_\_\_  
 Title

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**SEE CALIFORNIA NOTARY, ATTACHED** →

\_\_\_\_\_  
 Signature of Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 2nd  
day of June, 2021, by Matthew Jafari

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in dark ink, appearing to read 'Tejal Munsif', written over a horizontal line.

attached - 3D: Non collusion  
Affidavit



**3E: CONTRACTOR'S LICENSING CERTIFICATION**

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

The undersigned certifies that the contractor is licensed in accordance with the laws of the State of California to do the type of work required. Contractor further certifies that it is regularly engaged in the general class and type of work called for in this Request for Informal Bid. The successful contractor and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Please complete and/or provide all requested information.

CONTRACTOR'S  
LICENSE NO: 739539 CLASS: A,B EXPIRATION: 03/31/2023  
CA DIR REGISTRATION NUMBER: 1000012937 EXPIRATION: 06/30/2021  
CONTRACTOR TELEPHONE: 949-283-5179 CONTRACTOR FAX: 949-589-4274  
BUSINESS ADDRESS: PO Box 80425 Rancho Santa Margarita, CA 92688  
LENGTH OF TIME IN BUSINESS: 24  
LENGTH OF TIME AT CURRENT LOCATION: 24  
NUMBER OF EMPLOYEES: 2 NUMBER OF CURRENT CLIENTS: 2

*If the contractor operates as a sole proprietorship:*

NAME OF INDIVIDUAL CONTRACTOR: \_\_\_\_\_  
SIGNATURE OF OWNER: N/A  
BUSINESS ADDRESS: \_\_\_\_\_

*If the contractor operates under a partnership:*

NAME OF FIRM: \_\_\_\_\_  
PARTNER NAME: \_\_\_\_\_ PARTNER TITLE: \_\_\_\_\_  
PARTNER ADDRESS: N/A  
SIGNATURE OF PARTNER: \_\_\_\_\_  
PARTNER NAME: \_\_\_\_\_ PARTNER TITLE: \_\_\_\_\_  
PARTNER ADDRESS: \_\_\_\_\_  
SIGNATURE OF PARTNER: \_\_\_\_\_

If contractor operates under a corporation:

NAME OF CORPORATION: A2Z Construct Inc

CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA:



SIGNATURE OF CORPORATION PRESIDENT

SIGNATURE OF THE CORPORATION SECRETARY

6/2/21

DATE

Management person responsible for direct contact with OCFA:

NAME: Matthew Jafari

TITLE: President

TELEPHONE: 949-283-5179

E-MAIL: a2zconstructinc2@aol.com

Person responsible for the day-to-day servicing of the account/project.

NAME: Matthew Jafari

TITLE: President

TELEPHONE: 949-283-5179

E-MAIL: a2zconstructinc2@aol.com

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

SEE CALIFORNIA NOTARY, ATTACHED →

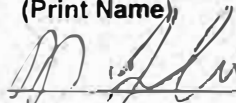
(Signature of Notary Public)

(Attach Jurat)

BY

Matthew Jafari

(Print Name)



(Signature)

TITLE

President

(SEAL)

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 2nd  
day of June, 2021, by Matthew Jafari

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'Tejal Munsif', written over a horizontal line.

Attached - 3E; Contractor's  
Licensing Certification



**3F: PROPOSED SUBCONTRACTORS**

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., Bidder must clearly set forth the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the Contractor's total bid.

Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list as to any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, Bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. Bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

<b>Subcontractor Name</b>	N/A		
Address			
DIR Registration No.	CSLB No.	Class	
Phone	Email		
Percent of Total Contract			
Specific Scope of Work			
<b>Subcontractor Name</b>	N/A		
Address			
DIR Registration No.	CSLB No.	Class	
Phone	Email		
Percent of Total Contract			
Specific Scope of Work			
<b>Subcontractor Name</b>	N/A		
Address			
DIR Registration No.	CSLB No.	Class	
Phone	Email		
Percent of Total Contract			
Specific Scope of Work			
<b>Subcontractor Name</b>	N/A		
Address			
DIR Registration No.	CSLB No.	Class	
Phone	Email		
Percent of Total Contract			
Specific Scope of Work			
<b>Subcontractor Name</b>	N/A		
Address			
DIR Registration No.	CSLB No.	Class	
Phone	Email		
Percent of Total Contract			
Specific Scope of Work			

**3G: DESIGNATION OF SURETIES**

The following are the names, addresses and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds.

<b>Name</b>	Contractors Bonding and Insurance Co.
Address	111 Pacifica Suite #350, Irvine, CA 92618
Phone No.	760-738-2610
<b>Name</b>	Number One Insurance
Address	1711 Beach Blvd. #103 Huntington Beach, CA 92647
Phone No.	714-848-4400
<b>Name</b>	Progressive Commercial, United Financial Cas Co.
Address	PO Box 94739, Cleveland, OH 44101
Phone No.	1-800-444-4487
<b>Name</b>	N/A
Address	
Phone No.	

**3H: BIDDER'S CERTIFICATION OF COMPLIANCE WITH  
INSURANCE REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION**

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR IFB RO2478 – FOUNDATION REPAIRS AT OCFA FIRE STATION 49 AND IN THE SPECIAL PROVISIONS FOR IFB RO2478 – FOUNDATION REPAIRS AT OCFA FIRE STATION 49 and accepts all conditions and requirements contained therein.

BIDDER acknowledges that ACORD forms will not be accepted when policy forms or endorsements are required.

BIDDER acknowledges that some insurance companies may be unwilling to issue all of the policy coverage and endorsements required in the conditions and requirements. It is BIDDER's responsibility to ensure that it will be able to provide evidence of all required types and amounts of insurance and all policy endorsements required hereunder.

BIDDER represents and warrants that, prior to signing below, BIDDER has confirmed with BIDDER's insurer(s) or insurance broker(s) that all required evidence of the types and amounts of insurance, and all required endorsements of insurance coverage, will be timely provided to OCFA in accordance with the conditions and requirements. Failure to provide all required evidence of insurance and endorsements when required will constitute a material breach of the agreement.

A2Z Construct Inc

Bidder

Matthew Jafari

By

Date

6/2/21



**3I: CERTIFICATION OF SITE EXAMINATION**

By signing below, Bidder certifies each of the following:

1. Bidder is fully informed of the conditions relating to the construction of the work and the employment of labor thereon
2. The specifications for the work show conditions as they are believed to exist. The conditions shown do not constitute a representation or warranty express or implied by the OCFA, its officers or agents that such conditions actually exist.
3. Bidder has thoroughly examined the site for the work described herein and attended the mandatory pre- bid inspection of the building(s) and site(s), conducted by the OCFA. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.
4. Bidder has observed the designated Contractor work areas, material equipment storage areas, access routes, as well as the ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed for such matters.
5. Bidder is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed.
6. Bidder acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work that may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property and expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.

**To the Orange County Fire Authority:**

I certify that I have examined the site and the bid is complete and there will be no requests for additional payment for failure to examine the site thoroughly.

Date of Site Examination: 05/20/2021

Company Name: A2Z Construct Inc

Signature: 

Printed Name / Title of Company Representative: Matthew Jafari/President

Date: 6/2/21

**3J: BID SHEETS**

**Cost Analysis:** The bid information is relevant to a determination of whether the pricing offered is fair and reasonable in light of the Scope of Services to be provided. Failure to submit the information in the format requested may result in the bid being deemed non-responsive.

**Instructions:** - Input your information in the blank cells as follows:

- Insert a description for each Line
- Insert the lump sum subtotal for each category
- Add all categories to arrive at the Project Grand Total

CATEGORY I: LABOR		
Line	Description	
1		
SUBTOTAL LABOR:		160,000.7
CATEGORY II: PERMANENT & NON-PERMANENT MATERIALS		
Line	Description	
2		
SUBTOTAL MATERIALS:		90,000.7
CATEGORY III: EQUIPMENT		
Line	Description	
3		
SUBTOTAL EQUIPMENT:		45,000.7
CATEGORY IV: OVERHEAD & INDIRECT COSTS		
Line	Description	
4		
SUBTOTAL OVERHEAD:		40,000.7
PROJECT SUBTOTAL		
CATEGORY V: PROFIT		
Line	Description	% Profit
5	Provide the percentage of the project subtotal (above) that will be assessed as profit:	1.28.
SUBTOTAL PROFIT (IN DOLLARS)		93,800.7
CATEGORY VI: PERMITS/FEES		
Line	Description	Estimated Permits/Fees
6	Provide an estimate of the permits and fees for the project. These fees will be reimbursed at actual cost or may be paid directly to the regulating agency by OCFA.	
SUBTOTAL PERMITS/FEES		
PROJECT GRAND TOTAL		428,800.7

**3K: PROJECT APPROACH AND TIMELINE**

**Failure to provide the information requested below may result in the bid being deemed non-responsive:**

1. Submit a Rough Construction Schedule. This will be the basis for the approved Construction Schedule.
2. Submit a Rough Schedule of Values, including mobilization and field office costs, in a format consistent with AIA Document G703 – 1992. This will be the basis for the approved Schedule of Values.
3. Submit a narrative explanation of the proposed Construction Schedule and Schedule of Values. The narrative should include project phases and major project milestones.

**1. Rough Construction Schedule:**

Mobilization: August 16-19

Demo: August 20-Sept 15

Compaction: Sept 17-Sept 24

Rebar: Sept 27-Oct 12

Inspection: Oct 12-Oct 15

Footing/Slab: Oct 15-Nov 5

Punch List: Nov 8-Nov 19

**2. Rough Schedule Value:**

Demo/Mobilization: 45,000.7

Compaction: 35,000.7

Rebar: 48,800.7

Footing/Slab: 300,000.7

3. The above construction schedule is a rough estimate of the time frame for the indicated items. The rough schedule of values follows suit. Major milestones for this project include; compaction rebar, and concrete slab with footing

**3L: LIST OF PROJECT REFERENCES**

The Bidder must demonstrate knowledge of public construction techniques and must possess a working ability to perform a similar scope of construction work for other public agencies. The information provided below may be used to determine whether the bid is submitted by a "responsible bidder" for purposes of the Public Contract Code, as stated in this IFB document. The OCFA expressly reserves the right to reject the bid of any bidder who has failed to complete three (3) similar projects of substantially the same type of work in a timely or satisfactory manner. **Failure to provide the requested information may cause your bid to be rejected as non-responsive.**

1. Submit the following information for three public agencies for which the Bidder has performed similar work within the past three (3) years:

- a) Agency Name
- b) Address
- c) Contact Name and Title
- d) Telephone Number
- e) Email Address
- f) Project Name
- g) Project Value
- h) Description of Scope of Work

2. References will be asked the following information:

- a) Did the Contractor perform the work as agreed?
- b) Did the Contractor perform the work within the allocated time frame?
- c) Were you satisfied with the Contractor's performance?
- d) Would you recommend the Contractor for a future contract?
- e) Did you have easy accessibility to the Contractor?



## REFERENCES

1. Agency Name: City of Tustin Parks & Recreation

Address: 300 Centennial Way, Tustin, CA 92780

Contact Name and Title: Chad Clanton, Project Manager

Telephone Number: (714)573-3332

Email Address: [cclanton@tustin.org](mailto:cclanton@tustin.org)

Project Name: Citrus Ranch Park Shade Overhead

Project Value: \$150,000.00

Description of Scope of Work: Steel and wood framing, concrete foundation footing, light fixtures, stone work, and steel shade framing

2. Agency Name: City of Mission Viejo

Address: 200 Civic Center, Mission Viejo, CA 92691

Contact Name and Title: Jerry Hill, Project Manager

Telephone Number: (949)470-3085

Email Address: [jerryhill@cityofmissionviejo.org](mailto:jerryhill@cityofmissionviejo.org)

Project Name: Craycraft Park Restroom

Project Value: \$176,000.00

Description of Scope of Work: Concrete footing, mow curbs, storm drains, sewer lines, and steel shade framing

3. Agency Name: Capistrano Unified School District

Address: 24171 Pavion Way, Mission Viejo, CA 92692

Contact Name and Title: Greg Smith, Project Manager

Telephone Number: (714)541-2390

Email Address: [gsmith@telacu.com](mailto:gsmith@telacu.com)

Project Name: Phillip Reilly Elementary School Shade Structure

Project Value: \$119,450.00

Description of Scope of Work: Concrete slab, footing, and shade structure

**3M: QUALIFICATIONS QUESTIONNAIRE**

The information and documents provided below may be used to determine the responsibility of Bidder's submittal, as stated in Section 33 of this IFB document. **Failure to provide the requested information may cause your bid to be rejected as non-responsive.**

1. Provide the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal: **Matthew Jafari, President, 63 Via Gatillo, RSM, CA 92688, 949-283-5179**
2. Provide the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal. **N/A**
3. Provide all current and prior DBA's, aliases, and fictitious business names for any principal having an interest in this proposal. **N/A**
4. For each violation of labor law determined by any Federal, State or local agency to have been committed by the Bidder or any principal having an interest in this proposal, identify any measures that have been imposed by, or agreed upon with, the Federal, State or local agency as punishment for past violations or to prevent future violations. **N/A**
5. State the title and date, and attach a copy of, each written threat, bid depository, claim, lawsuit, discipline or other written action by the Contractor State License Board against the Bidder or any principal having an interest in this proposal. **N/A**
6. Identify the following information about each claim asserted against the Bidder or any principal having an interest in this proposal relating to industrial safety within the past eight (8) years: name of the agency/entity asserting the claim; the date of the claim; the date of the alleged violation giving rise to the claim; the claim number, if any. Attach a copy of the claim. **N/A**
7. Has the Bidder or any principal having an interest in this proposal been disqualified from bidding on, or from finishing, any other public works project in the past 8 years? If so, for each such disqualification, identify: who was disqualified; which public agency disqualified; the date of the disqualification; the alleged basis for the disqualification; **N/A**
8. Has the Bidder or any principal having an interest in this proposal: (a) filed (voluntarily or involuntarily) for bankruptcy protection; (b) been sued or arbitrated a dispute; been involved in a contract termination involving a public works project; or (c) failed to complete work required by a construction contract? If so, provide detailed information. **N/A**
9. Please submit an attachment detailing the following information about all current projects:
  - a) Project Name
  - b) Description of Bidder's Work **Please see next page**
  - c) Completion Date
  - d) Project Cost

## CURRENT PROJECTS

1. Project Name: Grant Howald Park Restroom Rehabilitation

Description of Bidder's Work: Patch and repair wood beams/trellis/roof. Install flashing caps at trellis/roof. New handrails and stair nosing. Paint exterior. Provide and install toilet stall urinal partitions and new ADA signage. Re level existing floor; new tile. New sheet metal canopy at roof fascia.

Completion Date: Ongoing

Project Cost: \$100,000.00

2. Project Name: District Transportation Center Remodel Phase II

Description of Bidder's Work: Electrical, plumbing, mechanical systems, new walls, ceiling, and finishes.

Completion Date: Ongoing

Project Cost: \$270,000.00

**3N: 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**

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

**Ross Chun, Director**  
City of Aliso Viejo

**Frances Marquez, Director**  
City of Cypress

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

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

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

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

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

**Troy Bourne, Director**  
City of San Juan Capistrano

**Joe Kalmick, Director**  
City of Seal Beach

**Vince Rossini, Director**  
City of Villa Park

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

**Michele Steggell, Vice Chair**  
City of La Palma

**Sunny Park, Director**  
City of Buena Park

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

**Anthony Kuo, Director**  
City of Irvine

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

**Mark Tetteimer, Director**  
City of Lake Forest

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

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

**Jessie Lopez, Director**  
City of Santa Ana

**Letitia Clark, Director**  
City of Tustin

**Tri Ta, Director**  
City of Westminster

**Donald Wagner, Director**  
County of Orange

**Lisa Bartlett, Director**  
County of Orange



## 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 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.
  - 1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements<sup>1</sup> for use, including all entitlements for land use, all contracts<sup>2</sup> (other than competitively bid, labor or personal employment contracts), and all franchises.
  - 2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
  - 3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

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

<sup>1</sup> Entitlement for the purposes of this form refers to contract award. <sup>2</sup> All Contracts for the purposes of this form refer to the contract award of this specific solicitation.



## PARTY DISCLOSURE FORM

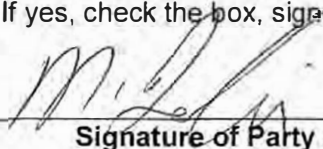
Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_ **N/A** \_\_\_\_\_

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: 6/2/21  
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): \_\_\_\_\_

**PARTICIPANT (AGENT) DISCLOSURE**

The Participant Disclosure Form must be completed by lobbyists or agents representing the Offeror in this procurement. It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of OCFA for approval.

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any Board member. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors. No Board member may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the Board member knows or has reason to know that you are a participant.
- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any Board member for OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the Board members in complying with the law).
- C. If you or your agent have made a contribution of more than \$250 to any Board member during the 12 months preceding the decision in the proceeding, that Board member must disqualify himself or herself from the decision. However, disqualification is not required if the Board member returns the campaign contribution within 30 days from the time the Board member 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 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 OCFA'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:
    - i. Communicates directly, either in person or in writing, with a Board member of OCFA or any of its affiliated agencies for the purpose of influencing the Board member's vote on the proposal;
    - ii. Communicates with an employee of OCFA or any of its affiliated agencies for the purpose of influencing a Board member's vote on the proposal; or
    - iii. Testifies or makes an oral statement before the Board of Directors of 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 Board members are not aggregated.

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

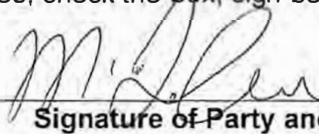
Party's Name: \_\_\_\_\_

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: 6/2/21

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 Board  
Member:**N/A**

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

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

**N/A**

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

Name of Board  
Member:

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

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

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



Home



CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 739539

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- CSLB complaint disclosure is restricted by law (B&P 7124.4). If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/4/2021 7:59:08 AM

### Business Information

A 2 Z CONSTRUCT INC  
PO BOX 80425  
RANCHO SANTA MARGARITA, CA 92688  
Business Phone Number: (949) 283-5179

Entity Corporation  
Issue Date 08/20/1997  
Reissue Date 03/15/2005  
Expire Date 03/31/2023

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

- A - GENERAL ENGINEERING CONTRACTOR
- B - GENERAL BUILDING CONTRACTOR

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.

Bond Number: 04WB084036

Bond Amount: \$15,000

Effective Date: 03/08/2017

Contractor's Bond History

#### Bond of Qualifying Individual

The qualifying individual MATTHEW JAFARI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 03/15/2005

### Workers' Compensation

This license has workers compensation insurance with the NATIONAL LIABILITY AND FIRE INSURANCE COMPANY

Policy Number: A9WC169717

Effective Date: 12/26/2020

Expire Date: 12/26/2021

Workers' Compensation History

### Miscellaneous Information

- 03/15/2005 - LICENSE REISSUED TO ANOTHER ENTITY



State of California

## Department of Industrial Relations

Back to DIR >> (<https://www.dir.ca.gov/>)

## Contractor Information

Legal Entity Name  
AZZ CONSTRUCT INC  
Legal Entity Type  
Corporation  
Status  
Active  
Registration Number  
1000012937  
Registration effective date  
07/01/21  
Registration expiration date  
06/30/24  
Mailing Address  
PO BOX 80425 RANCHO SANTA MARGARITA 92688 CA United States of America  
Physical Address  
63 VIA GATILLO RANCHO SANTA MARGARITA 92688 CA United States of America  
Email Address  
azzconstructinc2@aol.com  
Trade Name/DBA  
License Number (s)  
Other: 739539  
CSLB: 739539

## Registration History

Effective Date	Expiration Date
06/23/18	06/30/19
06/27/17	06/30/18
06/13/16	06/30/17
06/03/15	06/30/16
07/27/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/24

## Legal Entity Information

Corporation Entity Number: C2302569  
Federal Employment Identification Number: 330943514  
President Name: MATTHEW JAFARI  
Vice President Name:  
Treasurer Name:  
Secretary Name: CHARLENE JAFARI  
CEO Name:

Agency for Service:  
Agent of Service Name: MATTHEW JAFARI  
Agent of Service Mailing Address: 63 VIA GATILLO RANCHO SANTA MARGARITA 92688 CA United States of America

## Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)? No  
Please provide your current worker's compensation insurance information below:  
PEO Information Name PEO Phone PEO Email

Insured by Carrier  
Policy Holder Name: AZZ CONSTRUCT INC  
Insurance Carrier: National Liability & Fire Insurance Company  
Policy Number: A9WC945421  
Inception date: 12/26/19  
Expiration Date: 12/26/21

## About DIR

Who we are (<https://www.dir.ca.gov/aboutdir.html>)DIR Divisions, Boards & Commissions ([https://www.dir.ca.gov/divisions\\_and\\_programs.html](https://www.dir.ca.gov/divisions_and_programs.html))Contact DIR (<https://www.dir.ca.gov/Contactus.html>)

## Work with Us

Jobs at DIR (<https://www.dir.ca.gov/dirjobs/dirjobs.htm>)Licensing, registrations, certifications & permits (<https://www.dir.ca.gov/permits-licenses-certifications.html>)Required Notifications (<https://www.dir.ca.gov/dosh/Required-Notifications.html>)Public Records Requests ([https://www.dir.ca.gov/prr\\_request.html](https://www.dir.ca.gov/prr_request.html))

## Learn More

Access to Idioms (<http://www.dir.ca.gov/Bilingual-Services-Act/default.html>)Frequently Asked Questions (<https://www.dir.ca.gov/faqslst.html>)Site Map (<https://www.dir.ca.gov/sitemap/sitemap.html>)

Back to Top Conditions of Use ([https://www.dir.ca.gov/od\\_pub/conditions.html](https://www.dir.ca.gov/od_pub/conditions.html)) Disclaimer ([https://www.dir.ca.gov/od\\_pub/disclaimer.html](https://www.dir.ca.gov/od_pub/disclaimer.html))  
Privacy Policy ([https://www.dir.ca.gov/od\\_pub/privacy.html](https://www.dir.ca.gov/od_pub/privacy.html)) Accessibility ([https://www.dir.ca.gov/od\\_pub/accessibility.html](https://www.dir.ca.gov/od_pub/accessibility.html))  
Site Help ([https://www.dir.ca.gov/od\\_pub/help.html](https://www.dir.ca.gov/od_pub/help.html)) Contact Us (<https://www.dir.ca.gov/ContactUs.html>)

(<https://www.facebook.com/Calif>)  
(<https://twitter.com/#!/>)

(<http://www.youtube.com/Calif>)

**SECTION 4: CONTRACT DOCUMENTS****CONTRACT SUBMITTALS (SUCCESSFUL BIDDER ONLY)**

Within fourteen calendar days (14) of the issuance of the Notice to Proceed, the successful Bidder must submit the documents below. Failure to do so may result in the contract being deemed abandoned.

- ☒ **Transmittal Page Two – Bid Award Documents** (Exhibit 4A)
- ☒ **Original Performance Bond** (Exhibit 4B)
- ☒ **Original Payment (Labor and Materials) Bond** (Exhibit 4C)
- ☒ **Award Certifications** (Exhibit 4D)
- ☒ **IRS Form W9** (Exhibit 4E)
- ☒ **All required Insurance Certificates and Endorsements**
- ☒ **Signed Contract Agreement** (Exhibit 4F)
- ☒ **General Conditions** (Exhibit 4G)



**4A: TRANSMITTAL PAGE TWO – BID AWARD DOCUMENTS**

TO: Orange County Fire Authority

FROM:

A2Z Construct Inc.

(Legal Name of Contractor)

PROJECT: FOUNDATION REPAIRS AT OCFA FIRE STATION 49

**AWARDED CONTRACTOR'S CHECKLIST:**

The awarded Contractor is required to provide the following documents:

☒ Transmittal Page (Exhibit 4A)

☒ Award Certifications (Exhibit 4D)

☒ Signed Agreement (Exhibit 4F)

☒ Performance Bond (Exhibit 4B)

☒ W9 (Exhibit 4E)

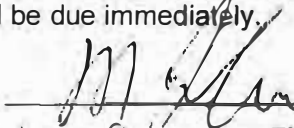
☒ Payment Bond (Exhibit 4C)

☒ Insurance Certificates

**TO THE OCFA:**

Signature below acknowledges that, should the Contractor fail to provide the above documents in a form satisfactory to OCFA within fourteen days of the issuance of the Notice of Award, OCFA may, at its option, consider the Contractor to have abandoned the agreement, upon which the full payment of the sum stated in the Bidder's Bond shall be due immediately.

SIGNATURE OF CONTRACTOR:



PRINTED NAME:

Matthew Jafari

TITLE:

President

EXECUTED IN TRIPLICATE  
BOND NO. RCB0024121  
PREMIUM: \$7,432.00  
PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT PRICE

**4B: FAITHFUL PERFORMANCE BOND**

(100% of Agreement Price)

**Bidders must use this form, NOT a surety company form**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Orange County Fire Authority, ("OCFA") and A2Z CONSTRUCT, INC. ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary convenient, and proper to perform the following project:

**IFB RO2478 – FOUNDATION REPAIRS AT OCFA FIRE STATION 49**

("Contract") which Contract dated [DATE], and all of the Bid Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract

**CONTRACTORS BONDING**

NOW, THEREFORE, the Principal and AND INSURANCE COMPANY ("Surety") are held and firmly bound unto the Board of the OCFA in the penal sum of [FOUR HUNDRED TWENTY-EIGHT THOUSAND, EIGHT HUNDRED] DOLLARS (\$[428,800]), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project, and
- Pay to the OCFA all damages the OCFA incurs as a result of the Principal's failure to perform all the work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the OCFA, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the OCFA from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the OCFA's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

**[Signature Page Follows]**

IN WITNESS WHEREOF, <sup>THREE (3)</sup> ~~xxxxxx~~ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 6TH day of JULY, 2021, in accordance with Article 5, commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

**CONTRACTOR:**  
(Affix Corporate Seal)

A2Z CONSTRUCT, INC.

Principal

By M. Jafari  
Matthew Jafari / President  
Print Name and Title of Signatory

SEE CALIFORNIA NOTARY, ATTACHED →

**SURETY:**  
(Affix Corporate Seal)

CONTRACTORS BONDING AND INSURANCE COMPANY  
Surety

By Mark D. Iatarola  
By MARK D. IATAROLA, ATTORNEY-IN-FACT

MALONEY AND ASSOCIATES  
Name of California Agent of Surety

435 WEST GRAND AVENUE, ESCONDIDO, CA 92025  
Address of California Agent of Surety

760/738-2610  
Telephone Number of California Agent of Surety

111 PACIFICA, SUITE 350  
IRVINE, CA 92618  
949/341-9169  
ADDRESS AND TELEPHONE NUMBER OF SURETY

Attach Notary acknowledgments for all signatures. Attach Power of Attorney Attach Power of Attorney if executed by Attorney-in-Fact. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 7/6/2021 before me, TRACY LYNN RODRIGUEZ, NOTAR Y P ULBC  
*Date Here Insert Name and Title of the Officer*  
 personally appeared MARK D. IATAROLA  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Tracy Lynn Rodriguez*  
*Signature of Notary Public*

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA

☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California, its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of November, 2020.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Barton W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 23rd day of November, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover

Catherine D. Glover

Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 6th day of JULY, 2021.

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jeffrey D. Dick

Jeffrey D. Dick

Corporate Secretary

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On July 13th 2021 before me, Tejal Munsif, Notary Public  
(insert name and title of the officer)

personally appeared Matthew Jafari  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Attached - Faithful Performance  
Bond



**4C: PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
(100% of Agreement Price)

EXECUTED IN TRIPLICATE  
BOND NO. RCB0024121  
PREMIUM INCLUDED IN PERFORMANCE BOND

**Bidders must use this form, NOT a surety company form**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Orange County Fire Authority, ("OCFA") and A2Z CONSTRUCT, INC., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**IFB RO2478 – FOUNDATION REPAIRS AT OCFA FIRE STATION 49**

("Contract") which Contract dated [DATE], and all of the Bid Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

**CONTRACTORS BONDING**

NOW, THEREFORE, the Principal and AND INSURANCE COMPANY ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of [FOUR HUNDRED TWENTY-EIGHT THOUSAND, EIGHT HUNDRED] DOLLARS (\$[428,800]), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

**[Signature Page Follows]**

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of November, 2020.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Barton W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 23rd day of November, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover  
Catherine D. Glover Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 6th day of JULY, 2021.

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jeffrey D. Dick  
Jeffrey D. Dick Corporate Secretary



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On July 13th 2021 before me, Tejal Munsif, Notary Public  
(insert name and title of the officer)

personally appeared Matthew Jafari  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



*attached - Payment Bond*

#### 4D: AWARD CERTIFICATIONS

**Prevailing Wage:**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

**Workers' Compensation:**

In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract. CA Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways: (1) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state; (2) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees. I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract.

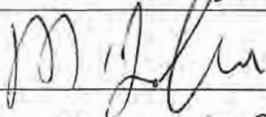
Date:

7/11/21

Legal Name of  
Contractor:

A2Z Construct Inc.

Signature:



Printed Name:

Matthew Jafari

Title:

President

# 4E: IRS FORM W9

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Matthew Jafari</b>	
2 Business name/disregarded entity name, if different from above <b>A22 Construct Inc.</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <b>_____</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) <b>_____</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>_____</b> Exemption from FATCA reporting code (if any) <b>_____</b> <small>(Apply to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>63 Via Gatillo</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Rancho Santa Margarita, CA 92688</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

### 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 for Part II, later.

Sign Here	Signature of U.S. person <b><i>M. Jafari</i></b>	Date <b>7/11/21</b>
-----------	--	---------------------

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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, later.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<b>Number1 Insurance Marketing Services</b> 17111 Beach Blvd Ste 103 Huntington Beach, CA 92647 License #: 0C17917	CONTACT NAME:	Proof	
		PHONE (A/C, No, Ext):	(714)848-4400	FAX (A/C, No):
		E-MAIL ADDRESS:	Proof@number1ins.com	
INSURED	<b>A 2 Z CONSTRUCT INC</b> 63 VIA GATILLO RANCHO SANTA MA, CA 92688	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Associated Industries Insurance Company		
		INSURER B: United Financial Casualty Company		11770
		INSURER C: National Liability & Fire Insurance Company		
		INSURER D: Colony Insurance Company		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 00004613-1070857 REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

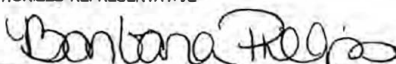
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XN103239800	11/09/2020	11/09/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			08445692-6	02/15/2021	08/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A9WC169717	12/26/2020	12/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			CSP4245644	07/10/2021	07/10/2022	Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (BPP)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED -  
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Policy Number: XN103239800	Endorsement Effective: 11/12/2020
Named Insured: A 2 Z CONSTRUCT INC A 2 Z CONSTRUCT INC	Counter Signed By: 

**SCHEDULE**

<b>Name of Person or Organization:</b> <b>Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.</b>
Location:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than services, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. The words "you" and "your" refer to the Named Insured shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

D. The following are added to **SECTION V – DEFINITIONS**:

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

E. The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. Primary Wording

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

2. Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "you work" done under a contract with that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.03 % of the California workers' compensation premium otherwise due on such remuneration.

## Schedule

**Person or Organization****Job Description**

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/26/2020  
Insured A 2 Z CONSTRUCT INC

Policy No. A9WC169717  
Insurance Company National Liability & Fire Insurance Company

Endorsement No. 01

Countersigned By \_\_\_\_\_

## **4G: GENERAL CONDITIONS**

### **ORANGE COUNTY FIRE AUTHORITY GENERAL CONDITIONS**

#### **51 Definitions**

As used in these General Conditions and in the Project Manual generally, the following terms have the meaning indicated:

Acts of God: An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave.

Addendum: A written or graphic instrument issued by Project Manager on behalf of the OCFA prior to the execution of the Contract which sets forth additions, deletions, or other revisions to the Project Manual or clarifications thereof.

Authority: The Orange County Fire Authority, a California Joint Powers Authority.

Board of Directors: The governing body of the Orange County Fire Authority.

Change Order: A written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Contract. A Change Order may be accompanied by and/or may identify additional or revised Drawings, sketches or other written instructions which become and form a part of the Project Manual by virtue of the executed Change Order. Except as otherwise provided in Subparagraph 1.1.5., a Change in the Work, or a change in the Contract Time or the Contract Sum shall only be approved by written Change Order.

Construction Contract or Contract: The written "Contract Agreement" covering the performance of the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work. The term "Construction Contract" also includes the Project Manual.

Contract Directive: A written document issued by the Project Manager and consisting of additions, deletions, clarifications, interpretations, or other written instructions issued by the Project Manager with respect to the performance of the Work or the activities of the Contractor on the Job Site or the property of OCFA. A Contract Directive can be a response to a Request for Information; however, all responses to Requests for Information need not be Contract Directives. A Contract Directive may become the subject of a Change Order only if such Directive involves a substantial change in the Work, or a change in the Contract Time or the Contract Amount, approved as a Change Order by the Project Manager.

Contractor's Construction Schedule: The detailed schedules, based on a critical path method ("CPM"), prepared by the Contractor, presenting an orderly and realistic plan for completion of the work required in the Project Manual. The Contractor's Construction Schedule shall also include the completion dates of the Milestones and a final proposal narrative as described in the Project Manual.

Contractor: The person or entity awarded the Contract to perform the work.

Day: All references to days in the Project Manual refer to calendar day unless otherwise specifically indicated.

Design Professional: Officers, employees, and consultants, the architectural and engineering firm, a party to the design-build entity responsible for the overall design of the Project.

Excusable Labor Dispute: Any labor dispute directed against an entire industry, or any labor dispute that is not directed solely against the Project, the Contractor, or any subcontractor or supplier, and which prevents Contractor from obtaining labor or materials necessary for the performance of the Work and that actually delays the performance of the Work; provided, however, that suitable substitute labor or materials are not reasonably obtainable.

Excusable Transportation Delay: Any labor dispute directed at an entire industry, or any labor dispute that is not directed solely against the Project, the Contractor, or any subcontractor or supplier, or other delay not within the reasonable control of the Contractor which prevents the transportation of necessary materials to the Project and actually delays the performance of Work; provided, however, that suitable substitute transportation for such materials is not reasonably available.

Fire Chief: The Fire Chief of the OCFA or the Fire Chief's Designee.

Laws: Each and every Federal, state, and local law, ordinance, code, rule, and regulation, as well as the lawful order or decree of any public or quasi-public authority and each of their respective inspectors or officials, including but not limited to all applicable building codes, bearing on or otherwise applicable to the Project. The term "Laws" also includes any and all conditions of approval of each and every entitlement or permit issued or approved by the Local Jurisdictions.

Local Jurisdictions: Any governmental agency with land use authority over the Project or part of the Project and each regulatory agency or authority with jurisdiction over the project, and their respective inspectors and representatives.

Modification or Contract Modification: (1) a written amendment to this Contract signed by both Parties; (2) a Change Order; or (3) a Contract Directive or other written interpretation or order issued as a response to a Request for Information or otherwise issued by the Project Manager pursuant to the terms of the Project Manual. Contractor acknowledges that the execution on its behalf of any such Modification by any one person with apparent authority shall be binding against the Contractor. A Modification may be made only after execution of the Contract. No Contract Directive or response to a Request for Information shall be construed as a Change Order or other Modification unless it expressly so states.

Non-Conformance Notice: A notice issued by the Project Manager documenting that the work or some portion thereof has not been performed in accordance with the requirements of the Project Manual.

Notice to Proceed: The written notice of the OCFA to the Contractor to commence work under the Contract.

OCFA: The Orange County Fire Authority, a California Joint Powers Authority.

Plans: The drawings, supplemental drawings, or reproductions thereof, the project plans, standard plans, profiles, cross-sections, and all graphic depictions, which show the location, character, dimensions, and details of the work to be performed and contained in the Project Manual.

Project: The Project is the performance, construction, installation, and completion of the entire scope of all work as described in the Contract Documents.

Project Manager: The person or persons designated by the OCFA to serve as the Project Manager of the project.



Project Manual: Defined in Section 41 of the Contract Agreement.

Provide: To furnish, fabricate, complete, deliver, install, and erect including all labor, materials, equipment, apparatus, appurtenances, and expenses, necessary to complete in place, ready for operation or use under the terms of the Project Manual.

Regulatory Agency – A Federal, State or local governmental agency that has regulatory jurisdiction over one or more aspects of the Project. (Examples may include, but are not limited to the Regional Water Quality Control Board, the California Coastal Commission, or the South Coast Air Quality Management Board.)

Related Work: Work performed by the OCFA or by any separate Contractor retained or hired by the OCFA, related to the completion of the Project and which is not required to be performed by the Contractor pursuant to this Contract and the Project Manual.

Requests for Information: A written request from the Contractor or one of the Subcontractors to the Project Manager seeking an interpretation or a clarification of some requirement of the Project Manual. Contractor shall clearly and concisely set forth in writing the issue for which Contractor seeks clarification or interpretation and why a response is needed from the Project Manager. Contractor shall set forth Contractor's interpretation or understanding of the Project Manual's requirements along with reasons why Contractor reached such an understanding. Responses from the Project Manager will not change any requirements of the Project Manual unless so noted in the Request for Information response.

Scheduled Completion Date: The number of days specified in the Construction Schedule for completion of the Project.

Site or Sites: The land on which the Project will be constructed as specifically described in the Project Manual.

Specifications: The directives, provisions, and requirements contained in Project Manual, however such may be labeled or otherwise described.

Subcontractor: A person or organization having a direct contract with the Contractor to perform any of the Work at the Site or to supply any materials, equipment, or supplies to be incorporated in, or utilized in connection with, the Work and as used herein shall include the Subcontractor's authorized representative.

Substantial Completion of the Project: occurs when all of the following are achieved: (1) substantial completion of all Work; and (2) suitable to meet the requirements for the issuance of a certificate of occupancy and receipt of all other required approvals of construction from the Local Jurisdictions; and (3) in strict accordance with the Project Manual; and (4) such that OCFA may fully utilize the Project for the use for which it is intended. Early occupation of the Project by OCFA does not constitute Substantial Completion of the Project if one or more of the four factors above has not yet been achieved. (See Section General Conditions, Section 74.)

Supplemental Agreements: The written agreements covering alterations, amendments, or extensions to the Construction Contract and include contract change orders.

Work: All the work specified, indicated, shown, or contemplated in the Construction Contract to construct the Project, including all alterations, amendments, or extensions thereto made by contract change order or other written orders of the Project Manager, including each activity,



labor, task, service, acquisition, purchase, installation, or action of any kind required to be performed under the terms of this Contract and as specified in the Project Manual.

## 52 The Project Manual

- 52.1 The Project Manual is defined in **Section 41** of the Contract Agreement. The Contractor has examined carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the Construction Contract. The Contractor warrants and represents that, in executing the Contract and undertaking the Work, it has not relied upon any oral inducement or representation by OCFA, Project Manager, or any of their officers or agents as to the nature of the Work, the Site, the Project conditions or otherwise.
- 52.2 All parts and provisions of the Project Manual are complementary, and what is required by any one shall be as binding as if required by all. If the Project Manual does not specifically allow the Contractor a choice as to quality or cost of items to be furnished, but could be interpreted to permit such choice, subject to confirmation or approval by Project Manager, they shall be construed to require the Contractor to provide the best quality. Words and abbreviations which have well-known technical or trade meanings are used in the Project Manual in accordance with such recognized meanings.
- 52.3 Where conflict exists within or between parts of the Project Manual, or between the Project Manual and either applicable industry standards or applicable codes, ordinances, or other legal requirements, the more stringent requirements shall apply; otherwise, the following order of precedence shall be used: the Construction Contract; the Special Conditions of the Contract for Construction; these General Conditions of the Construction Contract; the balance of the Project Manual, and the Drawings. If the Contractor is required to perform any extra or corrective Work to comply with the preceding sentence, it shall not be entitled to an increase in the Contract Sum or Contract Time, and no claim shall result from such compliance. Subject to confirmation or approval by OCFA, more detailed Drawings take precedence over less detailed scaled Drawings, figured dimensions on the Drawings take precedence over scaled dimensions, and otherwise noted matters on the drawings take highest precedence.
- 52.4 Drawings take precedence over graphic representations. Contractor shall bring or submit to the Project Manager any such conflicts as soon as Contractor or its Subcontractors discover or learn about such apparent conflicts in the form of an RFI.
- 52.5 The organization of the Specifications into divisions, sections, and articles, and the arrangement of Drawings, are not intended to influence the Contractor in its division of the Work among Subcontractors or its establishment of the extent of the Work to be performed by any trade.
- 52.6 The Contractor shall request in writing that Project Manager provide any interpretations or clarifications necessary for the proper execution, coordination or progress of the Work. Such interpretations shall be issued by Project Manager in writing for implementation by the Contractor. The Contractor shall make all such requests for interpretation or clarification in writing.
- 52.7 The Project Manual reflects conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on

behalf of Authority that such conditions actually exist. The Contractor shall inspect the Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown on the Project Manual and the actual conditions revealed during the progress of the Work or otherwise. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.

52.8 The Contractor shall develop and maintain current "as-built" Plans to be provided to Project Manager in accordance with the Construction Contract and Section 01770 of the Project Manual. Project Manager may inspect and copy such Plans at any time during the course of the Work.

52.9 The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Construction Contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall provide all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

### **53 Contract Bonds.**

Both the Faithful Performance Bond and the Material and Labor Bond shall each be for not less than one hundred percent (100%) of the total Contract amount. The Material and Labor Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will be held for one year after the date of recordation of the Notice of Completion.

Prior to the acceptance of any bond, the OCFA shall verify that the surety is an admitted surety in the State of California. If requested by the OCFA, the Contractor shall provide other information specified in the Code of Civil Procedure Section 995.660 to enable the OCFA to verify the sufficiency of the bond.

Should any bond become insufficient, the Contractor shall correct the insufficiency within ten (10) calendar days after receiving notice from the OCFA. The Contractor shall provide the OCFA with evidence of the correction within ten (10) calendar days of said correction. Should any surety at any time be unsatisfactory to the OCFA, written notice will be given to the Contractor to that effect. No further payments shall be deemed due or will be payable under the Contract until Contractor submits an acceptable bond from a surety accepted by the OCFA. Changes to the work or extensions of time made pursuant to the Contract Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

### **54 OCFA AND OCFA'S REPRESENTATIVES**

54.1 The work will be under the general direction of the Fire Chief. The Project Manager is the authorized representative of the Fire Chief and has complete charge of the work, and shall exercise full control of the work, so far as it affects the interest of the OCFA.

54.2 The provisions in this General Conditions or elsewhere in the Contract Documents regarding approval or direction by the Fire Chief, the OCFA, the Board of Directors, or the Project Manager, or action taken pursuant thereto, are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

- 54.3 The Project Manager is the OCFA's exclusive representative and agent to the Contractor with respect to this Project during construction and until the completion of the Project. The OCFA's communications with the Contractor shall be exclusively through the Project Manager.
- 54.4 Project Manager shall at all times have access to the work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.
- 54.5 The OCFA shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.
- 54.6 The OCFA will not be responsible for the failure of the Contractor to plan, schedule, and execute the work in accordance with the approved schedule or the failure of the Contractor to meet the Contract Documents completion dates or the failure of the Contractor to Schedule and coordinate the work of Contractor's own trades and subcontractors or to coordinate with other Separate Contractors.
- 54.7 The OCFA will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the work.
- 54.8 The Project Manager has the authority to disapprove or reject work on behalf of the OCFA when, in the Project Manager's opinion, the work does not conform to the Contract Documents. Whenever, in the Project Manager's reasonable opinion, it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, the Project Manager has the authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work shall then be fabricated, installed, or completed.
- 54.9 The Project Manager has the authority to require special inspection or testing of the work. However, neither the Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the OCFA to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the work.
- 54.10 The Project Manager has the authority and discretion, but not the obligation, to call, schedule, and conduct job meetings to be attended by the Contractor and representatives of Contractor's subcontractors, to discuss such matters as safety, procedures, progress, problems, and scheduling.
- 54.11 The Project Manager will establish procedures to be followed for processing all submittals, Change Orders, Progress payments, other project reports, documentation, and test reports.
- 54.12 The Project Manager will review all requests for changes and shall implement the processing of Change Orders including application for extensions of time.
- 54.13 The Project Manager will review and process all Progress Payment Requests by the Contractor including Final Progress Payment Requests.
- 54.14 Nothing contained in the Project Manual shall create any contractual relationship between Project Manager and the Contractor.

- 54.15 Except as otherwise provided in the Project Manual, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, OCFA shall be taken, given and made by, or delivered or given to, Project Manager in the name of and on behalf of OCFA. Only those so designated are authorized to grant on behalf of OCFA any approval, consent or waiver with respect to the Project Manual or the Work, or to otherwise act for OCFA in any capacity whatsoever.
- 54.16 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Project Manual either by the activities or duties of the Project Manager in its administration of the Contract, including, without limitation, by any inspections or tests required, or by approvals or other similar action with regard to shop drawings or submittals (of any type), or by the activities of persons other than the Contractor with respect to the Project. Further, notwithstanding the fact that a dispute, controversy or other question may have arisen between the parties hereto relating to the execution or progress of the Work, the interpretation of the Project Manual, the payment of any monies, the delivery of any materials or any other matter whatsoever, the Contractor shall not be relieved of its obligations to pursue the Work diligently under the Project Manual pending the determination of such dispute, controversy, or other question.
- 54.17 OCFA reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the safety and protection of persons and property, with which the Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by OCFA shall not relieve the Contractor of its duties and responsibilities under the Project Manual, and OCFA shall not thereby assume, nor be deemed to have assumed, such duties or responsibilities of the Contractor.

## 55 **CONTRACTOR**

- 55.1 Composition: If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- 55.2 Examination of Plans, Specifications, and Site of Project: In addition to the representations and warranties contained in the Contract, the Contractor acknowledges that prior to execution of the Contract it has thoroughly reviewed and inspected the Project Manual, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. OCFA shall not be responsible for any costs, nor liable to the Contractor for any damage, resulting from any such matter that the Contractor reasonably should have discovered. The Contractor shall perform no portion of the Work at any time which is not as provided or specified in the Project Manual or, where required, shop drawings, product data, or samples, for such portions bearing the Design Professional's appropriate action stamp. Work performed in violation of this provision shall be at the Contractor's risk
- 55.3 Contractor Certification: Contractor certifies and agrees that all the terms, conditions, and obligations of the Project Manual, the location and condition of the Site, and the conditions under which the work is to be performed have been thoroughly reviewed and investigated and Contractor enters into this Contract based upon Contractor's review and investigation of all such matters. Contractor certifies and agrees that Contractor is in no way relying upon any opinions or representations of OCFA or the OCFA's officers, employees, agents, and consultants, including but not limited to, the Project Manager and the Design Professional.

- 55.4 Preparation of Documents: The Contractor shall carefully review and where appropriate or as may be required in the Scope of Work or at the direction of the Project Manager prepare drawings, specifications, and other instructions and shall at once report to Project Manager any error, inconsistency, or omission which Contractor may discover. Except as otherwise specifically provided hereinafter under warranties, the Contractor shall not be an agent for the OCFA.
- 55.5 Superintendence: The Contractor shall maintain on the site, during all construction activity, a competent superintendent and any necessary assistants, all satisfactory to the Project Manager. The superintendent shall not be changed except with the consent of the Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he/she shall be replaced immediately and in no case more than 24 hours with a superintendent acceptable to the Project Manager. The superintendent shall represent the Contractor and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall provide Project Manager with complete work history profiles of management staff associated with this Project for Project Manager's review.
- 55.6 Licenses and Certificates: The Contractor represents and warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and any local jurisdiction, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Further, Contractor warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with all applicable laws and licensure requirements now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities, including, without limitation, compliance with laws applicable to non-discrimination, harassment, and ethical behavior. Contractor shall notify the Project Manager immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any such permits, licenses, approvals, certificates, waivers, and exemptions. Such inability shall be cause for termination of this Contract.
- 55.7 Materials and Equipment: The Contractor shall cause all materials and equipment to be delivered to the Site in accordance with any schedule or schedules therefore established from time to time and approved by Project Manager and, in any event, in a manner which will assure the timely progress and completion of the Work but will not encumber the Site unreasonably. Materials delivered to the Site for incorporation in the Work shall not be removed from the Site without the consent of Project Manager. The Contractor shall give, or shall require its Subcontractors to give, full and accurate quality, performance and delivery status reports, in a form satisfactory to Project Manager, regarding any materials and equipment, or such other data with respect thereto as may be requested by Project Manager, and shall obtain for Project Manager the written assurances of any manufacturer that its material or equipment is designed, and appropriate, for the use intended. The Contractor warrants to OCFA that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Project Manual and that all Work shall be of good quality, free from faults and defects and in conformance with the Project Manual. All Work not so conforming to these standards may be considered defective. All warranties and guarantees from Subcontractors (including, without limitation, manufacturers) shall be assignable to OCFA regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the OCFA.
- 55.8 Completion Schedule: The Contractor shall prepare and submit, for Project Manager's approval, a Construction Schedule for the work which shall provide for expeditious and practicable execution of the work for completion within the Contract Time. This schedule



- shall be coordinated with the entire Project Construction Schedule to the extent required by the Contract Documents.
- 55.9 Reports by Contractor: Daily reports of the site and construction activities shall be provided to Project Manager. The reports shall follow the OCFA approved format including, but not limited to, information regarding trades at work, manpower, weather conditions, construction progress, and solutions to problems.
- 55.10 Contractor Responsibility: The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, coordination, scheduling and procedures, for all cleanup and for all safety and weather precautions and programs, in connection with the Work. Contractor shall be solely responsible for the work and the Project as described in the Contract Documents. Contractor shall have complete control over the construction methods, techniques, and procedures, except as may be specifically provided in the Contract Documents. Contractor shall, at its sole cost and expense, perform all labor and services and furnish all material, tools, appliances, and equipment necessary and proper for performing and completing the Work of the Project in strict compliance with the terms and conditions of the Project Manual. Contractor shall provide all labor, materials, and equipment in conformity with the Project Manual and other directions as may be provided by the Project Manager. Contractor shall, at its sole cost and expense, prepare and fully comply with all provisions of the Quality Assurance/Quality Control Program as provided in the Project Manual.
- 55.11 Ongoing Oversight: Contractor shall keep itself continuously informed of the progress of the Work and the Related Work and will attend all meetings related to the Work and the Related Work as specified in the Project Manual and as identified in the Contractor's Construction Schedule. Contractor further agrees to work in a prompt, efficient, expert, and diligent manner and to furnish sufficient manpower to complete the Work in accordance with the Contractor's Construction Schedule. Contractor shall prosecute the Work diligently to completion. Contractor shall be responsible for the coordination and scheduling of all Work and the Related Work.
- 55.12 Ongoing Self-Inspection: Contractor shall, at its sole cost and expense, inspect its work to determine strict conformance to the requirements of the Project Manual. (This obligation of the Contractor is in addition to the Contractor's obligations to make repairs or to remedy deficient or unacceptable work as may be required under this Contract or any other provision of the Project Manual.) If some of the work performed on the Project does not comply with the requirements of the Project Manual, Contractor shall repair or replace such defective work at its sole cost and expense. Contractor shall gain no protection or right of reliance on the Project Manager's or Fire Chief's inspection of the work. If it is determined that the Project Manager or Fire Chief inspected work and failed to call defects or non-conforming items to the attention of Contractor, the OCFA shall not be deemed to have waived the requirements of the Project Manual or accepted the work.
- 55.13 Monitoring and Compliance: The Project Manager shall, at all times, have safe access to the Project site and its related work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of Contract Documents. All work done and all materials furnished shall be subject to Project Manager inspection. In the event the Project Manager finds or determines that the work or material are not in accordance with the requirements and the intentions of the Contract Documents, the Project Manager shall issue a Non-Conformance Notice. Upon receipt of a Non-Conformance Notice the Contractor shall provide a written Response to the Non-Conformance Notice within five (5)



working days after receipt of the Notice. The Contractor's response shall detail either (a) why Contractor believes that the work was performed in accordance with the Project Manual or (b) what corrective action Contractor intends to take, at its sole cost and expense, to correct the non-conforming work. If Contractor disputes issuance of the Notice, the Project Manager has five- (5) working days in which to respond by either (a) withdrawing the Notice of Non-Conformance or (b) directing the Contractor to correct the work. Such determination of the Project Manager shall be final and conclusive of the matter. If directed to correct the work, Contractor shall do so within five (5) working days after receipt of such direction from the Project Manager, or such other time as may be agreed in writing from the Project Manager.

- 55.14 **Inspectors:** In addition to the Project Manager, inspectors of Local Jurisdictions are authorized to enforce strict compliance with the terms and conditions of the Contract and the Project Manual and to determine the acceptability of materials and workmanship. Inspectors are authorized to reject work or materials if they determine that such work or materials do not conform to the requirements of the Contract and the Project Manual. Whenever an inspector determines that some work installed by the Contractor, or any Subcontractor or supplier at any tier does not conform to the requirements of the Contract, a Notice of Non-Conformance will be issued to record this determination. In the event of a dispute between the Contractor and an inspector concerning non-conforming work, the Contractor shall pursue the issue in accordance with the requirements of Subsection M above this Section 1.03 of this contract, relating to Non-Conforming Work. Inspectors other than the Project Manager are not authorized to issue or direct changes to the requirements of the Contract. In the event that the Contractor believes some direction given by an inspector does constitute a change to the requirements of the Contract, Contractor shall within two (2) days provide written notice to the Project Manager detailing the direction given, by whom, when and under what circumstances, and why the Contractor believes that such direction constitutes a change to the requirements of the Contract. Failure to provide such written notice to the Project Manager within the specified timeframe shall constitute a waiver of claim with respect to the direction received by the Contractor.
- 55.15 **Remedy and Repair of Work:** The inspection of the work or materials shall not relieve the Contractor of any of the Contractor's obligations to fulfill the Construction Contract as prescribed. Work and materials not meeting the requirements shall be made good, and unsuitable work or materials may be rejected, notwithstanding that the work or materials have been previously inspected by the Project Manager or that payment therefor has been included in a progress payment. All work which has been rejected as indicated in a Non-Conformance Notice shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed to the Contractor for the removal, replacement or remedial work. Payment shall not be made on any portion of the work for which a Non-Conformance Notice has been issued and the work not corrected to the satisfaction of the Project Manager.
- 55.16 **Failure to Comply:** Upon failure of the Contractor to comply promptly with any order of the Project Manager made under Paragraphs L, M, N, and O above, the Project Manager, with the approval of the Fire Chief, may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due the Contractor.
- 55.17 **Contractor Liabilities:** The Contractor shall be responsible to OCFA for the acts and omissions of its employees. The Contractor shall be held responsible for all damages resulting from its employees or its subcontractors or agents from all errors, omissions, or negligence in the performance of the work and completion of the Project.

- 55.18 Deficiencies in Contract Documents: Contractor covenants and agrees that Contractor, its employees, agents, subcontractors, and suppliers have an affirmative duty and obligation to promptly disclose to the Project Manager any deficiency, error, or inconsistency in the Contract Documents and any of the plans and specifications contained therein, so that Project Manager, the OCFA, and the Design Professional can affect any required or necessary modification or clarification thereof in a timely and cost effective manner. In this regard and in furtherance of the Contractor's obligations, the Contractor agrees not to take advantage of errors or omissions in the Project Manual. It is the duty of the Contractor to promptly notify the Project Manager in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect or insufficiency exists in design, materials, or specified methods and fails to promptly notify the Project Manager in writing of this belief, the Contractor thereby waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal or equitable proceeding against the OCFA, or in any subsequent arbitration or settlement conference between the OCFA and the Contractor. The Project Manager, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after the Contractor becomes aware that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at the Contractor's own risk and the Contractor shall bear all costs arising therefrom.
- 55.19 Ongoing Duty to Disclose: If the Contractor, either before commencing work or in the course of the work, finds any discrepancy within the Project Manual, or between the Project Manual and the physical conditions at the Site, or finds an error or omission on the Plans, Specifications, or in any survey, the Contractor shall promptly notify the Project Manager in writing of such discrepancy, error, or omission. If the Contractor observes that the Project Manual is at variance with any applicable law, regulation, order, or decree, the Contractor shall promptly notify the Project Manager in writing of such conflict. The Project Manager, on receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor after the discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, omission, or conflict will be at the Contractor's own risk and the Contractor shall bear all costs arising therefrom.
- 55.20 Duty to Coordinate: The Contractor shall be responsible for coordinating any work carried on at the Site by other parties or by the OCFA, including the Related Work, simultaneously with the Work. The compensation to be paid to Contractor under this Contract includes any costs which the Contractor may incur as a result of coordinating the Work with such other work, including the Related Work. In no case shall the Contractor be entitled to extra compensation from the OCFA for damages suffered as a result of work being carried on at the Site by other parties or the OCFA simultaneously with the construction work for this Project. Nevertheless, if such work results in a delay to the Contractor's work beyond reasonable time allocations afforded to such work and Related Work identified on the Contractor's Construction Schedule as approved by the Project Manager, the Contractor may be eligible for an extension of time as specified in this Contract.
- 55.21 Failure to Pay for Labor or Materials: If Contractor fails to pay for labor or materials when due, OCFA may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, OCFA may settle any claims directly and deduct the amount of payments from the Contract price and any amounts due to Contractor. In the event OCFA receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, OCFA shall be entitled to deduct all of its costs

and expenses incurred relating thereto, including but not limited to administrative and legal fees.

- 55.22 Compliance with Laws: The Contractor shall, at its cost and expense, comply with all Laws, as any may now exist or be hereafter changed or added. It shall be the responsibility of the Contractor to familiarize itself with all such Laws, and any performance of the Work by or on behalf of the Contractor which is not in compliance with the Laws shall be at the Contractor's sole risk and expense. The Contractor shall notify OCFA prior to execution of the Contract (and, without limiting the continuous duty of the Contractor to advise the OCFA) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the Laws.
- 55.23 Ongoing Responsibility: Any work or material not specified in the Project Manual but which by fair implication, in the judgment of the Project Manager, should be included therein, shall be accomplished, furnished, or provided by the Contractor as part of the Project Manual.
- 55.24 Taxes, Fees, and Licenses: The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, OCFA may withhold the amount of any such taxes from any amounts owing to the Contractor under the Project Manual, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or Sub-subcontractors and offset said amount against the Contract Sum. The Contractor shall secure and pay for all governmental fees, permits and licenses which OCFA is not specifically required to provide and pay for under the Project Manual.
- 55.25 Tests: If the Project Manual, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the Contractor shall advise Project Manager in a timely manner (in writing, if practicable) of its readiness and of the date arranged so that Project Manager may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified. Project Manager may require any special inspection, testing or approval of the Work not included under above, or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise Project Manager in a timely manner (in writing, if practicable). If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Project Manual; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of Project Manager, which, if incurred by OCFA, may be offset by OCFA against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, OCFA shall bear the costs of such inspection or testing. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Project Manager.
- 55.26 General: The duties and responsibilities of the Contractor as set forth in this Section 1.03 are in addition to, and not in lieu of, other duties and responsibilities of the Contractor enumerated elsewhere in the Project Manual.

## **56 - RESPONSIBILITIES OF THE CONTRACTOR**

**56.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.****56.1.1 General.**

**56.1.1.1 Conduct of the Work.** The Contractor shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no extraneous activity that might cause disruption to the Project site, surrounding areas, or residents. Failure to comply may result in the suspension of work, or removal of contractor's staff from the Project.

**56.1.1.2. Noise Levels.** A noise level limit of 86 dbA Max at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel. In addition to those requirements, all work shall comply with all applicable noise ordinances at all times.

**56.2 COOPERATION AND COLLATERAL WORK.**

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the OCFA, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule its work and conduct its operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

**56.3 PROJECT SITE MAINTENANCE.****56.3.1. Cleanup and Dust Control.**

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and/or as directed by the Engineer.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

**56.3.1.1 Construction Cleaning**

The Contractor shall:

- (a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- (b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.
- (c) The Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.

- (d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or Engineer. In any case, the Contractor shall use water or other effective means to control the dust. No chemical agents may be used without written authorization from the Agency. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the Project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefore.

## **57 Subcontracts**

- 57.1 Licensed Subcontractors: The Contractor shall comply with the provisions of the Subletting and Subcontracting Fair Practices Act (the "Act") (Public Contracts Code Section 4100 et seq.). The Contractor shall not terminate the employment of a Subcontractor or Sub-subcontractor engaged in the Work prior to the expiration of that subcontract without complying with the Act. The Contractor shall in all respects select the subcontractors in the manner provided under law. Each subcontractor selected for the work shall be licensed in the State of California in the subcontractor's particular field.
- 57.2 Transactions: Transactions with subcontractors shall be made through the Contractor. OCFA may assign to the Contractor any contracts or purchase orders entered into between OCFA and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Contract, and any increase in the Contract Sum shall be governed by Section 01200 of the Project Manual.
- 57.3 Writing: All subcontracts and sub-subcontracts shall be in writing. Each subcontract and sub-subcontract shall contain a reference to this Contract and shall incorporate the terms and conditions hereof to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of OCFA, to be bound by, and to require each of its Subcontractors to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.
- 57.4 Responsibility: The Contractor shall be fully responsible to the OCFA for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as Contractor is for the acts and omissions of Contractor and of persons directly or indirectly employed by



Contractor and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's work to the extent of such subcontractor's interest therein.

- 57.5 Incompetent or Disorderly Conduct: If any Subcontractor or person employed by the Contractor shall appear to the Project Manager to be incompetent or to act in a disorderly or improper manner, such person shall be discharged immediately on the request of the Project Manager, and that person shall not again be employed on the work.
- 57.6 Mandatory Subcontract Terms: Each subcontract shall provide for its termination by the Contractor if, in Project Manager's opinion, the Subcontractor fails to comply with the requirements of the Project Manual insofar as the same may be applicable to its portion of the Work; and each Subcontractor shall be required to insert a similar provision in each of its sub-subcontracts. In the event of any such failure by a Subcontractor or Sub-subcontractor to comply with the requirements of the Project Manual, such Subcontractor or Sub-subcontractor, as the case may be, shall be removed immediately from the Work and shall not again be employed on the Work. The Contractor shall be responsible for all costs and expenses arising out of, and shall indemnify OCFA on account of, any such failure by a Subcontractor or Sub-subcontractor (specifically including, without limitation, a failure to pay for labor (including applicable fringe benefits) or materials).
- 57.8 Contractual Relations: Nothing contained in this Contract shall create any contractual relationship between OCFA or the Project Manager or the Design Professional on the one hand, and a subcontractor on the other.

## **58 Drawings And Specifications**

- 58.1 Checking: The Contractor, as part of this Contract, shall agree not to take advantage of errors or omissions in the Contract Documents, including any plans and specifications thereto. It is the duty of the Contractor to promptly notify the Project Manager in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect or insufficiency exists in design, materials, or specified methods and fails to promptly notify the Project Manager in writing of this belief, the Contractor thereby waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal or equitable proceeding against the OCFA, or in any subsequent arbitration or settlement conference between the OCFA and the Contractor. The Project Manager, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after the Contractor becomes aware that a defect or insufficiency exists in design, materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at the Contractor's own risk and the Contractor shall bear all costs arising therefrom.
- 58.2 Discrepancy in Contract Documents: If the Contractor, either before commencing work or in the course of the work, finds any discrepancy within the Contract Documents, or between the Contract Documents and the physical conditions at the Project site, or finds an error or omission on the plans, specifications, or in any survey, the Contractor shall promptly notify the Project Manager in writing of such discrepancy, error, or omission. If the Contractor observes that the Contract Documents is at variance with any applicable law, regulation, order, or decree, the Contractor shall promptly notify the Project Manager in writing of such conflict. The Project Manager, on receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor after the discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, omission, or conflict will be at the Contractor's own risk and the Contractor shall bear all costs arising therefrom.



- 58.3 Implication: Any work or material not specified in the Contract Documents but which by fair implication, in the judgment of the Project Manager, should be included therein, shall be accomplished, furnished, or provided by the Contractor as part of the Contract Documents.
- 58.4 Precedence: Figures marked on drawings shall in general be followed in reference to scale measurements. Large scale drawings shall in general govern small scale drawings. Specifications and schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to the Project Manager, without whose decision Contractor shall not adjust said discrepancy save only at Contractor's own risk and expense. The decision of the Project Manager shall be final.
- 58.5 Shop Drawings: The Contractor shall establish, implement, and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Schedule and any Milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Project Manual for the benefit of OCFA at the time of submission. No approval or other similar action regarding any such submission shall be binding in any way upon OCFA.
- 58.6 Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all contract drawings, details, supplementary drawings and approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of Project correspondence. The Contractor shall maintain on the site a complete "as built" record set of prints. In addition, the Contractor shall keep on the site as required a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to the Project Manager.
- 58.7 Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the Project Manager.

## **59 Divisions Of The Specifications**

- 59.1 For convenience, the work as described in the Contract Documents are arranged in several divisions and sections, but such separations shall not be considered as the limits of the work required for any subcontract or trade: the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the OCFA will not be responsible for any division of work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.
- 59.2 Schedules of work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or work necessary to complete the work of any section.
- 59.3 Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many soon devices, items, or parts as are required to properly complete the work.

- 59.4 Each section of the specifications is covered by applicable requirements of the Contract Documents and other related sections as if therein written.

## **60 Site Conditions**

- 60.1 Existing Site Conditions: Information respecting the site of the work given in drawings or specifications has been obtained by OCFA's representatives and is believed to be reasonably correct, but the OCFA does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.
- 60.2 Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of:
- 60.2.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- 60.2.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Project Manager shall promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for performance an equitable adjustment shall be made and the Contract Documents modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless Contractor has given notice as above required.
- 60.3 Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage to public utility facilities on the Project site which was not due to failure of Contractor to exercise reasonable care, and removing or relocating main or trunk line utility facilities located on the Project site, if such work is required in the Contract Documents or the Project Manager. Such compensation shall also cover the cost of Contractor's equipment necessarily idled during such work. This provision shall not be deemed to require compensation when the presence of existing service laterals or appurtenances can be inferred from the presence of visible facilities such as buildings, meter and junction boxes, on or adjacent to the construction site. If the Contractor discovers such unidentified utility facilities during construction, Contractor shall immediately notify the Project Manager and the utility in writing.
- 60.4 Space at Site: The Contractor shall be allowed reasonable space at the site of the work as available and access thereto and shall confine Contractor operations to the space assigned. The work shall be done without interference with the ordinary use of the fire station. The Contractor shall cooperate with other Contractors of the OCFA and shall not commit or permit any act which will interfere with the performance of work by any other Contractor or employees of the OCFA whether at the site or not.

## **61 Conditions Affecting The Work**

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional expense to the OCFA. The OCFA assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract Documents, unless such understanding or representations by the OCFA are expressly stated in the Contract Documents.

**62 OCFA's Property On Site**

All fixtures, facilities, equipment, vehicles, furniture, and all other personal property of the OCFA located at the job site which are removed in the course of construction of the Project remain the property of the OCFA unless express provision to the contrary is made in the Contract Documents, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the Project Manager.

**63 Protection**

- 63.1 The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work, all material and supplies, and temporary facilities against loss or damage from whatever cause, shall protect the property of OCFA and third parties from loss or damage from whatever cause, and shall comply with the requirements of OCFA and its insurers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards.
- 63.2 The Project Manager may, but shall not be required to, make periodic patrols of the Site as a part of its normal security and safety program. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and OCFA shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by the Contract.
- 63.3 Until final acceptance of the Work by OCFA, the Contractor shall have full and complete charge and care of and, except as otherwise provided in this Subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including OCFA-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work), materials, equipment, and supplies, from any cause whatsoever, subject to the limitations set forth below.
- 63.4 The Contractor shall rebuild, repair, restore, replace, and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including OCFA-supplied, equipment or other items to be utilized in connection with, or incorporated in, the Work), material, equipment, and supplies before final acceptance of the Work. Such rebuilding, repair, replacement, or restoration shall be at the Contractor's sole cost and expense.
- 63.5 Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.
- 63.6 The Contractor shall maintain continuously adequate protection of all work from damage and shall protect the OCFA's property from injury or loss arising in connection with the Contract Documents. Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or representatives of the OCFA. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall maintain reasonable security of the site at all times, if necessary. Contractor shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to the Project Manager. Contractor's and subcontractors' employees shall possess means of identification at all times as required by the Project Manager while on the job site.

- 63.7 In an emergency affecting the safety of life or of the work or of adjoining property the Contractor, without special instruction or authorization from the OCFA, is hereby permitted to act at Contractor's discretion to prevent such threatened loss or injury. Contractor shall so act if directed or instructed by the Project Manager. Any dispute as to compensation claimed by the Contractor on account of emergency work shall be determined by agreement as hereinafter set forth.
- 63.8 The Project Manager may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or Contractor's representative at the site of the work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from the Project Manager shall not relieve the Contractor of responsibility.
- 63.9 If the Contractor fails or refuses to comply promptly, the Project Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Section 63.
- 63.10 Surface or Subsurface water or other fluid shall not be permitted to accumulate in excavations or under the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved in writing by OCFA. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Site shall be submitted to Project Manager for its prior written approval. All such work shall be done at the sole expense of the Contractor, and in accordance with the Federal National Pollutant Discharge Elimination System (NPDES) and the NPDES General Construction Permit which includes the Contractor's Storm Water Pollution Prevention Plan (SWPPP) pursuant thereto.

## **64 Payments**

The OCFA shall make payments upon the contract price in accordance with the Contract Documents.

## **65 Assignment**

The Contract Documents, and any portion thereof, may not be assigned by the Contractor. Claims for monies due or to become due the Contractor from the OCFA under the Contract Documents may be assigned, with the written consent of the Board of Directors, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or Contractor's assignee, shall submit a written request to the Board of Directors enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to provisions of this paragraph shall be void.

## **66 Other Contracts**

The Board of Directors may undertake or award other contracts for additional work or other work, and the Contractor shall fully cooperate with such other contractors and OCFA employees and carefully fit Contractor's own work to such additional work as may be directed by the Project Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by OCFA employees.

**67 Warranty / Warranty Work**

- 67.1 One-Year Warranty: The Contractor agrees to maintain and guarantees for a period of twelve (12) months from the date of the issuance of the certificate of acceptance of the Project or the issuance of a temporary certificate of occupancy as requested by the Fire Chief in the Fire Chief's sole discretion, whichever event occurs first, (and for such additional or extended periods for portions of the Work as provided in the Project Manual), that the completed work is free from all defects due to faulty materials, equipment or workmanship and that Contractor shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to the Site, Project, Work, or any system installed therein resulting from such defects. .
- 67.2 Warranty Work / Normal Response Time: In the event of failure to comply with the above-mentioned conditions within one (1) week after being notified in writing, the OCFA is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefore immediately on demand.
- 67.3 Warranty Work / Emergency Response Time: If in the opinion of the OCFA, defective work creates a dangerous condition, affects the OCFA's essential operations / essential use of the facility, affects the safety or preservation of property or personnel, or requires immediate correction or attention to prevent further loss to the OCFA, the Contractor shall be required to take corrective action within 24 hours after personal or telephonic notice by the OCFA's Property Management Section. If the Contractor cannot be contacted or does not comply with the OCFA's request for correction within 24 hours (or a reasonable time as determined by the OCFA), the OCFA may, notwithstanding the provisions of this Section 67, proceed to make such correction, the cost of which shall be charged against the Contractor.
- 67.4 Failure to Take Corrective Action: Failure by the Contractor to take corrective action as specified above shall constitute a material breach of this agreement and will result in the OCFA taking whatever corrective action it deems necessary including termination of this agreement. All costs resulting from such action by the OCFA will be claimed against Contractor or, if necessary, the Contractor's Performance Bond. The Contractor's Performance Bond shall remain in full force and effect through the warranty period.
- 67.5 Alternative Remedy: In the event that the Contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, or to properly maintain and service the Project, the OCFA may do so and charge the Contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period or, at the option of the Contractor, a warranty bond in the amount of one hundred percent of the Contract price may be substituted for the performance bond. Such warranty bond must be in a form approved by OCFA General Counsel, be issued by a surety authorized by the State Insurance Commissioner to transact business in the State of California as a surety, and must have and maintain, throughout the warranty period, at least an "A-" policyholder's rating, or better, and a financial rating of "Class VII," or better, in accordance with the most current A.M. Best's Rating Guide.
- 67.6 All Inclusive Remedies: The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances of this Contract, Project Manual, or state law and in no way diminish any other rights that the OCFA may have against the Contractor for faulty materials, equipment, or work.



**68 Extra Work And Changes**

68.1 The Contract price as set forth in the Contract and the Contractor's Bid, includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by the Project Manager specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in this Section 1.16. OCFA shall extend the time fixed in the Contract Documents for completion of the Project by the number of days reasonably required for Contractor to perform the extra work only if Contractor is actually delayed in the performance of any item of the Project on the critical path by:

68.1.1 Any act or neglect of OCFA, Project Manager, Design Professional, or any employee, agent, or representative of OCFA; or

68.1.2 Combined action of workers, either those employed on the Project or in any industry essential to the conduct of the Work not caused by or resulting from default, negligence, or collusion on the part of Contractor or its Subcontractors of every tier; or

68.1.3 Unusually severe weather conditions not reasonably anticipatable for that portion of the Site is located, based upon U.S. Weather Bureau climatological reports for the months included plus a report indicating average precipitation, temperature, etc. for the last ten (10) years from the nearest reporting station; or

68.1.4 Excusable Transportation Delays; or

68.1.5 Excusable Labor Disputes; or

68.1.6 Acts of God; or

68.1.7 National Emergency, declared by the President of the United States.

In the event one or more of the specific situations described above occurs, the Scheduled Completion Date may be extended by Change Order for a period not to exceed the length of such delay, provided that Contractor presents a written request to Project Manager, with demonstrated justification, for such time extension within five (5) days of the commencement of such delay. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor as determined by Project Manager. The decision of the Project Manager shall be final.

68.2 The Project Manager may, at any time, by written order, and without notice to the sureties, make changes in the drawings or specifications of the Contract Documents if within the general scope thereof. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the OCFA which causes any change, provided Contractor gives the OCFA written notice stating the date, circumstances and source of the order and that Contractor regards the order as a change order.

68.3 If any change under this Section 1.16 causes an increase or decrease in Contractor's actual direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the Project Manager shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as required below. In the case of defective specifications for which the OCFA is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurred in attempting to comply with those defective specifications.

68.4 No extension of time shall be given unless the delay for which a request is made is included in those items for which an extension to the Scheduled Completion Date is appropriate pursuant to the provisions of this Section 1.16 and the Project Manager finds that such reason for the delay actually adversely affected the ability of the Contractor to complete the Project



by the Scheduled Completion Date or to complete a Milestone. Project Manager's decision will be conclusive on the parties to this Contract.

- 68.5 No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies the Project Manager that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages. The Project Manager's decision will be conclusive on all parties to this Contract.
- 68.6 No extension of the Scheduled Completion Date or the right on the part of Contractor to secure any such extension pursuant to this Section 1.16 shall prejudice any right OCFA may have under the Project Manual, or otherwise, to terminate this Contract.
- 68.7 The Contract Price includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by the Project Manager specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in in this Section 1.16.
- 68.8 Project Manager may extend the Scheduled Completion Date by the number of days reasonably required for Contractor to perform the extra work, but only to the extent such extra work actually adversely affects the Scheduled Completion Date, as determined by Project Manager. The decision of the Project Manager shall be final.
- 68.9 The OCFA or the Fire Chief may order modifications or authorize change orders for any reason. Such modifications shall be reviewed, evaluated, and processed in the manner specified in this Section 1.16.
- 68.10 Project Manager may at any time, without notice to any surety, by written order designated or indicated to be a Class 1 or Class 2 Change Order, make any change in the work within the general scope of the Contract, including, but not limited to, changes in:
- 68.10.1 The Project Manual (including drawings and designs);
  - 68.10.2 The time, method, or manner of performance of the work;
  - 68.10.3 The OCFA-furnished facilities, equipment, materials, services, or site; or
  - 68.10.4 Directing acceleration in the performance of the work.
- 68.11 Except as provided in this Section 68, no order, statement or conduct of the OCFA or its representatives, including, but not limited to the Fire Chief, Project Manager, or the Design Professional, shall be treated as a change under this Section 1.16 or entitle Contractor to an equitable adjustment.
- 68.12 If any change under this Section 68 causes an increase or decrease in Contractor's actual, direct cost or the time required to complete the Project or a Milestone under this Contract and Project Manual, whether or not changed by any order, the Project Manager shall make an equitable adjustment and the OCFA shall modify the Contract in writing. Except for Class 1 claims based on defective provisions of the Project Manual, no claim for any change under Section 1.16 shall be allowed for any costs incurred more than 15 days before the Contractor gives written notice as required in this Section 1.16. In the case of defective specifications for which the OCFA is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurred in attempting to comply with those defective specifications.

- 68.13 If Contractor intends to assert a claim for an equitable adjustment under this Section 1.16, it must, within fifteen (15) days after receipt of a written change order under this Section 1.16 or the furnishing of a written notice hereunder, submit a written statement to the Project Manager setting forth the general nature and monetary extent of such claim. Such claim shall contain the documentation and information as specified herein. The Project Manager may extend the 15-day period so long as the request for the extension is submitted within such 15-day period and only for good and justified cause. Project Manager's decision regarding any request for extension shall be final and binding on all parties.
- 68.14 Claim documentation shall conform to generally accepted accounting principals and all supporting documentation shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to, general conditions, general requirements, technical specifications, drawings, correspondence, conference notes, shop drawings logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary schedules or time impact analyses, photographs, technical reports, requests for information, field instructions, and all other related records necessary to support Contractor's claim.
- 68.15 Supporting documentation of damages for each claim shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports, material and equipment procurement records, construction equipment ownership cost records or rental records, Subcontractor or vendor files and cost records, service cost records, purchase orders, invoices, project as planned and as-built records, general ledger records, variance reports, accounting adjustment records, and any other accounting materials necessary to support Contractor's claim.
- 68.16 Each copy of the claim documentation shall be certified by a responsible office of the Contractor in accordance with the requirements of the Project Manual.
- 68.17 Should Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of Contractor, the Contractor shall be liable to OCFA as provided for under California Government Code Section 12650 et seq.
- 68.18 Disputed work shall be performed as ordered in writing by the Project Manager, so long as the cost of such work is within the OCFA of the Project Manager as described above, so as to minimize the impact on, and delays to, the Work.
- 68.19 Costs which shall not be allowed or paid in Change Orders or claim settlements under this Contract include, but are not limited to, interest cost of any type other than those mandated by statute; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or change order proposals concerning change orders which are not issued by the OCFA; lost revenues; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not yet at the Site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; the costs of corporate officers or staff visiting the Site or participating in meetings with the OCFA; any compensation due to the fluctuation of foreign currency conversions or exchange rates; loss of other business; or any other cost identified as unallowable cost under the provisions of the Federal Acquisition Regulations.
- 68.20 No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Agreement. Contractor hereby agrees to make any and all changes, furnish the materials and perform the work that OCFA or its Project Manager may require without

nullifying this Contract. Contractor shall adhere strictly to the Contract Documents unless a change therefrom is authorized in writing by the Project Manager, subject to the limitations contained herein. Under no condition shall Contractor make any changes to the Project, either in additions or deductions, without the written order of the OCFA or its Project Manager and the OCFA shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by the OCFA. Contractor shall submit immediately to the OCFA written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the OCFA or the Project Manager and the proper cost or credit breakdowns therefor shall be submitted without delay by Contractor to the Project Manager.

- 68.21 Project Manager is authorized by the Board of Directors to make, by written order, changes or additions to the work within the scope of the Contract Documents. This authority to approve changes is limited to 10% of the original contract amount. All changes over the amounts specified above shall be subject to the approval of the Board of Directors. Any change or addition of any kind pursuant to any provision of the Contract Documents which exceeds the limits described in this subsection and which have not been approved by the Board of Directors is void and can not be enforced against the OCFA.
- 68.22 Any claim of the Contractor for adjustment under this Section 1.16 or any other provision of the Project Manual must be asserted in writing within 15 days from the date of receipt by the Contractor of the notification of change unless the Board of Directors or Project Manager grants a further period of time before the date of final payment under the Contract Documents. Nothing provided in this Section 68 shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided in this Contract, no charge for any extra work or material will be allowed.
- 68.23 Labor wage rates shall not exceed the Prevailing Wage Rates supported by payroll records. Equipment rental rates should be based on latest edition of equipment rental rates published by the State of California Department of Transportation; Division of Construction.
- 68.24 Nothing in this Section shall excuse the Contractor from proceeding with the Contract Documents as changed.

## **69 No Verbal Modifications**

No verbal statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of the Contract or the Project Manual.

## **70 Material, Workmanship, And Acceptance**

- 70.1 Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract Documents to the same force and effect as if repeated therein.
- 70.2 All work under this Contract Documents shall be performed in a skillful and workmanlike manner. The Project Manager may, in writing, require the Contractor to remove from the work any employee the Project Manager deems incompetent, careless, or otherwise objectionable.
- 70.3 The Contractor shall, without charge, replace any material or correct any workmanship found by the Project Manager not to conform to the contract requirements, unless in the public interest the Project Manager consents to accept such material or workmanship with an

appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

- 70.4 If the Contractor does not promptly replace rejected material or correct rejected workmanship, the OCFA (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with these General Conditions.
- 70.5 Unless otherwise provided in the Contract Documents, acceptance by the OCFA shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all work required by the Contract Documents. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regard the OCFA's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

## **71 Termination For Default & Damages For Delay**

- 71.1 The Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) Not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) An opportunity for consultation with the terminating party prior to termination.
- 71.2 If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in the Contract Documents or any extension thereof, or fails to complete said work within such time, the Board of Directors may, by written notice to the Contractor, terminate Contractor's right to proceed with the work or such part of the work as to which there has been delay. In such event, the OCFA may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completion the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, Contractor and Contractor's sureties shall be liable for any damage to the OCFA resulting from Contractor's refusal or failure to complete the work within the specified time.
- 71.3 Fixed and agreed liquidated damages are provided in the Contract Documents, these General Conditions, paragraph 1.38 J. If the OCFA so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the OCFA in completing the work.
- 71.4 Fixed and agreed liquidated damages are provided in the Contract Documents, these General Condition, paragraph 1.38 J. If the OCFA does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.
- 71.5 The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if the Contractor is actually delayed in the performance of any item of the Project on the critical path by:
- 71.5.1 Any act or neglect of OCFA, Project Manager, Design Professional, or any employee, agent, or representative of OCFA; or

- 71.5.2 Combined action of workers, either those employed on the Project or in any industry essential to the conduct of the Work not caused by or resulting from default, negligence, or collusion on the part of Contractor or its Subcontractors of every tier; or
- 71.5.3 Unusually severe weather conditions not reasonably anticipatable for that portion of the County of Orange where the Project site is located, based upon U.S. Weather Bureau climatological reports for the months included plus a report indicating average precipitation, temperature, etc. for the last ten (10) years from the nearest reporting station; or
- 71.5.4 Excusable Transportation Delays; or
- 71.5.5 Excusable Labor Disputes; or
- 71.5.6 Acts of God; or
- 71.5.7 National Emergency, declared by the President of the United States.

The Scheduled Completion Date may be extended by Change Order for a period not to exceed the length of such delay, provided that Contractor presents a written request to Project Manager, with demonstrated justification, for such time extension within five (5) days of the commencement of such delay. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor. No extension of time shall be given unless the delay for which a request is made is included in those items for which an extension to the Scheduled Completion Date is appropriate as provided above and the Project Manager finds that such reason for the delay actually adversely affected the ability of the Contractor to complete the Project by the scheduled completion date. Project Manager's decision will be conclusive on the parties to this Contract. No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies the Project Manager that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages. The Project Manager's decision will be conclusive on all parties to this Contract. Project Manager may extend the time indicated for completion of the Project by the number of days reasonably required for Contractor to perform the extra work, but only to the extent such extra work actually adversely affects the Scheduled Completion Date, as determined by Project Manager. The decision of the Project Manager shall be final.

The rights and remedies of the OCFA provided in this Section 71 are in addition to any other rights and remedies provided by law or under the Contract Documents.

## **72 OCFA's Rights Regarding Work**

- 72.1 If the Work or any portion thereof is defective and/or does not conform to the Project Manual, or if Contractor fails to supply sufficient skilled workers and suitable material, services, or equipment, or if Contractor fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if Contractor fails to supervise or coordinate the Work, or if grounds exist pursuant to any other provision of the Project Manual, Project Manager may order Contractor to stop the Work, or any portion thereof, until cause for the order to stop has been eliminated. Project Manager's exercise of this right to stop the Work shall not give rise to any duty on the part of the Project Manager to exercise this right for the benefit of Contractor or any other party. This right to stop the Work pursuant to this Section is in addition to and not in limitation of OCFA's rights to terminate this Contract in accordance with the Project Manual.



- 72.2 Project Manager may at any time and without cause suspend the Work or any portion thereof by written notice to Contractor and a Change Order shall be issued extending the Scheduled Completion Date by the number of days of such suspension. For suspensions of the Work which are fourteen (14) days or less, Contractor shall recommence the Work at the direction of Project Manager with the Lump Sum Price remaining unchanged. Provided Contractor is not in default of the terms of the Project Manual, if there is a suspension of Work or suspensions which in the aggregate extend beyond fourteen (14) days, Contractor shall recommence the Work at the direction of Project Manager and Contractor and Project Manager shall, at Contractor's written request and through good faith negotiations, equitably adjust the Scheduled Completion Date and any Milestones, and shall equitably adjust the Lump Sum Price, in an amount to be approved by the Fire Chief or the OCFA, which approval shall not be unreasonably withheld, for each day of such suspension exceeding fourteen (14) days. Adjustments to the Scheduled Completion Date or completion of a Milestone shall only be provided to the extent the suspension of Work actually adversely affects the Scheduled Completion Date or completion of a Milestone, as determined by Project Manager. The decision of the Project Manager shall be final.
- 72.3 In the event the Project Manager determines that the progress of the Work is behind the progress set forth in the Contractor's Construction Schedule, Project Manager may require Contractor to take such actions as the Project Manager deems necessary to expedite the progress of the Work in conformance with the progress set forth in the Contractor's Construction Schedule. Such actions may include without limitation, increasing the number of workers performing the Work, utilizing overtime work, and requiring additional work shifts. Such action by Project Manager to place Contractor back on schedule shall not be the subject of a Change Order increasing the Lump Sum Price, nor shall Contractor receive any additional compensation for these activities.
- 72.4 Contractor shall cooperate with OCFA, Project Manager, Design Professional, and all other persons as OCFA may retain or employ for (by way of illustration only) installation of furniture, decoration, and training, and the like at the Project. Contractor acknowledges that it is critical to OCFA that separate Contractors are allowed to perform and coordinate the installation of furnishings, fixtures, and equipment not covered by this Contract but necessary for the Project. Contractor covenants to use its best efforts to prevent OCFA from suffering delay in completion of the Work as a result of Contractor's failure to cooperate and coordinate its work with Related Work as required by the Project Manual.
- 72.5 To the extent that OCFA timely provides to Contractor information relating to the work of its separate Contractors, the interrelationships between the work of separate Contractors and/or third parties such as OCFA's purchasing agent and any other special consultants shall be indicated on the Contractor's Construction Schedule to allow OCFA to provide for proper phasing.

### **73 Contract Price; Method of Payment; Retention Of Funds**

- 73.1 OCFA agrees to pay and the Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the Exhibit K: Schedule of Values.
- 73.2 Progress payments shall be made to the Contractor per month for each successive month as the work progresses. The Contractor shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety percent (90%) of the value of the work completed, less all previous payments, provided that the Contractor submits the request for payment prior to the end of the day required to meet the payment schedule. The OCFA



will retain ten percent (10%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

- 73.3 The Contractor shall request payment through the preparation and submission to OCFA of an Invoice in accordance with the Project Manual. It shall show in detail all monies properly payable to the Contractor, approved by the Project Manager, in accordance with the previously approved activities as identified on the Contractor's Construction Schedule, including those items of labor, materials, and equipment used or incorporated in the Work (and, if OCFA has agreed in advance in writing, suitably stored at the Site) through and including the Payment Application Date. The Application for Partial Payment shall have, as attachments waivers of mechanics' and materialmen's liens by the Contractor and its Subcontractors and Sub-subcontractors as of the date of submission of the Application for Partial Payment, which waivers shall conform in all material respects with the then current provisions of Section 3262 of the California Civil Code (or any successor thereto), certifications of payrolls (30 days in arrears), and such other evidence of performance of the Work, the costs thereof and payment therefor as OCFA may deem necessary or desirable.
- 73.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Partial Payment shall pass to OCFA, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (a) the delivery of any such materials or equipment to the Site; or (b) the tender of payment of the applicable Application for Partial Payment by OCFA to the Contractor; and that no Work, materials, or equipment covered by an Application for Partial Payment shall have been acquired, whether by the Contractor or by any Subcontractor or Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to OCFA as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Project Manual. In this regard, it is specifically noted that neither the OCFA, nor its Directors, officers, employees, or agents shall be held responsible in any manner for any loss that may happen to the Work or any part thereof during the course of construction; for any loss or damage to any of the materials, equipment, supplies, or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property, from any cause that might have been prevented by the Contractor, Contractor's workers, employees, Subcontractors, suppliers, or agents.
- 73.5 If the Contractor has submitted an Application for Partial Payment in the manner prescribed in the Project Manual, The Project Manager shall, with reasonable promptness, review, approve the same (or such portions thereof covering amounts it determines to be properly due), or shall state in writing its reasons for withholding its approval (whether of all or a part).
- 73.6 The Project Manager's approval of an Application for Partial Payment shall not constitute a representation by OCFA that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Partial Payment by OCFA be deemed a representation by OCFA: (a) that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means, methods, techniques, sequences, coordination or procedures, or the cleanliness of the Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Sum.
- 73.7 No approval of an Application for Partial Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by OCFA shall constitute an acceptance of any Work which is not in accordance with the Project Manual; and regardless of approval of an

Application for Partial Payment by OCFA, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Project Manual.

73.8 Subject to OCFA's rights to offset or withhold as set forth in these General Conditions, after OCFA has approved an Application for Partial Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Project Manual.

73.9 Pursuant to California Public Works Contract Code Section 22300, the Contractor will be entitled to post approved securities with the OCFA or an approved financial institution in order to have the OCFA release funds retained by the OCFA to ensure performance of the Contract. Contractor shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

#### **74 Right To Occupy - Beneficial Use**

74.1 OCFA reserves the right, prior to Substantial Completion of the entire Project, to use a portion or portions of the Work when Project Manager determines that such portion or portions may be safe for such use provided such use will not unreasonably interfere with the Contractor's orderly progress of the Work. Such use ("beneficial use") shall not be construed as an acceptance of any such Work, or a part of the Work, as substantially complete, nor shall it affect the dates and times when payments shall become due from the OCFA to Contractor, nor shall it prejudice OCFA's rights pursuant to the Contract or any bonds guaranteeing the same. Notwithstanding such occupancy or use, Contractor shall continue to provide insurance, security, maintenance, utilities, and protection to the Work, unless otherwise agreed by the parties in writing.

74.2 At the sole discretion of the Fire Chief, any time after beneficial use and prior to issuance of a certificate of occupancy by the Local Jurisdictions, the Fire Chief may request one or more of the local Jurisdictions to issue a temporary certificate of occupancy for a portion or portions of the Project. Upon the issuance of such temporary certificate of occupancy, the OCFA may occupy such portion or portions of the Project, and such portions shall be deemed to be substantially complete.

74.3 Beneficial Occupancy shall not constitute acceptance by OCFA or Project Manager of the completed Work or any portion thereof, shall not relieve the Contractor of its full responsibility for correcting defective Work and repairing the Work, shall not be deemed to be the equivalent of completion of the Work and shall not entitle the Contractor to any increase in the Contract Sum.

74.4 Anything in this Section 74 to the contrary notwithstanding, OCFA may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and, upon the Contractor's timely completion or correction of the items on the "punch-list" with respect thereto, accept that portion of the Work.

#### **75 Final Completion and Final Payment.**

75.1 When all permits for the Work have been approved, accepted, or otherwise signed off as complete by the inspectors of the Local Jurisdictions, Contractor shall certify to the Project Manager in writing within ten (10) days that the Work is complete in accordance with the Project Manual and is ready for occupancy. Project Manager, Design Professional, and Fire Chief will make an investigation and inspection of all phases of the Work. If all contractual obligations have not been met, Project Manager shall furnish Contractor a detailed list of all remaining work (the "Punchlist") and Contractor shall commence correction of all items on the Punchlist. A letter of acceptance shall be issued upon completion of all Work specified on the

Punchlist to the satisfaction of the Project Manager. In no case will the letter of acceptance relieve Contractor of any obligations of Contractor that may be outstanding. Within five (5) business days after issuance of a letter of acceptance, Project Manager and the Design Professional shall issue a certificate of final completion. Upon receipt of the certificate of final completion, Contractor shall submit its final application for payment ("Final Application for Payment") which shall set forth all amounts due and remaining unpaid to Contractor and upon approval thereof by the Project Manager and the Design Professional, OCFA shall pay to Contractor the amount due under such Final Application for Payment as provided herein.

75.2 Before OCFA makes the Final Payment to Contractor, all requirements of the Project Manual shall have been fulfilled, including the following:

- (1) Receipt by Project Manager of a complete list of Subcontractors and principal vendors, including addresses, telephone numbers, and names of individuals to contact who are familiar with the Project, including Contractor;
- (2) Receipt by Project Manager of all operation and maintenance manuals, approved by the Design Professional;
- (3) Receipt by OCFA of all releases and written guarantees from all Subcontractors and material suppliers for the Project in a form and content satisfactory to the Project Manager, which Contractor hereby agrees to obtain for, and deliver to, Project Manager prior to completion of the Project;
- (4) Receipt by Project Manager of all "As-Built" records, approved by Project Manager and the Design Professional as specified in the Project Manual;
- (5) Copies of any other warranties or guarantees received from manufacturers, suppliers, or Subcontractors of Contractor or any Subcontractor; and
- (6) Evidence satisfactory to the Project Manager showing that the Contractor has promptly and satisfactorily settled all claims, if any, for services performed and materials furnished in connection with the Work.
- (7) Receipt by Project Manager of all documentation necessary to demonstrate compliance with the Leadership and Environmental Design program requirements.

75.3 Final Payment shall not become due until Contractor submits to Project Manager: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which OCFA or OCFA's property might in any way be responsible, have been paid or otherwise satisfied; (2) the consent of the surety to Final Payment; and (3) if reasonably required by the Project Manager, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Project Manager. Project Manager may require affidavits or certificates of payment and/or releases from any Subcontractor, laborer, or material supplier.

75.4 If any Subcontractor or material supplier refuses to furnish a release or waiver required by Project Manager, Contractor may satisfy its obligation with respect to such Subcontractor or material supplier by furnishing a cash bond, assignment of a certificate of deposit, or other liquid security satisfactory to Project Manager to indemnify OCFA against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to OCFA all monies that the OCFA may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

75.5 The acceptance of Final Payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Application for Payment.

- 75.6 The making of Final Payment shall constitute a waiver of all claims by OCFA except those arising from (1) unsettled claims; (2) faulty or defective Work appearing after Final Completion of the Work; (3) failure of the Work to comply with the requirements of the Project Manual; (4) terms of any special warranties required by the Project Manual; (5) "Punchlist" items not yet completed by the Contractor; (6) discrepancies noted in subsequent audits performed by OCFA or its agents within one (1) year following Final Payment; or (7) any claims identified by Project Manager as unsettled prior to making of Final Payment.
- 75.7 Final Payment shall not relieve Contractor of its warranty and indemnification obligations pursuant to the Project Manual, which shall survive such payment.
- 75.8 Contractor shall keep and present within fifteen (15) days after request by OCFA or its agents, in a form reasonably approved by the Project Manager, a final itemized accounting of all expenditures made in connection with the Work together with appropriate suplf any Subcontractor or Sub-subcontractor refuses to furnish any release, satisfaction or waiver of lien required at any time by OCFA under Paragraphs 9.1., or files a claim of lien against OCFA's property, the Contractor shall, if requested by Project Manager and at the Contractor's expense, furnish and record a Mechanic's Lien Release Bond (separate and apart from any other bond provided by the Contractor hereunder) that is in full compliance with the requirements of the then current provisions of Section 3143 of the California Civil Code. If any Subcontractor or Sub- subcontractor serves a Stop Notice (bonded or otherwise) on OCFA, Contractor shall, if requested by OCFA and at Contractor's expense, furnish a Stop Notice Release Bond (separate and apart from any other bond provided by the Contractor hereunder) that is in full compliance with the then current provisions of Section 3171 of the California Civil Code. The Contractor authorizes OCFA, and shall cause its Subcontractors and Sub-subcontractors to authorize OCFA, to check directly with any suppliers of labor and material with respect to any item chargeable to OCFA's property, to confirm balances due and to obtain sworn statements and waivers of lien, all if OCFA so elects. If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall reimburse OCFA on account of all monies that the latter may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

## **76 Surety Bonds.**

Contractor shall, upon entering into performance of this Agreement, furnish a bond in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and an additional bond in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. The bonds required pursuant to this Section shall be issued by a surety authorized by the State Insurance Commissioner to transact business in the State of California as a surety and shall have and maintain throughout the life of the Project, at least an "A-" policyholder's rating, or better, and a financial rating of "Class VII," or better, in accordance with the most current A.M. Best's Rating Guide. This Contract shall not become effective until such bonds are supplied to and approved by the OCFA.

## **77 Risk And Indemnification**

- 77.1 Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense and with legal counsel approved by OCFA, which approval shall not be unreasonably withheld), protect and hold harmless OCFA and all of OCFA's officers, directors, employees, consultants, agents, successors and assigns (collectively the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other

professional, expert or consultants' fees and costs and OCFA's general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner related (directly or indirectly) to any work performed or services provided under this Agreement (including, without limitation, the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, Contractors, suppliers, consultants, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them) regardless of any active or passive negligence or strict liability of an Indemnified Party. Contractor understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from the active or passive negligence of Indemnified Parties. Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- 77.2 **Duty to Defend:** The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Contractor. Such defense obligation shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Contractor. Payment to Contractor by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. Contractor's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations or statute of repose. Contractor's liability for indemnification hereunder is in addition to any liability Contractor may have to OCFA for a breach by Contractor of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement.

## **78 Insurance.**

### **78.1 Compliance with Insurance Requirements.**

- 78.1.1 As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not commence any work or services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
- 78.1.2 The amount of insurance coverage available to pay claims under each policy required hereunder shall be the higher of (a) the minimum limits required below, or (b) the actual limits established in each policy. Thus, by way of example only, if the minimum policy limit is \$2 million per occurrence but insurance actually carried by the Contractor or subcontractor is \$4 million per occurrence, the coverage required to be available for claims



under that policy would be \$4 million. (Nothing herein requires the Contractor to purchase insurance at limits greater than the minimum limits established below.)

## **78.2 Types of Insurance Required.**

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**78.2.1 Commercial General Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (Insurance Services Office form CG 00 01) written on an occurrence basis with limits of at least five million dollars (\$5,000,000.00) per occurrence, five million dollars (\$5,000,000.00) in the general aggregate, and five million dollars (\$5,000,000.00) for completed operations aggregate. Defense costs shall be paid in addition to (and shall not reduce) the limits. The policy shall contain no endorsements or provisions limiting coverage for: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to the Agreement.

**78.2.2 Automobile Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance (Insurance Services Office form CA 001) written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

**78.2.3 Workers' Compensation Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor hereby waives, and agrees to obtain endorsements from its workers' compensation insurer waiving, all subrogation rights against the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, and to require each of its subcontractors, if any, to waive the same and to obtain endorsements waiving the same subrogation rights under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per incident for bodily injury, disease or other covered claim.

**78.2.4 Builders Risk (Course of Construction) Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a Builders Risk (Course of Construction) Insurance policy with limits of at least one million dollars (\$1,000,000.00). [Covered causes of loss shall include, or be endorsed to include, earthquake, flooding and other acts of God.] Contractor and each subcontractor agree to waive all rights of subrogation against the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers. The Builders Risk policy shall be endorsed to waive all rights of subrogation against the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers.

## **78.3 Acceptability of Insurers.**

Insurance required by this section 78 shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating



of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of 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 work or services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

#### **78.4 Insurance Endorsements.**

Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements issued by the insurance company on forms approved by the OCFA to add the following provisions to the insurance policies:

- 78.4.1 Additional Insured: The OCFA and its officials, officers, employees, agents, representatives, attorneys and volunteers shall be additional insureds with regard to liability and defense of suits and claims arising out of the performance of the Agreement; and
- 78.4.2 Additional Insured Endorsements: Additional insured endorsements shall not: (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds; and
- 78.4.3 Primary and Non-Contributing Insurance: All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, shall not contribute with this primary insurance. Policies shall contain, or be endorsed to contain, such provisions.
- 78.4.4 Waiver of Subrogation: All policies of Commercial General Liability, Automobile Liability Insurance and Worker's Compensation shall contain or be endorsed to waive all rights of subrogation against the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, and Contractor hereby agrees to obtain similar written express waivers and insurance clauses from each of its subcontractors prior to commencement of work by the subcontractor.
- 78.4.5 Notice: Each policy of insurance required by this section 78 shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days prior written notice. (Note: an endorsement that fails to state that the insurance company will provide the notice required by this subsection (e.g., "will endeavor to" or similar non-

committal phrases) does not comply with the requirements of this subsection. Similarly, Contractor's offer to provide the required notice in lieu of the insurance company doing so will not comply with this subsection. It is the Contractor's obligation to ensure that its insurance company(ies) will provide all policy endorsements required under this Contract.)

78.4.2 For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for completed operations to effectuate this requirement.

#### **78.5. Deductibles and Self-Insured Retentions.**

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Contractor shall be solely responsible for the payment, and if required by the insurer the advancement, of any and all deductible amounts and self-insured retentions.

#### **78.6. Evidence of Coverage.**

Within seven (7) calendar days after the date of the Notice of Apparent Low Bidder, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. (ACORD form Certificates of insurance will not be accepted in lieu of approved endorsements.) At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or is being provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

#### **78.7 Requirements Not Limiting.**

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

#### **78.8 Enforcement of Agreement (Non-Estoppel).**

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**78.9 Insurance for Subcontractors.**

Contractor shall either: (1) include all subcontractors engaged in any work or services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subcontractors to procure and maintain the same types and amounts of insurance in compliance with the terms of the insurance requirements set forth in this section (except Builders Risk (Course of Construction) Insurance), including but not limited to adding the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance and Automobile Liability Insurance provided by Contractor's subcontractors performing any work or services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents, representatives, attorneys and volunteers, as additional insureds. Contractor shall not allow any subcontractor to commence any work or services relating to this Agreement unless and until the Contractor has received confirmation that the subcontractor has secured all required insurance. Upon request of OCFA, Contractor shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors. (Note: Contractor's duty to obtain all required insurance for subcontractors required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

**78.10. Insurance for Large Equipment Suppliers**

Suppliers of large equipment that will be installed as part of the Project must have and maintain General Liability Insurance and Automobile Insurance with all endorsements required hereinabove unless the Contractor or Subcontractor that will install the large equipment maintains General Liability Insurance and Automobile Liability Insurance that is endorsed to name the large equipment supplier as an additional named insured and such endorsement is provided to OCFA prior to delivery of the large equipment.

**78.11 Other Insurance Requirements.**

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

- 78.11.1 Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverage types or amounts required herein are reduced by the insurer or depleted by other claims, or (3) the deductible or self-insured retention is increased.
- 78.11.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.
- 78.11.3 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.
- 78.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is

Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

78.11.5 Contractor agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, have, or are provided by Contractor's insurer, the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the OCFA for review. Claims for which coverage is required but not provided due to Contractor's failure to comply with this section (e.g., allowing subcontractors to proceed with disallowed limitations on their insurance coverage, or failing to require subcontractors to provide required insurance coverage or endorsements) will result in retention of payments in amounts necessary to cover the anticipated costs associated with defending and paying the claims.

78.11.6 Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the work or services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

#### **79. Contractor's Liability; OCFA Not Liable; Claims Resolution**

79.1 Contractor's liability. The Contractor shall be responsible for any loss or damage that may occur to:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property resulting from any cause which might have been prevented by the Contractor, including defects or obstructions at any time before completion of the work and its final acceptance.

79.2. OCFA ordered precautions. If, in the opinion of the Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

79.3 OCFA not liable. The OCFA shall not be answerable or accountable in any manner, for any loss or damage that may occur to any of the following from any cause which might have been prevented by the Contractor:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property.

#### 79.4 Claims Resolution.

79.4.1. From time to time during the period of this contract, the OCFA and/or the Contractor may be served with third-party claims, as a result of alleged conduct by Contractor. The following procedures shall be followed by OCFA and Contractor:

For claims received by Contractor:

(1) Contractor shall provide OCFA on a monthly basis details regarding any claim for damages to persons or property, including, date claim made, date of alleged damages, type of damages, alleged cause of damages and, as claims are resolved, details regarding Contractor's denial or payment of such claim and the reasons for denial or payment.

(2) Contractor shall resolve or deny any claim received within thirty (30) days of receipt. If Contractor is unable to resolve a claim within the thirty (30) days set forth above, it shall, prior to the expiration of the thirty (30) days request and extension in writing from the OCFA.

For claims received by OCFA:

(1) OCFA shall process any claims received pursuant to the California Government Claims Act.

(2) If after investigation of the claim, the OCFA determines the Contractor is liable under this Contract, OCFA shall tender the claim to the Contractor for proper handling and resolution.

79.5. Retention of Claimed Damages by OCFA. The OCFA may retain so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the OCFA until disposition has been made of such suits or claims for damages aforesaid.

#### 80 Termination

80.1 The performance of work under the Contract Documents may be terminated in whole, or from time to time in part, whenever the Board of Directors shall determine that such termination is in the best interest of the OCFA, provided that the Contractor is given (1) Not less than ten (10) calendar days' written notice (delivered by email, followed by overnight delivery with proof of delivery) of intent to terminate; (2) the extent to which performance of work under the Contract Documents is terminated; (3) the date upon which such termination becomes effective; and (4) An opportunity for consultation with the terminating party prior to the effective date of the termination.

80.2 This Contract may be terminated, or the right of the Contractor to complete the Project may be terminated, without liability or damage, when in the OCFA's opinion, the Contractor is not complying with the Contract requirements in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the OCFA's consent. In the event of such termination, the Contractor will be paid the actual amount due based upon the quantity of work completed at the time of termination, less damages caused to the OCFA by acts of the Contractor causing the termination. The Contractor, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of termination of the Contract or the right of the Contractor to complete the Project for any cause stated in this Section 80.

- 80.3 If termination is effected by the OCFA, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the OCFA because of the Contractor's default. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred in accordance with Section 8 of the California, Department of Transportation Standard Specifications.
- 80.4 After receipt of a Notice of Termination, and except as otherwise directed by the Board of Directors, the Contractor shall:
- (1) Stop work under the Contract Documents on the date and to the extent specified in the Notice of Termination; and
  - (2) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract Documents as is not terminated; and
  - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; and
  - (4) Assign to the OCFA, all of the right, title and interests of the Contractor under the orders and subcontracts so terminated, in which case the OCFA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; and
  - (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, subject to the approval of the Board of Directors; and
  - (6) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
  - (7) Deliver or otherwise make available to the OCFA all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process; and
  - (8) Take such action as may be necessary, or as the Project Manager may direct, for the protection and preservation of the property related to the Contract Documents which is in the possession of the Contractor and in which the OCFA has, or may acquire, interest.
- 80.5 After receipt of a Notice of Termination, the Contractor shall submit to the Project Manager a verified termination claim. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Board of Directors upon request of the Contractor made in writing within such one-year period or authorized extension thereof.
- 80.6 If any dispute concerning a question of fact arising under the terms of this Contract is not disposed of within a reasonable period of time by Contractor and Project Manager, such matter shall be brought to the attention of the OCFA via written notice of unresolved dispute(s). If agreement cannot be reached after a good faith effort to resolve the dispute, either party may assert its other rights and remedies within this Contract or within a court of competent jurisdiction. The Parties agree that, in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract. The Contractor and the OCFA Board of Directors may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Section 80, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not



terminated. The Contract Documents shall be amended accordingly, and the Contractor shall be paid the agreed amount.

### **81 Patent Infringement**

- 81.1 The Contractor shall report to the Project Manager, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of the Contract Documents of which the Contractor has knowledge.
- 81.2 In the event of any suit against the OCFA, or any claim against the OCFA made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of the obligations under the Contract Documents, or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall, at Contractor's own expense, furnish to the OCFA, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify and hold harmless the OCFA against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against OCFA, its employees, or the Board of Directors.

### **82 No Waiver By OCFA**

The failure of the OCFA in any one or more instances to insist upon strict performance of any of the terms of the Contract Documents or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

### **83 Disputes**

- 83.1 In the event of a dispute between the parties as to performance of the work, the interpretation of the Contract Documents, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the work diligently to completion as directed by Project Manager. If the dispute is not resolved, the Contractor agrees Contractor will neither rescind the Contract Documents nor stop the progress of the work.
- 83.2 With respect to any "claim" as that term is defined in Public Contract Code section 9204, Contractor shall submit such claim in accordance with Section 91 hereinbelow.

### **84 Attorneys' Fees**

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall be responsible for their respective costs, including attorneys' fees. The prevailing party shall not be entitled to recover its attorneys' fees or related costs. Nevertheless, if any action is brought against the Contractor or any Subcontractor to enforce a Stop Notice or Notice to Withhold, which names the OCFA as a party to said action, the OCFA shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the OCFA. The OCFA shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

### **85 Contractor's Employees' Compensation**

- 85.1 General Prevailing Rate: OCFA has been advised by the State of California Director of Industrial Relations of the Director's of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the Office of the Engineer of OCFA. The Contractor agrees that not

less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.

- 85.2 Forfeiture For Violation: Contractor shall, as a penalty to the OCFA, forfeit Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- 85.3 Apprentices: Sections 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the contractor shall comply therewith if the prime contract involves Thirty Thousand Dollars [\$30,000.00] or more or twenty (20) working days, or more; or if contracts of specialty contractors not bidding for work through the general or prime contractor are Two Thousand Dollars [\$2,000.00] or more or Five (5) working days or more. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.
- 85.4 Workday: In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Section 11.4.2 above. Contractor shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the OCFA as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Project.
- 85.5 Record of Wages; Inspection: The Contractor and each subcontractor performing any portion of the work under the Contract Documents shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with the work. Said payroll records shall be certified and shall be available for inspection at the principal office of the Contractor on the basis set forth in Labor Code Section 1776. The Contractor shall file a certified copy of said payroll records with the OCFA within ten days after receipt of a written request therefor from Project Manager or otherwise from the OCFA. The Contractor shall inform the OCFA of the location of said payroll records, including the street address, City and State, and shall, within five working days, provide a notice of change of location and address of said payroll records. It shall be the responsibility of the Contractor to ensure the compliance with the provisions of this Section 85 and the provisions of Labor Code Section 1776. In the event of noncompliance with the requirements of this Section or the requirements of Labor Code Section 1776, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply. Should noncompliance exist after said ten-day period, the Contractor shall, as a penalty to the OCFA, forfeit Twenty-five Dollars (\$25) for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains until strict compliance is effectuated. The Contractor acknowledges that, without limitation as to other remedies of enforcement available to the OCFA, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due the Contractor.

- 85.6 Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

## **86 SAFETY & HEALTH**

- 86.1 The General Contractor (the Contractor) shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of OCFA who may be involved. These precautions shall include, but in no event be limited to the:
- (1) Provisions of Local, State and Federal Regulations.
  - (2) Posting of danger signs and personal notification to all affected persons of the existence of a hazard, of whatever nature.
  - (3) Furnishing and maintaining of necessary traffic control barricades and flagman services.
  - (4) Use or storage of required explosives or other hazardous materials only under the supervision of qualified personnel.
  - (5) Maintenance of adequate quantities of operable fire protection equipment at the Work Site, as required by Local and /or State regulations.
- 86.2 The Contractor shall set forth in writing its site specific safety precautions and programs in connection with the Work, including an Anti-Substance Abuse Program which meets or exceeds any and all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the:
- (1) California Occupational Safety and Health Act of 1973, as amended, and rules and regulations now or hereafter in effect pursuant to said Act.
  - (2) California Code of Regulations, Title 8, as amended.
  - (3) The Labor Code of the State of California, as amended.
  - (4) Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
  - (5) Code of Federal Regulations, Title 29, as amended.
  - (6) The Drug-Free Workplace Act of 1988.
  - (7) In the event of conflicting requirements, the more stringent shall govern and if requested by OCFA, submit the same to OCFA for review. OCFA may, but shall not be obligated to, make suggestions and recommendations to the Contractor. OCFA shall review and approve the Contractor's Site Specific Program.
- 86.3 All work, whether performed by the Contractor or its Subcontractors, of all tiers or anyone directly or indirectly employed by any of them, and all equipment, machinery, materials, tools and like items incorporated or used in the Work, shall be compliance with and conform to:
- (1) All applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act, and California Code of Regulations, Title 8, as amended; and,

- (2) All codes, rules, regulations and requirements of OCFA and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- 86.4 The Contractor shall designate a responsible and qualified member of its organization at the Work Site who has the authority to enforce the Contractor's Safety and Anti-Substance Abuse Programs, to assure compliance with Paragraph 10.1 and to prevent accidents.
- 86.5 The Contractor shall have a safety representative. The Contractor's safety representative will have:
- (1) The authority to stop work when safety problems are identified.
  - (2) The authority to implement corrective actions.
  - (3) Extensive training in safety and loss control practices regarding the Contractor's type of work.
  - (4) Certification in the OSHA Construction Outreach 10/30 Hour Program.
  - (5) Certification in first aid and CPR.
- 86.6 The Contractor shall require its Subcontractors of all tiers to designate a competent and responsible safety representative to assist the Contractor's representative in the performance of his or her duties.
- 86.7 Should the Contractor fail to provide a safe work environment in accordance with the provisions in 10.1.1, OCFA or Project Manager shall have the right, but not the obligation, to suspend Work in the unsafe area, as specified in 10.6. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be paid by the Contractor.
- 86.8 After a Contractor has been awarded the construction contract for the Project, it will be required to attend a pre-construction safety meeting. The purpose of the meeting is to review the Project's Safety Program and requirements. At this time, specific safety concerns related to the Contractor's work will be discussed.
- 86.9 If deemed necessary by the Project Manager or Project Safety Coordinator, or other OCFA representative, a written Job Safety Analysis (JSA) will be required of the Contractor. The JSA will be required for frequency and severity exposures such as steel erection, deep excavations, spray painting, crane handling of large/expensive equipment, etc. This is to ensure that appropriate controls are established prior to work beginning.
- 86.10 Workplace violence (Type III), verbal intimidation or threats to the Project Manager, OCFA or designee will result in immediate removal from the Project. Contractor shall develop and implement a workplace violence policy and procedure.
- 86.11 The Contractor shall provide, or cause to be provided, each worker on the Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Site who fails or refuses to use the same. OCFA and/or Project Manager shall have the right, but not the obligation, to order the Contractor to send a worker off the Site for the day or to require the contractor to not allow the worker any further work on OCFA's site for his or her failure to comply with safety practices, with which order the Contractor shall promptly comply.
- 86.12 **Safety Indemnification.** The Contractor shall defend, indemnify, and hold the Project Manager, OCFA, and their respective officers, directors, agents, employees, and assigns harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Contractor, or its

Subcontractors, of all tiers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with provisions of the Project Manual, including but not limited to all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, all Cal/OSHA laws and regulations and the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to thereto. The Contractor shall not be relieved of its responsibilities under this Subsection should OCFA act or fail to act pursuant to its rights hereunder, nor shall OCFA thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed on the Contractor by this Contract, by virtue of providing OCFA's Safety Policies & Procedures, or any other manner whatsoever.

86.12.1 The Contractor shall not raise a defense as to its obligation to indemnify under Subsection 86.12 above any contributing negligence of any of those indemnified hereunder, its being understood and agreed that no such contributing negligence shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified hereunder.

86.12.2 In any and all claims against those indemnified hereunder by any employee of the Contractor or its Subcontractors of all tiers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 86.12 shall not be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or its Subcontractors of any tiers under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

86.13 In connection with the performance of this contract, OCFA shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any or all employees. Contractor agrees that OCFA, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite. Contractor acknowledges that provisions of Section 6400 of the California Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event OCFA identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, OCFA is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this Section. OCFA may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by OCFA to Contractor in accordance with the provisions of this Section, shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against OCFA.

## **87 Non-Discrimination**

87.1 Contractor covenants that, by and for itself, successors, and assigns, including its Subcontractors and suppliers, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry in the performance of this Contract. Contractor shall take steps to ensure that applicants for any job and that employees are treated without regard to their race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry in full compliance with applicable federal, state, and local laws and regulations.



- 87.2 Contractor shall not engage in, nor permit its agents, including its Subcontractors and suppliers, to engage in discrimination in employment of persons or provision of services or supplies, on the grounds of race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry.
- 87.3 Contractor, and Contractor's Subcontractors and suppliers, shall employ fair employment practices with regard to all employees and all applicants for employment and shall act in accordance with all applicable federal, state, and local laws and regulations relating to such fair employment practices. In furtherance of such obligation, Contractor agrees that Contractor, Subcontractors, and suppliers shall not discriminate in employment and/or provision of services under this Contract and all employment practices shall be without regard to a person's race, color, creed, religion, gender, national origin, age, ancestry, physical handicap, medical condition, marital status, all in accordance with applicable federal, state, and local laws or regulations. Fair employment practices shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other form of compensation and selection for training including apprenticeship.
- 87.4 In the performance of the terms of the Contract Documents, Contractor agrees that Contractor will not engage in nor permit such subcontractors as Contractor may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified handicapped individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay and other forms of compensation, selection for training, including apprenticeship, and any other action or inaction pertaining to employment matters.

## 88 Assignment of Antitrust Actions

In accordance with Public Contract Code Section 7103.5, by entering into the Contract Documents or into a subcontract to supply goods, services, or materials pursuant to the Contract Documents, the Contractor, or subcontractor, offers and agrees to assign to the OCFA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract Documents or the subcontract. This assignment shall be made and become effective at the time the OCFA tenders final payment to the Contractor, without further acknowledgment by the parties. The contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Section 88 and the provision of Public Contract Code Section 7103.5.

## 89 Time of Commencement; Time Is of the Essence

- 89.1 **Commencement:** Contractor agrees to commence the Project within ten (10) calendar days from the date the OCFA's Board approves this Contract, and Contractor shall diligently prosecute the work to Substantial Completion of the Milestones as identified in the Contractor's Construction Schedule and Substantial Completion of the Project no later than the Scheduled Completion Date, excluding modifications for delays caused or authorized by the OCFA as set forth in Section 71.5.
- 89.2 **Construction Schedule:** Within 30 days of the Award of the Contract, Contractor shall furnish to the Project Manager one reproducible, three prints, and an electronic or digital copy in a format approved by the Project Manager of the Contractor's Construction Schedule. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth



the dates that each item will be delivered. The schedule shall establish the order of work which minimizes disruption of existing travel lanes. Upon submission by Contractor, and approval by the Project Manager, the Contractor's Construction Schedule shall be attached to Project Manual as an Exhibit and shall be deemed the baseline schedule. The Contractor's Construction Schedule shall identify and specify scheduling for the Work based on the critical path method (or other scheduling method acceptable to the Project Manager) and updating thereof, and shall provide other schedules that would further the efficient completion of the Project, including the Work and the Related Work in the most expeditious and economical manner. The Contractor's Construction Schedule shall depict in detail the sequence and timing of all activities of the Work and Related Work, including, without limitation, commencement and Completion Dates of Milestones and for all other significant portions of the Work and Related Work. The Contractor's Construction Schedule shall be updated at least monthly, except that the Scheduled Completion Date shall not be changed or modified unless otherwise approved by the Project Manager pursuant to the terms of this Contract.

**89.3 Progress Reports:** Concurrently with its submission of Applications for Payment, Contractor shall provide the Project Manager with a report (1) detailing the actual progress of the Work and Related Work as of the date of such report; (2) stating any discrepancies between the actual progress of the Work and Related Work; (3) identifying the progress anticipated by the Contractor's Construction Schedule as of the date of such reports; and (4) stating a recovery schedule to place the Work and Related Work back on schedule, at no cost to the OCFA. The Contractor's Construction Schedule shall include Milestones for each aspect of the Work and the timing for completion of Related Work that could affect completion of the Work by the date listed in the Contractor's Construction Schedule.

**89.4 Acceleration.**

89.4.1 The OCFA reserves the right to accelerate the work of the Contract at any time during its performance. In the event the OCFA directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from the normal Project cost records and shall provide a written record of acceleration costs to the OCFA on a daily basis.

89.4.2 In the event the Contractor believes that some action or inaction on the part of the OCFA constitutes an acceleration directive, the Contractor shall immediately notify the OCFA in writing that the Contractor considers the actions or inactions an acceleration directive. The Contractor shall not accelerate their work efforts until the OCFA responds to the written notification. If acceleration is then directed or required by the OCFA, all cost records referred to in the previous paragraph shall be maintained by the Contractor and provided to the OCFA on a daily basis.

89.4.3 In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

**89.5 TIME IS THE ESSENCE OF THIS CONTRACT:** NOTWITHSTANDING OCFA'S APPROVAL OF ANY UPDATED CONTRACTOR'S CONSTRUCTION SCHEDULE, THE SCHEDULED COMPLETION DATE SHALL BE STRICTLY ADHERED TO DURING THE TERM OF THIS

CONTRACT. THE SCHEDULED COMPLETION DATE MAY ONLY BE CHANGED AS PROVIDED IN THE CONSTRUCTION CONTRACT.

- 89.6 **Ongoing Responsibility of Contractor:** As required by the Project Manual, Contractor shall prepare and obtain approval of all shop drawings, submittals, details, and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with the Project Manual and Contractor's Construction Schedule. Contractor shall coordinate the Work with the Related Work through the Project Manager, in a manner that will facilitate the efficient completion of the Project in accordance with the Project Manual.
- 89.7 **Control of the Site and Order of Work:** Contractor shall have control of the Site and shall have the right to decide the time or order in which the various portions of the work shall be constructed or installed consistent with the Contractor's Construction Schedule and shall establish the priority of the work of Subcontractors of the Work and the Related Work, and, in general, all matters representing the timely and orderly completion of the Project.
- 89.8 **Cooperation:** Notwithstanding the Scheduled Completion Date, Contractor will cooperate with the OCFA and the OCFA's separate Contractors, consultants, and employees and Contractor agrees to provide for and coordinate access to the Project prior to the Scheduled Completion Date.
- 89.9 **Contractor's Risk Of Non-Performance:** IT IS SPECIFICALLY AGREED THAT CONTRACTOR ASSUMES THE RISK OF NONPERFORMANCE, LATE PERFORMANCE, AND NONCOMPLIANCE WITH THE REQUIREMENTS OF THE PROJECT MANUAL BY CONTRACTOR, CONTRACTOR'S SUBCONTRACTORS, SUPPLIERS, AND AGENTS. CONTRACTOR SHALL NOT BE ENTITLED TO AN EXTENSION OF ANY COMPLETION DATE OF THE SCHEDULED COMPLETION DATE FOR THE ABOVE STATED REASONS OR ANY OTHER REASONS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PROJECT MANUAL.
- 89.10 **Notification of Inability to Comply:** If the Contractor, at any time, ascertains that for any reason it is unable to complete the phases of the Work by the Milestones, or complete the Project by the Scheduled Completion Date, Contractor shall promptly and without delay notify the Project Manager in writing of this fact.
- 89.11 **Liquidated Damages:** The Parties acknowledge and agree that if Contractor fails to achieve Substantial Completion of the Project by the Scheduled Completion Date or fails to achieve Substantial Completion of a Milestone, as such dates may be extended in accordance with the Project Manual, OCFA will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Therefore the Parties having reasonably endeavored, but failed, to ascertain an amount bearing a reasonable relationship to the actual damage that OCFA will incur if Contractor fails to achieve Substantial Completion of the Project by the Scheduled Completion Date or fails to achieve completion of a Milestone as such dates may be extended in accordance with the Project Manual, agree that in addition to all other damages to which OCFA may be entitled, Contractor agrees to pay to OCFA as liquidated damages, and not as a penalty but as a reasonable estimate of the amount of damages OCFA will suffer, the amount of Five Hundred Dollars (\$500.00) per day for each calendar day occurring after the completion date of a Milestone during which Contractor fails to achieve Substantial Completion for each such Milestone. In addition, the OCFA shall have the right to charge to the Contractor and to deduct from payments for the Work the actual cost to the OCFA of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted

from any money due the Contractor under this contract. The Contractor and its sureties shall be liable for any excess cost.

- 89.12 **Additional Remedies:** The Parties also acknowledge and agree that OCFA is entitled to any and all legal and equitable remedies OCFA may have that exceed the amount of Liquidated Damages.

## 90 Audit And Access To Records

- 90.1 Contractor shall maintain all books, records, documents, and other evidence directly pertinent to the performance of the work under this Contract in accordance with generally accepted accounting principles and practices consistently applied. Contractor shall also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's original bid required for this Contract, or any Change Order, claim, or other request for any adjustment, and a copy of the cost summary or information submitted to the OCFA. The Project Manager or the Fire Chief shall have access upon twenty-four hours advanced written notice, at all times during normal business hours, to all such books, records, documents, financial information, and all other evidence for the purpose of inspection, audit, and copying. The Contractor shall, at no cost to the OCFA, provide proper facilities for such access, inspection, and copying purposes.
- 90.2 The Parties agree that the provisions of this Section 90 are applicable to Project Manual and all Change Orders, claims, and any other request for adjustment affecting the time or price of this Contract. The Contractor agrees to include the provisions of this Section in all Subcontracts and purchase orders, at any tier, and make this Section 90 applicable to all Change Orders, claims, and other requests for adjustment related to Project performance by Contractor's Subcontractors and suppliers.
- 90.3 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines.
- 90.4 The Contractor agrees to the disclosure of all information and reports resulting from access to records under the provisions of this Section to the OCFA, the Fire Chief, the Project Manager, and any affected or interested state or local agency.
- 90.5 Records under the provisions of this Section shall be maintained and made available during the performance of the Work under this Contract until three years past final payment and until final settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract to any Change Order, dispute, litigation, settlement of any claim arising out of such performance, or to the cost of items to which an audit exception has been taken, shall be maintained and made available until final payment or final resolution of such dispute, litigation, claim, or exception, whichever occurs later.
- 90.6 These rights to access provisions as provided in this Section apply to all financial records pertaining to this Contract and all Change Orders and claims. In addition, this right to access applies to all records pertaining to all contracts, Change Orders, and any amendments to this Contract: (1) To the extent the records pertain directly to Contract performance; (2) If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or (3) If the Contract is terminated for default or convenience.
- 90.7 Access to records is not limited to the required retention periods. The Fire Chief shall have access to records at any reasonable time for as long as the records are maintained.

## 91 Resolution Of Construction Claims

- 91.1 California Public Contract Code (PCC) section 9204 as adopted by Assembly Bill 626 prescribes a process to present, confer, and mediate construction claims relating to the OCFA's public works project. Notwithstanding any provisions to the contrary in the Project Manual, this section shall govern all disputes to which section 9204 applies.
- 91.2 For purposes of this Section 91, "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested for (A) a time extension, including, without limitation for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or the amount the payment of which is disputed by the local agency. (PCC 9204(c)(1))
- 91.3 For purposes of this Section 91, "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or another public improvement of any kind.
- 91.4 For any Claim subject to this Section 91, California Public Contract Code section 9204 requires the following:
- 91.4.1 The claim shall be submitted by the Contractor in writing, sent by registered mail or certified mail with return receipt requested and must include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims. However, upon receipt of a claim, the OCFA, and the Contractor may, by mutual agreement, extend the time period provided by statute.
- 91.4.2 For claims of all amounts, the OCFA shall respond within 45 days of receipt of the claim, and provide the claimant a written statement identifying which portion of the claim is disputed and which portion of the claim is undisputed. If the OCFA requires approval from the Board of Directors, and the Board of Directors does not meet within the 45-day period to respond, the OCFA shall have up to three days to issue its response following the Board of Directors meeting.
- 91.4.3 For all portions of a claim determined to be undisputed, the OCFA must process payment to the claimant within 60 days of issuing the OCFA's written determination.
- 91.4.4 If the claimant disputes the OCFA's response, or if the OCFA fails to respond within the time limits provided, the claimant may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand must be sent in writing by registered or certified mail, return receipt requested. Upon receipt of a demand, the OCFA must schedule a meet and confer conference within 30 calendar days for settlement of the disputed claim.
- 91.4.5 Within ten (10) business days following the conclusion of the meet and confer conference, if any portion of the claim remains in dispute, the OCFA shall provide the claimant an addition written statement identifying the portion of the claim that is undisputed and the portion that remains in dispute.

- 91.4.6 For all portions of a claim determined to be undisputed, the OCFA must process payment to the claimant within 60 calendar days of issuing the OCFA's written determination.
- 91.4.7 Any remaining undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation in which the parties share the cost evenly. The OCFA and the claimant shall mutually agree on a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree, each party shall select a mediator and those mediators shall jointly select a qualified, neutral third party to mediate the remaining undisputed claim. Each party shall bear the respective costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside of PCC section 9204.
- 91.4.8 Unless otherwise agreed to by the OCFA and the Contractor in writing, the mediation conducted pursuant to this Section 91 shall excuse any further obligation under PCC Section 20104.4 to mediate after litigation has been commenced.
- 91.4.9 Public Contract Code Section 9204 does not preclude the OCFA from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.
- 91.4.10 Should the OCFA fail to respond to a claim, or fail to issue written statements as required, the Contractor's claim is deemed denied. A claim denied by reason of the OCFA's failure to respond shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- 91.4.11 Amounts not paid in a timely manner as required by PCC 9204 shall bear interest at seven percent per annum.

## **92 Notice Of Third-Party Claims**

When required by PCC Section 9201, the OCFA will provide timely notification to Contractor of the receipt of any third-party claim relating to the Agreement. The Contractor agrees to reimburse the OCFA for its reasonable costs incurred in providing such notice.

## **93 Cleanup**

- 93.1 The Contractor shall at all times keep the Site clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by his performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials from the Site and the Project.
- 93.2 Project Manager may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as Project Manager may make known to the Contractor. In event the Contractor fails to keep the Site clean and free from such waste or rubbish, or to comply with such standards, means and methods, OCFA may take such action and offset any and all costs or expenses of whatever nature paid or incurred by OCFA in undertaking such action against any sums then or thereafter due to the Contractor.
- 93.3 The Contractor shall notify OCFA in advance of the generation, importation, storage, transportation or disposal, of any hazardous waste, toxic materials or contaminants of any type in connection with the Project. Contractor shall provide Project Manager with Material



Safety Data Sheets (MSDS's) and the Uniform Hazardous Waste documents. The Contractor will develop and implement a written and effective Spill Control and Containment Plan.

#### **94 Trenches and Excavations**

- 94.1 The Contractor shall promptly, and before any of the following conditions are disturbed, notify the Project Manager, in writing, of any:
- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class II, or Class III disposal site in accordance with the provisions of existing law; or
  - (2) Subsurface of latent physical conditions at the Site differing from those indicated; or
  - (3) Unknown physical conditions at the Site of unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract and Project Manual.
- 94.2 The Project Manager shall promptly investigate the conditions, and if the Project Manager finds that the conditions materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order, subject to the provisions of the Project Manual.
- 94.3 In the event that a dispute arises between the Project Manager and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any Scheduled Completion Date provided for in the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between parties.

#### **95 Uncovering and Correction of Work; OCFA's Right To Carry Out Work**

- 95.1 If any portion of the Work should be covered contrary to the instructions or request of Project Manager or the requirements of the Project Manual, the Contractor shall, if required by Project Manager, uncover such portion of the Work for Project Manager's observation and shall replace such Work all at the Contractor's expense.
- 95.2 If any portion of the Work should be covered prior to a specific request for observation or instruction by Project Manager, Project Manager may request to see such Work, and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Project Manual and without defect, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to OCFA. If such Work is found to be defective or not in accordance with the Project Manual, the Contractor shall bear such costs.
- 95.3 Project Manager shall have the authority to reject any portion of the Work which is defective or does not conform to the Project Manual, and the Contractor shall promptly correct all Work so rejected by Project Manager, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay Contractor's Construction Schedule or the completion date of the Project, the Contractor shall perform such Work according to a schedule therefor established by Project Manager (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected



Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.

- 95.4 If, within one (1) year after the Completion of the Work (as determined by OCFA) or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty or guarantee required by the Project Manual, any of the Work is found to be defective or not in accordance with the Project Manual, the Contractor shall correct it promptly after receipt of written instructions to that effect from OCFA unless OCFA has previously given the Contractor a written acceptance of such condition.
- 95.5 The Contractor shall remove from the Site all Work which is defective or non-conforming and not corrected under the provisions of these General Conditions unless removal is waived in writing by OCFA.
- 95.6 If the Contractor does not remove such uncorrected defective or non-conforming Work within a reasonable time fixed by written instructions to that effect from Project Manager, OCFA may remove it and store the materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, OCFA may, upon ten (10) additional days written notification to the Contractor, sell such materials and equipment at public or private sale and account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional architectural and engineering services and attorneys' fees made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such difference, the Contractor shall, upon demand, pay the same to OCFA. The obligations of the Contractor under this Subsection shall be in addition to, and not in limitation of, any obligations imposed on it by law, by any other provision of this Contract or by any warranty or guarantee under this Contract.
- 95.7 If the Contractor fails to correct any defective or non-conforming Work, OCFA may correct it with its own forces or by contract with a third party contractor. In the event of a defect found after final acceptance of the Work by OCFA which the Contractor is obligated to correct pursuant to Project Manual, OCFA may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.
- 95.8 If the Contractor defaults or neglects to carry out the Work in accordance with the Project Manual or fails to perform any provision of this Contract, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from OCFA (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of OCFA) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then OCFA may, without prejudice to any other remedy OCFA may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by OCFA, no notification shall be required. OCFA shall have the right to take possession of such portion of the Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and machinery of the Contractor located on the Site. If OCFA makes good any such deficiencies, the costs of correcting the same including, without limitation, compensation for additional architectural and engineering services made necessary by such default, neglect or non-performance, shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then

or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall, upon demand, pay the difference to OCFA.

- 95.9 If OCFA prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case an appropriate amount shall be offset against any amounts then or thereafter due to the Contractor; or, if the said appropriate amount of offset is determined after final payment (or if there is not then or thereafter due to the Contractor an amount sufficient to cover the offset available to OCFA), the Contractor shall, upon demand, pay the appropriate amount (or the difference after offset, as applicable) to OCFA.

## **96 Plans, Specifications and Survey**

The Contractor shall maintain a control set of Plans, Specifications and survey on the Project site at all times. All final locations determined in the field by survey, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

## **97 Permits**

OCFA will reimburse the Contractor for the public agency-charged fee for permits, inspections. No profit amount shall be added to such reimbursement.

## **98 Compliance with Laws; Non-Discrimination**

Contractor shall ensure that its officers, employees, agents, contractors, and subcontractors: (1) conduct themselves in compliance with all applicable laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, harassment, and ethical behavior, throughout the duration of the Contract; and (2) comply with all OCFA, State, and Federal, Local Agency and Regulatory Agency orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

## **99 Right-Of-Way And Easements**

In the event any required easements have not yet been acquired by the OCFA, the Contractor shall conduct its operation so as to confine its work to the limits of the existing right-of-way.

## **100 Disputed Work**

Contractor shall keep all records of disputed work in accordance with the General Conditions. In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the OCFA as "extra work", the Contractor shall notify the OCFA in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. All "claims" as that term is defined in Public Contract Code section 9204 shall be submitted and processed in accordance with Section 91 hereinabove. Such notice by the Contractor, and the fact that the OCFA has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the OCFA. If the OCFA determines that all or a portion of the claim is well founded, the valid portion shall be allowed and paid for as "extra work"; if the OCFA determines that all or a portion of the claim is not well founded, the portion that is not well founded shall be disallowed and not paid, subject to Section 91. Nothing herein limits the authority of the OCFA to consider, approve or disapprove of Change Orders in accordance with the Project Manual.

**101 Time of Completion.**

Work will be deemed completed on the same date when the Notice of Completion is recorded with the County of Orange.

**102 Delivered Materials.**

Materials and equipment delivered but not incorporated into the work shall not be included in the estimate for progress payment.

**103 Mobilization.**

103.1 Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for the work on this Project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the Project site. Mobilization is deemed to include all aspects of mobilization and de-mobilization work occurring during the life of the Project for any reason.

103.2 Full compensation for mobilization shall be included in the Contract lump sum price bid for Mobilization and shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein, and no additional compensation will be allowed. Mobilization shall not exceed 5% of the entire bid, excluding mobilization and as shown in the Proposal Bid Sheet.

**104 Facilities For Contract Personnel.****104.1 Extended Field Office Overhead Cost.**

104.1.1 Within fourteen (14) calendar days after receipt of the Notice to Proceed, the Contractor shall submit a written statement to the OCFA detailing its field office overhead costs which are time related. The OCFA will review this first cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be memorialized in a no cost change order. The daily rate agreed to in this change order will be applicable throughout the duration of the Contract. No field office costs will be paid until such an agreement is reached between the OCFA and the Contractor and the change order concerning this daily rate is executed by both parties. Progress payments will be withheld pending receipt of the above-referenced cost submittal and executed change order.

104.1.2 The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act or omission of the OCFA. This listing may include such cost items as on-site project management, supervision, Engineering and clerical salaries; on-site utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable cost in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site

including clearing, grubbing, grading, fencing, mobilizations and demobilization costs; and the costs of permits, bonds and insurance coverage for the Project.

104.1.3 The individual wage cost components used to calculate the daily field office rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering, and clerical employees shall be based upon 2080 work hours per year and shall not include allowances for holidays, vacations, or sick time.

104.1.4 When applicable, the daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by change order and shall be added to the agreed upon change order cost. The days of delay shall be those caused solely by the acts or omissions of the OCFA and documented by a time impact analysis prepared and submitted by the Contractor. In the event a deductive change order is issued which reduces time under the Contract, the daily field office overhead rate shall be used to calculate the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

## **105 OCFA Officers And Employees; Non-Discrimination**

105.1 No member, officer, member of the OCFA Board of Directors, or employee of the OCFA shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by OCFA or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Contract.

105.2 Pursuant to the provisions of the OCFA's conflict of interest code, the Political Reform Act as set forth in Government Code Section 81000 et seq., and/or the prohibition against self-dealing in contracts as set forth in Government Code Section 1090 et. seq., the Parties acknowledge that no officer or employee of the OCFA, or any member of the OCFA Board, shall have any personal interest, direct or indirect, in this Contract or any Subcontract under the Contract, nor shall any such officer, employee, or member of the OCFA Board participate in any decision relating to the Contract which effects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. In the furtherance of such acknowledgement, Contractor:

- i. Contractor agrees that no officer, employee, member of the OCFA Board of Directors, agent, or assignee of the OCFA having direct or indirect control of any monies allocated by OCFA to finance this Project, shall serve as an officer, director, employee, or agent of Contractor, or as a officer, director, employee, or agent of any Subcontractor of supplier of Contractor under this Contract; and
- ii. Any conflict or potential conflict of interest of any officer, director, employee, or agent of Contractor or any Subcontractor or supplier of Contractor has been fully disclosed to the OCFA prior to execution of this Contract and such disclosure shall be deemed a part of this Contract.

105.3 Contractor shall not expend any funds for the purpose of influencing or attempting to influence an officer, member, employee, or member of the OCFA Board in the connection with the awarding and the administration of this Contract or any subcontract in furtherance of the Project.

**106 Entire Agreement**

It is agreed that this Contract (which incorporates the Project Manual) represents the entire agreement. It is further agreed that the Project Manual is incorporated in this Contract by this reference, with the same force and effect as if the same were set forth at length within the Contract, and that Contractor and Contractor's officers, employees, agents, trades, material suppliers, and Subcontractors will be and are bound by any and all of said Project Manual insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

**107 Written Notices**

Any written notice required to be given in any part of the Contract Documents shall be performed by dispatching the same via email directed to the email address of the Contractor as set forth in the Contract Documents, and to the OCFA addressed as follows:

- A. To OCFA:  
Orange County Fire Authority  
Attention: Sara Kennedy  
1 Fire Authority Rd.  
Irvine, CA 92602
- B. To Contractor  
A2Z Construct Inc.  
Attention: Matthew Jafari  
P.O. Box 80425  
Rancho Santa Margarita, CA 92688

**108 Miscellaneous Provisions**

- 108.1 Assignment: Contractor shall neither delegate its duties or obligations, nor assign its rights with respect to this Contract, either in whole or in part. Any such attempted delegation and/or assignment shall be void and deemed void at such occurrence, if it were to occur.
- 108.2 Computation of Time: When any period of time is referred to in the Project Manual by days, it shall be computed to exclude the first and include the last day of the period, provided, however, that if the last day of the period falls on a Saturday, Sunday, or legal holiday, that day shall be omitted from the computation. "Days" refers to calendar days unless otherwise expressly provided.
- 108.3 Remedies Cumulative: No remedy herein reserved to OCFA is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other given in the Project Manual as now or hereafter existing or at law, equity, or by statute.
- 108.4 Nonwaiver: The failure of the OCFA to notify the Contractor of any default under the Project Manual shall not be deemed to be a waiver by OCFA of any continuing default by Contractor of any term, covenant, or condition set forth in this Contract, nor of the OCFA's right to declare a default for any such continuing breach, and the failure of OCFA to insist upon strict performance of any of the terms, covenants, or conditions of the Project Manual, or to exercise any option in the Project Manual in any one or more instances, shall not be construed as a waiver or relinquishment of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect.

- 108.5 Severability: In case any one or more provisions set forth in the Project Manual shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Project Manual, and the Project Manual and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein so long as the deletion of such provision does not, in the OCFA's judgment, materially alter this Contract.
- 108.6 No Third Party Beneficiaries: The Project Manual and this Contract are not intended and shall not be deemed or construed, to confer any rights, powers, or privileges on any person, firm, partnership, corporation, or other entity not a party to this Contract except as may be expressly provided in the Contract to the contrary.
- 108.7 No Verbal Agreements: No verbal order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Contract or the Project Manual, and none of the provisions of the Project Manual shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or Modification in writing and executed in the manner required in this Contract by authorized officers or representatives of the Parties. No evidence shall be introduced in any proceeding of any other waiver or modification.
- 108.8 Counterparts: This Contract may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same agreement.
- 108.9 Governing Law/Venue: The Contract, including the Project Manual, shall be governed by the laws of the State of California. Venue for all disputes related to the Project, the Contract Agreement and/or the Project Manual shall be in Orange County, California.
- 108.10 Services Prior to Execution: Notwithstanding the fact that this Contract is executed as of the date first set forth above, the Parties recognize that a portion of the Work required under the Project Manual may have been performed prior to such date, all of which Work shall be governed by the terms and conditions of this Contract and shall be deemed to be a part of the Work. Without limiting the foregoing, all of Contractor's liabilities and obligations to OCFA under the Project Manual shall apply to all Work and services provided by the Contractor for the Work prior hereto, notwithstanding the fact that the Work may have been performed prior to the date hereof pursuant to prior negotiations, representations, agreements, understandings, or otherwise.
- 108.11 Survival of Rights: Any indemnity, warranty, guarantee given by the Contractor to the OCFA under this Contract shall survive the expiration or termination of this Contract and shall be binding upon Contractor until any action under this Contract is barred by the applicable statute of limitations.
- 108.12 Notice: All notices (whether or not designated as such herein) which are required under this Contract to be given between the parties pursuant to this Paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Contract or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a



complimentary confirming letter shall also be mailed to the appropriate party on the same date).

- 108.13 Maintenance of Harmonious Relations: The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of OCFA to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. OCFA reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.
- 108.14 Union Agreements: Regardless of the expiration of any collective bargaining agreement during the term of this Contract which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with OCFA concerning any legal, practical or contractual actions to be taken by OCFA in response thereto and shall perform any actions requested by OCFA to eliminate, neutralize or mitigate the affects of such actions on the progress of the Work and the impact of such actions on the public access to OCFA's facilities. It is the Contractor's obligation, at the Contractor's own cost and expense, to take all steps available to prevent any persons performing the work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.
- 108.15 Immigration Reform Control Act: All Contractors, Subcontractors, and Sub-subcontractors must adhere to the Immigration Reform Control Act of 1986 and shall maintain I-9 forms regarding all employees. It is not OCFA's obligation to insure compliance with this law, however, OCFA reserves the right to inspect and copy the Contractor's records in this regard upon request.
- 108.16 General: The captions of divisions, sections, articles, Paragraphs, Subparagraphs, clauses and the like in the Project Manual are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, Paragraphs, Subparagraphs, clauses and the like. The parties agree that the Project Manual shall not be construed more strictly against any party regardless of the identity of their drafter. Unless otherwise specified, Section and Subsection references appearing in these General Conditions are to Section and Subsections of the Contract Agreement.

108.17 Evidence of Corporate Existence and Good Standing. A corporation to which an award is made may be required, before the Contract Agreement is executed by the OCFA, to furnish evidence of its corporate existence and good standing, of its right to enter into contracts in the State of California, and that the officers signing the Contract and bonds for the corporation have the authority to do so. (Ref: California Corporations Code section 7214.)

END OF DOCUMENT

## **SECTION 5: TECHNICAL SPECIFICATIONS**

**5A: Forensic Geotechnical Study**

## **Forensic Geotechnical Study**

Fire Station No. 49  
31461 Golden Lantern Street  
Laguna Niguel, California

### **Prepared for:**

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

**Attention: Mr. Chris DeCoursey, P.E.**

**Project No.: V-0560-G**

**March 25, 2019**



**VO Engineering, Inc.  
13230 Evening Creek Drive, Suite 207  
San Diego, CA 92128**



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

March 25, 2019  
Project No.: V-0560-G

Attention: Mr. Chris DeCoursey, P.E.  
  
Subject: Forensic Geotechnical Study  
  
Project: Fire Station No. 49  
31461 Golden Lantern Street  
Laguna Niguel, California


Dear Mr. DeCoursey:

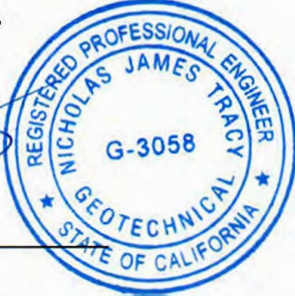
This report presents the results of our forensic geotechnical study for the existing Fire Station No. 49 in Laguna Niguel, California. The purpose of the study was to investigate the structural distress in the facility. The study included review of previous project documentation, two hollow-stem auger borings, a manometer survey of the existing fire station building, laboratory testing, engineering research and evaluation, and preparation of this report. The results of our findings, along with conclusions and recommendations for the mitigation of the structural issues are presented herein.

It is recommended that the forthcoming project plans and specifications, be reviewed by VO Engineering, Inc. (VOE) for consistency with our report prior to the bid process in order to avoid possible conflicts, misinterpretations, inadvertent omissions, etc. It should also be noted that the applicability and final evaluation of recommendations presented herein are contingent upon construction phase field monitoring by VOE considering the widely acknowledged importance of geotechnical consultant continuity through the various planning, design and construction stages of a project.

VOE appreciates the opportunity to provide this geotechnical engineering service for this project and we look forward to continuing our role as your geotechnical engineering consultant.

Respectfully submitted,  
**VO Engineering, Inc.**

  
**Nick Tracy, PE, GE**  
Geotechnical Engineer

A circular blue ink seal for Nicholas James Tracy, a Registered Professional Engineer in Geotechnical Engineering, State of California. The seal includes the number G-3058 and the expiration date 6/30/19.

  
**Van Olin, PE, GE**  
Principal Geotechnical Engineer 3/25/19

A circular blue ink seal for Van Olin, a Registered Professional Engineer in Civil-Geotechnical Engineering, State of California. The seal includes the number No. C-60076, No. GE-2379, and the expiration date 6/30/19.

NT/VO:bm

Distribution: (1) Addressee, via email



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## **FIGURES**

FIGURE 1 – VICINITY MAP

FIGURE 2 – PLOT PLAN

FIGURE 3 – MANOMETER SURVEY PLAN

FIGURE 4 – REGIONAL GEOLOGY MAP

FIGURE 5 – REGIONAL FAULT MAP

FIGURE 6 – SEISMIC HAZARD ZONES MAP

## **APPENDICES**

APPENDIX A – EXPLORATORY BORING LOGS

APPENDIX B – LABORATORY TEST RESULTS

APPENDIX C – SITE PHOTOS

APPENDIX D – PREVIOUS GEOTECHNICAL INFORMATION

APPENDIX E – ASFE IMPORTANT INFORMATION ABOUT YOUR  
GEOTECHNICAL ENGINEERING REPORT

## 1. INTRODUCTION

This report provides the results of our forensic geotechnical study conducted for the existing Orange County Fire Station No. 49 located at 31461 Golden Lantern Street in Laguna Niguel, California. The approximate location of the project in relation to surrounding streets and landmarks is presented on *Figure 1, Vicinity Map*. The purpose of this study was to evaluate the subsurface conditions within the project site, conduct a manometer survey within the facility, and provide remedial recommendations for the existing structural damage. This report summarizes the data collected and presents our findings, conclusions, and geotechnical design recommendations.

This report has been prepared for the exclusive use of the client and their consultants in the repair of the proposed project. In particular, it should be noted that this report has not been prepared from the perspective of a construction bid preparation instrument and should be considered by prospective construction bidders only as a source of general information, subject to interpretation and refinement by their own expertise and experience; particularly with regard to construction feasibility. Contract requirements set forth by the project plans and specifications will supersede any general observations and specific recommendations presented in this report.

## 2. SCOPE OF SERVICES

Our scope of services for this project included the following tasks:

- Review of readily available background information, including in-house geotechnical data, reports and literature, geologic maps, topographic maps, as-built plans, and general literature relevant to the subject site.
- Performed a site reconnaissance to observe the general surficial conditions, check for accessibility, and to select the exploratory boring locations.
- Performed a field exploration program including two exploratory borings to a maximum depth of approximately 60 feet (see *Appendix A, Exploratory Boring Logs*).
- Performed a manometer survey of the interior building slab.
- Performed laboratory testing on selected representative bulk and relatively undisturbed soil/formational samples obtained during the field exploration program to evaluate the geotechnical engineering properties of these materials (see *Appendix B, Laboratory Test Results*).
- Performed a photographic survey to document the existing conditions of the building (see *Appendix C, Site Photos*).
- Performed an assessment of general geoseismic conditions and geotechnical hazards affecting the area and their possible impact on the subject project.
- Evaluated the data collected to develop remedial geotechnical recommendations for repair of the facility.
- Preparation of this report including reference maps and graphics, presenting our findings, conclusions and geotechnical design recommendations specifically addressing the following items:
  - Evaluation of general subsurface conditions and description of types, distribution, and engineering characteristics of subsurface materials.

- Evaluation of project feasibility and suitability of on-site soils for earthwork and foundation support.
- General remedial construction considerations for the Fire Station facility.

### 3. SITE & PROJECT DESCRIPTION

The existing Fire Station No. 49 facility is located at 31461 Golden Lantern Street in Laguna Niguel, California. The site is bordered by Golden Lantern Street to the south, a dog park to the west, a parking lot to the east, and an open space canyon to the north. The site is generally level at an elevation of approximately 472 feet above mean sea level (MSL) with drainage down to the northeast. The pad for the facility was created by placing compacted fill within a natural canyon and has a 2:1 (horizontal to vertical) descending fill slope approximately 100 feet high around the north and east margins of the site.

The fire station structure is approximately 13,000 square feet in plan with the apparatus bay generally in the middle of the building, sandwiched between the offices and kitchen on the west side and the dormitory on the east side. Review of previous documentation indicates that the floor slab underlying the facility is a 6-inch post-tensioned reinforced concrete slab. Significant cracking was observed throughout the station, primarily in the apparatus bay. In addition, a crack running across the offices in an east to west direction was observed. Photos of the cracking are provided in *Appendix C, Site Photos*. The purpose of this study was to evaluate the cause of the structural distress and provide remedial recommendations for repair of the facility.

### 4. DOCUMENTATION REVIEW

Included within the scope of this project, VOE reviewed previous documents relating to the fire station facility. The As-Graded Compaction Report and Foundation Plans were the most significant documents obtained with relation to our forensic study. Presented below are pertinent findings related to the document review.

1. “*Final Soils Engineering and Engineering Geologic Report, Rough Grading of Fire Station Site*,” prepared by Earth Research Associates, Inc., dated December 8, 1987.

The above referenced as-graded compaction report presents a summary of grading operations and compaction testing performed during rough grading of the fire station building pad. This entire report is presented in *Appendix D, Previous Geotechnical Information*. Highlights of the report are summarized below:

- Included within the report is the rough grading plan which shows the original and final grades. The fire station pad is underlain by compacted fill with the deepest portion of fill within the north and east margins which have an approximate 100-foot high fill slope. The depths of fill underlying the fire station building range from approximately 20 to 50 feet.
- In order to eliminate the cut to fill transition within the building pad and reduce the potential for differential settlement, the cut portion of the building areas were over-excavated to a depth of about 20 feet. The over-excavation extended approximately 20 feet laterally beyond the extend of the building footprint.

- Compaction of the fill soils underneath the project site were performed by means of sheepsfoot drum-roller equipment and tested for compliance with a minimum 90 percent relative compaction requirement.
  - The fill soils underlying the site are mostly clayey. Expansion index testing was performed on the fill soils and the results indicated a “High” expansion potential.
  - Landslide deposits within the pre-existing slope were removed prior to placement of fill soils during grading operations.
  - Six settlement monuments were installed within the fire station pad following completion of the rough grading. The maximum settlement measured was approximately 1.5 inches over the course of about 6 months at which time the site was cleared for construction.
2. “*Post Tensioned Concrete Design Exclusively For Shea Homes, Orange County Fire Station No. 49, Sheet PT-1*,” prepared by STB Structural Engineers, dated September 12, 1988.

Review of the structural plan sheets indicate that the floor slab underlying the facility is a 6-inch post-tensioned reinforced concrete slab. This type of foundation can be used to reduce cracking of a slab structure overlying expansive soils with varying fill thickness.

## **5. FIELD EXPLORATION PROGRAM**

Prior to the start of the field exploration program, a field reconnaissance was conducted to observe site conditions and determine the locations of our planned exploration. In accordance with local regulations, Underground Service Alert was notified of our excavations 48 hours prior to drilling.

### **5.1 Hollow-Stem Auger Borings**

On February 20, 2019, two exploratory borings were drilled with a LAR CME-75 drill rig to depths ranging from about 30 to 60 feet below existing grades within the project site. The 8-inch hollow stem auger borings were logged by an engineer from our firm. Bulk and relatively undisturbed drive samples of the subsurface soils were obtained at various depths in the exploratory borings. The samples were examined and classified according to the Unified Soil Classification System (USCS). The borings were then backfilled and capped with concrete to match existing conditions.

The approximate locations of the exploratory borings are shown on *Figure 2, Plot Plan*. Logs of the subsurface conditions encountered were recorded by an engineer, and the results are presented in *Appendix A, Exploratory Boring Logs*.

### **5.2 Manometer Survey**

On February 4, 2019, a manometer survey was conducted on the building slab of the Fire Station. A manometer is a device consisting of a water reservoir set on a tripod connected to a measuring rod by rubber tubing. The device works on the principle that water equalizes to the same exact elevation on both sides of a U-shaped tube. Readings are taken from the measuring rod at different areas of the building slab which provide a relative elevation of the slab, as well as the direction and pattern of slab movement. The manometer indicates that there is a

maximum slab differential movement of 4.1 inches between the southwest corner and northeast corner of the building (northeast corner is lower and appears to have experienced significant settlement). Graphical results of the manometer survey are provided in *Figure 3, Manometer Survey Plan*.

## **6. LABORATORY TESTING**

Laboratory testing was performed on selected representative bulk and relatively undisturbed soil samples obtained from the exploratory borings, to aid in the soil classification and to evaluate engineering properties of the foundation materials. The following tests were performed:

- In-situ moisture content and dry density (ASTM D-2216 and ASTM D-2937);
- Particle size analyses and No. 200-wash (ASTM D-422 and ASTM D-1140);
- Atterberg Limits (ASTM D-4318);
- Direct Shear (ASTM D-3080);
- Expansion Index (ASTM D-4829);
- Consolidation (ASTM D-2435);
- Corrosivity series including sulfate content, chloride content, pH-value, and resistivity (CTM 417, 422, and 643).

Testing was performed in general accordance with applicable ASTM standards and California Test Methods. A summary of the laboratory testing program and the laboratory test results are presented in *Appendix B, Laboratory Test Results*.

## **7. SUBSURFACE CONDITIONS**

A brief description of the subsurface conditions encountered on this site is presented in the following sections. A more detailed description of these materials is provided in *Appendix A, Exploratory Boring Logs*. Based on our site reconnaissance, subsurface excavations, and review of previous geotechnical information, the facility is underlain by fill with depths ranging from approximately 20 to 50 feet over Capistrano Formation (Tcs). A map of the project geology is shown in *Figure 4, Regional Geology Map*.

### **7.1 Fill Soils (Qaf)**

Fill soils were observed within each boring to depths ranging from about 25 to 45 feet below the existing grades. The fill materials consisted of brown, moist to very moist, silty clay in a stiff to very stiff condition. Based on review of the rough grading report, these materials were observed and tested for a minimum 90 percent relative compaction requirement which is standard practice. However, given the thickness of fill and clayey nature of the material, the soils are compressible (Note: subject to long-term secondary consolidation) and appear to have experienced significant settlement over the past approximately 30 years.

### **7.2 Capistrano Formation (Tcs)**

Capistrano Formational materials were encountered in each exploratory boring at depths of about 25 to 45 feet below existing grades. As encountered, these materials consisted of gray, claystone and siltstone in a hard condition. Some seams of sand were observed within the formation.



### **7.3 Groundwater**

Indications of a static groundwater table were not encountered during our subsurface investigation to a maximum depth of approximately 60 feet below existing grades. Groundwater is not anticipated to affect construction. It should be noted that groundwater levels vary based on stormwater events, irrigation, and other variable site conditions.

## **8. GEOSEISMIC AND GEOTECHNICAL HAZARDS**

The findings of our geoseismic and geotechnical hazards evaluation for the project site are summarized in the sections below.

### **8.1 Faults**

The surface traces of active faults are not known to pass directly through, or to project toward the site (see *Figure 5, Regional Fault Map*). Therefore, the potential for surface rupture due to faulting occurring beneath the site during the design life of the proposed project is considered very low.

### **8.2 Ground Shaking**

The site is located in a seismically active area, as is the majority of Southern California. The most significant seismic hazard at the site is considered to be shaking caused by an earthquake occurring on a nearby or distant active fault. Design considerations for the hazard of seismic shaking are presented in *Section 10.3, Seismic Design Parameters*.

### **8.3 Liquefaction and Dynamic Settlement**

Liquefaction of soils can be caused by ground shaking during earthquakes. Research and historical data indicate that loose, relatively clean granular soils are susceptible to liquefaction and dynamic settlement, whereas the stability of the majority of clayey silts, silty clays and clays is not adversely affected by ground shaking. Liquefaction is generally known to occur in saturated cohesionless soils at depths shallower than approximately 50 feet. Dynamic settlement due to earthquake shaking can occur in both dry and saturated sands.

The project site is underlain by approximately 20 to 50 feet of clayey fill soils overlying a hard formational material. Groundwater was not encountered to a depth of 60 feet. Due to the fine-grained nature of the soils and lack of groundwater, the site is not considered susceptible to liquefaction. Therefore, the potential for liquefaction and associated ground deformation occurring beneath the project site is considered nil.

### **8.4 Expansive Soils**

The fire station is underlain by clayey soils. Based on laboratory testing, the Expansion Index of the near surface soils is classified as "Medium". Previous testing during grading of the site indicates that the soils underlying the site have a "High" potential for expansion. Remedial measures for reducing the impact of expansive soils is provided in the Recommendations section of this report.

## 8.5 Slope Stability and Erosion

The fire station site is on an essentially level pad with an approximate 2:1 (horizontal to vertical) fill slope up to about 100 feet in height along the north and east margins of the site. In addition, review of the seismic hazard zone maps indicate that the project site is located within an area with potential for earthquake-induced landslides (see *Figure No. 6, Seismic Hazard Zones Map*). However, review of the rough grading report indicates that the existing landslide deposits were removed prior to placing fill soils. In addition, the report stated that the pad was constructed with a toe-of-slope keyway excavated into formation materials with suitable benching as fill was placed in the slope. No significant slope instability or erosion was observed at the site. Based on review of the previous geotechnical information and visual observations of the site, no gross slope instability is anticipated within the project limits.

It should be noted that all slopes (natural, cut, fill or otherwise) are subject to downhill “creep” to some degree, as well as possible surficial deterioration and erosion due to normal weathering. This general observation is made in order to emphasize the importance of slope maintenance and is not intended to suggest a particularly unusual or compelling adverse condition.

Uninterrupted runoff over the top and down exposed slopes should not be allowed and can be controlled by installation and proper maintenance of top-of-slope berms, intermediate slope terrace drains, down-drains, etc. Paved slope drains should be periodically cleared of any significant runoff sediments, debris, vegetation, over-growth, etc. in order to maintain proper performance. The existing concrete drainage swales on the slope appear to be performing adequately.

## 9. CONCLUSIONS

Based on the results of the field exploration and testing, documentation review, manometer survey, and engineering analyses, the fire station facility has experienced significant structural distress due to settlement of fill soils placed during grading of the building pad.

Consolidation settlement is the pressing of soil particles into a tighter packing in response to an increase in vertical stress. There are two kinds of consolidation: primary settlement and long-term secondary settlement. Primary settlement occurs as excess water is squeezed from the pores of the soil matrix. Once the excess pore water pressures have dissipated from the soil, primary consolidation ceases. Following completion of primary settlement, some soils are subject to secondary settlement. Although not well understood, the phenomenon of secondary settlement is attributed to particle rearrangement and creep of the “soil skeleton”. Based on the understanding that the fill placed within the building pad was compacted to at least 90 percent relative compaction and subject to a settlement monitoring program that determined primary settlement was complete, the site appears to have been subject to long-term secondary settlement. The comments below provide a more detailed summary of our conclusions relating to the settlement:

1. The fire station facility is situated on an essentially level building pad that was graded by placing fill within a natural canyon. The geotechnical borings and review of the rough grading report indicate that the fire station is underlain by fill with depths ranging from to approximately 20 to

50 feet resulting in significant differential long-term secondary settlement over the course of about 30 years since the construction of the building.

2. Field logging and laboratory testing indicated that the fill soils consist of compressible clay material in a very moist condition. Clays are highly susceptible to long-term secondary settlement.
3. Previous laboratory testing has shown that the clay soils have a “High” expansion potential. The expansion and contraction over time based on the moisture content within the surficial soils has likely contributed to the cracking of the slabs.
4. The results of the manometer survey indicate a maximum slab differential of 4.1 inches from the southwest corner of the building to the northwest corner. These results are consistent with the depths of fill with the deepest fill placement in the northwest corner. The relative elevation difference of 4.1 inches was measured over a distance of approximately 120 feet which is significantly greater than the generally accepted construction standards of 0.5 inches over 40 feet.
5. Corrosion test results (provided in *Appendix B, Laboratory Test Results*) indicate a high soluble sulfate value and a low resistivity value, which generally indicate a severe corrosion potential for ground in contact with concrete and metal, respectively. There is a potential that some of the foundation has corroded due to contact with clayey soils.

## **10. RECOMMENDATIONS**

### **10.1 Apparatus Bay**

Given the amount of deterioration of the apparatus bay, VOE recommends complete removal and replacement with a concrete mat slab. Following demolition of the existing slab, the existing subgrade soils should be over-excavated to a depth of at least 24 inches below the bottom of the proposed mat slab. The bottom of the excavation should be scarified a minimum of 8 inches, moisture conditioned (aerated if necessary), and recompact to at least 90 percent relative compaction per ASTM D-1557. The excavation should then be backfilled with Caltrans Class 2 Aggregate Base compacted to at least 95 percent relative compaction. VOE should perform observations and compaction testing to ensure compliance with these recommendations.

Design of the new apparatus bay mat slab should be performed by a structural engineer with experience in similar projects and should conform to the 2016 California Building Code. The mat slab should be designed to account for the loading associated from the proposed new fire engines which VOE understands is greater than the existing vehicle loads.

The mat foundation should be proportioned such that the maximum soil contact pressure (bearing capacity) due to overturning moments will not exceed 2,000 pounds per square foot (psf). The bearing capacity may not be increased for additional depth or width. This maximum allowable static bearing capacity may be increased by one-third for dynamic loads of short duration, including wind and seismic forces.

A vertical modulus of subgrade reaction of 250 pounds per cubic inch (pci) may be used in the design of mat slab foundations. This value is a unit value for use with a one-foot square footing. For preliminary design purposes, the modulus should be reduced in accordance with the

following equation when used with larger foundations. The modulus of subgrade reaction for the final design should be verified once the shape and dimensions of the mat slab are known.

$$K_R = K \left[ \frac{B + 1}{2B} \right]^2$$

where:

K = unit subgrade modulus

K<sub>R</sub> = reduced subgrade modulus

B = foundation width (in feet).

## 10.2 Offices & Dormitory

Repair of perimeter offices and dormitory foundations on each side of the apparatus bay should be “leveled” by means of helical piles. The manometer survey performed shows that the facility needs to be lifted as much as approximately 4 inches with the low point in the northeast corner. The leveling of the foundations and existing post-tensioned slabs should be performed by a contractor with experience in similar projects.

The helical piles should extend into the Capistrano Formational material under the observation of a VOE representative. Following the leveling operations, the voids underlying the existing post-tensioned slabs should be filled with a high-density polyurethane foam with a free rise density of 3.0 to 3.2 lb/ft<sup>3</sup> and minimum compressive strength of 40 psi (per ASTM 1621). The final leveled slab surfaces shall have elevation deviations no greater than ¼-inch slab elevations to be verified by the contractor. The contractor is responsible for locating the tendons within the existing post-tensioned slabs and keeping them intact. Geotechnical parameters for the design of helical piles are provided below:

**Table 1: Helical Pile Geotechnical Parameters**

Drilled Pier Design Parameter	Material 1 <sup>(1)</sup>	Material 2 <sup>(2)</sup>
Total Unit Weight, γ (pcf)	125	130
Apparent Cohesion (psf)	200	500
Internal Friction Angle (°)	25	30
Allowable Skin Friction (psf)	N.A.	1,000
End Bearing Capacity (psf)	N.A.	5,000
P-Y Modulus <sup>(3)</sup> (ksi)	90	125

(1) Fill (stiff clay), depths ranging from 20 to 50 feet below grade.

(2) Capistrano Formation (hard claystone);

(3) P-Y Modulus for LPILE analysis (per “Micropile Design and Construction, Publication No. FHWA NHI-05-039,” US Department of Transportation FHWA, page 5-56, December 2005).

### 10.3 Seismic Design Parameters

Seismic design parameters for the project site were developed as per the guidelines outlined in the 2016 California Building Code, Volume 2, Chapter 16. The seismic design parameters for Site Class “D” were developed using a JAVA™ application, Java Ground Motion Parameter Calculator–Version 5.0.9 available on the USGS website (<http://earthquake.usgs.gov>). The seismic design parameters for the project site are presented in *Table 3* below.

**Table 3: 2016 California Building Code Seismic Parameters**

2016 CBC Seismic Design Parameters	Value
Site Class Definition; (Table 1613.5.5.)	D
Mapped Spectral Accelerations for short periods, $S_s$ ; (Section 1613.5.1.)	1.219g
Mapped Spectral Accelerations for 1-sec period, $S_1$ ; (Section 1613.5.1.)	0.436g
Site Coefficient, $F_a$ ; (Table 1613.5.3(1).)	1.012
Site Coefficient, $F_v$ ; (Table 1613.5.3(2).)	1.564
Maximum considered earthquake spectral response acceleration for short periods, $S_{MS}$ adjusted for Site Class (Equation 16-37)	1.234g
Maximum considered earthquake spectral response acceleration at 1-sec period, $S_{M1}$ adjusted for Site Class (Equation 16-38)	0.682g
Five-percent damped design spectral response acceleration at short periods, $S_{DS}$ ; (Section 1613.5.4.)	0.823g
Five-percent damped design spectral response acceleration at 1-sec period, $S_{D1}$ ; (Section 1613.5.4.)	0.455g

### 10.4 Monitoring

Based on the results of the field investigation and laboratory testing and given the fill soils were placed approximately 30 years ago, the consolidation settlement of the fill soils is most likely near completion. However, a monitoring program is recommended to determine if the settlement within the project site is ongoing. VOE recommends performing an additional manometer survey approximately 1 year after the date of this report to compare with the readings taken as part of this study. In addition, settlement monuments may be installed to measure settlement over time.

## 11. LIMITATIONS

The recommendations and opinions expressed in this report are based on VOE’s review of background documents and on information developed during this study. More detailed limitations of the geotechnical engineering report are presented in the ASFE’s information bulletin in *Appendix E*.

Due to the limited nature of our field explorations, conditions not observed and described in this report may be present on the site. Uncertainties relative to subsurface conditions can be reduced through additional subsurface exploration. Additional subsurface evaluation and laboratory testing can be performed upon request. It should be understood that conditions different from those anticipated in this report may be encountered during construction operations.

Site conditions, including ground-water level, can change with time as a result of natural processes or the activities of man at the subject site or at nearby sites. Changes to the applicable laws, regulations, codes, and standards of practice may occur as a result of government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which VOE has no control.

VOE's recommendations for this site are, to a high degree, dependent upon appropriate quality control of subgrade preparation, fill placement, and foundation construction. Accordingly, the recommendations are made contingent upon the opportunity for VOE to observe grading operations and foundation excavations for the proposed construction. If parties other than VOE are engaged to provide such services, such parties must be notified that they will be required to assume complete responsibility as the geotechnical engineer of record for the geotechnical phase of the project by concurring with the recommendations in this report and/or by providing alternative recommendations.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. VOE should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document.

VOE has endeavored to perform this study using the degree of care and skill ordinarily exercised under similar circumstances by reputable geotechnical professionals with experience in this area in similar soil/rock conditions. No other warranty, either expressed or implied, is made as to the conclusions and recommendations contained in this study.

## **12. REFERENCES**

1. ASTM, 2001, Soil and Rock: American Society for Testing and Materials: vol. 4.08 for ASTM test methods D-420 to D-4914; and vol. 4.09 for ASTM test methods D-4943 to highest number;
2. California Building Code, 2016;
3. California Department of Conservation, Division of Mines and Geology, 1997, Guidelines for Evaluation and Mitigation of Seismic Hazards in California: Special Publication 117;
4. California Department of Conservation, Division of Mines and Geology, 1998, Maps of Known Active Fault Near-Source Zones in California and Adjacent Portions of Nevada: International Conference of Building Officials, dated February 1, Scale 1" = 4 km;
5. Earth Research Associates, Inc., December 8, 1987, Final Soils Engineering and Engineering Geologic Report, Rough Grading of Fire Station Site, Including Slope and Street Areas, Tract No. 12544, Laguna Niguel Area, County of Orange, California, Grading Permit No: 86-143, 815;
6. Hunt, Roy E., 1986, Geotechnical Engineering Analysis and Evaluation;
7. International Conference of Building Officials, 1997, Uniform Building Code: Volume 2;
8. Jennings, C.W., 1994, Fault Activity Map of California and Adjacent Areas with Locations and Ages of Recent Volcanic Eruptions: California Department of Conservation, Division of Mines and Geology Geologic Data Map No. 6, scale 1:750,000;
9. STB Structural Engineers, Inc., September 12, 1988, Post Tensioned Concrete Design Exclusively For Shea Homes, Orange County Fire Station No. 49, Laguna Niguel, California.

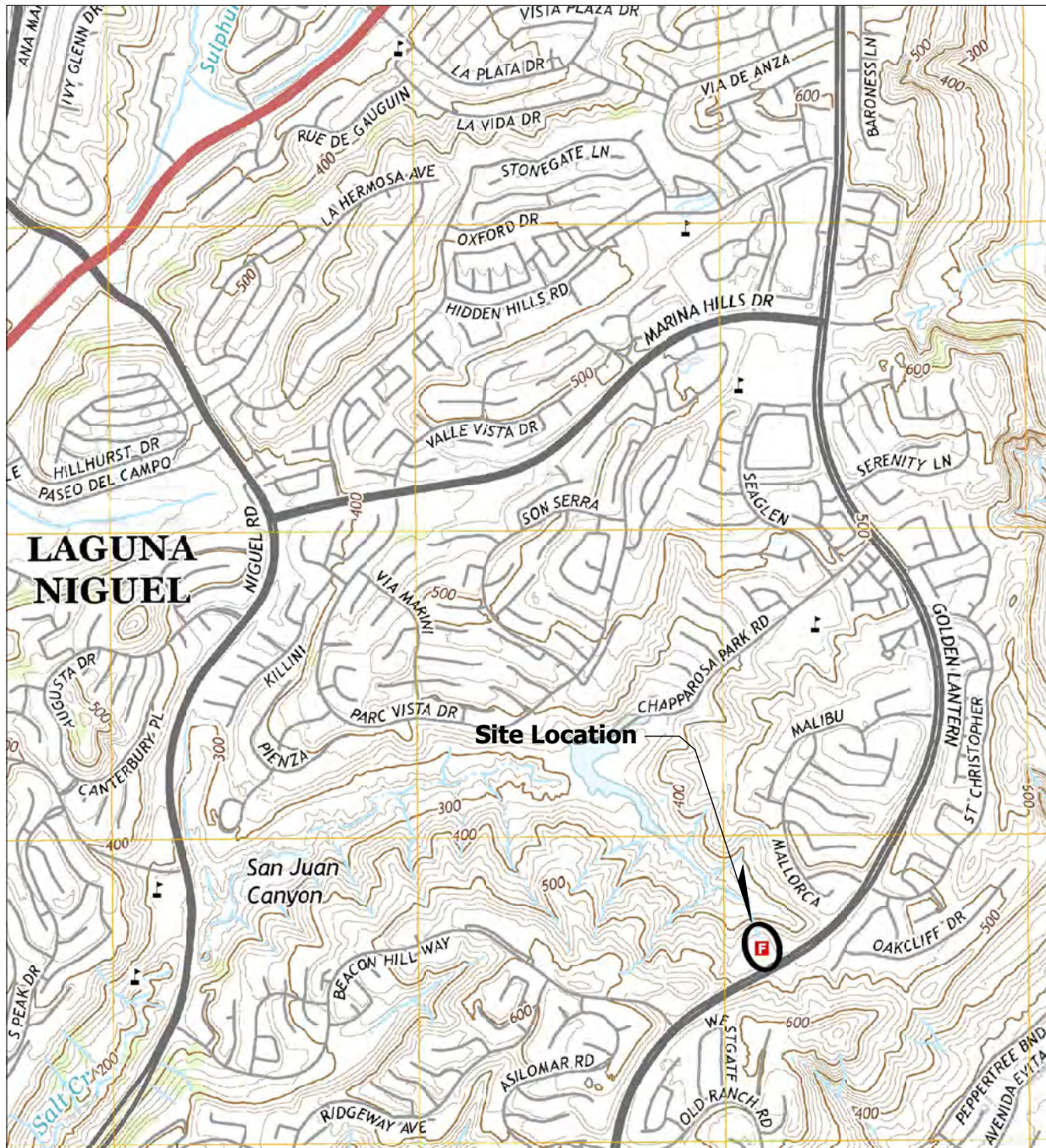


## Figures

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*Prepared by VO Engineering*





  
 Scale  
 1:24000

Reference: USGS 2015 Topographic Map (San Juan Capistrano, CA - 7.5 minute Quadrangle)



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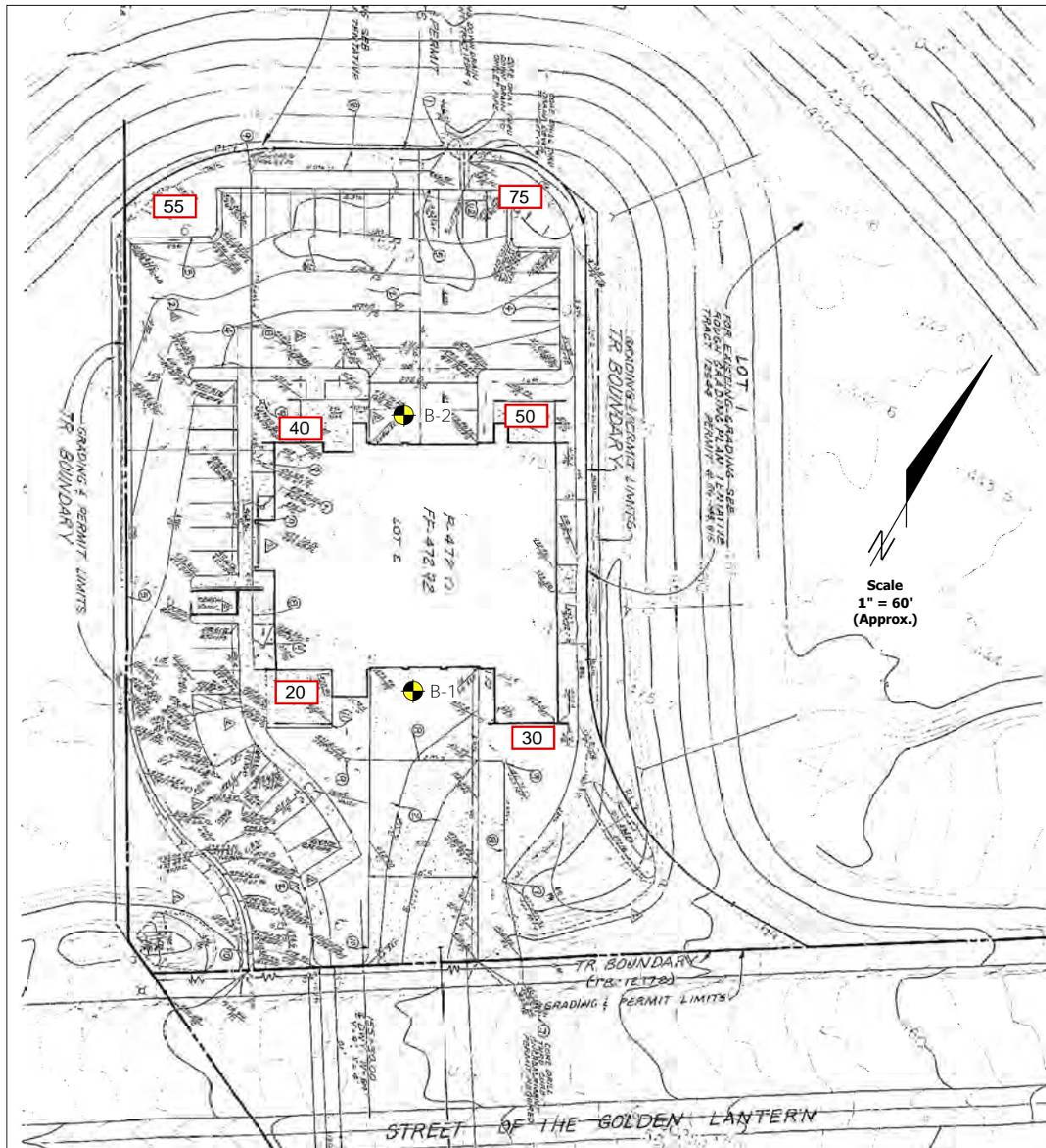
## Vicinity Map

**OCFA Fire Station 49**  
**Laguna Niguel, CA**


**Project No.: V-0560-G**

**Figure No.: 1**





#### Legend

 B-2 Boring Location (Approx.)

 20 Fill Depths (Approx.)

Reference: "Precise Grading Plan, Fire Station #49, Lot 2, Tract 12544," Prepared by Hunsaker & Associates, dated February 27, 1989.



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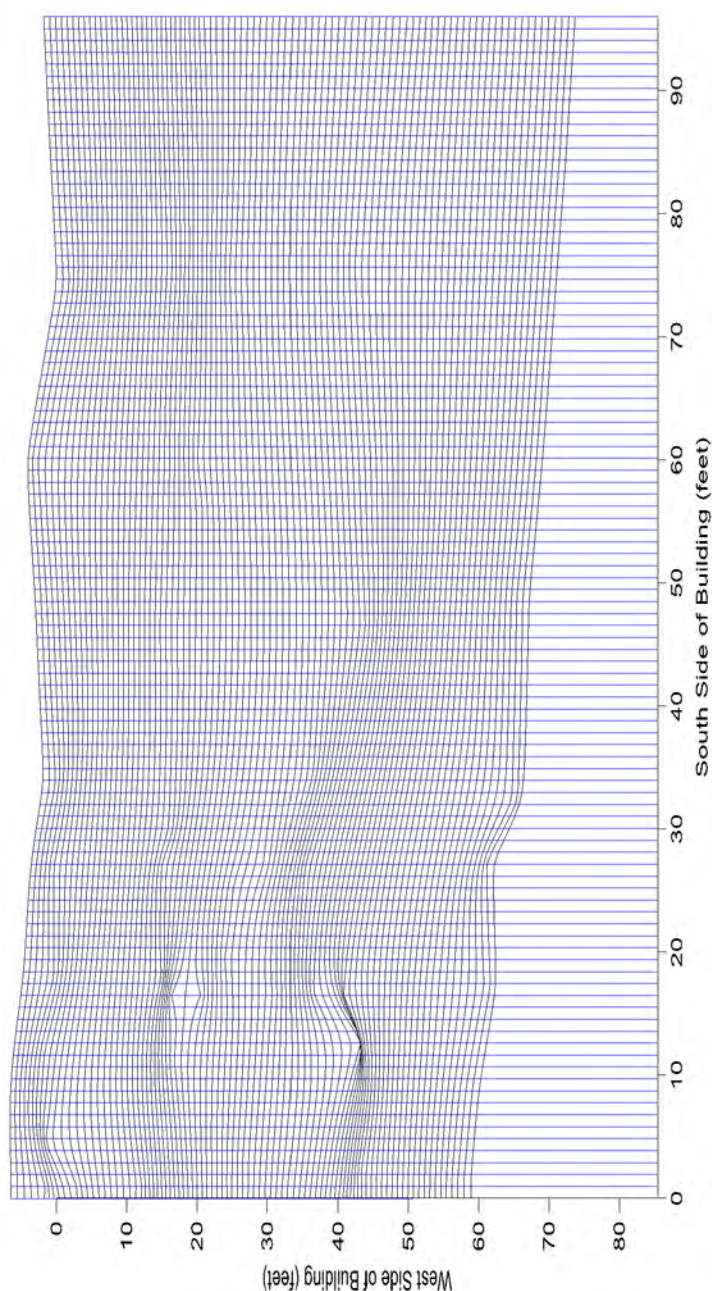
## Plot Plan

**OCFA Fire Station 49**  
**Laguna Niguel, CA**


**Project No.: V-0560-G**

**Figure No.: 2**

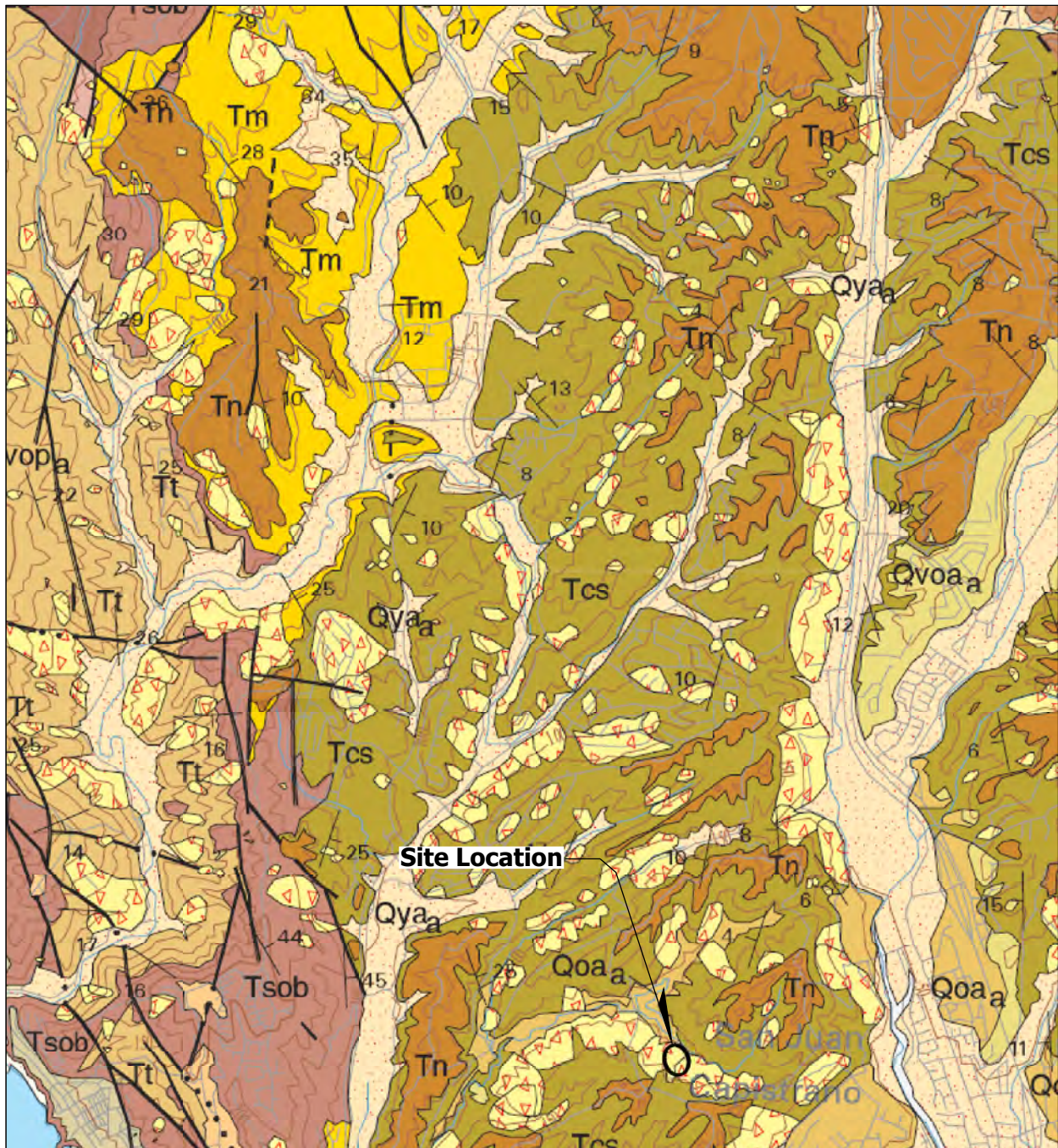
## Isometric View



Scale (feet)  
1" = 30'  
(Approx.)

 <p><b>VO Engineering, Inc.</b>          13230 Evening Creek Drive, Suite 207          San Diego, CA 92128          Phone: 858.391.8530</p>	<p><b>Legend</b></p> <ul style="list-style-type: none"> <li>• 4.1 Relative Point Elevations (inches)</li> </ul>
<p><b>Manometer Survey Plan</b></p>	
<p><b>OCFA Fire Station No. 49 Laguna Niguel, CA</b></p>	
<p><b>Project No.: V-0560-G</b></p>	<p><b>Figure No.: 3</b></p>





Scale  
1" = 1 mile  
(approx.)

#### Legend

- Ols - Landslide Deposits; active and recently active landslides; unconsolidated to consolidated (late Holocene)
- Qoa - Old Axial Channel Deposits; gravel, sand, and silt; gray, unconsolidated to indurated (late to middle Pleistocene)
- Tcs - Capistrano Formation; Siltstone Facies, siltstone and mudstone, white to pale gray, massive to crudely bedded, friable

Reference: USGS Preliminary Geologic Map of Santa Ana 30' x 60' Quadrangle, California, 2004.



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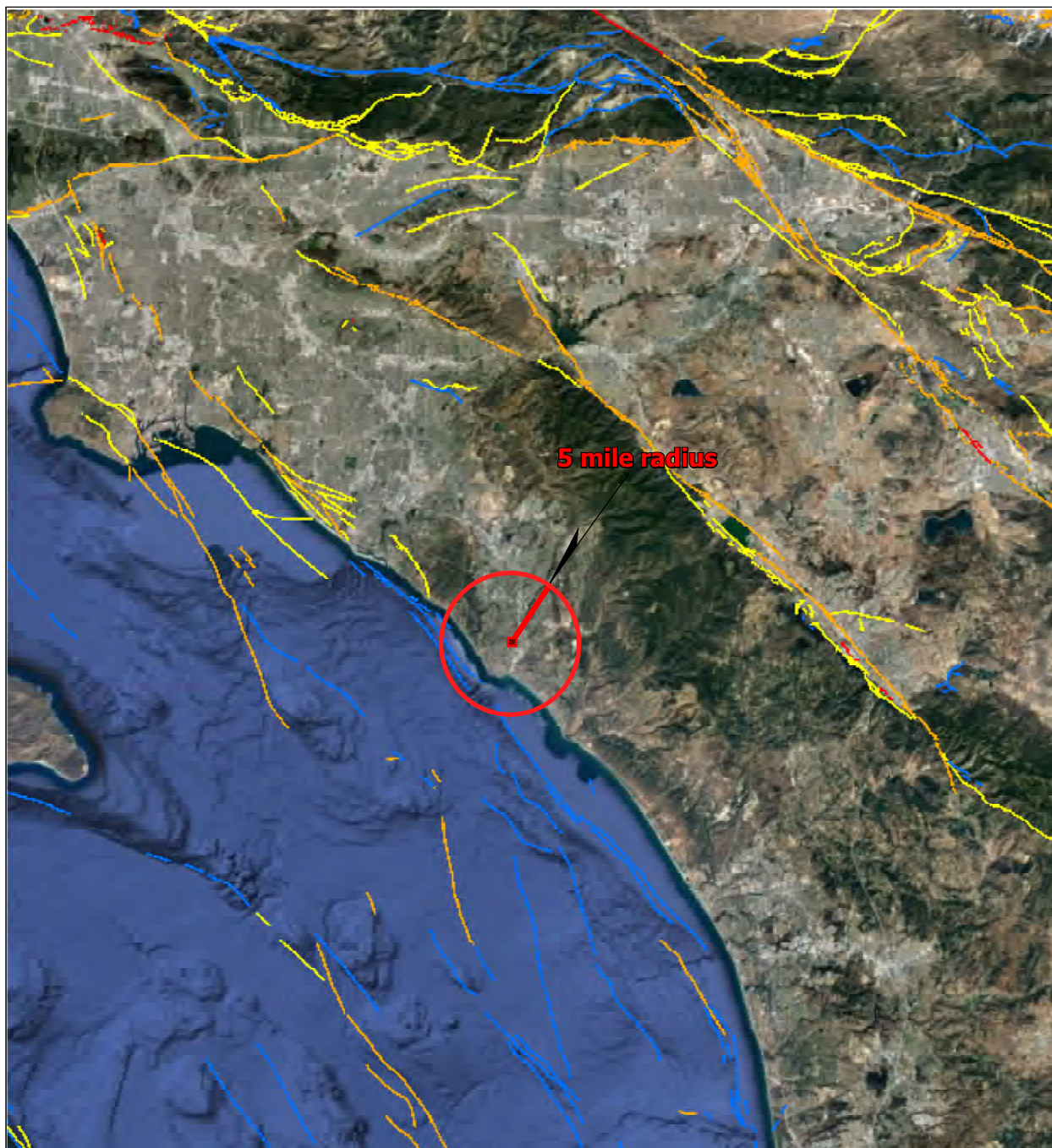
## Regional Geology Map

**OCFA Fire Station 49  
Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: 4**





Scale  
1"=13000'  
(Approx.)

#### Legend

- Holocene & Latest Pleistocene (younger than 15,000 years old)
- Late Quaternary (younger than 130,000 years old)
- Quaternary (younger than 1,600,000 years old)

Reference: GoogleEarth, 2018



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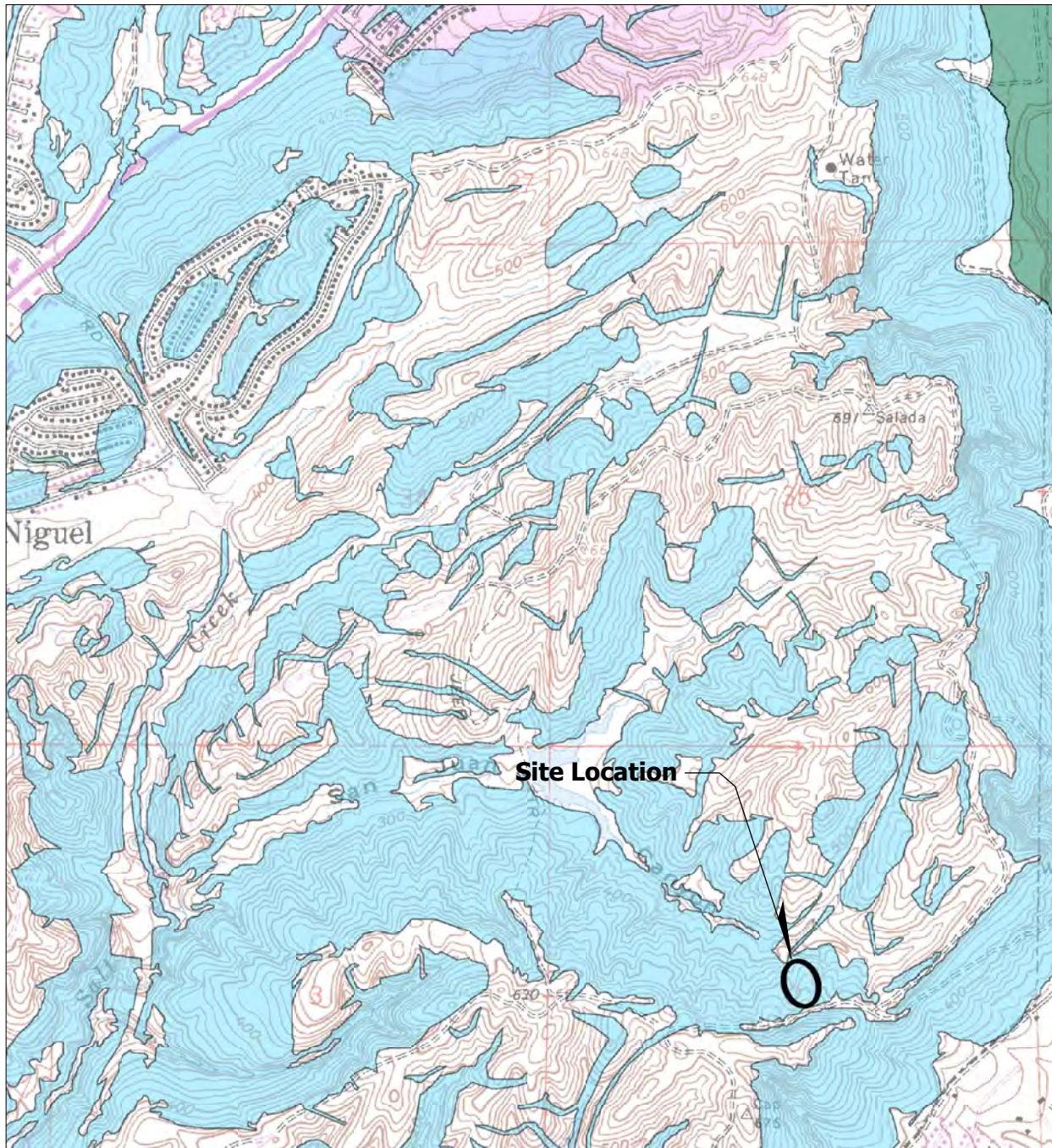
## Regional Fault Map

**OCFA Fire Station No. 49**  
**Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: 5**





#### Legend

- Earthquake-Induced Landslide Zones - Areas where previous occurrence of landslide movement, or local topographic, geological, geotechnical and subsurface water conditions indicate a potential for permanent ground displacements.
- Liquefaction Zones - Areas where historical occurrence of liquefaction, or local geological, geotechnical and ground water conditions indicate a potential for permanent ground displacements.

Reference: CGS Seismic Hazard Zones Map of San Juan Capistrano 7.5' Quadrangle, California, 2001.



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## Seismic Hazard Zones Map

**OCFA Fire Station 49**  
**Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: 6**

## Appendix A

---

Exploratory Boring Logs

*Prepared by VO Engineering*



## **FIELD TESTING AND SAMPLING**

### The Standard Penetration Test (SPT)

The SPT were performed in accordance with test method ASTM D 1586-99. The SPT sampler was typically driven into the ground 12 to 18-inches with a 140-pound hammer free falling from a height of 30-inches. Blow counts were recorded for every 6-inches of penetration. The N-values were determined for the SPT Sampler by taking the sum for the last two 6-inch intervals of the 18-inch sampler penetration. The split-barrel sampler has an external diameter of 2-inches and an unlined internal diameter of 1-3/8-inches. The samples of earth materials collected in the sampler were classified in the field, bagged, sealed and transported to the laboratory for testing.

### The California Sampler (Ring)

The Ring sampler was driven into the ground in accordance with test method ASTM D 3550-84. The sampler, with an external diameter of 3.0-inches, was lined with 1-inch long, thin brass rings with inside diameters of approximately 2.4 inches. The sampler was driven into the ground 12 to 18-inches with a 140-pound hammer free falling from a height of 30-inches. Blow counts were recorded for every 6-inches of penetration. The N-values were estimated for the California Sampler by multiplying the sum of the blow counts for the last two 6-inch intervals of the 18-inch sampler penetration by a factor of 0.6 (Reference: Recommended Procedures for Implementation of DMG Special Publication 117 Guidelines for Analyzing and Mitigating Liquefaction in California, G.R. Martin and M. Lew, 1999). The samples were removed from the sample barrel in the brass rings, sealed and transported to the laboratory for testing.

### Rock Core Drilling

Rock coring was performed in accordance with test method ASTM D2113-08. Drilling was accomplished by circulating a drilling medium through the drill bit while rotating and lowering or advancing the string of drill rods as downward force is applied to a cutting bit. The core was recovered by means of rotating the core barrel equipped with a coring bit into the rock. The approximately 2 1/2-inch diameter drilled core was carefully collected in the core barrel as the drilling progressed and was retrieved once the barrel was full. Samples were logged, packaged, and shipped for testing.

### Large Bulk Samples

Samples of representative earth materials over 20 pounds in weight were collected from the auger cuttings, placed in bags, sealed and transported to the laboratory for testing.

### Small Bulk Samples

Samples less than 5-pounds in weight of representative earth materials were collected from the split spoon sampler, hand digging or exploratory cuttings. These samples were used for determining natural moisture content and classification indices.



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## **Field Testing and Sampling**

**OCFA Fire Station 49  
Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: A-1**



### LOG SYMBOLS:



Bulk/Bag sample



Modified California sampler  
(3 inch outside diameter)



Standard penetration  
Split spoon sampler  
(2 inch outside diameter)



Shelby tube



Rock Core Drilling  
(2-inch diameter)



Water level  
(level after completion)



Water level  
(level where first encountered)

### Abbreviations:

SA - (38% SAND analysis (percent passing #200 sieve)  
WA - (38%) - One point grain size analysis (Percent passing #200 sieve)  
PI - Plasticity index  
LL - Liquid limit  
DS - Direct shear test  
'R' - R-value test  
CORR - Corrosivity test  
EI - UBC expansion index  
LC - Laboratory compaction test

### General Notes:

1. Lines separating strata on the logs represent approximate boundaries only. Actual transitions may be gradual.
2. No warranty is provided as to the continuity of soil conditions between individual sample locations.
3. Logs represent general soil conditions observed at the point of exploration on the date indicated.
4. In general, unified soil classification designations presented on the logs were evaluated by visual methods only. Therefore, actual designations (based on laboratory tests) may vary.

### Consistency criteria based on field tests

#### Granular Soils

Relative density	SPT* (# blows/ft)	Relative density (%)
Very Loose	<4	0 - 15
Loose	4 - 10	15 - 35
Medium Dense	10 - 30	35 - 65
Dense	30 - 50	65 - 85
Very dense	>50	85 - 100

#### Cohesive Soils

Consistency	SPT (# blows/ft)	Torvane	Pocket** penetrometer
		Undrained shear strength (tsf)	Unconfined compressive strength
Very soft	<2	<0.13	<0.25
Soft	2 - 4	0.13 - 0.25	0.25 - 0.5
Firm	4 - 8	0.25 - 0.5	0.5 - 1.0
Stiff	8 - 15	0.5 - 1.0	1.0 - 2.0
Very stiff	15 - 30	1.0 - 2.0	2.0 - 4.0
Hard	>30	>2.0	>4.0

\* Number of blows of 140 pounds hammer falling 30 inches to drive a 2 inch O.D. (1 3/8" I.D.) split barrel sampler (ASTM - D 1586-99 standard penetration test)

\*\* Unconfined compressive strength in Tons/ft<sup>2</sup>. Read from pocket penetrometer

### Moisture content

Description	Field test
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water, usually soil is below water table

### Cementation

Description	Field test
Weakly	Crumbles or breaks with handling or slight finger pressure
Moderately	Crumbles or breaks with considerable finger pressure
Strongly	Will not crumble or break with finger pressure



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## Field Testing and Sampling

**OCFA Fire Station 49**  
**Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: A-2**

# Boring No. B-1

<b>Date Drilled:</b> 02/20/2019	<b>Logged By:</b> Nick Tracy
<b>Exploratory Equipment:</b> LAR CME-75	<b>Surface Elevation:</b> 472 Feet MSL
<b>Driving Weight:</b> 140 lbs - 30" drop	<b>Total Depth of Boring:</b> 31.5 Feet
<b>Drilling Method:</b> Hollow Stem Auger	<b>Groundwater Elevation During Drilling:</b> N/A

Depth in Feet	Driven Sample Blow Counts N value	Material Description	USCS	Color	Moisture	Consistency	Dry Density	Moisture Content (% Dry Weight)				
								10	20	30	40	50
		6.5" Concrete over 8" Aggregate Base										
		<b>Fill (Qaf)</b> - Silty Clay	CL	Brown	Moist to Very Moist	Firm						
5	2 5 9						96.1					
10	9 15 20	Some sand				Very Stiff	103.5					
15	8 14 14			Grayish Brown			96.3					
20	8 12 15						99.7					
25												



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## Boring Log No. 1

**OCFA Fire Station 49**  
**Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: A-3**



<b>Boring No. B-1 (Con't)</b>	
-------------------------------	--

Date Drilled: 02/20/2019

**Logged By:** Nick Tracy

**Exploratory Equipment:** LAR CME-75

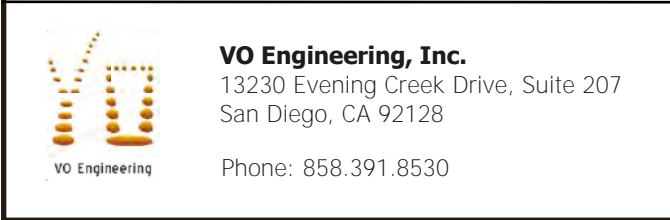
**Surface Elevation:** 472 Feet MSL

<b>Driving Weight:</b> 140 lbs - 30" drop
---

<b>Total Depth of Boring:</b> 31.5 Feet
---

**Drilling Method:** Hollow Stem Auger

**Groundwater Elevation During Drilling:** N/A

[illegible]

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## Boring Log No. 1 (Sheet 2)

## OCFA Fire Station 49 Laguna Niguel, CA

Project No.: V-0560-G

**Figure No.: A-4**

## Boring No. B-2

<b>Date Drilled:</b> 02/20/2019	<b>Logged By:</b> Nick Tracy
<b>Exploratory Equipment:</b> LAR CME-75	<b>Surface Elevation:</b> 472 Feet MSL
<b>Driving Weight:</b> 140 lbs - 30" drop	<b>Total Depth of Boring:</b> 61.5 Feet
<b>Drilling Method:</b> Hollow Stem Auger	<b>Groundwater Elevation During Drilling:</b> N/A

Depth in Feet	Driven Sample Blow Counts N value	Material Description	USCS	Color	Moisture	Consistency	Dry Density	Moisture Content (% Dry Weight)				
								10	20	30	40	50
		7" Concrete over 8" Aggregate Base										
		<b>Fill (Qaf)</b> - Silty Clay	CL	Brown	Moist to Very Moist	Stiff						
5	4 11 14						107.8					
10	7 15 13	Some gray mottling				Very Stiff	103.5					
15	6 8 12					Stiff	102.1					
20	3 8 14						102.7					
25												



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### Boring Log No. 2

**OCFA Fire Station 49**  
**Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: A-5**

## Boring No. B-2 (Con't)

<b>Date Drilled:</b> 02/20/2019	<b>Logged By:</b> Nick Tracy
<b>Exploratory Equipment:</b> LAR CME-75	<b>Surface Elevation:</b> 472 Feet MSL
<b>Driving Weight:</b> 140 lbs - 30" drop	<b>Total Depth of Boring:</b> 61.5 Feet
<b>Drilling Method:</b> Hollow Stem Auger	<b>Groundwater Elevation During Drilling:</b> N/A

Depth in Feet	Driven Sample	Blow Counts	N value	Material Description	USCS	Color	Moisture	Consistency	Dry Density	Moisture Content (% Dry Weight)				
										10	20	30	40	50
19	X	5 11 20	19	Fill (Qaf) - Silty Clay	CL	Brown	Moist to Very Moist	Very Stiff	100.1					
30	X	4 10 23	20						100.9					
35														
40	X	15 25 28	32					Hard	101.7					
45	X	20 30 32	37	Capistrano Formation (Tcs) - Claystone & Siltstone with seams of sand, friable, some iron oxide staining.		Gray								
50														



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### Boring Log No. 2 (Sheet 2)




**OCFA Fire Station 49**  
**Laguna Niguel, CA**


**Project No.: V-0560-G**

**Figure No.: A-6**

## Boring No. B-2 (Con't)

<b>Date Drilled:</b> 02/20/2019	<b>Logged By:</b> Nick Tracy
<b>Exploratory Equipment:</b> LAR CME-75	<b>Surface Elevation:</b> 472 Feet MSL
<b>Driving Weight:</b> 140 lbs - 30" drop	<b>Total Depth of Boring:</b> 61.5 Feet
<b>Drilling Method:</b> Hollow Stem Auger	<b>Groundwater Elevation During Drilling:</b> N/A

Depth in Feet	Driven Sample	Blow Counts	N value	Material Description	USCS	Color	Moisture	Consistency	Dry Density	Moisture Content (% Dry Weight)				
										10	20	30	40	50
55		34	50+	<b>Capistrano Formation (Tcs)</b> - Claystone & Siltstone with seams of sand, friable, some iron oxide staining.	CL	Gray	Moist to Very Moist	Hard						
		4 10 23	33											
60		14 21 28	49	<b>End of Boring at 61.5 feet. No Groundwater Encountered.</b>										
75														

 VO Engineering	<b>VO Engineering, Inc.</b> 13230 Evening Creek Drive, Suite 207 San Diego, CA 92128  Phone: 858.391.8530	<b>Boring Log No. 2 (Sheet 3)</b>	
		<b>OCFA Fire Station 49</b> <b>Laguna Niguel, CA</b>	
		<b>Project No.: V-0560-G</b>	<b>Figure No.: A-7</b>

## Appendix B

---

Laboratory Test Results

*Prepared by VO Engineering*





## **Laboratory Test Results**

### **In-Situ Moisture Content and Dry Density**

The in-situ moisture content of the soils was determined in accordance with ASTM D-2216 laboratory test method. This method involves obtaining the moist weight of the sample and then drying the sample to obtain its dry weight. The moisture content is calculated by taking the difference between the wet and dry weights, dividing it by the dry weight of the sample and expressing the result as a percentage. The dry density was determined in accordance with ASTM D-2937 by dividing the dry unit weight by the volume of the sample. The results of the in-situ moisture content and dry density tests are presented below:

(ASTM D-2216, D-2937)

<b>Location</b>	<b>Moisture Content (%)</b>	<b>Dry Density (pcf)</b>
B-1 @ 5'	20.0	96.1
B-1 @ 10'	22.6	103.5
B-1 @ 15'	24.9	96.3
B-1 @ 20'	25.9	99.7
B-1 @ 30'	25.0	100.9
B-2 @ 5'	19.1	107.8
B-2 @ 10'	21.5	103.5
B-2 @ 15'	23.0	102.1
B-2 @ 20'	23.0	102.7
B-2 @ 25'	25.9	100.1
B-2 @ 30'	25.6	100.8
B-2 @ 40'	21.0	101.7
B-2 @ 50'	23.1	-

### **Particle Size Analyses**

In accordance with ASTM D-422, quantitative determinations of the distribution of coarse-grained particle sizes in selected samples were made. Mechanically actuated sieves were utilized for separating the various classes of coarse-grained (gravel and sand) particles. For soil samples containing fine-grained particle sizes, additional testing was conducted in accordance with ASTM D-1140 to determine the fines content (i.e., soil passing a No. 200 Sieve). The sieve analysis test results are provided in the table below:

### Sieve Analysis Test Results (ASTM D-422)

Sieve Size	B-1 @ 1-4' Percent Passing	B-2 @ 1-4' Percent Passing
1"	100	100
3/4"	99	97
1/2"	95	91
3/8"	95	87
1/4"	92	82
#4	90	80
#8	87	75
#10	86	74
#16	84	71
#30	81	68
#40	79	66
#50	78	65
#100	75	61
#200	61	49
<b>Classification</b>	(CL)	(CL)

### Atterberg Limits

Atterberg limit testing was performed on a representative bulk sample in accordance with ASTM D-4318 to aid in the classification of the on-site materials. The test is a measure of the critical water content of fine-grained soils to determine the point at which the soils appears as a solid, semi-solid, plastic, or liquid. The Atterberg limits testing are typically used to distinguish between clays and silts. Test results are presented in the table below:

### Atterberg Limits Test Results (ASTM D-4318)

Location	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index	Classification
B-1 @ 1-4'	38	25	14	CL

### Expansion Index

Testing was performed on a representative on-site sample in accordance with ASTM D4829, and the expansion potential of these samples was evaluated in accordance with the 1998 California Building Code, Table 18-I-B. Test results are provided in the table below:

Location	Expansion Index	Expansion Potential
B-1 @ 1-4'	65	Medium

### **Direct Shear**

A direct shear test was performed on an undisturbed sample in accordance with ASTM D-3080 to evaluate the shear strength characteristics of the on-site materials. The test method consists of placing the soil sample in the direct shear device, applying a series of normal stresses, and then shearing the sample at a constant rate of shearing deformation. The shearing force and horizontal displacements are measured and recorded as the soil specimen is sheared. The shearing is continued well beyond the point of maximum stress until the stress reaches a constant or residual value. Test results are presented in the table below:

Direct Shear Test Results (ASTM D-3080)

Location	Apparent Cohesion (psf)	$\phi$ (degrees)
B-2 @ 10'	350	27

### **Corrosion Tests**

Chemical analytical tests were performed on a bulk soil sample collected during the field exploration program to evaluate the corrosion potential of the on-site materials. These tests were performed in accordance with California Test Method Nos. 417 (sulfate), 422 (chloride), and 643 (pH and resistivity). The results of the tests are summarized below:

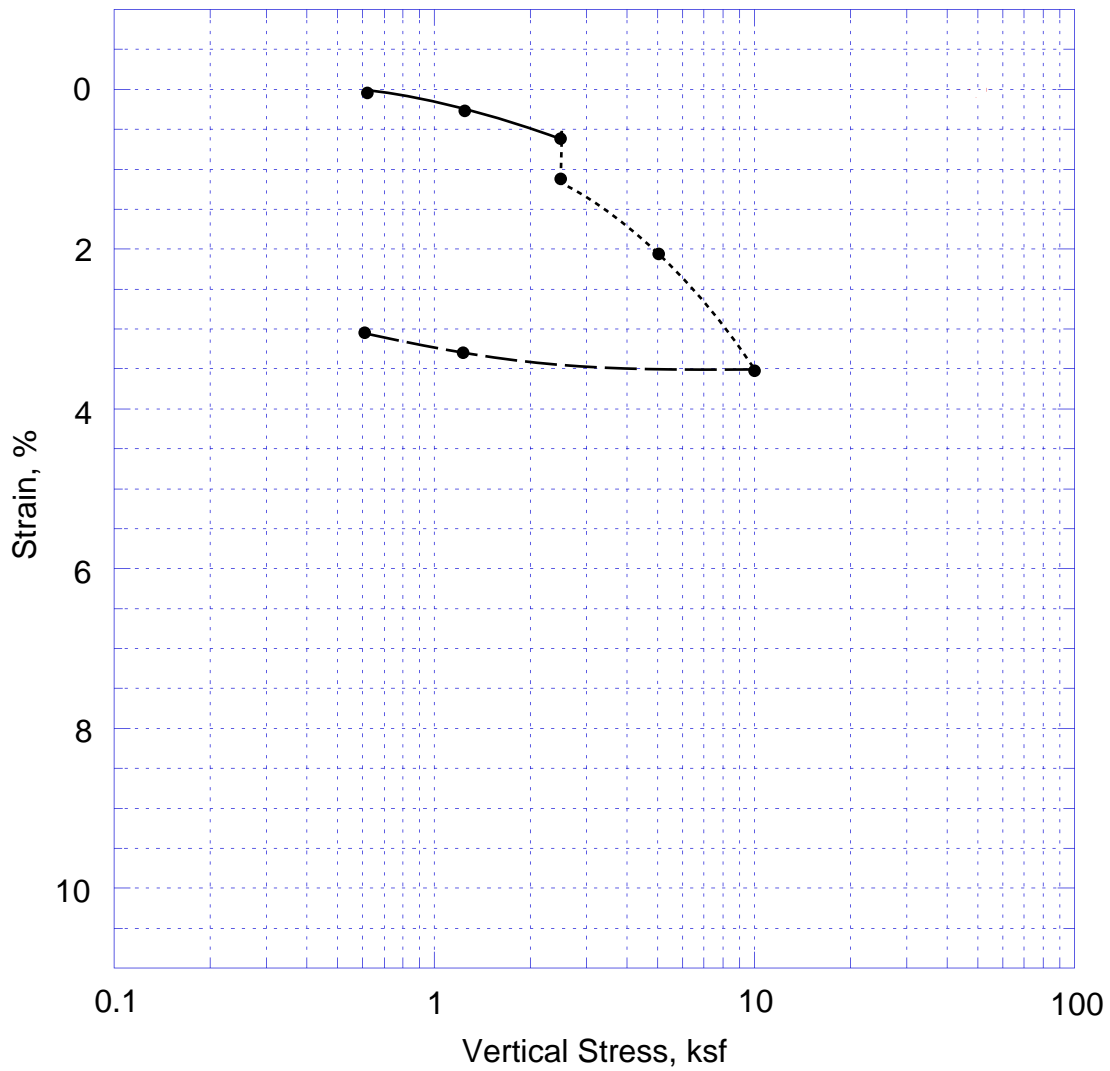
Corrosion Test Results (CTM Nos. 417, 422, & 643)

Boring No.	Depth (feet)	pH	Resistivity (ohm-cm)	Chloride Content (ppm)	Sulfate Content (ppm)
B-1	1-4	7.3	480	173	1650

### **Consolidation Tests**

A consolidation test was performed in accordance with ASTM D-2435 on a selected relatively undisturbed ring sample. The consolidation pressure curves are presented as an attachment to this appendix.

**Soil Consolidation  
B-1 at 10'**



- Sample loaded @ field moisture
- ..... Sample Saturated
- Sample Tested Under Rebound Loading



**VO Engineering, Inc.**  
 13230 Evening Creek Drive, Suite 207  
 San Diego, CA 92128  
 Phone: 858.391.8530

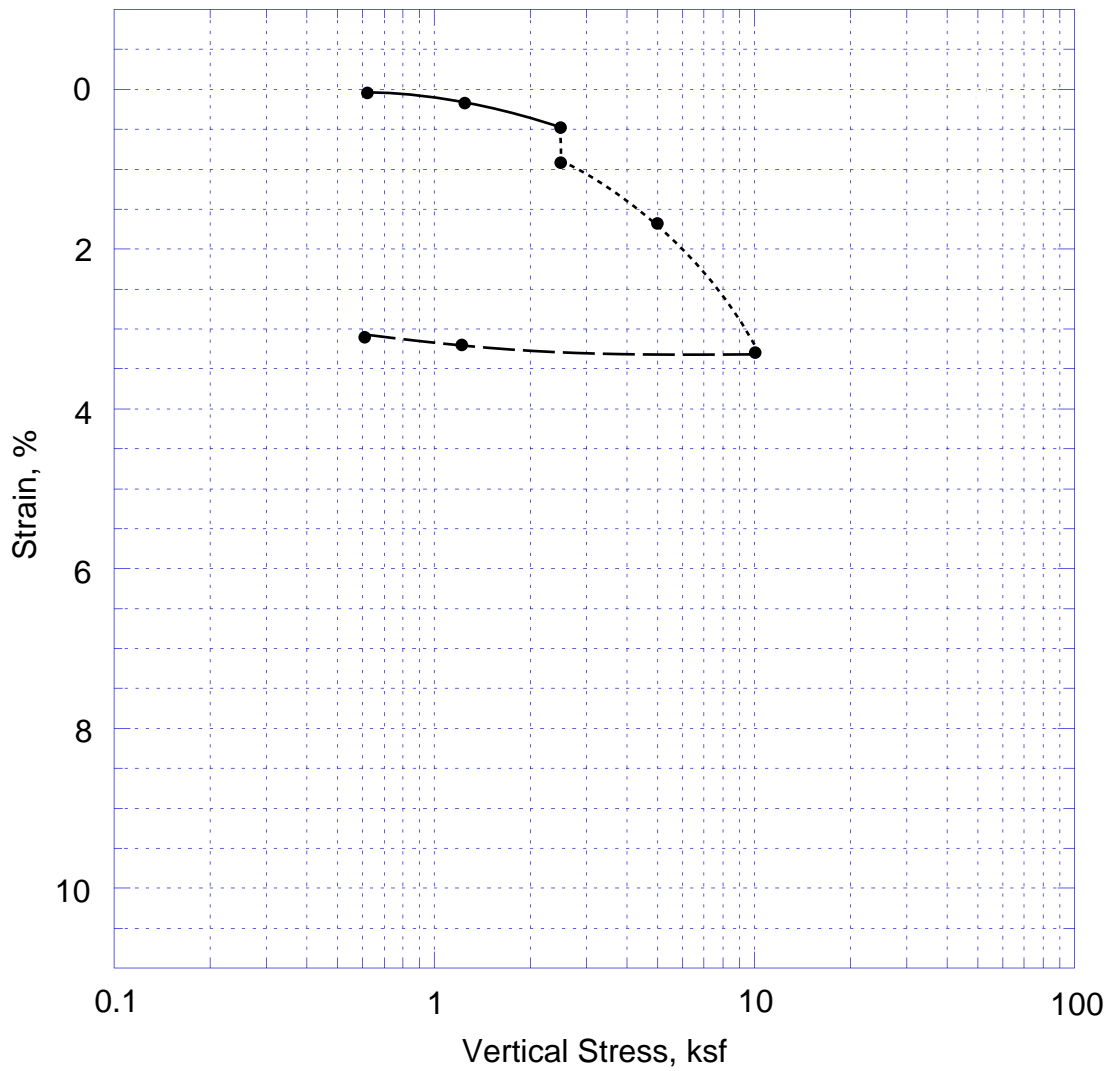
**Consolidation Test Results**

**OCFA Fire Station 49  
Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: B-1**

**Soil Consolidation**  
**B-2 at 5'**



- Sample loaded @ field moisture
- ..... Sample Saturated
- - - - - Sample Tested Under Rebound Loading



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San Diego, CA 92128  
Phone: 858.391.8530

**Consolidation Test Results**

**OCFA Fire Station 49**  
**Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: B-2**



## Appendix C

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Site Photos

*Prepared by VO Engineering*



P-1



P-2



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San Diego, CA 92128  
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## Site Photos

**OCFA Fire Station 49**  
**Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: C-1**

P-3



P-4



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San Diego, CA 92128  
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## Site Photos

**OCFA Fire Station 49**  
**Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: C-2**



P-5



P-6



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## Site Photos

**OCFA Fire Station 49**  
**Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: C-3**

P-7



P-8



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San Diego, CA 92128  
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## Site Photos

**OCFA Fire Station 49**  
**Laguna Niguel, CA**

**Project No.: V-0560-G**

**Figure No.: C-4**



## Appendix D

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Previous Geotechnical Information

*Prepared by Earth Research Associates*



## Earth Research Associates Inc.

December 8, 1987  
J.N. 180-86

Grading Permit No:  
86-143, 815

Site Address:  
31103 Street of the  
Golden Lantern

SHEA HOMES  
25601 Camino Los Padres  
Laguna Niguel, CA 92677

Attention: Mr. Eugene Murphy

Subject: Final Soils Engineering and Engineering Geologic  
Report, Rough Grading of Fire Station Site,  
Including Slope and Street Areas, Tract No. 12544,  
Laguna Niguel Area, County of Orange, California.

- References:
- 1) Preliminary Soils Engineering and Engineering Geologic Investigation, Tentative Tract No. 12544, Colinas de Capistrano, Laguna Niguel, County of Orange, California; report by Earth Research Associates, Inc., dated January 13, 1986.
  - 2) Review of Revision No. 6 to Sheet 8 of Rough Grading Plans, Tentative Tract No. 12544, Colinas de Capistrano, Laguna Niguel, County of Orange, California; letter by Earth Research Associates, Inc., dated January 21, 1987.
  - 3) Additional Review of Revision No. 6 to Sheet 8 of Rough Grading Plans, Tentative Tract No. 12544, Colinas de Capistrano, Laguna Niguel, County of Orange, California; letter by Earth Research Associates, Inc., dated February 24, 1987.
  - 4) Geotechnical Report Review Sheet, County of Orange, dated March 20, 1987.

5) Response to Geotechnical Report Review Sheet, Revision No. 6 to Sheet 8 of Rough Grading Plans, Tentative Tract No. 12544, Colinas de Capistrano, Laguna Niguel, County of Orange, California; report by Earth Research Associates, Inc., dated April 1, 1987.

6) Response to Second Geotechnical Report Review Sheet, Revision No. 6 to Sheet 8 of Rough Grading Plans, Tentative Tract No. 12544, Colinas de Capistrano, Laguna Niguel, County of Orange, California; report by Earth Research Associates, Inc., dated April 30, 1987.

Gentlemen:

Submitted herewith is a summary of inspection and testing services provided by this firm during grading operations within the subject property. Conclusions and recommendations relative to the suitability of the grading for the programmed development and foundation recommendations for the proposed structures are presented.

#### REGULATORY COMPLIANCE

All processing of original ground and placement of fill under the purview of this report have been completed under the inspection of and with selective testing by Earth Research Associates, Inc., and are found to be in compliance with the Grading Code of the County of Orange, California. The completed work has been reviewed and is considered adequate for the construction now planned.

Our findings were made and recommendations prepared in conformance with generally accepted professional engineering practices, and no further warranty is implied nor made.

#### PURPOSE OF GRADING

1. The purpose of the grading operation was to develop building pad areas and access streets for a fire station and its parking area.

**Earth Research Associates Inc.**

2. Grading of the subject property began in June, 1986 and ended in October, 1987.

### ENGINEERING GEOLOGY

#### General

Geologic conditions exposed during the process were frequently inspected by our staff geologist.

#### Geologic Units

The entire site is underlain by recently placed compacted (afc) fill.

#### Landslide Removal

A portion of the slide mass has been removed in the bedrock landslide area within the fire station site and replaced as compacted fill under the guidelines prescribed following a canyon cleanout. Slide materials remaining are competent and buttressed by the canyon fill.

#### Natural Slope Stability

All natural slopes are considered grossly and surficially stable owing to the poorly bedded to massive nature of the bedrock materials, as well as the favorable geologic structure.

### SOILS ENGINEERING

#### Preparation of Existing Ground

1. Deleterious materials such as organic matter and debris were disposed of offsite prior to placing fill.
2. All loose, excessively wet and compressible materials were removed to competent natural ground or bedrock in areas to receive fill.

**Earth Research Associates Inc.**

3. Areas to receive fill were scarified and bladed to a depth of 12 inches, watered and mixed as required to achieve optimum moisture conditions, and were compacted to a minimum relative compaction of 90 percent using a sheepsfoot tamper.

#### Subdrains

Following canyon cleanouts, 4, 6 and 8-inch diameter perforated pipe subdrain systems were installed as shown on the enclosed grading plans. The subdrain systems consisted of plastic pipe (SDR-35ABS) embedded in a minimum of 9 square feet of filter material conforming to the "Gradation Specifications" listed on the project grading plans.

#### Fill Placement

1. Fill consisted of onsite materials having the below mentioned soil classifications. Fill materials were placed in lifts restricted to 6 inches in thickness, watered as required to achieve optimum moisture conditions, and were compacted to a minimum relative compaction of 90 percent using a 5x5 sheepsfoot tamper and wheel-rolling with loaded scrapers.
2. Fill placed on surfaces having a slope gradient steeper than 5:1 were keyed and benched into competent materials.
3. At the toe of fill slopes daylighting into native material, a minimum 15 foot wide key dropping one foot into the slope was cut into competent native materials.
4. In order to eliminate cut/fill transition zones within the building pad, the cut portion of the building area extending a minimum of 20.0 feet outside of building lines was over-excavated to a depth of 20.0 feet. (See enclosed plans.)

#### Field Testing

1. Field density tests were performed using the Sand Cone Method (ASTM: D-1556), or the Drive Tube Method (ASTM: D-2937). Test results are shown on Table I. Estimated locations of field density tests are shown on the enclosed grading plans prepared by Hunsaker & Associates.



2. Field density tests were taken at vertical intervals of approximately 2 feet.
3. Visual classification of earth materials in the field was the basis for determining which maximum density value to employ for a given density. Frequent one-point checks were performed to supplement visual classification.

#### Slopes

1. Compaction of the face of fill slopes was achieved by overfilling and trimming back, or by backrolling with a segment footed vibratory sheepsfoot.
2. All fill slopes are considered grossly and surficially stable and will remain so under normal conditions and maintenance.

#### Laboratory Testing

The laboratory maximum dry density and optimum moisture content for each of the major soil types was determined according to Test Method ASTM: D-1557-78. The following table presents the pertinent test values:

<u>Soil Type</u>	<u>Description</u>	<u>Optimum Moisture (%)</u>	<u>Maximum Dry Density (pcf)</u>
AA	Silty Clay (CL)	15.0	114
BB	Silty Clay (CL)	17.0	113
CC	Silty Clay (CL)	16.5	114
DD	Clayey Silt (CL)	17.0	112
EE	Clayey Silt (CL)	14.0	116
FF	Clayey Silt (CL)	17.0	114
GG	Gray Siltstone	20.0	109
HH	Sandy Silt (ML)	12.5	120
II	Sandy Silt (ML)	16.0	113
JJ	Clayey Silt (CL)	16.0	114
KK	Clayey Silt (CL)	16.0	116
LL	Clayey Silt (CL)	15.5	116
NN	Clayey Silt (CL)	13.5	111
NN	Clayey Silt (CL)	19.0	109
OO	Sandy Silt (ML)	15.0	118
PP	Clayey Silt (CL)	17.0	111

SHEA HOMES

December 8, 1987

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<u>Soil Type</u>	<u>Description</u>	<u>Optimum Moisture (%)</u>	<u>Maximum Density (pcf)</u>
QQ	Sandy Silt (ML)	16.0	114
RR	Unoxidized Siltstone	18.0	108
SS	Sandy Silt (ML)	15.0	115
TT	Sandy Silt (ML)	16.0	115
UU	Clayey Silt (CL)	16.5	112
VV	Silty Sand (SM)	12.0	120
WW	Sandy Silt (ML)	16.5	113
XX	Sandy Silt (ML)	15.0	116
YY	Silty Clay (CL)	18.5	115
ZZ	Sandy Silt (ML)	15.5	112
AAA	Silty Sand (SM)	14.0	114
BBB	Sandy Silt (ML)	15.5	113
CCC	Clayey Silt (CL)	17.0	113

Results of the expansion index tests and the expansion potential for soils per Table 29-C of the Uniform Building Code are as follows:

<u>Location</u>	<u>Expansion Index</u>	<u>Expansion Potential</u>
Fire Station	107	High
Fire Station	98	High

#### FOUNDATION DESIGN PARAMETERS

##### Expansive Soil Conditions

Owing to the expansive nature of onsite soils, foundations will require sufficient reinforcement to minimize the potential for post construction expansion of soils. When plans for the proposed construction of the fire station are prepared, they should be reviewed by this office with regard to reinforcement of footings and slabs on-grade.

Earth Research Associates Inc.

Soluble Sulfates

Representative samples of near surface soils were obtained for chemical analysis. The concentration of water soluble sulfates was determined for these samples. Test results are as follows:

<u>Location</u>	<u>Sulfate (%)</u>
Fire Station	.174
Fire Station	.216

Based on the above test results, surface soils within the subject lots contain greater than one-tenth of one percent soluble sulfate content. Consequently, Type V cement should be used for concrete construction on-grade within all building pads.

Settlement

Six surface settlement monuments were installed in deep fill areas at the completion of rough grading (see enclosed plans). Survey readings of these monuments (copy attached) indicate that post-grading settlement is essentially completed. Construction may proceed within the site.

Lateral Pressures

1. If native backfill materials are used, the active earth pressures to be utilized for retaining wall design, provided they are free-draining, may be computed as an equivalent fluid having a density of 35 pounds per cubic foot when the slope of the backfill behind the wall is level, and 48 pounds per cubic foot when the backfill slope is 2:1. An appropriate increase for hydrostatic pressure should be made wherever necessary. If nonexpansive backfill is used, the active earth pressure to be utilized for retaining wall design may be computed as an equivalent fluid having a density of 30 pounds per cubic foot for a level backfill, and 43 pounds per cubic foot for a backfill having a slope ratio of 2:1. An appropriate increase for hydrostatic pressure

should be made wherever necessary. Nonexpansive materials should be placed a minimum distance behind the wall equivalent to one-half the height of the wall.

2. Passive earth pressure may be computed as an equivalent fluid having a density of 250 pounds per cubic foot, with a maximum earth pressure of 2000 pounds per square foot.
3. An allowable coefficient of friction between soil and concrete of 0.4 may be used with the dead load forces.
4. When combining passive pressure and frictional resistance, the passive pressure component should be reduced by one-third.
5. Retaining walls should be waterproofed and weep holes, or a pipe and gravel system should be provided in order to allow for drainage.

#### POST GRADING CRITERIA

##### Trench and Retaining Wall Backfill

1. Utility trench and retaining wall backfill shall be placed to the following standard: 90 percent of the laboratory standard if native materials are used as backfill.
2. As an alternate, clean sand having a sand equivalent value greater than 30 may be utilized and jetted or flooded into place. No specific relative compaction will be required. However, inspection, probing, and if deemed necessary, testing shall be required.

##### Additional Grading

The project soils engineer shall be notified prior to any fill placement, regrading of the site, or backfilling of trenches after rough grading has been completed.

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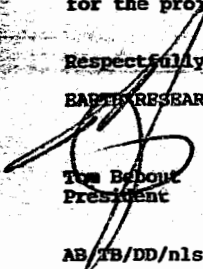
SHEA HOMES

December 8, 1987  
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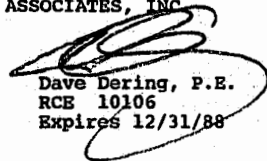
This report is subject to review by the controlling authorities  
for the project.

Respectfully submitted,


EARTH RESEARCH ASSOCIATES, INC.



Tom Babout  
President



Dave Dering, P.E.  
RCE 10106  
Expires 12/31/88



Allen Bell, CEG 936  
Engineering Geologist

AB/TB/DD/nls

Earth Research Associates Inc.



TABLE I  
FIELD DENSITY TEST SUMMARY

<u>Date of Test</u>	<u>Test No.</u>	<u>Location</u>	<u>Elev. (ft.)</u>	<u>Moist. (%)</u>	<u>Unit Wt. Lbs./Cu.Ft.</u>	<u>% Rel. Comp.</u>	<u>Soil Type</u>
6/24/86	188	Fire Station	342	23.5	101.3	87	EE**
	189	" "	345	22.7	103.7	89	EE**
	190	" "	346	20.5	104.3	90	EE**
	191	" "	350	23.5	101.6	88	EE**
	192	" "	340	23.7	101.0	87	EE**
6/26/86	193	" "	361	20.4	110.0	97	CC
	194	" "	363	19.0	111.0	98	BB
	195	" "	353	13.6	97.4	86	BB*
	196	" "	359	16.0	101.9	90	BB
	197	" "	357	16.0	105.3	93	BB
	198	" "	365	16.0	103.0	91	BB
	199	" "	366	13.9	106.4	93	AA
	200	" "	354	14.9	104.7	93	BB
	201	" "	RT #195	12.3	112.2	98	AA
	202	" "	371	8.6	104.8	92	AA
	203	" "	368	7.5	106.2	93	CC
6/27/86	204	" "	368	11.1	107.1	94	AA
	205	" "	369	8.6	107.4	94	AA
	206	" "	358	17.6	104.9	92	AA
	207	" "	357	11.1	102.2	90	BB
	208	" "	362	14.9	105.5	93	AA
	209	" "	361	16.2	102.0	90	BB
	210	" "	372	12.4	103.7	91	AA
6/30/86	211	" "	370	14.9	104.4	92	AA
	212	" "	367	16.3	101.4	90	BB
	213	" "	368	19.0	108.2	93	EE
	214	" "	366	14.9	102.3	91	BB
	215	" "	344	12.3	101.7	90	BB
	216	" "	345	14.3	101.5	90	BB
	217	" "	339	14.9	102.3	91	BB
	218	" "	373	12.3	99.8	88	AA*
	219	" "	374	14.9	101.9	90	BB
	220	" "	377	12.3	105.6	91	EE
	221	" "	RT #218	13.6	107.8	93	KK
	222	" "	366	14.9	103.4	91	AA
	223	" "	367	11.1	103.2	90	AA
7/01/86	224	" "	367	14.9	102.6	91	BB
	225	" "	368	17.6	101.6	90	BB
	226	" "	369	19.0	107.9	93	KK
	227	" "	370	12.3	102.0	90	BB
	228	" "	382	16.3	102.1	90	BB
	229	" "	382	13.6	100.0	92	GG

TABLE I  
FIELD DENSITY TEST SUMMARY

<u>Date of Test</u>	<u>Test No.</u>	<u>Location</u>	<u>Elev. (ft.)</u>	<u>Moist. (%)</u>	<u>Unit Wt. Lbs./Cu.Ft.</u>	<u>% Rel. Comp.</u>	<u>Soil Type</u>
7/01/86	230	Fire Station	383	16.3	99.9	92	GG
	231	" "	383	17.6	110.9	95	GG
	232	" "	379	11.5	100.7	90	DD
	233	" "	376	8.8	106.9	92	GG
	234	" "	379	16.3	97.0	84	GG
	235	" "	RT #234	17.0	103.9	90	GG
	236	" "	374	16.3	103.1	90	AA
	237	" "	375	14.9	104.2	91	AA
	238	" "	375	16.3	103.8	91	AA
	239	" "	375	17.6	106.8	92	GG
	240	" "	374	19.0	105.0	91	GG
	241	" "	377	14.9	107.9	93	GG
	242	" "	378	16.3	98.2	85	GG
	243	" "	386	17.6	108.2	93	GG
	244	" "	385	14.9	103.2	91	AA
	245	" "	387	12.7	97.9	87	AA
	246	" "	387	13.0	99.2	87	AA
7/02/86	247	" "	RT #242	13.7	103.1	90	AA
	248	" "	RT 245 & 246	13.6	99.6	87	AA
	249	Fire Station	386	12.4	97.9	86	AA
	250	" "	382	12.4	97.0	85	AA
	251	" "	384	13.6	96.0	84	AA
	252	" "	385	8.7	99.3	87	GG
	253	" "	RT #248	13.6	107.0	94	GG
	254	" "	RT #249	17.6	104.5	92	GG
	255	" "	RT #250	16.3	97.7	90	GG
	256	" "	RT #251	13.5	102.7	90	GG
	257	" "	RT #252	17.6	109.0	94	GG
	258	" "	381	13.6	109.1	94	GG
	259	" "	383	14.9	103.2	91	GG
	260	" "	384	16.3	105.2	92	GG
	261	" "	377	16.3	109.6	95	GG
	262	" "	378	20.5	103.2	91	GG
7/03/86	263	" "	400	16.3	98.0	86	GG
	264	" "	RT #263	19.0	108.2	95	GG
	265	" "	385	22.0	102.1	90	GG
	266	" "	386	17.6	105.9	93	GG
	267	" "	391	16.3	111.7	96	GG
	268	" "	390	22.0	105.4	92	GG
	269	" "	398	14.9	104.7	92	GG
	270	" "	398	16.3	103.9	91	GG
	271	" "	383	17.6	110.1	95	GG
7/07/86							

TABLE I  
FIELD DENSITY TEST SUMMARY

<u>Date of Test</u>	<u>Test No.</u>	<u>Location</u>	<u>Elev. (ft.)</u>	<u>Moist. (%)</u>	<u>Unit Wt. Lbs./Cu.Ft.</u>	<u>% Rel. Comp.</u>	<u>Soil Type</u>
7/07/86	272	Fire Station	384	20.5	105.8	91	KK
	273	" "	383	17.6	109.9	95	KK
	284	" "	382	22.0	106.6	92	KK
	275	" "	396	20.5	105.5	91	KK
	276	" "	397	17.6	103.1	90	JJ
	277	" "	394	20.5	104.1	90	KK
7/08/86	278	" "	393	16.3	105.9	91	KK
	279	" "	401	13.6	101.9	89	JJ*
	280	" "	402	13.6	101.3	89	JJ*
	281	" "	398	17.6	107.1	92	KK
	282	" "	399	19.0	107.6	93	KK
	283	" "	396	13.6	101.5	89	JJ*
	284	" "	397	12.4	98.9	87	JJ*
	285	" "	394	17.6	109.8	95	KK
	286	" "	395	17.6	111.2	96	KK
	287	" "	393	17.6	111.2	96	KK
	288	" "	394	14.9	102.6	90	JJ
	289	" "	389	17.6	112.3	97	KK
	290	" "	390	16.3	110.4	95	KK
	291	" "	RT #279	19.0	108.8	94	KK
	292	" "	RT #280	16.3	109.5	94	KK
	293	" "	RT #283	13.6	103.8	91	JJ
	294	" "	RT #284	16.3	106.4	93	JJ
7/09/86	303	Canyon Bottom	373	13.6	98.2	86	CC**
	304	Canyon Bottom	370	22.0	103.0	90	CC**
7/10/86	306	Fire Station	387	13.6	109.4	94	KK
	307	" "	388	17.6	104.3	90	KK
	319	" "	395	22.0	105.1	91	KK
	320	" "	394	23.5	104.0	90	KK
7/11/86	321	" "	396	23.5	101.9	90	II
	322	" "	395	20.5	107.3	93	KK
	323	" "	394	20.5	103.7	91	JJ
	324	" "	393	17.6	108.4	93	KK
7/14/86	328	" "	399	22.0	104.0	90	KK
	329	" "	400	13.6	106.7	92	KK
	330	" "	400	16.3	106.4	92	KK
	331	" "	401	19.0	111.2	96	KK
	332	" "	400	14.9	109.1	94	KK
	333	" "	404	17.6	107.5	93	KK
	334	" "	401	14.9	106.6	94	JJ
	335	" "	401	14.9	107.9	95	JJ
	336	" "	402	17.6	106.9	94	JJ

TABLE 1  
FIELD DENSITY TEST SUMMARY

<u>Date of Test</u>	<u>Test No.</u>	<u>Location</u>	<u>Elev. (ft.)</u>	<u>Moist. (%)</u>	<u>Unit Wt. Lbs./Cu.Ft.</u>	<u>% Rel. Comp.</u>	<u>Soil Type</u>
7/14/86	337	Fire Station	401	16.3	105.0	92	JJ
	338	" "	401	17.6	105.9	93	JJ
	339	" "	403	19.0	107.3	94	JJ
	340	" "	403	19.0	107.3	94	JJ
	341	" "	404	20.5	106.7	94	JJ
	342	" "	405	19.0	107.9	95	JJ
	343	" "	406	19.0	109.7	96	JJ
	344	" "	407	17.6	105.9	93	JJ
	355	" "	408	16.3	105.9	93	JJ
	356	" "	409	17.6	108.6	95	JJ
7/15/86	357	" "	410	19.0	106.6	94	JJ
	358	" "	408	18.5	107.1	94	JJ
	359	" "	409	19.3	108.0	95	JJ
	360	" "	410	17.9	106.9	94	JJ
	361	" "	408	16.3	106.1	93	JJ
	362	" "	409	14.9	106.1	93	JJ
	374	" "	402	11.0	104.9	92	JJ
	375	" "	404	13.6	103.6	90	JJ
	376	" "	418	17.6	102.6	90	JJ
	377	" "	416	19.0	103.4	91	JJ
7/16/86	384	" "	404	13.0	102.6	90	JJ
	387	" "	405	17.6	100.3	90	DD
	388	" "	406	15.0	107.3	96	DD
	389	" "	421	17.6	97.8	90	GG
	390	Slope Face	385	17.0	107.3	93	KK
	391	Fire Station	420	16.3	98.2	87	DD*
	392	" "	418	15.2	99.6	89	DD*
	393	" "	415	18.9	105.6	93	JJ
	394	" "	RT #391	21.6	103.3	92	DD
	395	" "	RT #392	19.1	104.5	92	DD
7/17/86	400	" "	379	17.0	102.6	90	JJ
	401	" "	367	16.3	102.5	90	JJ
	404	" "	372	15.2	108.0	93	KK
	412	" "	380	19.0	102.6	90	JJ
	413	" "	379	20.5	105.8	91	KK
	417	" "	386	20.5	93.9	86	GG*
	418	" "	RT #417	13.6	97.9	90	GG
	422	" "	382	16.3	104.4	92	CC
	423	" "	386	22.0	104.6	92	CC
	424	" "	387	16.3	103.7	91	CC
7/18/86	426	" "	388	17.6	105.9	93	CC
	427	" "	387	16.3	101.3	90	DD

TABLE I

FIELD DENSITY TEST SUMMARY

<u>Date of Test</u>	<u>Test No.</u>	<u>Location</u>	<u>Elev. (ft.)</u>	<u>Moist. (%)</u>	<u>Unit Wt. Lbs./Cu.Ft.</u>	<u>% Rel. Comp.</u>	<u>Soil Type</u>
7/21/86	428	Fire Station	387	13.6	102.5	90	CC
	429	" "	388	16.3	104.6	92	CC
	430	" "	389	17.6	104.2	91	CC
	431	" "	388	16.3	103.2	91	CC
	458	" "	388	16.3	102.8	90	CC
7/22/86	459	" "	388	13.6	105.9	91	KK
	460	" "	389	22.0	103.6	91	CC
	461	" "	389	16.3	104.8	92	CC
	465	" "	391	19.0	104.8	92	CC
	466	" "	390	16.3	107.1	94	CC
	467	" "	389	20.5	98.6	88	DD*
	468	" "	389	14.9	97.0	87	DD*
	469	" "	390	17.6	99.0	88	DD*
	470	" "	390	17.6	100.8	90	DD
	471	" "	390	22.0	101.6	91	DD
	472	" "	RT #467	17.6	102.1	91	DD
	473	" "	RT #468	16.3	101.5	91	DD
	474	" "	RT #469	16.3	101.1	90	DD
	475	" "	391	17.6	102.7	92	DD
	476	" "	389	17.6	103.1	90	CC
	477	" "	390	16.3	104.2	91	CC
	478	" "	390	17.6	103.1	90	CC
	479	" "	390	14.9	103.4	90	CC
7/23/86	480	" "	392	17.6	106.4	93	CC
	481	" "	392	16.3	102.5	90	CC
	484	" "	391	17.6	102.9	92	DD
	485	" "	391	16.5	109.7	94	KK
	488	" "	393	17.8	108.8	94	KK
	489	" "	393	16.3	109.7	94	KK
	490	" "	392	16.5	108.7	94	KK
	491	" "	392	15.1	112.0	96	KK
	492	" "	395	14.0	109.9	94	KK
	493	" "	394	15.1	108.8	93	KK
	494	" "	378	17.7	104.1	90	KK
	495	" "	380	19.1	104.5	90	KK
	496	" "	395	17.0	104.9	90	KK
	497	" "	392	16.3	107.4	93	KK
	498	" "	392	14.9	99.4	91	DD
	502	" "	391	17.6	109.9	95	KK
	503	" "	381	17.6	98.0	90	GG
	504	" "	381	19.0	99.8	92	GG
	505	" "	382	19.0	101.7	91	DD

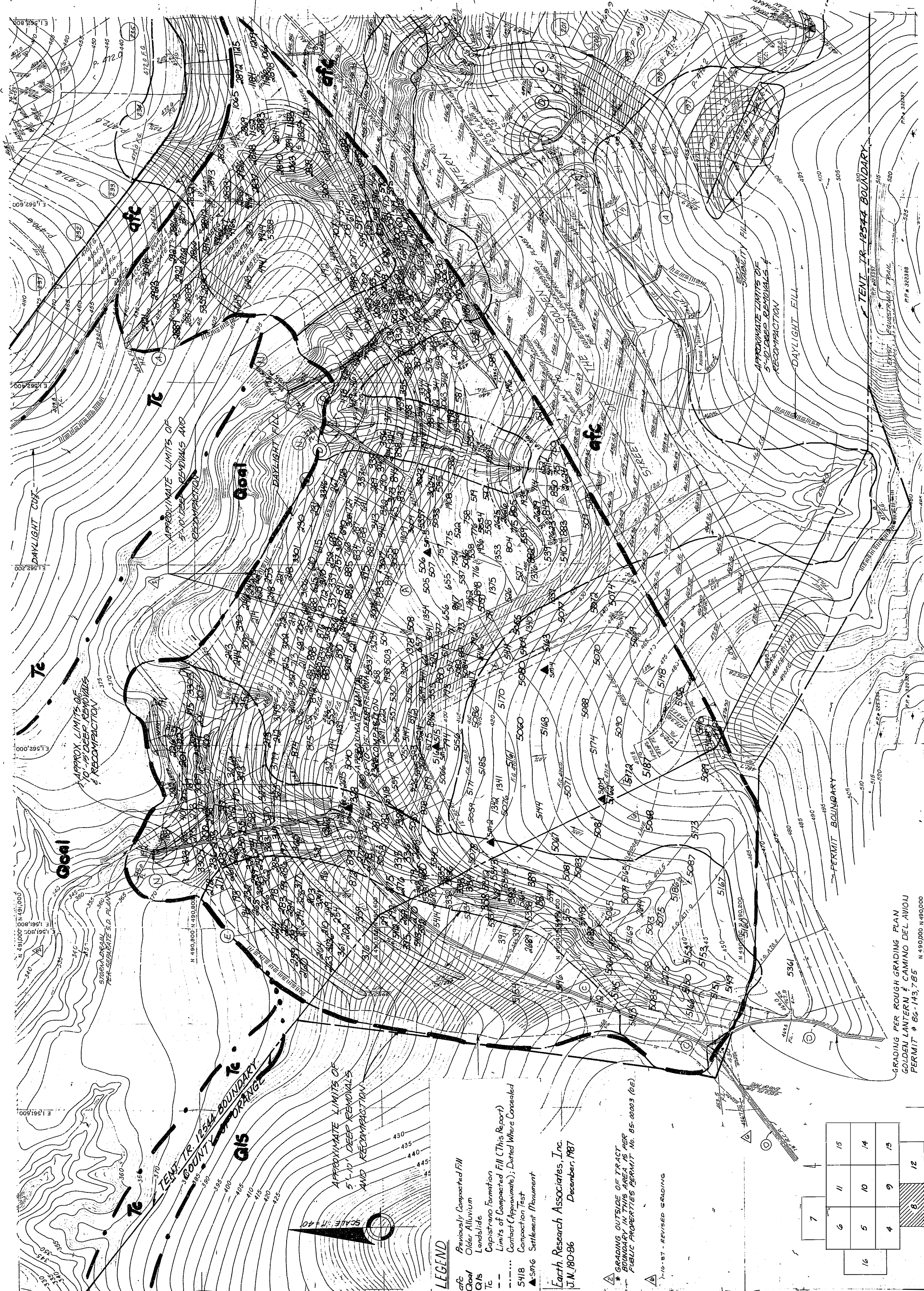


MATCH TO SHEET No- 4

MATCH TO SHEET No. 12

ROUGH GRADING PLAN  
TENTATIVE TRACT 12544

SHEET No 8 OF 16 SHEETS



GRADING PER ROUGH GRADING PLAN  
GOLDEN LANTERN & CAMINO DEL AVION  
PERMIT # 86-143,785  
N 490,000 N 490,000

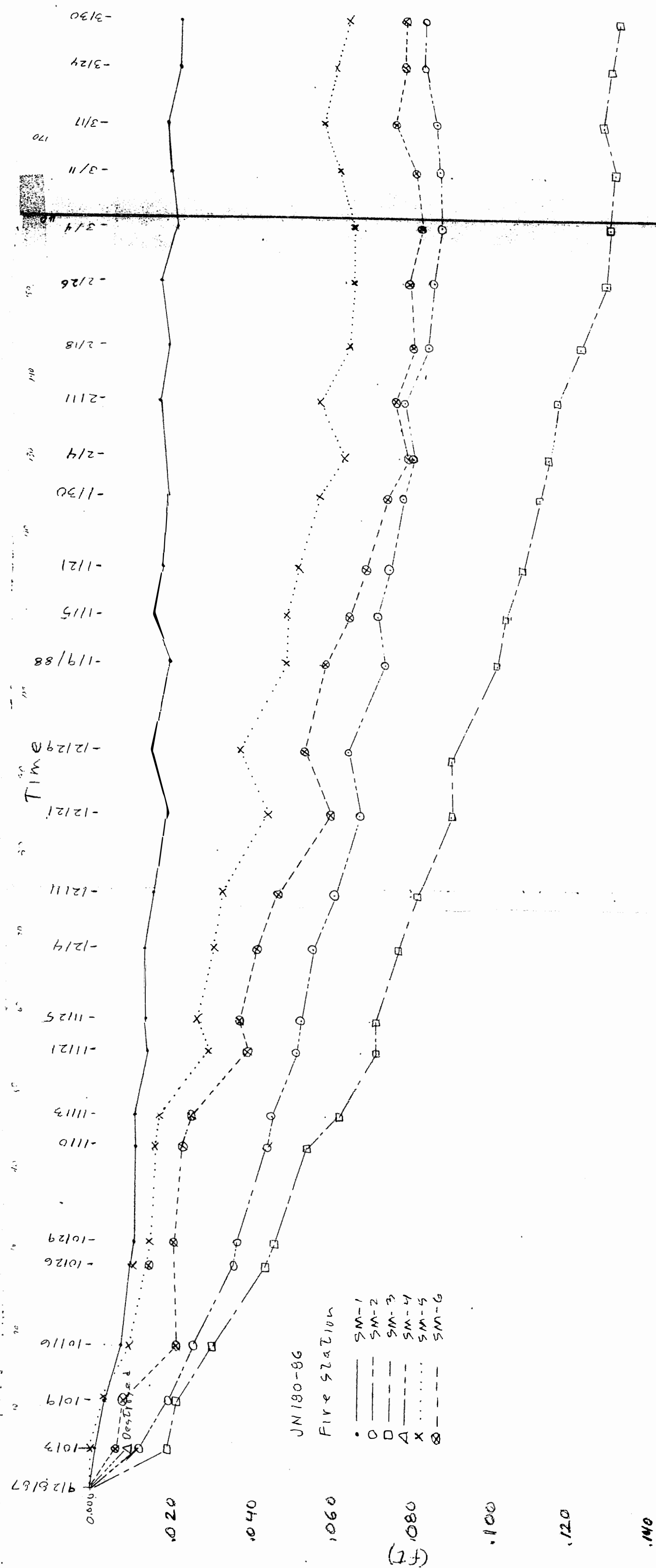
A 3x3 grid with numbers 1-16 and one shaded cell. The numbers are arranged as follows:

7	6	15
	5	14
16	4	13

The cell containing the number 8 is shaded with diagonal lines. The number 12 is located to the right of the shaded cell.



Earth Research Associates, Inc  
 JN 180-86  
 Dec. 1987



## Appendix E

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Information About Your Geotechnical Engineering Report

*Prepared by ASFE*



# Important Information About Your Geotechnical Engineering Report

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*The following information is provided to help you manage your risks.*

## **Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects**

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

## **Read the Full Report**

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## **A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors**

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## **Subsurface Conditions Can Change**

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

## **Most Geotechnical Findings Are Professional Opinions**

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## **A Report's Recommendations Are *Not* Final**

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual



subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

## **A Geotechnical Engineering Report Is Subject to Misinterpretation**

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

## **Do Not Redraw the Engineer's Logs**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

## **Give Contractors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time to perform additional study.* Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

## **Read Responsibility Provisions Closely**

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

## **Geoenvironmental Concerns Are Not Covered**

The equipment, techniques, and personnel used to perform a *geoenvironmental study* differ significantly from those used to perform a *geotechnical study*. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

## **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

## **Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you ASFE-member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: [info@asfe.org](mailto:info@asfe.org) [www.asfe.org](http://www.asfe.org)

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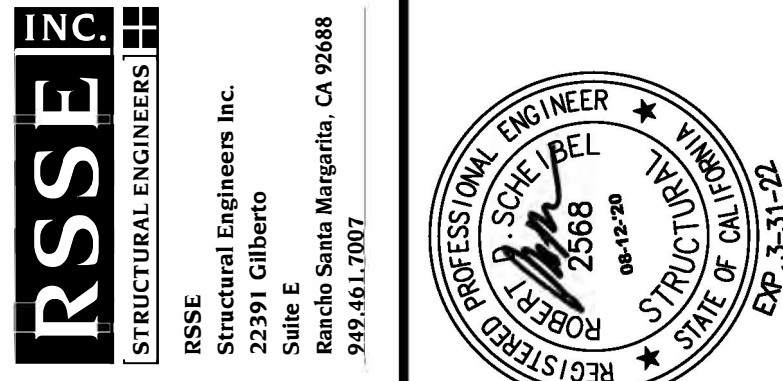
**5B: RSSE Structural Engineers Drawings**



**OCFA FIRE STATION 49: APPARATUS BAY SLAB REPAIR**

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**31461 GOLDEN LANTERN STREET, LAGUNA NIGUEL, CA 92677**

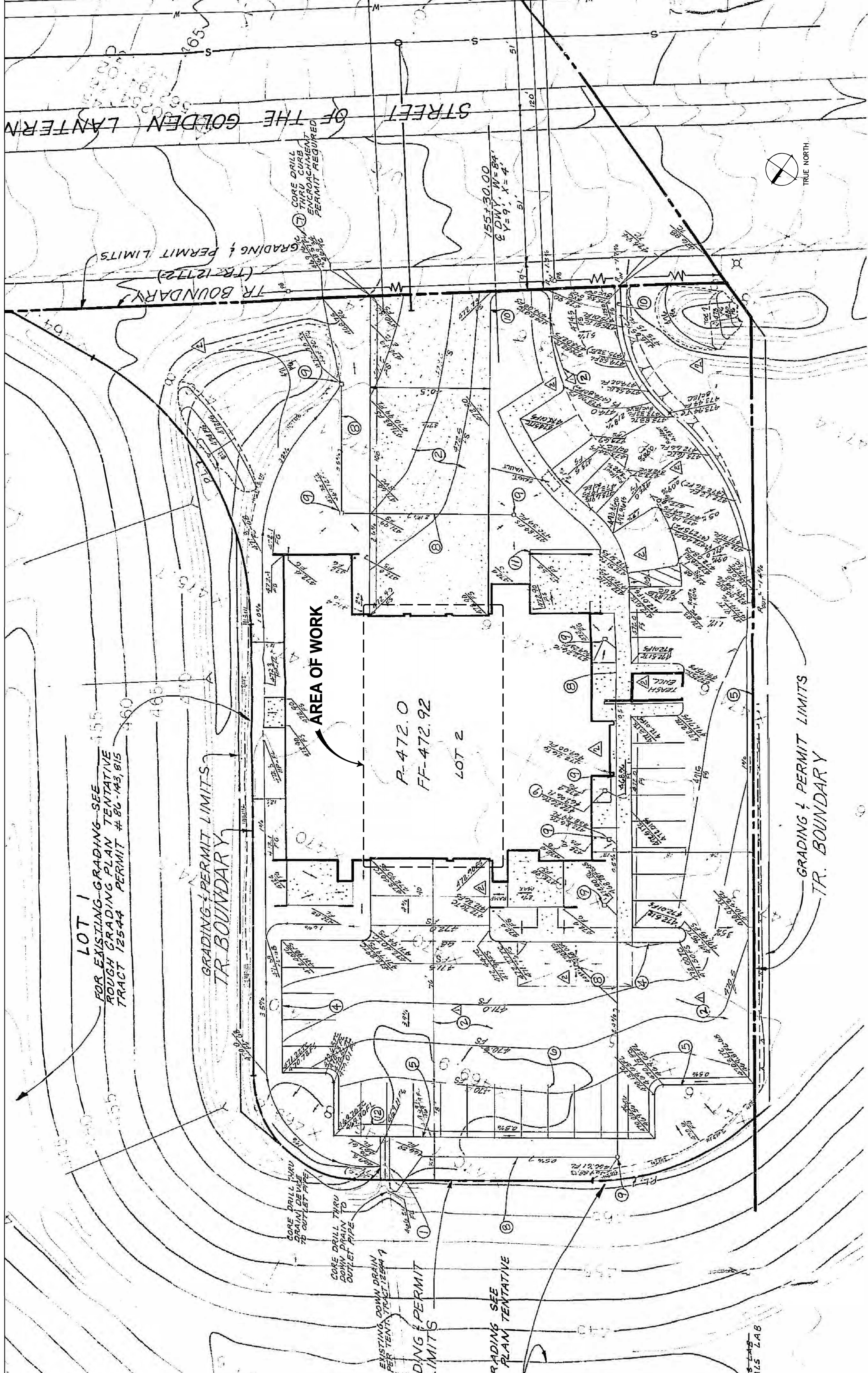


ORANGE COUNTY  
FIRE AUTHORITY



PROJECT: ORANGE COUNTY  
FIRE STATION 49:  
APPARATUS BAY  
SLAB REPAIR  
31461 GOLDEN LANTERN  
LAGUNA NIGUEL, CA 92653

NO.	DESCRIPTION	DATE
TITLE:		
TITLE SHEET		
SITE PLAN		
JOB NO: 20101		DWG. NO:
DATE: 08/12/20		
SCALE:		11



## SITE PLAN

## PROJECT INFORMATION

**GENERAL NOTES**

1. ALL WORK SHALL CONFORM TO APPLICABLE CURRENT FEDERAL, STATE AND LOCAL CODES. THE CONTRACTOR SHALL PROVIDE FOR ALL REQUIRED NOTIFICATION OF AND COORDINATION WITH CITY AND STATE AGENCIES, OBTAINING THE REQUIRED PERMITS.
2. THE CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO STARTING WORK. ALL DIMENSIONS OF EXISTING CONDITIONS ON DRAWINGS ARE INTENDED AS GUIDELINES AND MUST BE FIELD VERIFIED. DO NOT SCALE DRAWINGS. USE WRITTEN DIMENSIONAL REPORT ANY DIMENSIONAL DISCREPANCIES TO CORRECTED DIMENSIONS. CONTRACTOR SHALL ALSO COORDINATE THE WORK WITH THE WORK OF ALL OTHER TRADES.
3. OMISSIONS MADE IN THESE DRAWINGS AND SPECIFICATIONS WHICH IS NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS OR SPECIFICATIONS OR WHICH IS CUSTOMARY PERFORMANCE SHALL NOT RELIEVE THE CONTRACTOR FROM THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE DRAWINGS AS IF FULLY AND COMPLETELY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS.
4. A COMPLETE SET OF CONTRACT DOCUMENTS MUST BE KEPT AT THE JOB SITE AT ALL TIMES AND ANY CHANGES MUST BE NOTED THEREON AND INITIALED.
5. PATCH, REPAIR, OR REPLACE ALL WORK DAMAGED BY NEW CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN PROTECTIVE MEASURES THROUGHOUT THE PROJECT.
6. THE DROWEER HAS NO KNOWLEDGE OF HAZARDOUS MATERIALS ON THIS PROJECT. THE DROWEER CANNOT BE HELD LIABLE FOR ANY SUCH MATERIAL. ASBESTOS, LEAD, PAINT OR OTHER SIMILAR PRODUCT THAT MAY BE UNCOVERED IN THIS PROJECT. IF SUCH MATERIAL IS ENCOUNTERED, IT SHOULD BE STOPPED IMMEDIATELY AND APPROPRIATE WORKING ARRANGEMENTS FOR THE SAFE AND LEGAL REMOVAL OF SUCH MATERIALS BE REQUIRED.
7. THE GENERAL CONTRACTOR SHALL PROVIDE ALL PROTECTIVE MEASURES FOR THE SAFETY OF THE OCCUPANTS, PUBLIC, AND WORKERS DURING THE COURSE OF THE WORK.
8. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION AS REQUIRED FOR COMPLETION OF THE PROJECT. REMOVE ALL DEMOLISHED MATERIAL, NOT DESIGNED FOR REUSE FROM THE PREMISES.
9. CONTRACTOR SHALL PROVIDE FOR ALL WORK REQUIRED TO MAINTAIN COMPLIANCE WITH FIRE CODE.
10. CONTRACTOR SHALL PROVIDE A SAMPLE OF THE NEW ASPHALT SUB SURFACE FINISH WITH SEALER PRIOR TO COMMENCEMENT FOR OWNER'S APPROVAL.
11. CONTRACTOR SHALL PROVIDE PHOTOGRAPHIC RECORDING AND PRODUCT DATA FOR ENGINEER'S APPROVAL ON ALL SPRINKLER TIES, FIELD JOINTS, FITTINGS, AND VALVES.

**STORM WATER POLLUTION PREVENTION NOTES**

STORMWATER POLLUTION PREVENTION DEVICES AND PRACTICES SHALL BE INSTALLED AND/OR INSTITUTED AS NECESSARY TO ENSURE COMPLIANCE WITH THE CITY OF LAGUNA NIGUEL WATER QUALITY STANDARDS AND ANY APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE, INSPECTION AND/OR MONITORING TO ENSURE ADEQUATE AND PROPER FUNCTION THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THESE REQUIREMENTS.

COMPLIANCE TO THE WATER QUALITY STANDARDS AND ANY EROSION AND SEDIMENT CONTROL PLAN ASSOCIATED WITH THIS PROJECT INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING REQUIREMENTS:

1. AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROL MEASURES (PMP) SHALL BE IMPLEMENTED TO PROTECT THE EXPOSED PORTIONS OF THE SITE FROM EROSION AND TO PREVENT SEDIMENT DISCHARGES.

2. SEDIMENTS AND OTHER POLLUTANTS SHALL BE RETAINED ON SITE UNTIL PROPERLY DISPOSED OF, AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINAGE, NATURAL DRAINAGE COURSES OR ANY OTHER MEANS.

3. STOCKPILES OF EXCAVATION AND OTHER CONSTRUCTION-RELATED MATERIALS SHALL BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND AND WATER FLOW.

4. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS SHALL BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM COLLAPSE AND LEAKS. TOXIC MATERIALS ARE TO BE STORED IN A SECURE MANNER. SPILLS SHALL NOT BE WASHED INTO THE DRAINAGE SYSTEM, NOR BE ALLOWED TO SETTLE OR INFILTRATE INTO SOIL.

5. EXCESS OR WASTE CONCRETE MAY NOT BE RETURNED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. EXCESS OR WASTE CONCRETE SHALL BE MADE TO RETURN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTES.

6. TRASH AND CONSTRUCTION SOLID WASTES SHALL BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSED BY WIND.

7. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICULAR TRAFFIC. THE CONSTRUCTION ENTRANCE ROWWAYS MUST BE STABILIZED SO AS TO PREVENT SEDIMENTS FROM BEING TRACKED DOWN BY PAVEMENT OR OTHER MEANS.

8. STORMWATER POLLUTION PREVENTION DEVICES AND/OR PRACTICES SHALL BE MODIFIED AS NEEDED AS THE

**OWNER:**  
ORANGE COUNTY FIRE AUTHORITY  
1 FIRE AUTHORITY ROAD  
IRVINE, CA 92602  
(714) 573-6000

PROJECT CONTACTS	
T1	TITLE SHEET, SITE PLAN
S1	STRUCTURAL GENERAL NOTES
S2	EXISTING FOUNDATION PLAN
S3	DEMOLITION PLAN, APPARATUS BAY
S4	FOUNDATION RECONSTRUCTION PLAN, APPARATUS BAY
S5	STRUCTURAL DETAILS
S6	STRUCTURAL DETAILS
S7	EXISTING ROOF FRAMING PLAN FOR REFERENCE

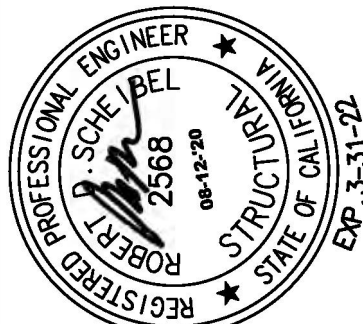
## GENERAL NOTES






## SHEET INDEX









1. DIMENSIONS SHOWN ARE APPROXIMATE.
2.  INDICATES EXISTING STRUCTURAL BEARING OR SHEAR WALLS 2' x 4' x 16" O.C.
3.  INDICATES EXISTING NON-STRUCTURAL WALLS 2' x 4' x 16" O.C.
4. REFER TO EXISTING ROOF FRAMING PLAN SHEET "11", INCULCATED FOR REFERENCE.
5. INFORMATION SHOWN HAS BEEN TAKEN FROM EXISTING BUILDING PLANS DATED JULY 1988. INFORMATION SHOWN HAS NOT BEEN FIELD VERIFIED.
6. EXISTING P/T CABLES ARE ¾" TENDONS WITH AN INSTALLED EFFECTIVE LOAD OF 13,800 LBS. EACH.
7.  INDICATES P/T CABLE TENSION END.
8.  INDICATES P/T CABLE DEAD END.
9. EXISTING CONCRETE SLAB IS 5" THICK (±2,450 PSI) WITH ¾" x 9" WIRE @ 20" KS.
10.  SHOWN DESIGN HAS BEEN REPRODUCED FROM LIMITED VISUAL SURVEY AND EXISTING DRAWINGS PROVIDED TO RESE STRUCTURAL ENGINEERS INC. BY OTHERS, DOES NOT NECESSARILY REPRESENT AS-BUILT CONDITIONS AND IS PROVIDED FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL INFORMATION SHOWN. THE CONTRACTOR SHALL ADVISE NEW CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONDITIONS VARY FROM THOSE SHOWN HEREON.



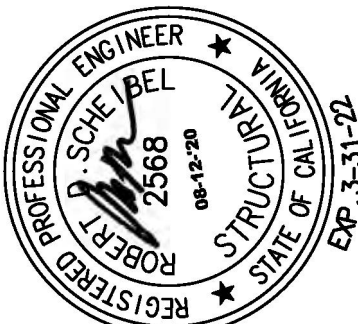
PROJECT: ORANGE COUNTY  
FIRE STATION 49:  
APPARATUS BAY  
SLAB REPAIR  
31461 GOLDEN LANTERN  
LAGUNA NIGUEL, CA 92653


NO.	DESCRIPTION	DATE
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## EXISTING FOUNDATION PLAN

JOB NO: 20101  
DATE: 08/12/20  
SCALE: AS NOTED





1.  INDICATES REMOVED APPARATUS BAY CONCRETE.
2. PRIOR TO THE START OF ANY DEMOLITION WORK, CONTRACTOR SHALL INVESTIGATE THE CONDITION OF THE EXISTING WASTES AND DRAIN LINES BY NON-DESTRUCTIVE METHODS, INCLUDING VIA CAMERA. THIS INVESTIGATION SHALL BE DONE FOR ALL LINES UNDER THE APPARATUS BAY SLAB, AND DEPENDING ON THE RESULT, IT MAY BE NECESSARY TO EXTEND THE INVESTIGATION TO THE ENTIRE BUILDING.

ALL NECESSARY SAFETY PROCEDURES AND OSHA REQUIREMENTS FOR POST-TENSION TENDON DE-TENSIONING SHALL BE FOLLOWED DURING OPERATIONS.

- ① CAREFULLY SAW-OUT AND REMOVE A 1'-6" STRIP OF CONCRETE NEAR GRID LINE "3" AND "4" WHILE PRESERVING THE EXISTING STEEL TENDONS RUNNING ACROSS THE APPARATUS BAY. THE TENDONS NEAR GRID LINE "3" ARE REMAINING. THE EXISTING REIN BEAM AND SECTION OF SLAB NOTED AS "BLOCK A".
- ② CAREFULLY DETACH THE POST-TENSION TENDONS CROSSING THE APPARATUS AREA IN THE EAST-WEST DIRECTION (LONGITUDINAL). AFTER DETENSIONING TENDONS, REMOVE "BLOCK A" WHILE PRESERVING EAST-WEST RUNNING TENDONS AT "BLOCK A" ZONE. THE REMAINING LENGTH OF RETRACTION OF EACH TENDON IN EACH DIRECTION THIS OPERATION SHALL BE PERFORMED PER THE SPECIAL INSPECTION NOTE IVC ON SHEET 51.
- ③ AFTER DETENSIONING TENDONS, REMOVE "BLOCK B" WHILE PRESERVING THE EXISTING REIN BEAM AND SECTION OF SLAB NOTED AS "BLOCK B".
- ④ CAREFULLY DETENSION THE POST-TENSION TENDONS CROSSING THE APPARATUS BAY IN THE NORTH-SOUTH DIRECTION (TRANSVERSE) WHILE PRESERVING A SUFFICIENT LENGTH OF TENDON TAIL TO ALLOW THE BUILDING WINGS TO THE NORTH AND SOUTH (DRAIN AND ADMIN AREAS) OF THE APPARATUS BAY. THE TENDONS NEAR GRID LINE "3" SHALL BE CUT SECOND (90-90) STEP. THE TENDONS NEAR GRID LINE "4" SHALL BE CUT SECOND (90-90) STEP.
- ⑤ THE LENGTH OF RETRACTION OF EACH TENDON NEAR GRID LINE "3" AND "4" IN EACH DIRECTION EXTENDING INTO THE REMAINING SLAB SECTION SHALL BE 12" MINIMUM. THE REMAINING SLAB SECTION SHALL BE RECONSTRUCTED USING REINFORCING STEEL.
- ⑥ AFTER DETENSIONING TENDONS, REMOVE "BLOCK C" WHILE PRESERVING POSSIBLE REMAINING TENDONS. THEN DETENSION THESE REMAINING NORTH-SOUTH RUNNING TENDONS AT "BLOCK B" ZONE.
- ⑦ AFTER DETENSIONING TENDONS, REMOVE "BLOCK D" WHILE PRESERVING THE LENGTH OF RETRACTION OF THESE TENDONS MUST ALSO BE RECORDED.
- THIS OPERATION SHALL BE PERFORMED PER THE SPECIAL INSPECTION NOTE IVC ON SHEET 51.
- REFER TO DETENSIONING SEQUENCE NOTES, DETAIL "3/58".
- ⑧ REMOVE APPARATUS BAY CONCRETE AND DETAIL "3/58".
- ⑨ REMAINING WALLS AND EXISTING PLACES THE EXISTING WINGS UNDER THE STEEL COLUMNS AND THE WALL PIER AT GRID LINE "3" AND "4", AND THE DRAIN LINES.
- ⑩ REMOVE THE UPPER 28" OF SOIL BENEATH THE PROPOSED NEW APPARATUS SLAB, SCARIFY THE UPPER 8" OF THE EXCAVATION, AND REINFORCE THE EXISTING SLAB WITH 1" REINFORCING BARS. WHILE PROCEEDING IN PLACE, THE EXISTING DRAIN AND SEWER LINES

PROJECT: ORANGE COUNTY  
FIRE STATION 49:  
APPARATUS BAY  
SLAB REPAIR  
31461 GOLDEN LANTERN  
LAGUNA NIGUEL, CA 92653

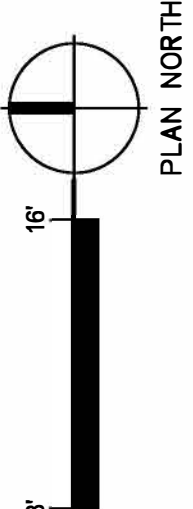
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# DEMOLITION PLAN APPARATUS BAY

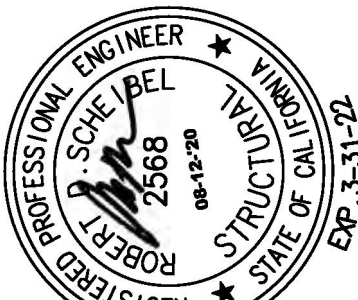
JOB NO: 20101  
DATE: 08/12/20  
SCALE: AS NOTED










**DEMOLITION PLAN AND  
P/T TENDON DE-TENSION PLAN**







NOTES:

1.  INDICATES AREA OF NEW WORK.
2.  INDICATES DOWNWARD SLOPE.
3.  INDICATES CONSTRUCTION OR CONTROL JOINT. SEE DETAIL "7/55".
4.  INDICATES DRAINAGE COURSE.
5.  INDICATES REQUIRED TENDON ELONGATION AT RE-STRESSING. NOT TO EXCEED 1.5% OF TENDON LENGTH. REVIEW IF REQUIRED ELONGATION IS NOT ATTAINED AT THE MAXIMUM JACKING FORCE OF 18.4 KIPS.
6.  INDICATES REPAIR OR REPLACE THE EXISTING. REPAIR/REPLACE PLUMBING, CONTRACTOR TO REPAIR AND/OR REPLACE THE OPERATOR'S BAY SLAB SUBSISTANCE WASTE LINES AND FLOOR DRAIN LINES INCLUDING MAKING SUE SUBSISTANCE WASTE LINES AND FLOOR DRAIN LINES TO THE NEW LINES AND INSTALLING THE NEW DRAIN CATCH SYSTEM.
7.  I, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE AND REPLACE EXISTING SITE PLANKWORK AT THE NORTH AND SOUTH WALLS (GRID 10 AND 11) AS NECESSARY TO ACCESS THE EXISTING POST-TENSION ANCHORAGES.

## RECONSTRUCTION AND P/T RE-TENSION STEPS: ("RECON STEP X")

ALL NECESSARY SAFETY PROCEDURES AND OSHA REQUIREMENTS FOR POST-TENSION TENDON RE-TENSIONING SHALL BE FOLLOWED DURING OPERATIONS. THIS OPERATION SHALL BE PERFORMED PER THE SPECIAL INSPECTION NOTE IV.C. ON SHEET S1.

4. PLACE A NEW 2" x 4" JOIST ABOVE BEAM ANCHOR BLOCS, NAIL THE REMAINING SLAB INTO EDGE OF THE EXISTING SLAB NEAR GRID LINES 3" AND 4" TO PROVIDE A NEW ANCHORING POINT FOR THE REMAINING POST-TENSION TENDON TAILS.
5. RE-TENSION THE EXISTING NORTH-SOUTH (TRANSVERSE) RUNNING TENDONS THAT RUN UNDER THE ADMIN AND DORM AREAS, OR REMOVE RE-TENDON, AND TENSION NEW TENDONS DEPENDING ON TIME MAY NOT BE POSSIBLE. AT THE TIME OF DEMOLITION, THIS STEP MAY NOT BE POSSIBLE.
6. RELOCATE DRAIN LINE LEADER LOCATIONS TO THE NEW TRENCH DRAIN INSTALLATION.
7. BACKFILL UNDER THE PROPOSED NEW APPARATUS SLAB WITH 24" OF GRANULAR FILL, COMPACTED IN 6" LIFTS, TO PROVIDE A FLAT AND RELATIVE COMPACT, WHILE PROTECTING IN PLACE DRAIN AND SEWER LINES.
8. CONSTRUCT A NEW 12" THICK CONCRETE REINFORCED SLAB AND TRENCH A NEW DRAIN SYSTEM WITH THE APPARATUS BAY.

ORANGE COUNTY  
FIRE AUTHORITY



PROJECT:

ORANGE COUNTY  
FIRE STATION 49:  
APPARATUS BAY  
SLAB REPAIR

NO.	DESCRIPTION	DATE
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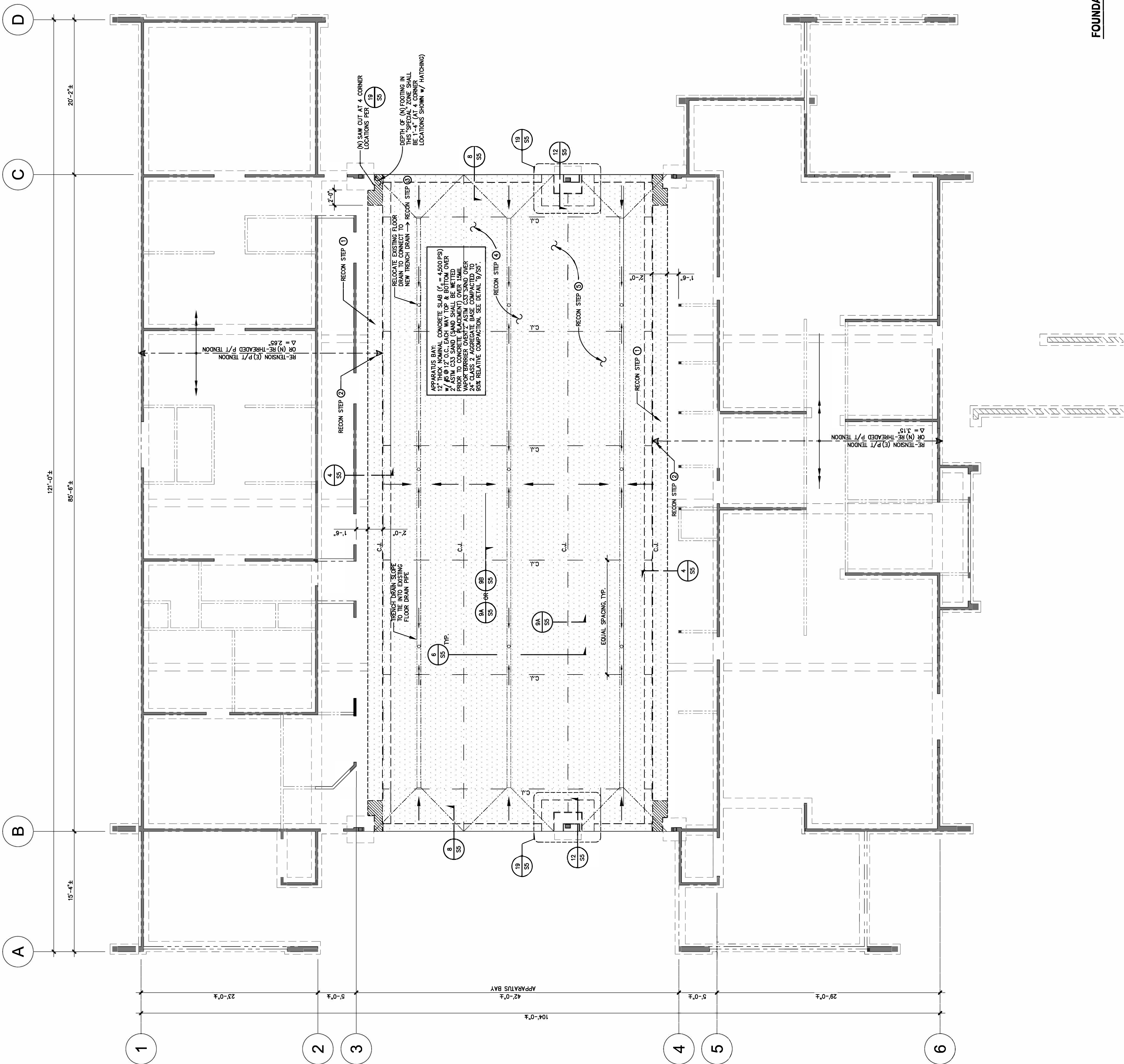
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FOUNDATION  
RECONSTRUCTION PLAN  
APPARATUS BAY

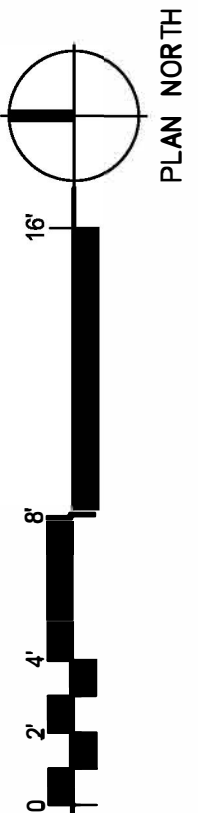
JOB NO: 20101 DWG. NO:

DATE: 08/12/'20

**\$4**



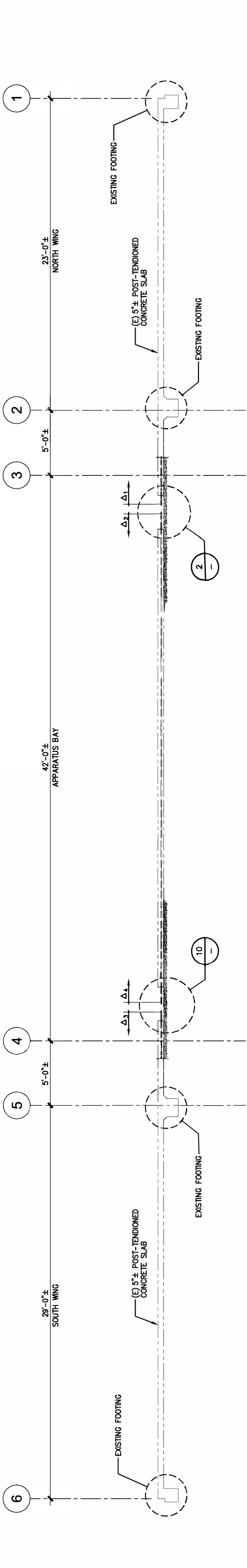
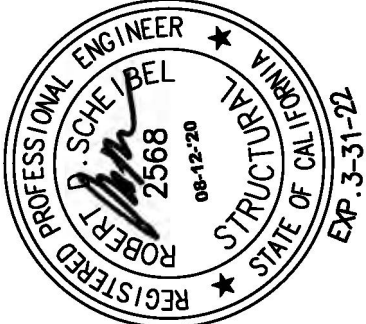
## FOUNDATION PLAN



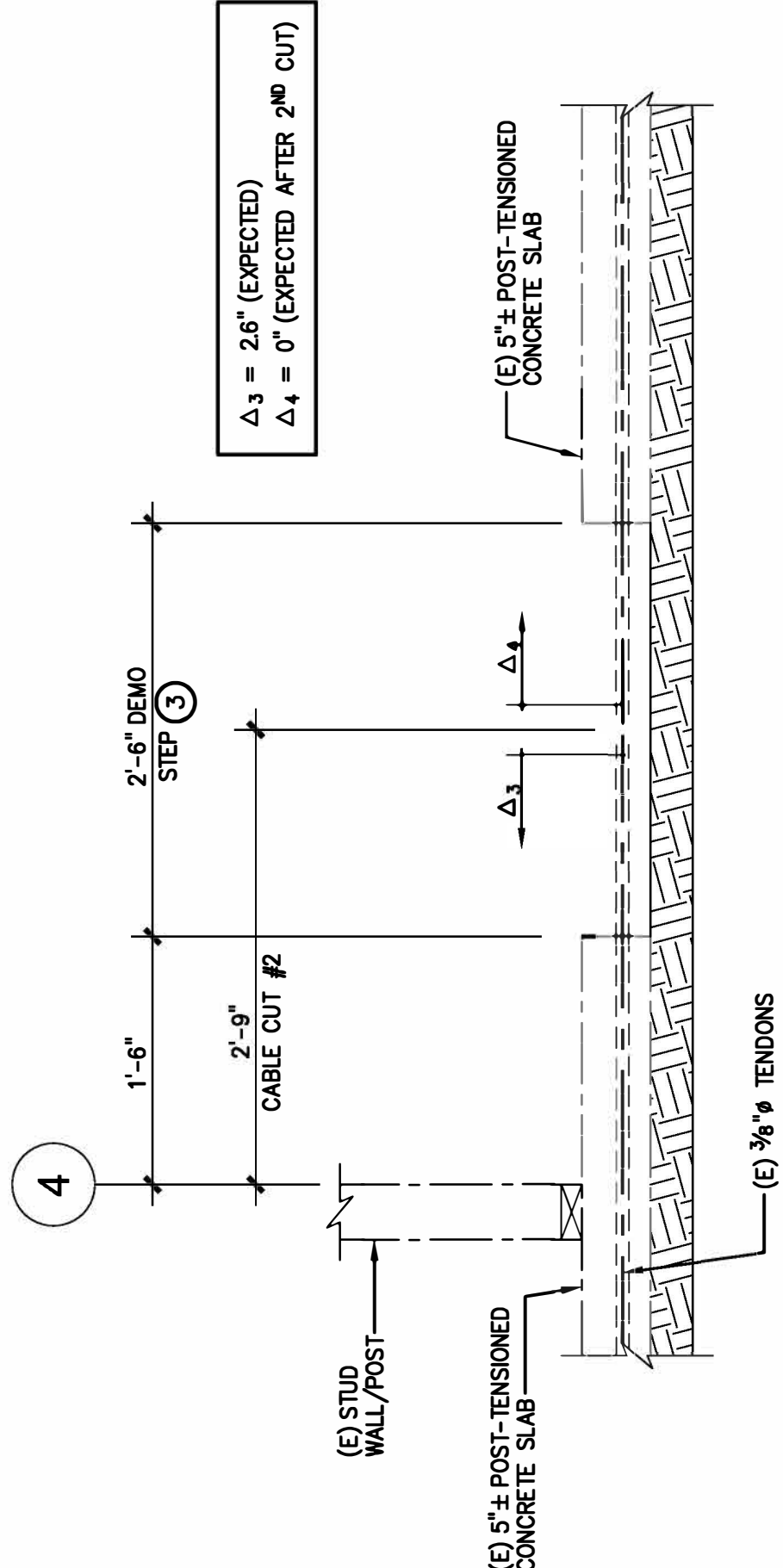




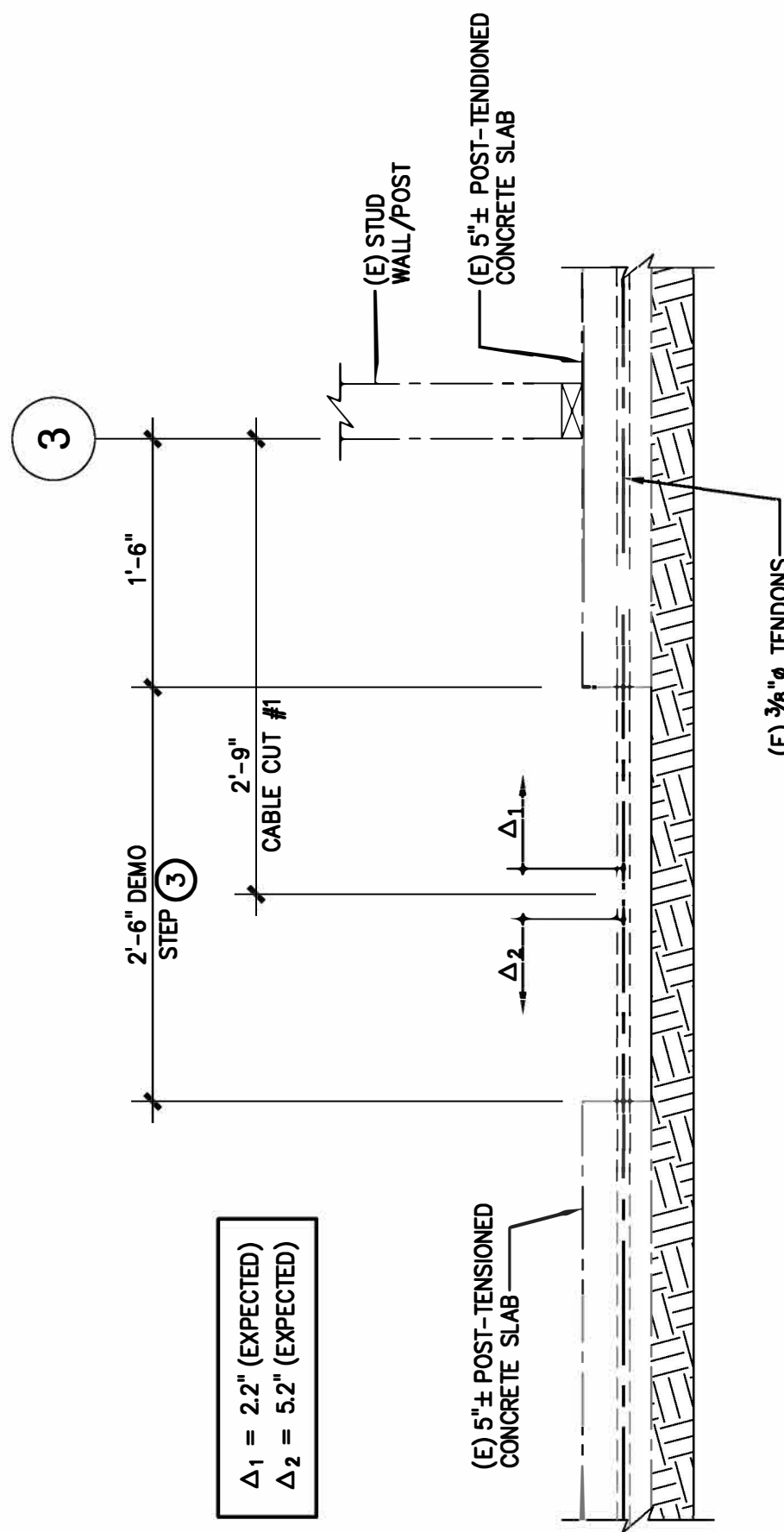




13 EXISTING TENDON DE-TENSION BUILDING SECTION



10 SLAB SECTION - SOUTH



2 SLAB SECTION - NORTH

TENDON DE-TENSIONING SEQUENCE

1. PRIOR TO DETENSIONING THE EXISTING POST-TENSIONING TENDONS, THE TENDONS RUNNING ACROSS THE SAW-OUT TRENCHES (DEMO STEPS 1 & 3) MUST BE IDENTIFIED IN A FIELD LOG.
2. SAFELY AND CAREFULLY CUT THE EXISTING POST-TENSIONING TENDONS RUNNING EAST-WEST ALONG THE APPARATUS FLOOR AT THE CENTER OF THE SAW-OUT TRENCH (DEMO STEP 2). BEFORE CUTTING THE TENDONS, PAINT MARKS SHOULD BE ADDED TO THE TENDONS TO MEASURE AND RECORD THE RETRACTION LENGTH. THE TENDONS MUST BE IDENTIFIED IN THE FIELD LOG AND NOTED AS "HAVING NO TENSION PRIOR TO CUTTING."
3. EXISTING POST-TENSIONING TENDONS RUNNING EAST-WEST ALONG THE APPARATUS FLOOR CUT AT THE CENTER OF THE SAW-OUT TRENCH (DEMO STEP 2) SHOULD RETRACT APPROXIMATELY 3.1" INTO THE SLAB ON EACH SIDE OF THE CUT. THESE TENDONS MUST BE MARKED AS "DETENSIONED" IN THE FIELD LOG.
4. EXISTING POST-TENSIONING TENDONS RUNNING EAST-WEST ALONG THE APPARATUS FLOOR CUT AT THE CENTER OF THE SAW-OUT TRENCH (DEMO STEP 2) SHOULD RETRACT APPROXIMATELY 3.1" INTO THE SLAB ON EACH SIDE OF THE CUT. THESE TENDONS MUST BE MARKED AS "DETENSIONED" IN THE FIELD LOG. SPECIAL CARE MUST BE GIVEN TO THESE TENDONS DURING DEMOLITION OF THE APPARATUS SLAB (DEMO STEP 6).
5. SAFELY AND CAREFULLY CUT THE EXISTING POST-TENSIONING TENDONS RUNNING NORTH-SOUTH ACROSS THE APPARATUS FLOOR AT THE CENTER OF THE SAW-OUT TRENCH (DEMO STEP 4). BEFORE CUTTING THE TENDONS, PAINT MARKS SHOULD BE ADDED TO THE TENDONS TO MEASURE AND RECORD THE RETRACTION LENGTH. THE TENDONS MUST BE IDENTIFIED IN THE FIELD LOG AND NOTED AS "HAVING NO TENSION PRIOR TO CUTTING."
6. EXISTING POST-TENSIONING TENDONS RUNNING NORTH-SOUTH ACROSS THE APPARATUS FLOOR CUT AT THE CENTER OF THE SAW-OUT TRENCH (DEMO STEP 4) SHOULD RETRACT APPROXIMATELY 2.6" INTO THE SLAB OF THE NORTH WING, AND 5.2" INTO THE APPARATUS FLOOR SLAB. THESE TENDONS MUST BE MARKED AS "DETENSIONED" IN THE FIELD LOG.
7. EXISTING POST-TENSIONING TENDONS RUNNING NORTH-SOUTH ACROSS THE APPARATUS FLOOR CUT AT THE CENTER OF THE SAW-OUT TRENCH (DEMO STEP 4) SHOULD RETRACT APPROXIMATELY 2.6" INTO THE SLAB OF THE NORTH WING, AND 5.2" INTO THE APPARATUS FLOOR SLAB. THESE TENDONS MUST BE MARKED AS "DETENSIONED" IN THE FIELD LOG.
8. EXISTING POST-TENSIONING TENDONS RUNNING NORTH-SOUTH ACROSS THE APPARATUS FLOOR CUT AT THE CENTER OF THE SAW-OUT TRENCH (DEMO STEP 4) SHOULD RETRACT APPROXIMATELY 2.6" INTO THE SLAB OF THE NORTH WING, AND 5.2" INTO THE APPARATUS FLOOR SLAB. THESE TENDONS MUST BE MARKED AS "DETENSIONED" IN THE FIELD LOG.
9. EXISTING POST-TENSIONING TENDONS RUNNING NORTH-SOUTH ACROSS THE APPARATUS FLOOR CUT AT THE CENTER OF THE SAW-OUT TRENCH (DEMO STEP 4) SHOULD RETRACT APPROXIMATELY 2.6" INTO THE SLAB OF THE NORTH WING, AND 5.2" INTO THE APPARATUS FLOOR SLAB. THESE TENDONS MUST BE MARKED AS "DETENSIONED" IN THE FIELD LOG.
10. EXISTING POST-TENSIONING TENDONS RUNNING NORTH-SOUTH ACROSS THE APPARATUS FLOOR CUT AT THE CENTER OF THE SAW-OUT TRENCH (DEMO STEP 4) SHOULD RETRACT APPROXIMATELY 2.6" INTO THE SLAB OF THE NORTH WING, AND 5.2" INTO THE APPARATUS FLOOR SLAB. THESE TENDONS MUST BE MARKED AS "DETENSIONED" IN THE FIELD LOG.
11. EXISTING POST-TENSIONING TENDONS RUNNING NORTH-SOUTH ACROSS THE APPARATUS FLOOR CUT AT THE CENTER OF THE SAW-OUT TRENCH (DEMO STEP 4) SHOULD RETRACT APPROXIMATELY 2.6" INTO THE SLAB OF THE NORTH WING, AND 5.2" INTO THE APPARATUS FLOOR SLAB. THESE TENDONS MUST BE MARKED AS "DETENSIONED" IN THE FIELD LOG.

3 TENDON DE-TENSIONING SEQUENCE REFER TO DETAIL "13."

ORANGE COUNTY  
FIRE AUTHORITY



PROJECT:  
ORANGE COUNTY  
FIRE STATION 49:  
APPARATUS BAY  
SLAB REPAIR  
31461 GOLDEN LANTERN  
LAGUNA NIGUEL, CA 92677

NO.	DESCRIPTION	DATE

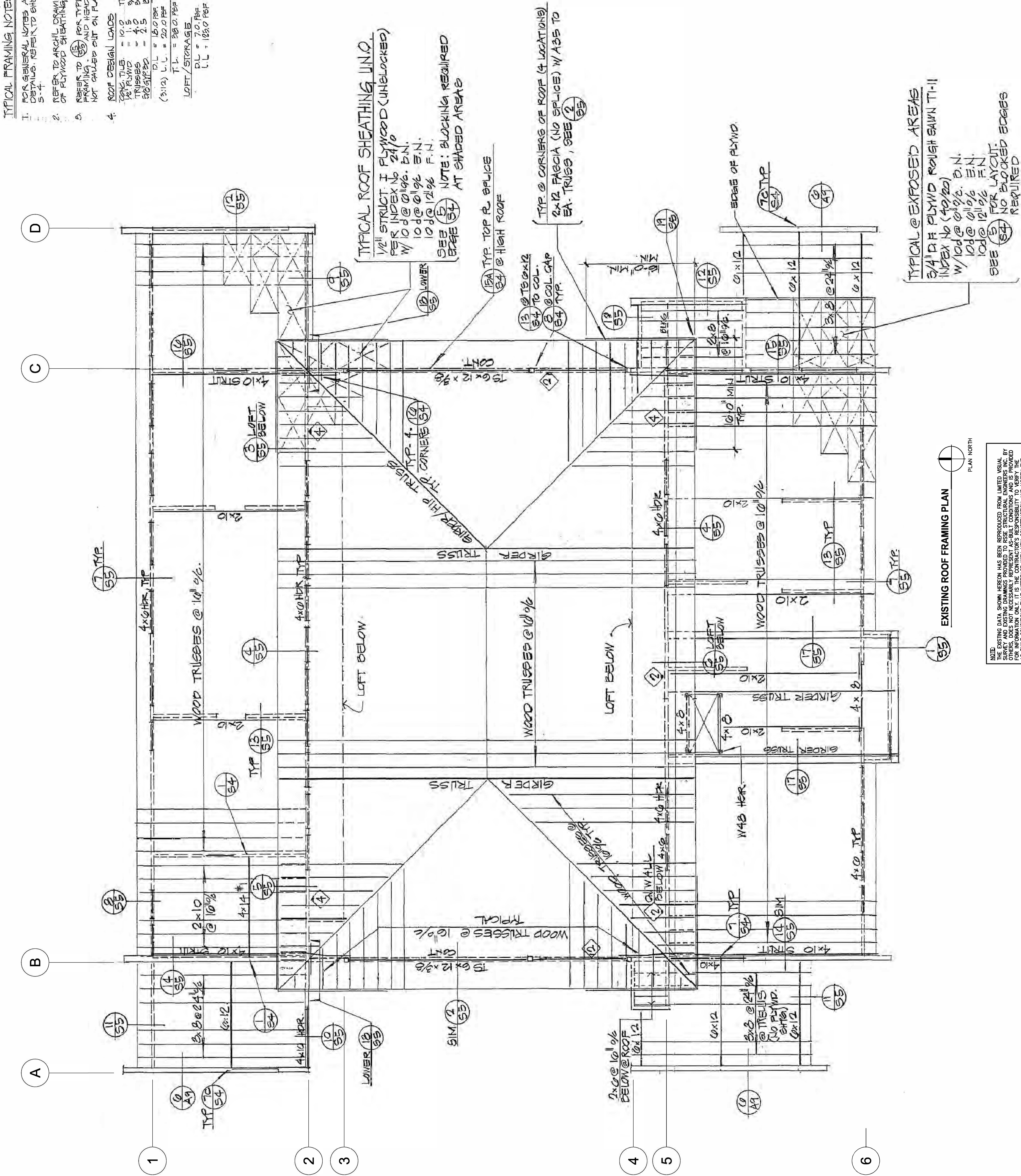
TITLE:  
STRUCTURAL DETAILS

JOB NO: 20101 DWG. NO:  
DATE: 08/12/20  
SCALE: N.T.S.

S6



- TYPICAL FRAMING NOTES.
- FOR GENERAL NOTES AND TYPICAL DETAILS, REFER TO SHEETS S-1 & S-4.
  - REFER TO ARCHIT. DRAWINGS FOR TOP OF FCMWOOD SHEATHING ELEVATIONS.
  - REFER TO (S5) FOR TYPICAL WALL FRAMING. (S5) AND HEADER BEES NOT SHOWN OUT ON PLAN.
  - ROOF DESIGN LOADS:  
2x4 TILES = 10.0 TILES = 10.0  
1x4 FCMWOOD = 1.5 SHEATHING = 0.3  
TRUSSES = 4.0 2x4 @ 12" O.C. = 0.2  
2x6 @ 12" O.C. = 2.5 2x6 @ 12" O.C. = 1.5  
D.L. = 15.0 PSF S.L. = 10.0  
(3/12) U.L. = 30.0 PSF  
T.L. = 30.0 PSF  
LOFT/STORAGE  
D.L. = 7.0 PSF  
U.L. = 125.0 PSF



ORANGE COUNTY  
FIRE AUTHORITY



PROJECT:  
ORANGE COUNTY  
FIRE STATION 49:  
APPARATUS BAY  
SLAB REPAIR  
31461 GOLDEN LANTERN  
LAGUNA NIGUEL, CA 92677

NO.	DESCRIPTION	DATE

TITLE:  
EXISTING  
ROOF FRAMING PLAN  
FOR REFERENCE

JOB NO.: 20101 DWG. NO.:  
DATE: 08/12/20  
SCALE: N.T.S.

R1

EXISTING ROOF FRAMING PLAN  
PLAN NORTH

NOTE:  
THE EXISTING DATA SHOWN HEREON HAS BEEN REPRODUCED FROM LIMITED VISUAL  
INSPECTION AND FIELD SURVEY. THE ENGINEER HAS NOT BEEN ADVISED OF ANY  
OTHERS. DOES NOT NECESSARILY REPRESENT AS-BUILT CONDITIONS AND IS PROVIDED  
FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE  
EXISTING CONDITIONS AND MAKE ANY NECESSARY ADJUSTMENTS TO THE  
ENGINEER IMMEDIATELY IF CONDITIONS VARY FROM THOSE SHOWN HEREON.



**5C: VO Engineering Structural Plan Review**



**Orange County Fire Authority**  
1 Fire Authority Road, Building C  
Irvine, CA 92602

August 17, 2020  
V-0560-G

Attention: **Mr. Chris DeCoursey, P.E.**

Project: Fire Station No. 49 Improvements  
31461 Golden Lantern Street  
Laguna Niguel, California

Subject: Structural Plan Review

- References:
1. *"Forensic Geotechnical Study, Fire Station No. 49, 31461 Golden Lantern Street, Laguna Niguel, California,"* prepared by VO Engineering, Inc., Project No.: V-0560-G, dated March 25, 2019.
  2. *"OCFA Fire Station 49: Apparatus Bay Slab Repair Plans, 31461 Golden Lantern Street, Laguna Niguel, CA 92677,"* prepared by RSSE Structural Engineers, Inc., dated August 12, 2020.
  3. *"Geotechnical Review Sheet,"* prepared by City of Laguna Niguel, Reference No.: B20-1077, dated August 13, 2020.

Dear Mr. DeCoursey,

VO Engineering (VOE) has reviewed the referenced project plans for compliance with the geotechnical engineering report recommendations. Based on our review, the referenced plans appear to be in general conformance with the intent of the recommendations presented in the above referenced geotechnical engineering report (i.e., Reference No. 1).

In addition, VOE received a review comment from the City of Laguna Niguel (Reference No. 3) stating that the recommendations should be updated in accordance with the 2019 California Building Code. All recommendations from the geotechnical report remain applicable with the exception of the seismic design parameters provided in Section 10.3. The updated parameters are provided below:

**Table 1: 2019 California Building Code Seismic Parameters**

2019 CBC Seismic Design Parameters	Value
Site Class Definition; (Table 1613.5.5.)	D
Mapped Spectral Accelerations for short periods, $S_s$ ; (Section 1613.5.1.)	1.219g
Mapped Spectral Accelerations for 1-sec period, $S_1$ ; (Section 1613.5.1.)	0.436g
Site Coefficient, $F_a$ ; (Table 1613.5.3(1).)	1.2
Site Coefficient, $F_v$ ; (Table 1613.5.3(2).)	1.7
Maximum considered earthquake spectral response acceleration for short periods, $S_{MS}$ adjusted for Site Class (Equation 16-37)	1.463g
Maximum considered earthquake spectral response acceleration at 1-sec period, $S_{M1}$ adjusted for Site Class (Equation 16-38)	0.741g
Five-percent damped design spectral response acceleration at short periods, $S_{DS}$ ; (Section 1613.5.4.)	0.975g
Five-percent damped design spectral response acceleration at 1-sec period, $S_{D1}$ ; (Section 1613.5.4.)	0.494g

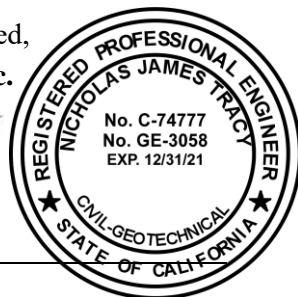
VOE Does not assume any responsibility of the accuracy of the calculations or dimensions represented in the above reference plans.

The conclusions contained herein are contingent upon VOE providing geotechnical observation and inspection during the slab repair to verify compliance with the referenced plans. It is the responsibility of the contractor and owner representative to contact this office for such activities.

VOE appreciates the opportunity to be of service to you and your organization. Should you have any questions or comments, please do not hesitate to contact either of the undersigned at 858.391.8530.

Respectfully Submitted,

**VO Engineering, Inc.**



Nick Tracy, PE, GE  
Geotechnical Engineer



Van Olin, PE, GE  
Principal Geotechnical Engineer

NT/VO:bm

Distribution: (1) Addressee  
(1) RSSE Structural Engineers, Bob Scheibel, SE

**5D: City of Laguna Niguel Plan Check Permit RTI**



## Plan Check RTI

### Permit Ready to Issue

**Plan Check #:** B20-1077  
**Project Address:** 31461 GOLDEN LANTERN

**Project Description:** Permit for replacement of the existing apparatus bay slab with a new reinforced concrete slab-on-grade, approx. 3,570sf. Orange County Fire Station 49. Field verify for code compliance.

	SUBMITTED	Sheets	Structural	Other	Geotechnical
Plans dated	8/12/2020	T1	S1-S6	R1	Forensic Geotechnical Study 3/25/2019 Vo Engineering
Structural Calculations	7/10/2020 Pg 1-28				
Plan Preparer: RSSE, Inc. 22391 Gilberto, Ste E, Rancho Santa Margarita, CA 92688					
Engineer of Record: Robert D. Scheibel Lic. 2568					

Final Approval By:  Date: 9/2/20



# ORANGE COUNTY FIRE AUTHORITY

## FPWB RO2478 – Addendum 1

### Fire Station 49 Foundation Repairs

**May 24, 2021**

Thank you to all that attended the mandatory job walk meeting. As a result of questions received, this addendum is issued to provide additional information and attendance sheet as requested.

**Answers to questions during the job-walk and Q&A period:**

- 1) **QUESTION:** Will today's meeting attendance be made available?  
**RESPONSE:** *The attendance record is an attachment to this addendum.*
- 2) **QUESTION:** Please provide the engineer's estimate for this project.  
**RESPONSE:** \$490,000
- 3) **QUESTION:** Is there any SBE/DVBE/DBE etc. requirement?  
**RESPONSE:** No
- 4) **QUESTION:** During the job-walk, it was discussed that a trailer rental or other housing unit rental should be added as an alternative additional line for consideration. Please provide additional information.  
**RESPONSE:** The scope of work as described in the IFB remains the same. Housing/Trailer rentals are not requested. No additional pricing information is requested.

**IMPORTANT:** If you have submitted a quote before this addendum was issued, your quote will be invalidated. After you have reviewed the addendum, you must resubmit your quote acknowledging receipt of this addendum through PlanetBids.

Thank you for your interest in doing business with OCFA.

If you have any questions, please contact Rothchild Ong, Assistant Purchasing Agent, at (714) 573-6642 or via e-mail at: [rothchildong@ocfa.org](mailto:rothchildong@ocfa.org).

**Rothchild Ong** | Assistant Purchasing Agent  
[rothchildong@ocfa.org](mailto:rothchildong@ocfa.org) | (714) 573-6642



<p align="center"><b>ORANGE COUNTY FIRE AUTHORITY MEETING ATTENDANCE SHEET</b></p>	
<p><b>Project:</b> RO2478 – Fire Station 49 Foundation Repairs</p>	<p><b>Meeting Date/Time:</b> May 20, 2021 @ 10:00 AM</p>
<p><b>Facilitator:</b> Rothchild Ong; Patrick Bauer, Chris DeCoursey</p>	<p><b>Location:</b> 31461 St. of Golden Lantern Laguna Niguel, CA 92677</p>

[illegible]







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

**Board of Directors Meeting**  
**July 22, 2021**

**Agenda Item No. 2G**  
**Consent Calendar**

**Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program**

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**Contact(s) for Further Information**

Brian Fennessy, Fire Chief

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

714.573.6010

Robert Cortez, Assistant Chief  
Business Services Department

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

714.573.6012

**Summary**

This agenda item is submitted for approval of the Orange County Fire Authority (OCFA) Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program, which is designed to enhance regional wildfire situational awareness for first responders during the 2021-22 wildfire season. It is anticipated that the program will commence on August 1, 2021 and have a duration of three-months through October 31, 2021.

**Prior Board/Committee Action**

On August 22, 2019, the Board of Directors authorized the SoCal/OCFA FIRIS Pilot Program for 150 days. This included approval of \$4.5 million in State funding and approval of various agreements for services including aviation equipment, data analytics, program managers, Air Tactical Group Supervisors (ATGSs), and other related services.

On June 25, 2020, the Board of Directors authorized the FIRIS 2.0 Program for an initial duration of 180 days. This included approval of \$8.2 million in State funding and approval of various agreements for services including aviation equipment, data analytics, program managers, ATGSs, and other related services. Subsequent requests and funding commitments by Cal OES to extend the FIRIS program through June 30, 2021 were also approved by the Board of Directors.

On July 14, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the July 22, 2021 Board agenda by a 7-0 vote (Directors Sachs and Bourne absent).

**RECOMMENDED ACTION(S)**

1. Approve and authorize the Board Chair to accept Cal OES reimbursement funding in the amount of \$4,001,791 for the implementation of the three-month FIRIS 3.0 program.
2. Approve and authorize a budget adjustment to increase revenue and appropriations in FY 2021/22 General Fund (121) budget by \$4,001,791 in new Cal OES funding.
3. Approve and authorize the Purchasing Manager to execute a Professional Services Agreement acceptable to the Fire Chief and in a form approved by General Counsel with AEVEX for aviation services in an amount not to exceed \$2,400,250.
4. Approve and authorize the Purchasing Manager to enter into new Professional Services Agreements acceptable to the Fire Chief and in a form approved by General Counsel with the

- Air Tactical Group Supervisors at amounts not to exceed \$90,000 each. The aggregate total for FIRIS-related ATGS services is not to exceed \$808,519 for the three-month program duration.
5. Approve and authorize the Purchasing Manager to execute an extension acceptable to the Fire Chief and in a form approved by General Counsel to the previously approved Service Agreement with UCSD/WIFIRE using the sole source provision of the Purchasing Ordinance for fire behavior modeling and other related services in an amount not to exceed \$166,667.
  6. Approve and authorize the Purchasing Manager to enter into a new Professional Services Agreement acceptable to the Fire Chief and in a form approved by General Counsel with Rocky Opliger for program management services in an amount not to exceed \$60,000 for the program duration.
  7. Approve and authorize the Fire Chief and Purchasing Manager to enter into cost reimbursement agreements acceptable to the Fire Chief and in a form approved by General Counsel for project management and Fusion Center support services with (a) the Los Angeles Fire Department and (b) North County Fire Protection District in a combined amount not to exceed \$250,000.
  8. Approve and authorize the Fire Chief and Purchasing Manager to enter into agreements acceptable to the Fire Chief and in a form approved by General Counsel providing for the use of an air base location to be determined for Southern California operations and Sacramento McClellan Airport for Northern California operations by OCFA and its contractors for office space, to store aircraft and conduct air operations (including take offs and landings) from the respective facilities in an aggregate amount not to exceed \$15,000.
  9. Approve and authorize the Purchasing Manager to adjust all FIRIS-related vendor contracts by the individual amounts needed during the three-month duration, in support of FIRIS 3.0 Program, so long as the aggregate value of the increase does not exceed the revised program budget in Table One.

### **Impact to Cities/County**

The FIRIS program will enhance aerial wildfire response and situational awareness throughout California during the 2021-22 wildfire season.

### **Fiscal Impact**

Authorization of the Budget Adjustment will increase revenue and appropriations in the FY 2021/22 General Fund (121) budget by \$4,001,791 in new Cal OES State funding for the initial three months of the FIRIS 3.0 Program.

### **Background**

The Cal OES has provided OCFA preliminary approval of a funding allocation of \$4,001,791 in State cost reimbursement funds for the FIRIS 3.0 Program. This funding will allow for an initial three-month program duration, with efforts ongoing to secure additional funding to extend the program eight additional months to June 30, 2022. Cal OES is expected to complete the final approval of the three-month funding, prior to August 1, 2021. Due to the tight timeline, Staff is recommending the Board's authorization for the necessary agreements (subject to the budget estimates as summarized in the table below) in order to ensure that this vital program funded by the State will be established in time for the August 1<sup>st</sup> program start date.

### **FIRIS PROGRAM**

Wildland fire remains the most significant threat to life and property in California; lives, property, and natural resources are threatened on a 24-hour basis. A risk assessment conducted by the California Department of Forestry and Fire Protection (CAL FIRE) concluded that an estimated 11 million residents, or the equivalent of 1 in 4 Californians live in areas considered to be high



risk of a wildfire. As a regional fire agency, the OCFA plays a key role in wildfire mitigation and suppression in Orange County and Southern California.

Due to the success of both the 2019 FIRIS Pilot Program and the 2020 FIRIS 2.0 Program, Cal OES has requested that OCFA, once again, lead the efforts to implement FIRIS 3.0 for the fiscal year 2021-22 fire season. Therefore, Cal OES has committed \$4,001,791 in new State funding for the FIRIS 3.0 Program with an initial three-month allocation of funds.

The OCFA will be transitioning program management and operations to Cal OES during the fiscal year 2021-22 fire season. It is the OCFA's expectation that the FIRIS program will be a Cal OES program no later than July 1, 2022.

### ***Program Functionality***

The FIRIS Program utilizes aerial resources with enhanced IAA technology to provide ground-based Incident Commanders (IC), Emergency Operations Centers (EOC), Emergency Command/Communications Centers (ECC), policymakers, etc., the critical information they need during the onset of incidents and disasters. There is no greater value to the decision-makers on the ground and in the air, than having an aerial resource dedicated to the delivery of a real-time fire perimeter map, high definition color and infra-red video and continuous wildland fire spread modeling during a wildland fire.

The FIRIS Program is unique in that it integrates cutting edge technologies such as artificial intelligence (AI) provided through aerial infra-red (IR) computerized mapping and the University of California San Diego (UCSD) WIFIRE wildland fire spread technology into a common, decision support platform. The key objectives of the FIRIS program are to:

- Provide initial attack real-time fire perimeter mapping within 5 minutes of aircraft arrival at incident.
- Provide ground-based incident personnel and other facilities that support incident activities beyond the horizon fire spread projection modelling via UCSD's Supercomputer WIFIRE Program (<https://wifire.ucsd.edu/>).

The FIRIS 3.0 Program will utilize two multi-engine fixed-wing aircraft provided by AEVEX, one based in Northern California at the Sacramento McClellan Airport and one based in Southern California at an air base location to be determined. The aircraft are equipped with onboard technology that allow for the gathering and downlink of IAA intelligence into the FIRIS environment. Similar to the FIRIS 2.0 Program, OCFA will partner with UCSD/WIFIRE and Air Tactical Group Supervisors (ATGSs) for the implementation of the statewide program. UCSD/WIFIRE will utilize the intelligence gathered by the fixed wing aircraft to incorporate fire behavior predictions into the FIRIS environment. The ATGSs will be responsible for managing the incident airspace and coordinating fixed and rotary-wing aircraft operations.

The exchange and display of data provided by the AEVEX aircraft and WIFIRE fire predictions, along with real-time intelligence data, predictive models, and local weather conditions, will be rapidly disseminated to firefighters to improve warning, decrease response time, and improve firefighting effectiveness. The sharing and exchange of data with other State systems will ensure statewide situational awareness. Fire agencies throughout the State may request the use of the FIRIS aircraft.

Improved communications and real-time technologies will give firefighters, incident commanders, ECCs and EOCs better and faster information about fast-paced disasters. There is no better way to reduce risk and mitigate the impacts of climate-driven disasters than to optimize real-time situational awareness to fight fires and other disasters within the first hour.

## **CONTRACTOR SELECTION**

### ***SPECIAL OPERATIONS SOLUTIONS, LLC, dba AEVEX***

Due to the highly technical and specialized nature of the services, staff utilized a two-step solicitation method, as authorized by the OCFA Purchasing Ordinance, to establish a multi-year agreement. On March 5, 2020, staff issued Request for Statements of Qualifications (RFSQ) SK2434a, which was due on March 24, 2020. Seven responsive statements were received and a panel of subject matter experts (internal and external panelist) evaluated the respective firms' qualifications and experience (40 points), and the aircraft, available technology, and resources (60 points). The panel held interviews with the three highest ranked firms, AEVEX, Tenax Aerospace, and Bode Aviation. All were deemed qualified by the panel and invited to participate in the second step of the solicitation process.

As part of the second step of the solicitation process, on April 24, 2020, staff issued a Request for Proposal (RFP) SK2434b to solicit competitive proposals from the three qualified firms. Proposals were due on May 11, 2020 and AEVEX, Tenax Aerospace, and Bode Aviation submitted responsive proposals. The panel evaluated proposals based on method of approach (20 points), qualifications & experience (35 points), communications & resources (20 points), and proposed costs (25 points). AEVEX emerged as the top-ranked firm by submitting both the highest scoring and lowest priced proposal. AEVEX offers extensive services with experienced personnel, specialized equipment, and innovative solutions when providing FIRIS related services. As such, a Professional Services Agreement was issued with a term specific to the FIRIS 2.0 program dates. Staff will now seek Board authority to exercise the 2<sup>nd</sup> year of the contract for the FIRIS 3.0 program.

### ***UCSD/WIFIRE***

The UCSD/WIFIRE Lab is a consortium of University of California San Diego organizations and several partnerships including the university collaborators, industry partners, fire departments, utilities, Cal OES, and the California Public Utilities Commission. The platform that the WIFIRE fire behavior modeling software resides on is proprietary and currently has the only infrastructure that can provide integrated capability. Furthermore, the UCSD/WIFIRE Lab is a neutral data resource and partner to the FIRIS Program. The host hardware is the Super Computer of UC San Diego; there are no comparable options currently available on the market.

### ***AIR TACTICAL GROUP SUPERVISORS (ATGSs)***

The ATGSs will be aircrew in the AEVEX aviation aircraft and are responsible for managing the incident airspace and coordinating the fixed and rotary-wing aircraft operations over an incident and other duties tied to the missions. OCFA will issue agreements with individual ATGSs. Similar services are currently being provided by these individuals for the QRF program. Staff is now requesting to issue new agreements so that these highly qualified individuals may also be utilized for the FIRIS 3.0 Program.

### ***Program Budget***

The table below details the estimated budget for the 2021 FIRIS 3.0 Program:

<b>Funding Source</b>	<b>Funding Description</b>	<b>Amount</b>
Cal OES	New funding award – Reimbursement Basis	\$4,001,791
	<b>Total Project Funding</b>	<b>\$4,001,791</b>
<b>Service Contracts and Other Expenses</b>	<b>Services/Equipment</b>	<b>Amount</b>
AEVEX - North & South Operations Aircraft	Daily availability for 90 days with flight hours for primary turbine commander aircraft.	\$2,400,250
Air Tactical Group Supervisors	Up to four 12-hr Shifts per day for 90 days	\$808,519
UCSD/WIFIRE	Enhanced situational awareness/fire modeling and other related services	\$166,667
Program Manager	Project support for 90 days (Rocky Opliger)	\$60,000
Fusion Center Support – LAFD & NCFPD	Fusion Center staffing for 90 days	\$250,000
Other Services	As needed common database, operating picture platform services, additional Fusion Center Support services, and other operational needs	\$236,369
OCFA	Project administration, communications, and other program needs	\$64,986
Air Base – North & South Operations	Airfield to serve as home base for aircraft	\$15,000
	<b>Total Project Cost</b>	<b>\$4,001,791</b>

### ***Recommendation***

Staff is recommending approval to enter into agreements as stated in the recommended actions for the provision of services related to the FIRIS 3.0 Program.

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

1. Cal OES Funding commitment notice/email
2. Proposed Professional Services Agreement with AEVEX
3. Proposed Professional Services Agreement with the ATGSs
4. Proposed Amendment to the Service Agreement with UCSD
5. Proposed Professional Services Agreement with Rocky Opliger
6. Proposed Memorandum of Understanding with LAFD
7. Proposed Memorandum of Understanding with NCFPD
8. Proposed Lease Agreement with McClellan Jet Services





# **ATTACHMENT 1**



**From:** Lopez, Lori@CalOES <Lori.Lopez@CalOES.ca.gov>  
**Sent:** June 30, 2021 2:01 PM  
**To:** Fennessy, Brian  
**Cc:** Cortez, Robert; Marshall, Brian@CalOES  
**Subject:** FIRIS Contract

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

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Chief Fennessy

Cal OES has requested that OCFA continue to manage and operate the Fire Integrated Real-Time Intelligence System (FIRIS) Program, throughout the 2021-22 fiscal year, on behalf of Cal OES. Listed below are the services we discussed that Cal OES will provide funding for the below services beginning on August 1, 2021- October 31, 2021 until there is additional funding identified:

- Two (2) FIRIS aircraft
  - FIRIS 2.0 configuration and staffing
  - FIRIS 2.0 sensor systems
  - One (1) FIRIS aircraft staffed and available twelve (12) hours a day. Contract to be written for potential Shift from 12 hour to 24 hour and the cost differences.
  - One (1) FIRIS aircraft staffed and available twenty-four (24) hours a day.
- UCSD WIFIRE Lab progression & modeling services (same as 2.0 program)
- Fusion South (LAFD)
- Fusion North (Cal OES Sacramento) As long as there is no additional cost based on current estimates provided on the use of two aircraft.
- Program Management services
- OCFA staff support services
- Airport Site & Services
  - Sacramento
  - Orange County
- Common Data Base & Operating Picture platform

Cal OES requests OCFA administration and procurement staff to start contacting your approved vendors and other service providers within your contracting rules and authority.

Cal OES has identified short-term funding (3-months) and is prepared to fund the short-term FIRIS program period beginning on August 1, 2021 for an estimated amount not to exceed \$4,001,791 (3 months of option #1). In addition, Cal OES staff will work with OCFA staff on a process to identify and fund the remaining 8-months of the 2021-22 fiscal year.

Cal OES's intention is to begin fully funding, managing and operating the FIRIS program beginning July 1, 2022 if approved. As has been past practice, Cal OES will guarantee that OCFA is reimbursed for all costs related to the FIRIS program within the contractual financial commitment.

As you are aware, FIRIS is an all-hazard resource using cutting edge sensors and substantial computing power mounted on crewed fixed-wing aircraft to provide immediate enhanced information within minutes of arriving on scene of an emergency incident or disaster anywhere in the State of California.

Over the past two years, the FIRIS program has put first responders and equipment in position to quickly address all-hazard and climate-driven emergencies and is providing more targeted and effective evacuations. Improved communications and real-time technologies are giving firefighters, Incident Commanders, policymakers, and the California Fire and Rescue Mutual Aid System better and faster information about fast-paced disasters. Furthermore, the FIRIS program is reducing the risk to Orange County and California citizens and mitigating the impacts of climate-driven disasters within the first hour of report of a disaster.

If you have any additional questions, please feel free to contact myself or Chief Brian Marshall.

Thank You,

Lori Lopez  
Deputy Chief of Administration  
California Governor's Office of Emergency Services  
Fire and Rescue Division



# **ATTACHMENT 2**



**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22<sup>nd</sup> day of July, 2021 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Special Operations Solutions, LLC., DBA AEVEX Engineering & Technology, 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 aircraft and intelligence, surveillance and reconnaissance services as requested in RFP SK2434b, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a Proposal dated May 10, 2020, 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 SK2434b, dated May 10, 2020 ("RFP"), (2) Firm's Proposal, as modified by Firm's Best and Final Offer dated May 22, 2020, and the 90-Day Proposal dated July 8, 2021 and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this agreement shall have a sufficient skill and

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

## **1.2 Compliance with Law**

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

## **1.3 Licenses and Permits**

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

## **1.4 Familiarity with Work**

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

## **1.5 Care of Work**

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

## **1.6 Additional Services**

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



## **2. TIME FOR COMPLETION**

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

## **3. COMPENSATION OF FIRM**

### **3.1 Compensation of Firm**

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the Firm's Best and Final Offer dated May 22, 2020 set forth in Exhibit "A."

### **3.2 Method of Payment**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within fifteen (15) 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 through October 31, 2021 unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may extended upon mutual written 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: **Kathy Clark**

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

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

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

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

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

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

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

#### **5.4 Independent Contractor**

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

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

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



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

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

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

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

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 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 Aviation Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Aviation Liability insurance on an "occurrence" basis, including products and completed operations, property damage, and bodily injury 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.

**6.2.2 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 property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. If a general aggregate limit applies, the general aggregate limit shall be no less than two million dollars (\$2,000,000.00). Coverage for products and completed operations is required with limits no less than two million dollars (\$2,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. 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 with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of

subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

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

**6.3 Acceptability of Insurers.** Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

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

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

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

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

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

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

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

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.



**6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

**6.8 Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing

in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant 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: Sara Kennedy  
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:

Special Operations Solutions, LLC.  
DBA AEVEX Engineering & Technology  
Attention: Kathy Clark  
440 Stevens Ave. Suite 150  
Solana Beach, CA 92075

## **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.

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Sara Kennedy, CPPB  
Purchasing Manager

**APPROVED AS TO FORM.**

**ATTEST:**

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

David E. Kendig  
General Counsel

\_\_\_\_\_

Maria D. Huizar  
Clerk of the Board

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

**“FIRM”**

**SPECIAL OPERATIONS SOLUTIONS,  
LLC. DBA AEVEX Engineering & Technology**

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

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

Kathy Clark  
Senior Contracts Administrator

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

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

Ron Trosclair  
Program Director



## EXHIBIT "A"

### A1. RATES: 90-DAY PROPOSAL

One 12-Hour Aircraft and One 24-Hour Aircraft	
24-Hour Aircraft	
24 Hour Standby	\$490.46 per Hour
Hourly Flight Rate	\$1,495.00 per Hour
Extended Standby	\$221.88 per Hour
12-Hour Aircraft	
12 Hour Standby	\$734.87 per Hour
Hourly Flight Rate	\$1,495.00 per Hour
Extended Standby	\$221.88 per Hour
Two 24-Hour Aircraft	
24 Hour Standby	\$490.46 per Hour
Hourly Flight Rate	\$1,495.00 per Hour
Extended Standby	\$221.88 per Hour

### A2. FIRM QUALIFICATIONS

Firm shall obtain interagency pilot and aircraft inspection and carding upon aircraft delivery at the start of operations.

### A3. FIRM PROPOSAL

In addition to the requirements stated in RFP SK2434b, the services to be provided include those stated in Firm's proposal, below:

RFP No: SK2434b | Date Submitted: May 10, 2020

# ORANGE COUNTY FIRE AUTHORITY (OCFA) REMOTE SENSING AIRCRAFT: FIRE INTEGRATED REAL-TIME INTELLIGENCE SYSTEM (FIRIS) PROGRAM RESPONSE TO REQUEST FOR PROPOSAL (RFP)

**Submitted To:**

**Orange County Fire Authority (OCFA)**

1 Fire Authority Road, Building C  
Irvine, CA 92602

**ATTN: Sara Kennedy**, Assistant Purchasing Agent

Telephone: (714) 573-6643

Email: [sarakennedy@ocfa.org](mailto:sarakennedy@ocfa.org)

**Submitted By:**

**Special Operations Solutions, LLC**

Doing Business As: **AEVEX Engineering & Technology**

329 Lucy Drive, Harrisonburg, VA 22801

CAGE Code: 51BG6 | DUNS Number: 809642239

[www.AEVEX.com](http://www.AEVEX.com)



AEVEX Point of Contact:

**Kathy Clark**, Sr. Contract Administrator

Telephone: (858) 204-0700

Email: [kclark@AEVEX.com](mailto:kclark@AEVEX.com)

This document includes Confidential data that shall not be disclosed outside the Orange County Fire Authority and the State of California and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Orange County Fire Authority and the State of California shall have the right to duplicate, use, or disclose the data in accordance with the California Public Records Act. This restriction does not limit the Orange County Fire Authority and the State of California's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets labeled as subject to this restriction.

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## 1. Transmittal Letter



10 May 2020

Orange County Fire Authority  
Purchasing Department  
1 Fire Authority Road, Building C  
Irvine, CA 92602

Attention: Sara Kennedy

Subject: Proposal AET20-04  
Remote Sensing Aircraft: Fire Integrated Real-time Intelligence System Program

Reference: RFP SK2434b dated 24 April 2020

Enclosures: 1) AEVEX Response to RFP SK2434b dated 10 May 2020  
2) AEVEX Response to RFP SK2434b Cost File  
3) AEVEX Response to RFP SK2434b Cost Breakdown

Dear Ms. Kennedy,

Special Operations Solutions, LLC doing business as AEVEX Engineering & Technology (AEVEX) is pleased to provide this Firm Fixed Price (FFP) proposal to Orange County Fire Authority (OCFA) in response to the referenced request for Remote Sensing Aircraft: Fire Integrated Real-time Intelligence System (FIRIS) Program.

AEVEX and its long-time industry partner, Dynamic Aviation Group, Inc. (Dynamic Aviation) comprise Team AEVEX. Dynamic Aviation is a leading provider of modified special-mission aircraft with more than two decades of experience conducting firefighting operations.

Team AEVEX provides OCFA with the expertise, equipment, innovation and leadership to successfully support FIRIS 2.0 for California's 2020 fire season and beyond. Our mission-proven remote sensing platform, paired with the King Air and highly qualified aircrew, is specifically tailored to maximize aerial firefighting effectiveness while minimizing program costs and risks.

440 Stevens Avenue, Suite 150  
Solana Beach, CA 92075

[AEVEX.COM](http://AEVEX.COM)



In the following technical proposal, OCFA will discover Team AEVEX's clear conception of the FIRIS 2.0 mission to support 12-hour and/or 24-hour schedules at up to two locations within California. The period of performance is understood to be a period of 180 days with an anticipated start date of 1 July 2020. Dynamic Aviation will deploy and operate one or two Beechcraft King Air 200 aircraft, modified and specially equipped for fire surveillance. Each aircraft accommodates a crew of four and hold 4.5 hours' useable fuel. AEVEX's GeoFOCIS software provides full spectrum intelligence, surveillance, and reconnaissance (ISR) solutions to conduct fire surveillance and mapping. Data collected will provide actionable intelligence to end users engaged in firefighting efforts.

Our experienced sensor operators are intimately involved in the software and hardware development process, providing intimate knowledge of the equipment's functionality and capabilities. Our hardware and software engineers have field experience as well, ensuring support from engineers who understand the mission and are continuously pursuing technological advancement and innovation.

Team AEVEX provides flight-ready aircraft that meet National Type 1 Air Tactical Group Supervisor (ATGS) platform requirements, currently inspected and carded, and equipped with all technological requirements defined in RFP Section 2.2, including remote sensing equipment with all required attributes such as moving map software/hardware, beyond horizon data transmission capabilities, and fire perimeter outputs. Installation specifications will meet stated FAA requirements and records will be available for review by OCFA and interagency officials. Pilots are Interagency wildland fire carded and qualified for the FIRIS 2.0 program.

#### Team AEVEX Offers a Best Value Approach

Feature	OCFA Benefit
<b>Proven, in place Team.</b> Years of collaboration, lessons learned, and successful execution.	Provides a team built specifically for this mission. Lowers risk to schedule and offers lessons learned from similar programs.
<b>In-house turn-key solution</b> for software, hardware, and people.	Lowers cost, risk, lead time, and downtime. Provides sensor operators who are embedded in the software and hardware development processes and field-proven hardware and software developers for continuity and opportunity for continuous innovation.
<b>AEVEX is built to perform end-to-end ISR solutions.</b>	Offers agility, flexibility, passion, and all-hands-on-deck customer service mentality of a small business, but with the resources, depth, and experience of a large business.
<b>Integrated management processes</b> and controls specifically designed for this effort.	Keeps commitments; ensures no surprises to the delivery schedule or proposed solution. Provides quality products that meet capability requirements and performs to all objectives.
<b>Tailored processes.</b> Experienced people using a proven Concept of Operations (CONOPs).	Reduces cost, minimizes impact to schedule, and overall lowers risk across the total program.
<b>Fully customizable software,</b> curated for similar operational environments.	Offers a level of flexibility for current and future mission requirements. No waiting for off-the-shelf vendors to meet immediate needs or desires.

Team AEVEX's proposal shall remain valid and in effect through November 11, 2020.

440 Stevens Avenue, Suite 150  
Solana Beach, CA 92075

[AEVEX.COM](http://AEVEX.COM)





We appreciate the opportunity to provide this proposal for OCFA's consideration. Inquiries may be directed to Kathy Clark, [kclark@aevox.com](mailto:kclark@aevox.com) or 858-204-0700.

Sincerely,

Wayne

Miller

Wayne Miller

Vice President, Contracts

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440 Stevens Avenue, Suite 150  
Solana Beach, CA 92075  
**AEVEX.COM**



## 2. Firm's Detailed Information



Special Operations Solutions, LLC doing business as (dba) AEVEX Engineering & Technology (AEVEX), is a company that specializes in the rapid design, development, and delivery of tailored solutions for airborne operations. Our company was founded in 2008 and we have been in business for almost 13 years. Our headquarters is in Harrisonburg, VA, where we maintain an AS9100D and ISO 9001:2015 certified Production Facility. We also have a Software & Systems Laboratory located in Quincy, MA. Our services include systems and software design/engineering, rapid prototyping and fabrication, sensor integration, custom hardware/electronics, and technical/operational support. Additionally, AEVEX's two (2) other business units – AEVEX Flight Operations and AEVEX Intelligence Solutions – enable our organization to provide full spectrum Intelligence, Surveillance, and Reconnaissance (ISR) solutions from aircraft procurement and design to post-mission analysis. Between our three (3) business units, AEVEX employs over 580 full-time technical, operational, and programmatic experts currently supporting 25 clients around the globe.



AEVEX has partnered with Dynamic Aviation Group, Inc. (Dynamic Aviation) to provide seamless, one-voice operations for over a decade. Dynamic Aviation, a leading provider of modified special-mission aircraft, brings over 26 years of experience operating King Air platforms, including 22 years conducting aerial firefighting operations. Located in Bridgewater, VA near AEVEX's Production Facility, Dynamic Aviation owns and operates a public airport and U.S. Federal Aviation Administration (FAA)-approved Part 145 Repair Station with a fleet of 140 aircraft, including 28 King Airs. Additionally, they possess hangar space and aircraft in Los Alamitos, CA. Dynamic Aviation's staff includes 650+ aviation professionals who have amassed over 700,000 total flight hours supporting aerial data collection. To maximize our OCFA solution, Dynamic Aviation will provide the aircraft, pilots, mechanics, and flight operations support.

AEVEX is pleased to provide **Appendix A – Offeror's Information** in the following page.

## Appendix A – Offeror's Information

Orange County Fire Authority

RFP No. SK2434b

### APPENDIX A - OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal 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.

Business Legal Name:		
Special Operations Solutions, LLC doing business as AEVEX Engineering & Technology		
Business Parent or Ownership:		
Madison Dearbom Partners		
Address:		
329 Lucy Drive, Harrisonburg, VA 22801		
Business Telephone No.:	Business Fax No.:	
858-704-4125	202-204-1368	
Business Tax I.D. Number:	CSLB License Number:	DIR Registration Number:
37-1562178	N/A	N/A
Legal form of company: (partnership, corporation, joint venture)		
Corporation		
Length of time your business has been in business:	Length of time at current location:	
12 years 6 months	1 year	
Number of employees and Number of Current Clients		
580+ employees, 25+ active current clients, 60+ distinct contract vehicles		

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

Name:	Title:
Kathy Clark	Senior Contract Administrator
Telephone No.:	E-mail:
858-204-0700	kclark@aevox.com

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

Name:	Title:
Ron Trosclair	Program Director
Telephone No.:	E-mail:
469-978-0523	rtrosclair@aevox.com

Please indicate if you are subject to the Party and Participant disclosure requirements. ~~Yes~~ **No**

If yes, you are required to submit form/s (see Appendix F).

\*For additional information please see page 12 "Campaign Contribution Disclosure".

### 3. Relevant Experience

Since 2008, AEVEX has designed, built, and deployed end-to-end airborne ISR solutions integrating a wide variety of aircraft (manned/unmanned, fixed/rotary wing), multi-INT sensors, mapping systems, and communication systems to provide actionable intelligence to end users. Our customer base includes the U.S. Department of Agriculture's (USDA) U.S. Forest Service (USFS), Department of State's (DoS), National Oceanic and Atmospheric Administration (NOAA), many U.S. Department of Defense (DoD) organizations, to include the U.S. Special Operations Command (USSOCOM), as well as several commercial and international organizations. We have supported USFS fire operations since 2016 and bring experience with U.S. military remote sensing programs such as Night Eagle (2008 – present), Desert Owl (2010 – 2014), Saturn Arch (2009 – present), and ARL-E (2016 – present). On these programs, AEVEX is responsible for the development, testing, sustainment, and operation of multi-sensor, fixed-wing platforms. Our long history with the defense community carries a theme of uninterrupted, 24/7 operations for several decade-long programs. This experience and knowledge base of public agency needs, coupled with our proven, real-world fire solution, positions us to meet the Orange County Fire Authority's (OCFA's) needs for initial and extended attack in response to fire incidents.

**USFS NightWatch** – In April 2016, AEVEX and Dynamic Aviation—Team AEVEX— began operations for the USFS Region 5 NightWatch program. For this ongoing effort, AEVEX is responsible for the engineering, integration, software development, field service support, and sensor operators, while Dynamic Aviation provides the aircraft, pilots, mechanics, and flight operations support. Our team provides a King Air B200 with a FLIR Star SAFIRE 380-HDc sensor, operator workstation, and AEVEX's GeoFOCIS software to conduct fire surveillance and mapping. Historically, the USFS NightWatch Program was created to solve a unique need and problem set that was highlighted by the Station Fire Incident. In 2009, the California Station Fire spread rapidly overnight, charring nearly 160,000 acres without notice, as the USFS had previously banned nighttime surveillance flights. The Station Fire catastrophe led California lawmakers to successfully lobby for night flights in 2012. Four (4) years later, NightWatch became the only U.S. program that combines a nighttime air attack unit with an analytical situation awareness suite for nighttime fire intelligence. Team AEVEX's solution now provides the USFS with a previously unseen perspective, providing aerial supervision to active nighttime assets and enabling near real time tactical responses. Since actively supporting NightWatch, our team has amassed 700 operational days with a 98.8% availability rate, 550+ missions to active fires with over 1,200 hours of flight time and counting. The successful night operations in Region 5 resulted in a contract modification requiring 24-hour staffing of the aircraft and extending our operational reach beyond the initial Region 5 requirement.

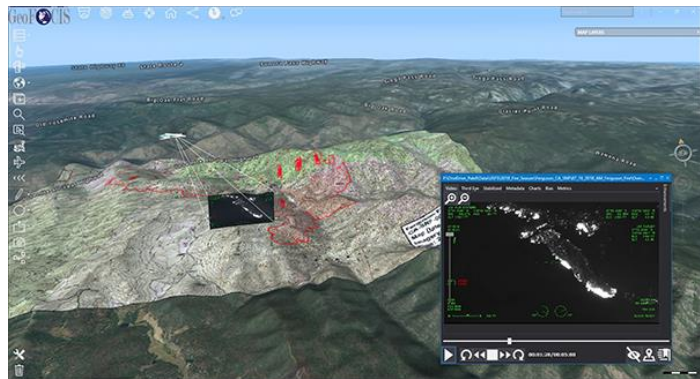
The AEVEX and Dynamic Aviation long standing partnership and proven track record creates a low risk, seamless operation for OCFA.

The current NightWatch crew consists of a pilot who simultaneously complies with Air Traffic Control (ATC) guidance and supports both the Air Tactical Group Supervisor (ATGS) and sensor operator's mission objectives; an ATGS responsible for the deconfliction and tasking of the aircraft while also supporting ground firefighting personnel; and a sensor operator who assists the ATGS with situational awareness and aerial data collection. Together with the USFS, AEVEX helped create the initial operational concept and to continuously improve the standards for the directed mission deliverables or "intelligence packages." The typical intelligence package we provide to USFS end users consists of narrated videos, identified fire perimeters, and overview snapshots. Recorded using AEVEX's proprietary geospatial analytic software GeoFOCIS, the video clip has imbedded Intercommunications System (ICS) audio which allows

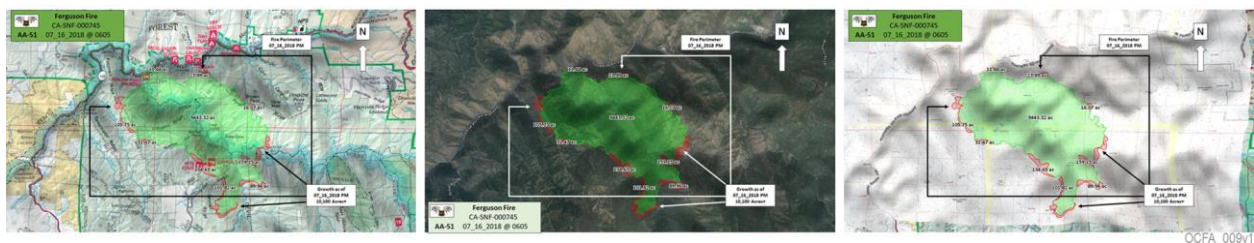


the ATGS to provide a scripted narration describing both general fire status as well as any specific details necessary for ground personnel. GeoFOCIS also provides unique analytic tools for the sensor operator to easily and accurately delineate the current fire perimeter, as well as any identified hot spots with the HDIR (High Definition Infrared) sensor. Both can be exported as either Keyhole Markup Language (KML) or Shapefiles to accommodate end user file preferences. **Figure 1** provides an example of the full-motion video (FMV) feed projected on the 3D globe with high-resolution elevation data, satellite imagery, and the incident map from “ftp.nifc.gov” to provide a holistic level of operational awareness and context to accurately delineate the fire perimeter. The third element of the intelligence package is the Snapshot Overview which gives users a quick, strategic look at the current status of the entire fire incident. A key detail is that initial attacks, extended attacks, or revisits can be differentiated by color so end users can quickly identify growth of the fire perimeter against previously mapped data. This is just one of the many custom features requested by the Forest Service that our in-house software team was able to rapidly develop and implement.

**Figure 1. GeoFOCIS 3D Live FMV Projection onto Incident Map GeoPDF.**

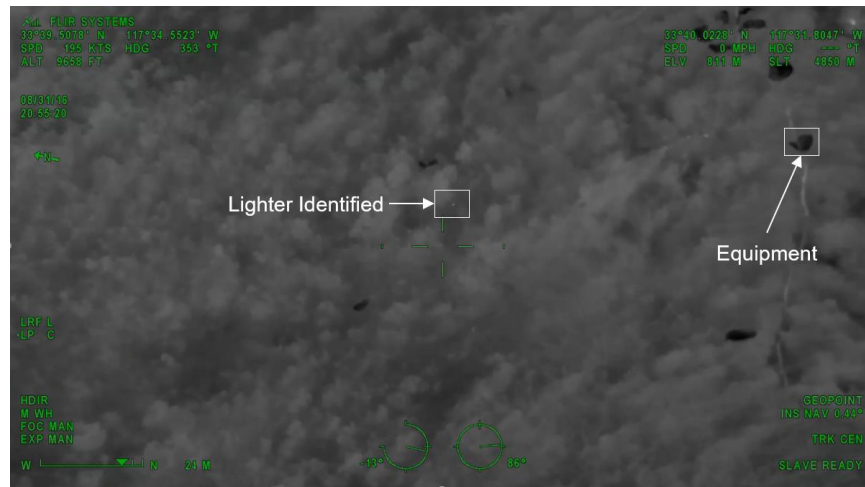


**Figure 2. GeoFOCIS Snapshot Overview Examples from Mission on 2018 Ferguson Fire.**



Throughout the program, NightWatch has provided intelligence support to fires ranging in both size and complexity, including the Detwiler, Ferguson, Woolsey, and Saddleridge events. With this experience, AEVEX has seen firsthand that even with standardized analytical process and intelligence packages, each fire event is unique. With this unique context, AEVEX prioritizes tailored, robust, and flexible communication with its operational end users. Fire perimeters and aerial imagery provide elements of essential data, but operationally relevant analysis, whether manual or automatic, is the actual key to answering crucial tactical questions such as distance from containment lines, size of slop overs, location of fire crews, and much more. On NightWatch, AEVEX learned that even with the delivery of sophisticated intelligence products, the addition of either a specific software capability and/or a real-time operator interaction often proved necessary to underwrite operational success. Examples include referencing water drop sites, identifying vehicles of interest, assisting with search and rescue efforts, and directing smokejumpers to cargo drops. In **Figure 3**, we depict imagery from a mission where ground personnel were communicating with the NightWatch aircraft and were successfully “walked on” to the location of their cargo – identifying themselves with only a handheld Bic lighter.

**Figure 3. Imagery of Small Heat Signature from Smokejumper's Lighter and Equipment.**



In this scenario, the smokejumper's were surrounded by tall thick brush, and after their air dropped equipment landed, a few pieces could not be located. The live FLIR 380HDc imagery feed enabled the aerial sensor operator to quickly geo-reference both the fire crew and equipment and provide an accurate distance and bearing for the team to retrieve their critical gear. It was also insightful for the USFS to know that the FLIR 380HDc is capable of such high-fidelity imagery - *detecting the flame from a three (3) inch lighter*.

Although the NightWatch period of performance corresponds with the California 180-day fire season, AEVEX's support efforts are year-round, customer-focused, and based on shared operational experience. Through daily out-briefs and annual after-action reports, Team AEVEX works directly with the end-user to develop improved procedures and capabilities to support the USFS's aerial fire efforts. This results in a customer Needs and Wants list that our Software Engineering Team uses to develop innovative technical solutions in the off season. Led by one of our key personnel, Darren Butler's, Ph.D. vast knowledge of remote sensing and computer vision applications coupled with his constant, direct involvement with the NightWatch effort ensures that evolving USFS operational needs are able to be addressed with deliberate GeoFOCIS technical customization. These mission-specific upgrades are provided at no additional cost to the customer and all new GeoFOCIS features are coordinated with the Aerial Supervision Program Manager to confirm both development and testing effectiveness and reliability. **GeoFOCIS is uniquely suited for aerial firefighting and continuously improved upon by the firefighters who depend on it.** AEVEX's customization efforts also include the development and implementation of our GeoFOCIS Web (GFW) online application to allow for wide dissemination of intelligence packages within a 3D environment as well as applicable geospatial analytical tools.

**USFS FireWatch** – In 2017, AEVEX's success on the NightWatch program resulted in a request to support the USFS FireWatch program. FireWatch consists of two (2) Bell 209 AH-1 Cobra helicopters also equipped with FLIR 380-HD series gimbals used as daytime helitack assets. To overcome the unique rotary wing challenges on FireWatch, led by another key personnel, Travis Johnson, AEVEX purchased, integrated, installed, maintained, and provided training in support both helicopters and two (2) data vans equipped with Persistent Systems MPU5 transceivers. Mr. Johnson's extensive experience in aerospace design was essential for these types of modifications on such a unique asset for aerial firefighting. As a Helitack asset, the Cobras are not a high flying, quick transit aircraft, thus they're typically assigned to an incident. Understanding the needs and the technical restrictions of a rotary wing asset led us to this mesh network device solution. The MPU5 transceivers allow the ATGS onboard the

helicopter to focus on helitack and stream the live feed and products generated in the air to a GIS team on the ground for additional analysis. We also provided 10 dismounted kits to enable ground-based firefighters and other surveillance aircraft to create mesh network communications during incident response operations and locally disseminate the live feeds. With the implementation of this air-to-ground communication solution, FireWatch was able to successfully prove their assets even more useful for incident support.

Sensor solutions, air-to-ground communications, and GeoFOCIS integration – the tools needed to support OCFA's objective – are AEVEX's area of expertise and differentiator. We have been providing similar tailored solutions for U.S. military ISR programs since inception, with our most recent example below:

**Special Operations Command – Europe (SOCEUR)** – Both AEVEX and Dynamic Aviation – Team AEVEX – provided airborne ISR services in Europe for U.S. Special Operations Forces (SOF) from 2017 to 2020. AEVEX procured, integrated, and operated specialized radar systems for Synthetic Aperture Radar (SAR) imagery mapping and Ground Moving Target Indicator (GMTI) collection coupled with Electro-Optical (EO) / IR sensors. These were all ingested into GeoFOCIS to provide an all-source Common Operating Picture (COP) on the aircraft as well as on the ground for processing, exploitation, and dissemination. To enable air-to-ground connectivity, AEVEX implemented the necessary data and communications architecture for both line-of-sight (LOS) and beyond line-of-sight (BLOS) Ku/S/L-band data links, including SATCOM systems with connectivity to the SOCEUR Global Broadcast Service (GBS) and the DISA Unified Video Dissemination System (UVDS). Similar to our efforts with USFS, AEVEX identified additional non-required features, here related to STANAG 7023/4607 GMTI streaming capabilities that we developed and implemented to allow for visualization and enhanced command and control at no additional cost to the client. Our Hardware Engineering Team, led by another key personnel, Director of Hardware, Jordan Barker, developed all workstation and rack designs, hardware, data distribution units, and cabling in-house. Mr. Barker's *decade of experience at AEVEX* alone has accumulated an immense knowledge base for intricate integrations like OCFA's requirements, enabling us to provide a proven solution. AEVEX sensor operators/technicians and Dynamic Aviation pilots/mechanics deployed with the platform to support long-endurance airborne ISR missions and were on-call 24/7/365 to support no-notice tasking. Team AEVEX personnel also performed technical support and maintenance of all fielded systems to ensure high operational readiness rates even with a very fluid beddown concept. Over three (3) years, the platform was based in five (5) different European countries to meet specific military objectives. Despite these operational and logistical challenges, as well as intricacy of the required solution itself, AEVEX demonstrated our team's ability to provide the uniquely flexible and responsive services necessary for mission success.

**U.S. Army Night Eagle** - AEVEX has an extensive history of continued support across industries, providing this type of uninterrupted, 24/7 airborne ISR operations of a multi-payload integration with data link communications as clearly shown by the U.S. Army Night Eagle program which AEVEX has supported across multiple contracts since 2008. Night Eagle is a uniquely modified King Air A200 platform conducting reconnaissance and exploitation missions in CENTCOM, equipped with an L3-Sonoma 2111X EO/IR FMV sensor system. AEVEX's work on this program has included end-to-end engineering and systems integration of the Night Eagle sensor system, workstation, data storage systems, and data link communications systems onto the platform. AEVEX performed sensor and mission equipment integration and testing; implemented data links and complex networks architectures; and performed sensor fusion, image and signal processing, image compression and aided/automatic target recognition using thermal imaging. Our exceptional performance on this program was recognized by receiving the Night Vision and Electronics Sensors Directorate (NVESD) Technical Logistical, and



Operational Excellence Award. AEVEX continues to support the Night Eagle platform with both sensor operators and intelligence analyst personnel.

**Additional Project Examples** – Team AEVEX brings robust experience coupled with in-house resources and expertise to provide OCFA with a turn-key remote sensing platform tailored for firefighting operations. In addition to the projects highlighted above, Dynamic Aviation has been performing firefighting services for the USFS and Bureau of Land Management (BLM) since 1998. They have provided modified aircraft, testing, certified mechanics, carded pilots, and 24/7 reach-back resources for numerous firefighting operations. AEVEX has been conducting global 24/7 airborne ISR and mapping operations since our founding in 2008, providing pilots, sensor operators, engineers, and programmatic experts as well as cutting-edge remote sensing technology solutions. Additional project examples from our team are provided in **Figure 4**.

**Figure 4. Team AEVEX Project Examples.**

<b>U.S. Army Geospatial Center – Buckeye II – High-Fidelity Large-Scale Mapping (AEVEX)</b> <ul style="list-style-type: none"> <li>Supported the sensor integration, imagery processing, and system maintenance for Buckeye II's high altitude EO imagery mapping system coupled with LiDAR sensor systems</li> <li>Deployed on fixed-wing aircraft for urban mapping missions. Collected high-accuracy elevation data supports the ortho-rectification of imagery, generating 10-15 cm GSD ortho-photos from imagery collected over 25,000 ft above ground level (AGL)</li> <li>Installed and configured three (3) post-processing hubs, defined standard operating procedures, and trained end users</li> </ul>
<b>U.S. Army, Airborne Reconnaissance Low Systems Operations and Sustainment (AEVEX)</b> <ul style="list-style-type: none"> <li>Played a key role in the design, development, integration, and fielding of the Saturn Arch fixed-wing, multi-sensor aircraft platform</li> <li>Designed/implemented a large-scale, ground processing, exploitation, and dissemination center</li> <li>Performed technical engineering and integration services for airborne and ground systems and equipment from system design to fielding</li> <li>Provided sensor operators and field service technicians who operate and sustain visible/optical, IR, synthetic aperture radar, FMV, and hyperspectral sensors as well as ground systems</li> </ul>
<b>North Dakota State University – High Precision Agriculture Mapping (AEVEX)</b> <ul style="list-style-type: none"> <li>Supported the integration, acquisition, and processing of the VisionMap A3 Edge Digital Mapping System for a large-scale agricultural project commissioned by North Dakota State University</li> <li>Captured up to 1,000 sq.km per hour of high-resolution imagery for agriculture and land management applications from an altitude of 4,000 ft. AGL</li> <li>Delivered 3-4cm GSD orthophotos from near-infrared (NIR) imagery in combination with EO imagery</li> <li>Generated digital surface and elevation models through automated photogrammetric derivation, yielding densities up to 400 points per square meter</li> </ul>
<b>USFS R3/R6- Exclusive Use Fixed Wing Aircraft Air Tactical Type 1 Platform (Dynamic Aviation)</b> <ul style="list-style-type: none"> <li>Provided one (1) King Air E90 outfitted with ATGS Type 1 avionics and one (1) dedicated Field Technical Representatives (FTR) to maintain the aircraft in the field. Maintained and operated under Part 135 certificate</li> <li>Modified the E90 with bubble and eyebrow windows for the mission observer</li> <li>Performed quick-response flight operations, while ensuring aircraft reliability and availability</li> <li>Worked closely with the customer to ensure compliance with the contract and that FTRs and pilots remained on schedule and meet customer requirements</li> </ul>
<b>Bureau of Land Management (BLM) Aerial Supervision Module (ASM) – Multiengine Turbine Aircraft (Dynamic Aviation)</b> <ul style="list-style-type: none"> <li>Supported BLM firefighting activities with a low-level lead plan and air attack missions</li> <li>Performed resource management, passenger and cargo transportation, and administrative activities. Operations were based out of Boise, ID; Grand Junction, CO; and Lancaster, CA</li> <li>Provided three (3) King Air E90s compliant with FAA standards and modified for fire operations. Supplied two (2) aircraft on a call when needed basis</li> </ul>



- Provided FTRs with A&P certification who maintained the aircraft and maintenance records
- Flew a total 7,223 flight hours and maintained an operational availability/reliability rate of 99%

#### Department of the Interior, BLM Lead Planes (Dynamic Aviation)

- **Provided one (1) turboprop aircraft and two (2) jet aircraft for BLM lead plane operations**
- **Obtained the necessary standard airworthiness certificate for the aircraft, as well as ensured all manuals and records were in accordance with the proper Code of Federal Regulations**
- **Provided A&P mechanics and parts and spares in support of firefighting operations. Employed dedicated FTRs who hold A&P certification and maintain the aircraft to FAA standards**

## 4. Appendix C - Proposal Questionnaire

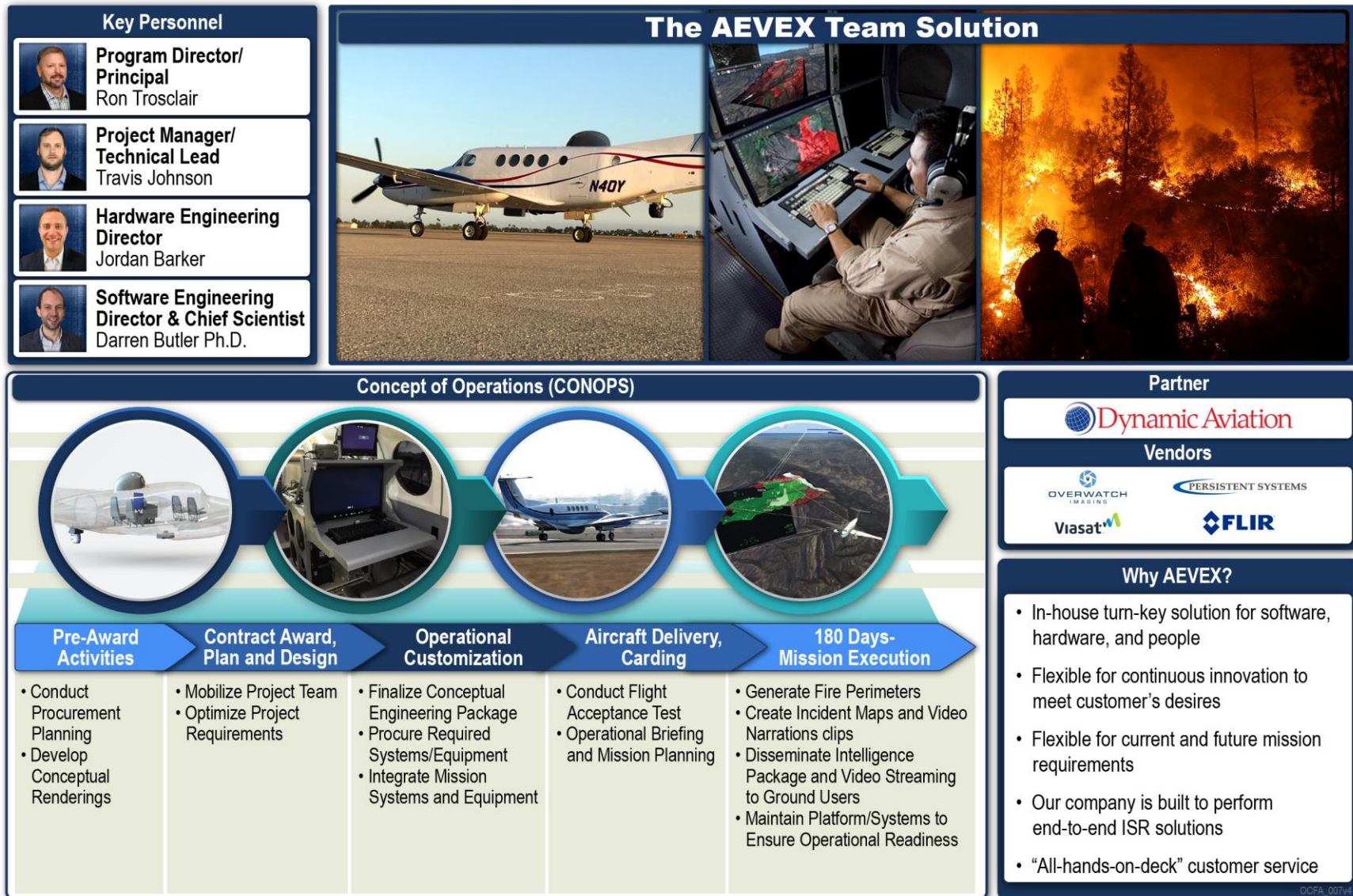
### 4.1. Method of Approach

AEVEX is qualified and ready to execute our approach described in this questionnaire. Our company was formed to respond to the growing need for quick response, airborne intelligence, and we specialize in end-to-end aerial solutions. Our user-customized capabilities span the spectrum of both technical and operational capability, from aircraft selection and sensor integration to sustained global operations and intelligence analysis. We currently manage more than 60 airborne programs, with personnel operating nationwide and in over 20 countries around the world. Both AEVEX and Dynamic Aviation meet all minimum requirements:

- The proposed King Air 200 aircraft will be equipped with an ATGS National Type 1 avionics suite; flight test meter; cargo restraints; safety belts and harnesses; and safety/first aid equipment.
- Most of our proposed pilots are currently wildland fire carded with the remaining few to be carded by 31 May 2020; well before contract award and mission execution.
- Both AEVEX and Dynamic Aviation have extensive experience working with multi-disciplinary teams in support of firefighting operations (air attack, lead plane) and aerial data collection efforts (ISR management, aerial mapping).
- Our proposed project team possesses the requisite certifications, training, and technical/operational experience to conduct operationally relevant aerial data collection, as demonstrated by the resumes and licenses provided within our response.
- Both AEVEX and Dynamic Aviation are aircraft providers and have the required insurance policies in place in accordance with the RFP. Copies of our Certificate of Insurance will be provided upon contract award.
- Both AEVEX and Dynamic Aviation have a successful track record supporting U.S. Government customers, with no instances of suspensions or debarment.

In the following sections, we describe how AEVEX Aerospace will deliver OCFA a turn-key, fully customizable, robust solution to ensure the continued success of the Fire Integrated Real-time Intelligence System (FIRIS) program. Our team offers a mission-proven remote sensing platform tailored to maximize aerial firefighting effectiveness and customer support, while minimizing program costs and risks. **Figure 5** provides an overview of our team's approach to equip, deliver, and operate the FIRIS 2.0 remote sensing platforms.

Figure 5. The AEVEX Team Solution Overview.



**1. Provide specific project-related information demonstrating competence in the services to be provided; including supporting evidence of available technology, operation plans, and overall approach to the provision of services as described.**

**Overall Approach.** To provide OCFA with fixed-wing, multi-engine, turbine-powered aircraft for airborne data collection, Team AEVEX proposes up to two (2) King Air 200 aircraft equipped for fire surveillance operations. The aircraft are available for 12- to 24-hours per day for a minimum of 180 days, with one (1) aircraft based in Northern California (location TBD by the customer) and the second based in Southern California (Los Alamitos, CA). Our staffing approach includes qualified aircrew to support either a 12-hour or 24-hour day with the shifts outlined in RFP Section 2.1.3. Team AEVEX scales up or down as needed to meet OCFA objectives; we currently have 208 pilots, 247 mechanics, and 56 sensor operators on staff and routinely provide personnel to respond to short-notice mission requirements. Additionally, the majority of our proposed staff have extensive experience with aircraft integration and flight operations for firefighting efforts, including several personnel who have supported the USFS NightWatch program since its inception in 2016. This experience provides a unique level of understanding of OCFA's mission and allows for AEVEX to be postured to deliver and employ the FIRIS 2.0 aircraft in time for the 2020 fire season. For OCFA, AEVEX integrates each aircraft for remote sensing as outlined in **Figure 6**, providing the required sensors, communications, and software systems to enable real-time fire data collection, analysis, and dissemination. This solution is proven through both U.S. military ISR programs as well as through USFS air attack operations. Since 2016, we have refined and customized this solution specifically for fire measurement, prediction, and analysis utilizing specific feedback from USFS personnel. Similarly, we further optimize the platform system to meet OCFA's specific requirements and FIRIS 2.0 objectives. As the prime contractor supporting fire missions, AEVEX is responsible for all project management, systems engineering, aircraft integration, software engineering, airborne sensor operations, and oversight of all flight operations. Our subcontractor Dynamic Aviation is responsible for providing the aircraft platform, pilots, maintenance crews, and aircraft spares/equipment. Our collective technical, operational, and management approaches are detailed in the following sections.

**Figure 6. FIRIS Platform.**

Team AEVEX FIRIS 2.0 Platform	
<b>Robust Imaging &amp; Mapping</b>	<ul style="list-style-type: none"> <li>• FLIR Star SAFIRE 380-HDc</li> <li>• Overwatch TK-9 HD</li> </ul>
<b>3D Visualization &amp; Fire Analysis</b>	<ul style="list-style-type: none"> <li>• GeoFOCIS Software</li> <li>• Operator Workstation</li> </ul>
<b>Real-Time Data Dissemination</b>	<ul style="list-style-type: none"> <li>• GeoFOCIS Web Application</li> <li>• Viasat GAT-5518 SATCOM</li> <li>• Wave Relay® MPU5</li> <li>• Dual LTE Cellular connectivity</li> </ul>

**Figure 7. Dynamic Aviation King Air 200.**



**Aircraft Platform (SOW 2.2.1).** Team AEVEX proposes two (2) Beechcraft King Air 200 aircraft. These platforms are owned and operated by Dynamic Aviation, a company with 26+ years of specialized experience with overhauling, maintaining, equipping, modifying, and testing King Air platforms. AEVEX provides qualified sensor operators to operate the remote sensing equipment and produce mission products. The King Air 200, a C-12 class aircraft,



has a maximum gross weight (MGW) of up to 14,000 lbs. and offers a 2,991 km/1,615 nm range. To enhance loiter time and aircraft range, extended fuel tanks are an available modification to the 200. Additionally, the King Air 200's dual engine configuration offers increased safety margins. It has an ample, climate-controlled cabin, ideal for real-time, in-flight data analysis, and a fully integrated cabin intercom system for mission crews and operators/observers to freely and effectively conduct both aircraft internal and air-to-ground communications. For OCFA, the King Air 200 aircraft will be configured to accommodate four (4) crew members and house all mission systems and associated equipment while meeting mission profile requirements. Aircraft specifications are provided in **Figure 8**.

**Figure 8. Aircraft Specifications.**

King Air 200 Specifications	
<b>Dimensions</b>	44 ft. Length   15 ft. Height   57 ft. Wingspan
<b>Total Mission Time</b>	6 hrs.
<b>Max. Range</b>	1,375 nm
<b>Useful Load</b>	6,030 lbs.
<b>Cruise Speed (TAS)</b>	257 kts.
<b>Conditions:</b> Altitude: 20,000 ft. AGL   Temp: ISA+10C Total Mission Time: The max flying time available while still landing with 1-hour reserve Max Range: Distance able to be flown with a cruise altitude of FL200 and 1-hour reserve	

**ATGS Compliance.** Both platforms comply with National Type 1 ATGS requirements. The aircraft includes an avionics suite as outline in **Figure 9**. All avionics installed in the aircraft have been installed in accordance with manufacturer installation data, and applicable FAA guidance.

**Figure 9. Aircraft Avionics.**

King Air 200 Avionics Suite	
<ul style="list-style-type: none"> <li>• Air tactical avionics</li> <li>• Additional VHF-AM radios</li> <li>• VHF-FM radios &amp; Programming Ports</li> <li>• Push to Talk cord for observer &amp; instructor</li> <li>• Aft Audio Control</li> <li>• Aeronautical GPS</li> <li>• Traffic Advisory System</li> <li>• Autopilot</li> <li>• Radar Altimeter</li> <li>• Multi-Function Display</li> <li>• Dual USB Ports</li> <li>• Multi engine</li> <li>• Low Wing</li> <li>• Air Conditioning</li> </ul>	<ul style="list-style-type: none"> <li>• TSO approved VOR/Localizer</li> <li>• TSO approved Glideslope</li> <li>• TSO approved DME</li> <li>• TSO approved 3 light marker beacon system</li> <li>• Satellite weather system</li> <li>• Provisions for IFR operations</li> <li>• Master volume control</li> <li>• Individual volume control</li> <li>• TWO ACS-296</li> <li>• Auxiliary power source</li> <li>• Turboprop</li> <li>• Pressurized</li> <li>• Relief pilot</li> <li>• Mountainous Terrain Flights</li> </ul>



Additionally, the aircraft have the following capabilities that meet ATGS Type 1 requirements:

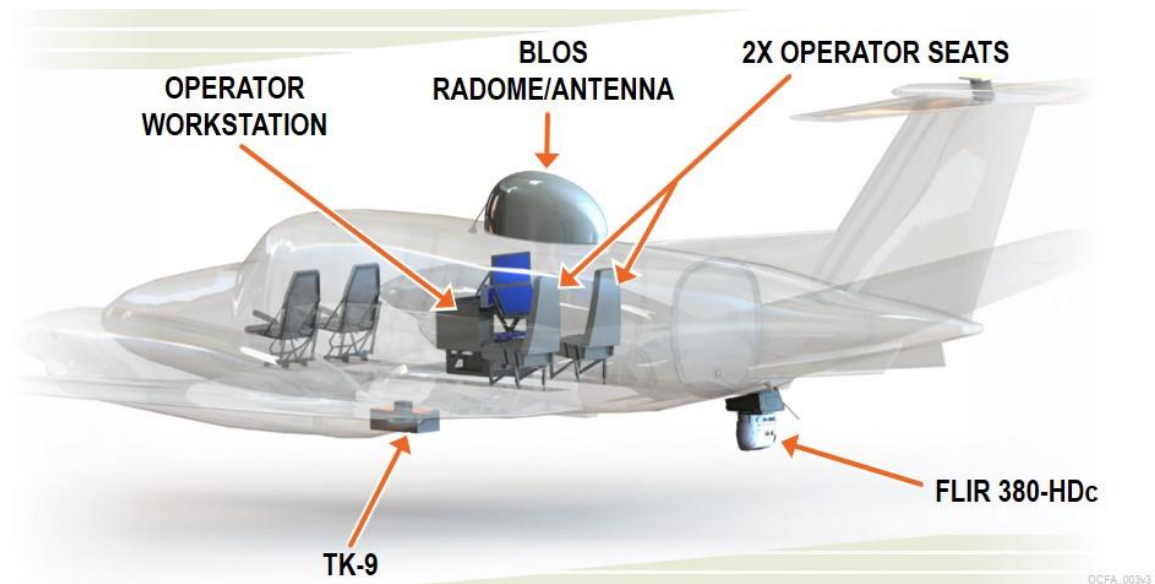
- Flight hour meter recording accurate flight time from takeoff to landing in hours/tenths.
- Cargo restraints, including FAA approved tie downs, nets, and cargo straps.
- Safety belts that meet the FAA requirements and will be worn by crew members during takeoff and landing. Front seats possess the FAA approved shoulder harness.

The following equipment is accessible to the pilots: adhesive bandage compresses (minimum 3 inches), antiseptic wipes, bandage compresses, triangular bandage compresses, roller bandage, adhesive tape, bandage scissors, and body fluids barrier kit. As required by Part 135, each aircraft contains a fire extinguisher.

**Remote Sensing Equipment (SOW 2.2.2).** In the sections below we address specific SOW requirements related to remote sensing equipment.

**Installation (SOW 2.2.2.1 & SOW 2.2.2.2).** AEVEX's Hardware and Software Engineering Teams are responsible for platform design, engineering, integration, and testing. They integrate the FLIR Star SAFIRE 380-HDc onto the approved tail mount (same as that used on USFS NightWatch) and TK-9 system onto the belly of the aircraft. The BLOS systems will be integrated onto the aircraft using the approved Adaptive Aerospace radome. The installation effort will be led by our Project Manager, Mr. Travis Johnson, who is an experienced Lead Design Engineer with 16+ years of mechanical and aerospace engineering experience. Travis brings design experience on platforms such as USFS NightWatch, USFS FireWatch, and several other U.S. Army fixed-wing ISR aircraft. He will lead a dedicated team of engineers experienced with King Air modification and integration, including designing and installing various types of EO/IR, hyperspectral, and 3D mapping camera systems. This is the same AEVEX team responsible for USFS NightWatch sensor installation, workstation design and installation, and GIS system integration. **Figure 10** provides an overview of our proposed platform design for FIRIS 2.0.

**Figure 10. Team AEVEX's Remote Sensing Platform.**



AEVEX has installation experience on over 200+ sensor systems, including 75+ installations onto King Air 200 platforms. We have integrated a variety of sensor systems such as EO/IR turrets, FMV cameras, large format digital mapping cameras, analog mapping cameras, LiDAR scanners, radars, and more. AEVEX engineers routinely design and fabricate sensor mounts, custom enclosures and racks, cabling/wiring, power conditioning and distribution, and antenna installations. Additionally, our partner Dynamic Aviation has a FAA-approved Part 145 Repair Station in Bridgewater, VA and extensive experience with aircraft modification and integration. AEVEX and Dynamic Aviation's long, successful history of program collaboration is enhanced by our proximal locations in northern Virginia.

All AEVEX designs follow an AS9100D/ISO 9001:2015 approved configuration management process throughout the project lifecycle. Designs undergo Preliminary Design Review (PDR) and Critical Design Review (CDR), and any revisions use AEVEX's rigorous Engineering Change Process. Our team supplies all installation drawings for Outer Mold Line (OML) equipment, including antennas and gimbal installations. All drawings adhere to AS9100D/ISO 9001:2015 drawing standards. All installations will be approved via FAA Form 337 with 8110-3 or STC, and all Designated Engineering Representative (DER) supporting engineering substantiations are developed by our in-house DER. Designs with no STC are field approved with conformity inspections by completing FAA Form 337 in conjunction with FAA Form 8110-3. AEVEX's DERs prepare, submit, and facilitate FAA approvals. Per the FAA Federal Aviation Regulations and guidelines, the FAA Forms 8110-3 and 337 are used to substantiate and confirm the design and its implementation.

**Pertinent data Review.** AEVEX ensures that drawings and supporting documentation are available for review by OCFA and interagency carding officials prior to contract award.

**EO/IR Sensor (SOW 2.2.2.3).** AEVEX proposes the FLIR Star SAFIRE 380-HDc sensor, which is an electro-optical/infrared (EO/IR) camera system featuring 1080p color performance for the finest detail, combined with a shortwave IR (SWIR), high-definition (HD) mid-wave IR (MWIR), and a low-light (LL) color sensor for night imaging. Its continuous zoom lenses for thermal, color, and LL offers uninterrupted viewing during missions. The 380-HDc provides OCFA with a robust imaging capability that is ideal for firefighting operations, with four (4) sensor types including the LL for night operations and SWIR for imaging through smog, smoke, and haze. Blending is a built-in feature with our EO/IR sensor. The capability improves awareness by providing the capability for operators to overlay EO, LL, or SWIR video on the MWIR video. This feature greatly enhances sensor operator awareness. An example is blending a SWIR and MWIR image. This allows the operator to see through the smoke with the SWIR but also see the thermal characteristics of the fire with the MWIR. The system delivers HD imagery/video in a compact, low profile package, capturing four times more detail than other conventional systems. A 15-inch gimbal enables focal lengths up to 500 mm

**Figure 11. FLIR Star SAFIRE 380-HDc Sensor for USFS Fire Missions.**



*"I am impressed with the capabilities of your system...the aircraft and sensor package were a great combination and made for an excellent experience."*  
 - Region 5 Aerial Supervision Program Mgr.

for MWIR, up to 985 mm SWIR, and up to 340 mm for color imagery. AEVEX employed the 380-HDc system on the USFS NightWatch program from 2016-2020 where it proved to be a highly effective imaging system for fire mapping missions. The Star SAFIRE 380-HDc features a dual view capability allowing for setting one (1) camera simultaneous to wide field-of-view for awareness and close-in zoom for details, while zooming in on the detail with another camera. **Figure 12** outlines system specifications, demonstrating how the sensor meets or exceeds all OCFA requirements.

**Figure 12. FLIR Specifications.**

FLIR Star SAFIRE 380-HDc Specifications	
OCFA Requirement	Star SAFIRE 380-HDc
1.1. 360-degree horizontal plane and up-down ranging gimbal mounted EO/IR Sensor.	360-degree coverage with EO and IR with continuous zoom HD optics. 1080p color EO sensor with 40° to 1.2° continuous zoom
1.2. Sensor must be capable of withstanding an aircraft operating speed of 250 knots indicated air speed or faster, altitude operating parameter 25 thousand feet or less.	250 KIAS, 0-50,000 ft.
1.3. Gimbal diameter will range in the 14 to 20 inch in size with appropriate color optical focal length.	15-inch gimbal diameter. Focal lengths: <ul style="list-style-type: none"> <li>• MWIR: 25 mm – 500 mm</li> <li>• Color: 8.5 mm – 340 mm</li> <li>• Low-light color: 8.5 mm – 340 mm</li> <li>• SWIR: 16.5 mm - 985 mm</li> </ul>
1.4. Signal to multi-functional display must be 1080 pixel or greater (+High Definition). Video Output will be in NTSC format.	1080p HD and NTSC/PAL video output
1.5. Video and audio signal output from the EO/IR sensor must be digital. Video output must have thermal imagery and color video.	Output video contains HD thermal imagery and HD color imagery. In addition, audio is outputted from the ICS and recorded in conjunction with the video feed.
1.6. Imager must recover and display GEO-referenced location data (WGS 84 Datum, Latitude/Longitude Degrees Decimal Minutes), (display imager pointing location in Latitude/Longitude Degrees Decimal Minutes). Geo Point reference data must be based off the internal navigation unit and system data, not processed through a method of external systems triangulation.	Displaying georeferenced location data is a built-in functionality with sensor symbology overlays. System includes a 150 mW (Class 3b) laser pointer and laser range finder up to 30 km, Class 1 (eye safe).
1.7. Sensor must have map integration capability to create fire perimeters. The format of the perimeter data must be viewable as a shape file (ESRI SHP file format).	AEVEX's GeoFOCIS software provides map integration and the ability to provide perimeter data as an ESRI SHP file.
1.8. Sensor must have blending of HD EO or HD LL and HD IR video capability.	HD EO, LL, and IR are built-in functionality
1.9. Video output must be in MPEG-2 transport stream with KLV metadata.	MPEG-2 transport stream with KLV metadata is a built-in functionality
1.10. Video output must be recordable by a digital recorder (Video).	Raw video is encoded then recorded by GeoFOCIS
1.11. Sensor must have GEO Point/Locking capability.	Integrated IMU and GPS for geo-pointing and locking
1.12. Sensor must be all weather capable.	Sensor is all weather capable and qualified to MIL-STD-810E (Environmental Test Methods and Engineering Guidelines) and MIL-STD-461F standards

FLIR Star SAFIRE 380-HDc Specifications	
1.13. Gimbal must have a minimum of 4 axis stabilization or better.	Built-in, 4-axis stabilization
1.14. EO/IR sensor must be able to run continuously throughout the entire mission if the ATGS requires it.	The turret is powered at all times by aircraft power supplying the AEVEX power distribution unit (PDU)
1.15. Sensor control unit (or units) will be located as to provide access for both the sensor operators and co-pilots position. This may be accomplished with a single handheld unit located at the sensor operator station if the cord can accommodate the co-pilots position (front seat).	The sensor hand controller will be located at the sensor operator workstation and will have enough cord length to accommodate the co-pilot position
1.16. Gimbal must weigh 150lbs or less.	Approx. 62 lbs.
1.17. Vendor must provide stability specifications.	Pointing Accuracy: 2.5 mrad Angular Stability: 10 µrad
1.18. Sensor must have a High Definition MWIR Thermal Imager with zoom.	HD MWIR thermal imagery with 40° to 1.0° degrees' continuous zoom
1.19. Sensor must have a High Definition SWIR Thermal Imager with zoom.	HD SWIR thermal imagery with 33° to 0.25° step zoom
1.20. Sensor must have a High Definition (1080P minimum), Low Light Color Electro Optical Sensor with continuous zoom, and low light/near IR adjustability.	Dedicated HD (1080P) dedicated LL EO sensor for night imaging. 40° to 1.2° continuous zoom. Includes manual and adjustable gain and level to optimize image as well as pre-set modes, auto histogram equalization, and adaptive local area processing.
1.21. Sensor must have a laser pointer (Target Illuminator) (NVG Compatible)	System includes 150 mW (Class3b) Laser Point / Illuminator (LP) – Target Illuminator – providing the ability to illuminate a target that is only visible through the HDLL or night vision goggles (NVGs), allowing crew and ground personnel wearing NVGs to identify specific target locations coincident with the IR Imager Line of Sight.  Additionally, an Eye-Safe Laser Rangefinder (LRF) providing the ability to safely and accurately determine the range to a target up to 30 km.
1.22. Sensor software has elevation data correction of ten meters or less.	Elevation terrain data can be adjusted up and down and at 10 meters or less
1.23. Sensor has GEO referencing laser range finder with minimum effective response distance of 12KM.	System includes a 150 mW (Class 3b) laser pointer and laser range finder up to 30 km, Class 1 (eye safe).
1.24. Sensor has target-image tracking capability.	Built-in target-image tracking capability.

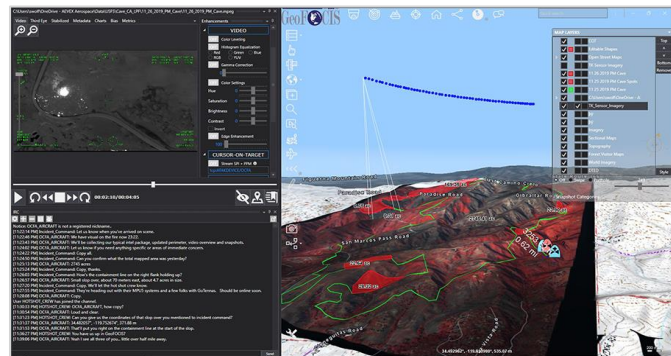
**Moving-Map Software/Hardware (SOW 2.2.2.4).** Developed by AEVEX, GeoFOCIS is an advanced mission system and *true* 3D moving map display. It is operationally proven by the USFS for fire mapping, USSOCOM for ISR operations, and the DoS for unmanned surveillance missions. For the USFS, GeoFOCIS provides situational awareness and accurate, real-time information on fire size, location, burn rate, and more. For the DoS, in addition to situational awareness, it provides video enhancement, transcoding and low latency streaming over satellite and commercial terrestrial internet to the operations center for real-time analysis and actioning. GeoFOCIS' key capabilities include:



- ✓ Real-time data/aircraft tracking on a 2D/3D globe with customizable map layers
- ✓ Real-time video transcoding/dissemination in multiple formats and resolutions
- ✓ Digital video recording (DVR), including pausing/rewinding with no loss of live data
- ✓ Visually correlated products from multiple assets and data sources
- ✓ Searchable database with live and historical video and products
- ✓ Unified data model easily extended to support new sensors and data formats
- ✓ Analysis tools and workflows for product generation

GeoFOCIS interfaces directly with the FLIR Star SAFIRE 380-HDc system and captures its position, orientation, and uncompressed HD digital video from all its cameras. Unlike similar systems, GeoFOCIS is not limited to one (1) or two (2) video feeds and can simultaneously record, display, and geo-locate up to four (4) separate data feeds without loss of performance. Its user interface is fully customizable and has been customized for simplicity and usability in flight. Sensor operators can hide, cycle, dock or float the video

**Figure 13. GeoFOCIS Displays/Records Multiple Data Feeds without Loss of Performance.**



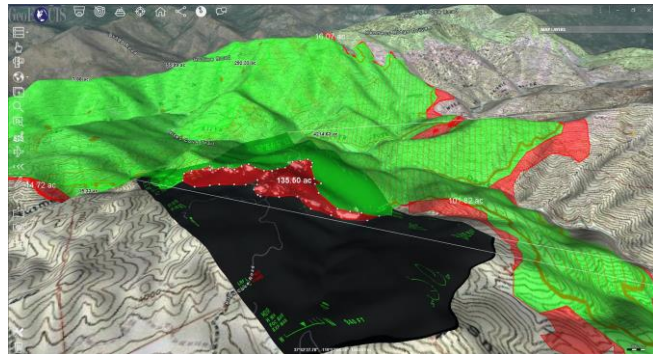
feeds onto any display based on their current mission requirements and can easily send commands to the gimbal to geo-point it or steer it to hot-spots and other points of interest without using the hand controller. GeoFOCIS is capable of consuming, processing, and visualizing data from multiple sensors, transponders, and data feeds to provide a comprehensive operational view of the entire wildfire incident. GeoFOCIS ingests and visualizes imagery, video, radar, moving target indicators, Automatic Identification System (AIS), ADS-B, Cursor-on-Target and more. Another unique capability is the system's embedded, searchable geospatial database that enables the sensor operator to correlate historic operational data such as ortho-mosaics, videos, and fire perimeters, with the live sensor feeds in order to more accurately assess fire activity and the effects of ongoing containment efforts.

**Uploading User Specific (Incident) Files.** GeoFOCIS natively supports a variety of imagery and vector formats. GeoTIFF, KML, ESRI shapefiles, and world file images and videos can all be loaded simply by dragging and dropping them on to the map. Additionally, it is possible to automatically load any new image that appears within specific folders, such as those uploaded via the data link or created by the TK9 mapping sensor. To maximize performance, GeoFOCIS will automatically optimize GeoTIFF files the first time they are loaded and uses the optimized version thereafter. **Figure 13** shows how the brightness, clarity, transparency, and visualization order of the loaded images can be quickly adjusted in GeoFOCIS's layer list. Notably, any visible layers are included when the sensor operator exports the map of the incident.

**Topographic and Street Data.** Like other mission systems, GeoFOCIS includes all the necessary map and elevation data for flight operations within the lower 48 US states. The data sets that other providers commonly include, however, are inadequate for the wildfire mission. In cooperation with the USFS, AEVEX has created and optimized additional data

layers including high-resolution topographic maps, satellite imagery, elevation data, and forestry specific maps with forest access roads that do not typically appear in street maps. The need for high-resolution elevation data is critical for not only accurate burn rate calculations but also for correctly rendering ridgelines and determining the location of hotspots on the sides of mountains. It is essential, therefore, regardless of whether the mission system is in 2D or 3D mode, that the underlying calculations are *truly* 3D with depth occlusions, as they are with GeoFOCIS. Other systems render lines and labels in 2D without consideration of depth or terrain. While this can be adequate for flat roads, ridgelines, and other labelled features for mountains behind the foreground mountain will be visible “through” the mountain. This is confusing for the sensor operator and can lead to misdirection of the ground responders.

**Figure 14. GeoFOCIS Provides Capability to Monitor Fire Growth.**

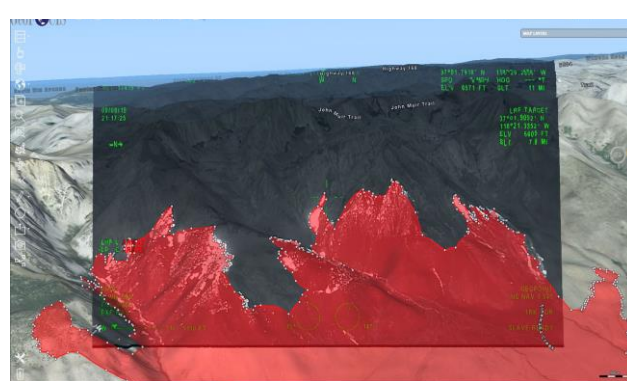


GeoFOCIS also has unique capabilities for augmented reality—the imagery is augmented with vector data produced from products and geospatial data, displayed on the live feed or post mission in a playback mode. For example, geospatial data of roads, infrastructure, personnel locations, hotspots, etc. are geo-referenced in real time into the field of view and remain visible as the camera pans and sweeps. Using this view, sensor operators can precisely measure the fire perimeter, taking into consideration the elevation changes, ridgelines, and valleys directly on the video. Sensor operators can also visualize, track, and annotate retardant drops, and see their location overlaid on the map, as shown in **Figure 14**. The data is displayed from any perspective or projection and tracks the terrain through valleys—even when the valley is not visible in the image.

#### ***GeoFOCIS’ user-friendly interface***

is customized for fighting fires both day and night. Problematically, topographic maps are light in color, which makes light colored buttons difficult to see and operate in an aircraft. Additionally, at night, bright colors and displays are especially harsh and lead to eye fatigue. GeoFOCIS never obscures the video and contains a variety of different themes, colors, and layouts that can be customized according to the operator’s needs. AEVEX developers consulted directly with the USFS operators and changed the layout of the buttons, colored them in alternating red-blue colors, and used a dark modern theme to support user-friendly operations. AEVEX also added tools for creating fire perimeter polygons, fire behavior lines, and aerial drop footprint polygons using the required colors, styles, and symbols for dissemination to incident commanders and the Enterprise Geospatial Portal (EGP). Because GeoFOCIS is AEVEX-developed we can work with OCFA to ensure it is rapidly tailorable to current operations and continuously evolves to

**Figure 15. GeoFOCIS Allows Operators to Draw Fire Perimeters on the Terrain.**



meet future needs. AEVEX leadership and software developers are fully committed to the program and provide on-call support to ensure any issues are immediately addressed.

**Video enhancement capabilities** are included for the video captured by the FLIR 380HDc, or any sensor, should the video not be optimized for the specific features (e.g. retardant drops) that the sensor operator is trying to locate. The contrast may be too small; the image too soft; or the gain for the red, green, and blue channels too low. Additionally, the metadata with the sensor's position and orientation may be too noisy. To mitigate these issues, GeoFOCIS provides real-time video and metadata enhancements to help the sensor operator stabilize the frame and draw out the features of interest. Furthermore, using the inbuilt DVR operators can pause, rewind and review the live video frame-by-frame while continuing to record. They can then mark up the feature, create snapshots and products and then return to the live feed.

**For tracking and data dissemination**, GeoFOCIS publishes its position and the FLIR 380-HDc's location at frequent intervals using CoT messages (Platform Position Message and Sensor Point-of-Interest). With the addition of a data link, these messages can flow in real time directly to CoT-enabled devices on the ground, including ATAK tablets and other GeoFOCIS installations. Additionally, those devices can send CoT messages back to the aircraft and integrate within GeoFOCIS. This bi-directional messaging allows the sensor operator to guide ground personnel with ATAK devices to hotspots detected by either sensor, as well as to track their locations in real time. Additionally, GeoFOCIS supports messaging between aircraft to enable shared positions, sensor points-of-interest, and detected hotspots. This real-time dissemination will be enabled by our robust data link solution, a hybrid SATCOM, mesh, and Long-Term Evolution (LTE) data link enabling messaging even when ground personnel are not within the range of LTE towers.

**GeoFOCIS includes high-performance DVR** controlled from within the user interface or from any other station or user on the network. Recording can be started or stopped from anywhere (i.e. in the aircraft or on the ground) and the recorder publishes its status so each station can monitor its health. The recorder will create video clips in STANAG 4609 format (MPEG-2 transport stream, MISB 0601 KLV metadata) and can optionally include or exclude the audio from the ICS system. It supports both H.264 and H.265 (2 x times the quality of H.264 with the same file size) encoding and includes software-only, CUDA and QuickSync hardware compression engines. Additionally, it can adaptively encode the Video-in-Command digital output and transmit it over the hybrid data link in real time with minimal latency. The GeoFOCIS recorder supports recording to multiple storage devices including internal, external and USB 2.0 drives. A key advantage of the GeoFOCIS DVR is that it can be configured to record the same feed to multiple locations without using additional compression engines and without impacting performance. It can even use different file formats such as MP4, MPEG-2 transport stream, and MKV for the outputs. This additional redundancy minimizes the risk of data loss. Furthermore, it allows video clips for previous missions to remain on the aircraft, which enables the sensor operator to correlate them with the live video and more accurately gauge changes in the wildfire.

**With ruggedized, customizable hardware**, GeoFOCIS can be integrated into a multitude of form factors to meet the needs of the environment. The mission computer for the OCFA aircraft is specifically designed to minimize size, weight and power (SWaP) without sacrificing performance. It uses lightweight aluminum construction, weighs less than 10 lbs., and was engineered to perform in extreme airborne environments. It uses MIL standard locking connections and has been tested to meet DO-160G requirements for vibration, shock, humidity, dust, and EMI/EMC and carries MIL-STD-461F, DO-160G and MIL-STD-810G certifications. It is not limited to lower performing embedded or mobile

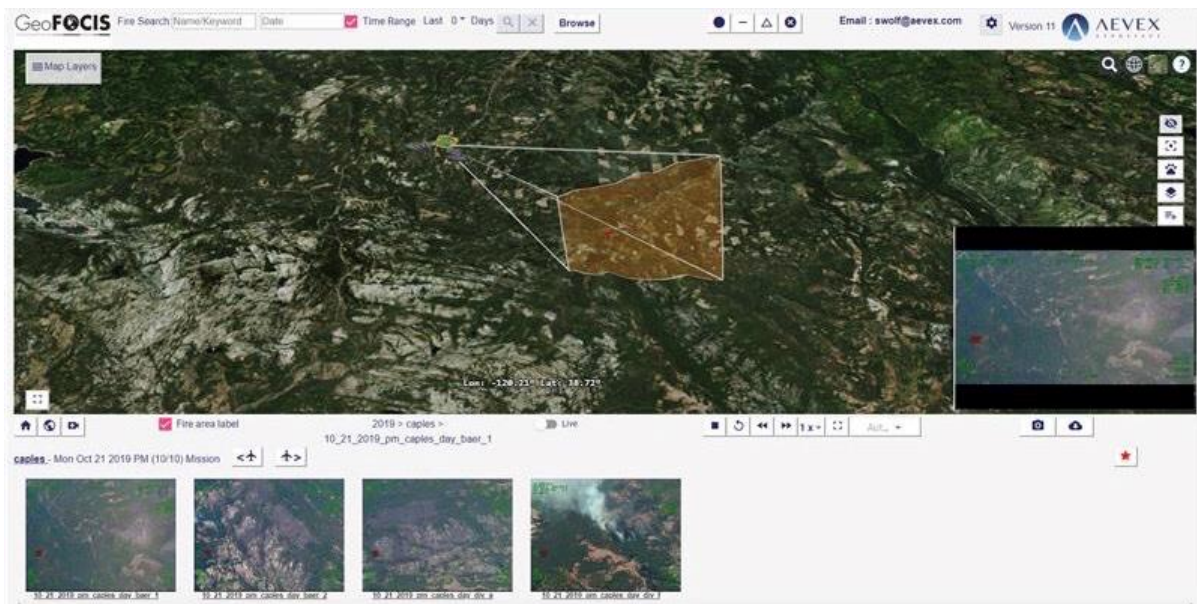


graphics but enables a fluid user experience and rendering on a multitude of displays by employing the latest highest performing graphics cards. Finally, it uses the latest NVMe removable technology to provide storage read/write speeds up to three times faster than SATA. It is these factors that enables GeoFOCIS to record the multiple redundant video feeds in multiple formats while simultaneously recording directly to USB 2.0 without degradation in performance.

**AEVEX's commitment to evolve and provide the best value for its customers** is evident in its embracing of the EGP from Intterra. Over the past year, AEVEX worked with Intterra and the USFS to develop a plugin to allow GeoFOCIS to interface directly with EGP's Amazon S3 storage buckets. Additionally, AEVEX implemented every product required by the EGP that could be created with the USFS's system in the format and style prescribed by the EGP interface control document (ICD). With the data link, GeoFOCIS will upload its position, video clips, and incident products, including those from the TK-9, as they are generated.

**AEVEX's GeoFOCIS Web (GFW)** online application provides OCFA personnel access to mission data on the ground, as depicted in **Figure 16**. GFW was purposely built to couple with the onboard GeoFOCIS Desktop software to enhance analytics and improve video dissemination. GeoFOCIS Desktop uses the data link to push the live video and products to the GFW application for databasing, visualization, and re-broadcasting in real time. GFW generates HTTP live streams from the video that enables authenticated users to view the live video on their desktop or mobile device with very little latency. It uses adaptive encoding and transparently provides the user with the best quality stream that their device and internet connection will support. This is a highly complementary capability to the EGP, which consolidates video clips and snapshots after a delay and only shows the platform position in close to real-time. GFW also provides historic hosting and capabilities for post-mission analysis and product dissemination.

**Figure 16. GFW Allows OCFA Ground Users to Receive Mission Data in Real-Time.**



**Map Database.** GFW provides an intuitive user interface with an interactive map, video playback and on-terrain corner point projection (**Figure 16**). Its database supports keyword, temporal, and spatial searching of fire and video products. Analysts and users can browse



the data through time and view it side-by-side to gain insight into the movement of the fire. Hosted on Microsoft Azure GCC High, the secure cloud solution for U.S. Government and contractors, data always remains on servers hosted within the continental United States, a requirement of the National Institute of Standards and Technology (NIST) and Federal Risk and Authorization Management Program (FEDRAMP).

**AEVEX integrates a sensor operator workstation** onto each King Air 200, including full airborne architecture, processing nodes, data management, and data storage. As depicted in **Figure 10** Team AEVEX's Remote Sensing Platform, the sensor operator workstation is installed in the cabin at the sensor operator position and a touchscreen tablet is installed at the co-pilot position. The operator workstations are equipped with the GeoFOCIS software system, which provides command and control, situational awareness, and intelligent data collection capabilities. This will enable operators to view the moving map, infrared and EO imagery using an input selector. The video display information in GeoFOCIS demonstrates the pointing attitude of the sensor. The workstation includes the necessary hardware and software to enable operators to effectively conduct airborne surveillance and serves as the primary operational interface to the sensors, aircraft, and communications systems.

AEVEX's operator workstation is fully certified, with all pull testing and structural certification, and it comes with FAA 8110-3 paperwork as an off-the-shelf product. The workstations include dual 20-inch Boland Daybrite displays as well as a 9-inch Boland Daybrite full-motion video (FMV) display for live video feeds from the sensor. Each operator workstation also features a mouse and keyboard for ease of operation. A 1080p touchscreen tablet will also be mounted near the co-pilot seat, which can be used as a handheld device or stowed away when required. Our proposed workstation design and example of a completed workstation are depicted in **Figure 17**.

**Figure 17. AEVEX Operator Workstation.**

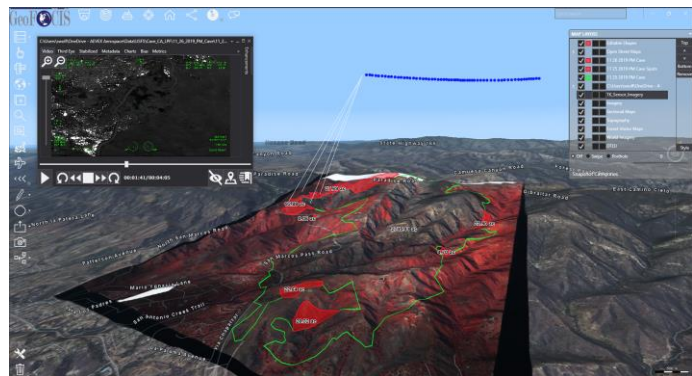


AEVEX has extensive experience integrating and installing operator workstations in support of airborne surveillance operations; for example, we were responsible for all operator workstations on U.S. Army ISR King Air 200 and DHC-8 aircraft platforms. We also designed and integrated the a mounted, stowable touchscreen tablet for the USFS NightWatch operator, which has proven effective for fire missions.

**Mapping Sensor.** AEVEX provides an Earthwatch TK-9 HD, manufactured by Overwatch Imaging, to enable step-stare, real-time mapping capabilities. The system meets all requirements as outlined RFP Section 2.2.2.4, paragraphs (j) to (q). GeoFOCIS integrates seamlessly with the TK-9. GeoFOCIS is a full GIS system and includes native support for over 50 data formats, including those created by the TK-9 sensor. It directly loads the orthomosaics, KML perimeters, and ground overlays from the TK-9 and seamlessly uses them with the FLIR 380HDc feeds. The perimeters can be overlaid on the video, the video on the orthomosaics, or vice versa in real time. Any discrepancy between the two is then self-evident to the sensor operator and can be corrected within seconds resulting in higher quality products being disseminated.

A compelling feature of the TK-9 is its ability to detect hotspots and send those as Cursor-on-Target (CoT) messages. GeoFOCIS has native support for sending and receiving CoT messages and it will consume the TK-9 messages and render them on the map with the correct MIL-STD symbol. The sensor operator can then slew the sensor from the map and zoom in on the hotspot to confirm it before creating high-resolution snapshots for dissemination. The effortless coordination between the two (2) complementary sensors by a single operator is a standout feature of GeoFOCIS. **Figure 19** outlines system specifications, demonstrating how the sensor meets or exceeds all OCFA requirements.

**Figure 18. GeoFOCIS natively can ingest and visualize TK-9 mapping data.**



**Figure 19. TK-9 Specifications.**

Overwatch Imaging, Earthwatch TK-9 HD Specifications	
OCFA Requirement	TK-9 HD
j. The aircraft must include an Earthwatch TK-7 or TK-9 with step-stare, real-time mapping capabilities.	TK-9 HD with step-stare, real-time mapping capabilities integrated on each aircraft.
k. System must be capable of automatically generating fire perimeter data files without user input.	Automatic detection, generation and alert of fire perimeter, heat intensity and hot spots.
l. Fire perimeters should be available to transmit within 5 minutes of data collection.	Initial fire perimeter is generated in near real-time. A refined perimeter with increase accuracy is available within 2-3 minutes.
m. System must provide fire perimeters, and hotspots in GIS ready .SHP or Google .KML format	Generates fire perimeters and hot spots in GIS ready formats .KML and .SHP
n. System must be capable of producing a 4-band (RGBN) orthophoto basemap from downward facing imagery. Image tiles should be provided in .TIFF, or Superoverlay .KML format.	System has seven (7) bands, EO (three (3) bands – RGB), NIR, SWIR, MWIR, LWIR and can generate 4-band (RGBN) orthophotos exported as either .TIFF or Superoverlay .KML.
o. System must be capable of full bit depth (>8 bit) data collection.	12- or 14-bit depth (>8 bit) for collected imagery.

Overwatch Imaging, Earthwatch TK-9 HD Specifications	
p. System must be capable of scanning 50,000 acres per hour at normal operating profiles (5000' AGL and 140kts.)	Mapping coverage rates capable of scanning at least 50,000 acres at normal operation profiles (5000' AGL and 140kts).
q. System must automatically compress files (lossless format) for data transfer to minimize bandwidth and transfer times.	System output is automatically zipped (lossless compression format) to minimize bandwidth and transfer times.

**Beyond Horizon Data Transmission (SOW 2.2.2.5).** AEVEX has extensive experience installing and operating both line-of-sight (LOS) and beyond-horizon datalinks through our work with the DoD. True universal connectivity for sustained data transmission with high data-rates and low latency from *any altitude* and *any airspeed* is only possible with a satellite system. LOS datalinks provide high data rates and are relatively inexpensive but require a ground antenna in the vicinity of the area of operations to receive the transmission. Similarly, LTE (cellular) networks provide high data rates but require nearby cell towers and are only capable of sporadic connectivity up to 5,000 ft. AGL. AEVEX's proposed beyond horizon solution, the Viasat GAT-5518 (G-18) in Ka-band frequency, provides reliable connectivity at any altitude/airspeed. The Ka system is newer and is less congested than Ku, while also pervasive throughout the continental United States. The GAT-5518 (G-18) is a complete airborne satellite terminal with an 18-inch antenna and lightweight equipment that delivers broadband internet protocol (IP) communications on the move. With this mobile terminal and Viasat's worldwide network and broadband service, operators can send live HD FMV over the horizon. The terminal is FAA and Joint Interoperability Test Command (JITC) certified for installation and secure network operation. Equipped with integrated technologies and robust waveforms, this solution has been proven to support streaming data rates at 2 Mbps. The system will be integrated on the aircraft using the Adaptive Aerospace approved radome. **Figure 21** details the GAT-5518 (G-18) key specifications.

**Figure 20. The GAT-5518 (G-18) provides near real-time data.**



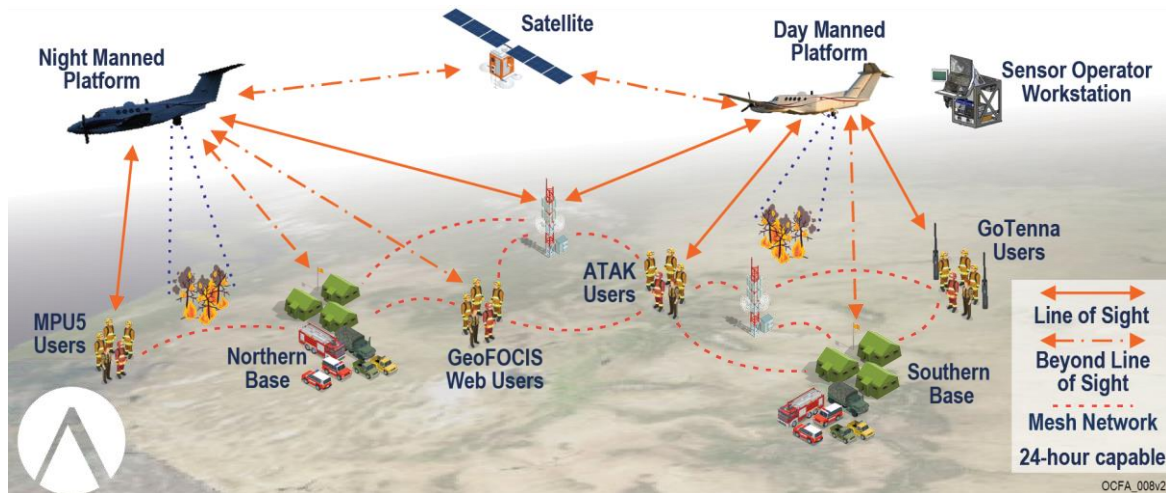
**Figure 21. Viasat Specifications.**

Viasat GAT-5518 (G-18) Specifications	
Operating Transmitting Frequency	27.5 to 31.0 GHz
Transmission Rate	2 Mbps
Coverage	360 degrees
Antenna Band	Ka-band

SATCOM capability, however, only addresses off-boarding of data and video from the aircraft. For USFS personnel to receive the data, they also require internet connectivity, which they may not have if they are not near a cell tower. AEVEX has addressed this problem for the USFS by creating a mesh network using Persistent Systems' Wave Relay® receivers. To meet OCFA's mission needs, AEVEX proposes to install a hybrid datalink system that seamlessly combines all the benefits of LOS, LTE and SATCOM systems.



**Figure 22. Beyond Horizon Solution for Real-Time Data Dissemination.**



The hybrid datalink system integrates LTE with SATCOM and supports both FirstNet (a dedicated network for first responders from AT&T and Verizon). At low altitudes when near LTE towers, the system transmits using the LTE networks. If either network degrades below the required data transmission rate, the datalink will fail-over to the other LTE network. At higher altitudes and airspeeds or when the aircraft is out-of-range of available LTE networks, it will fail-over to the SATCOM system. The fail-over happens automatically and is completely transparent to both the sensor operator and the incident personnel. Based on AEVEX's experience fighting fires with the USFS, we also integrate the Wave Relay® aircraft architecture and antennas into the hybrid datalink. Any ground personnel with the appropriate handheld devices are then be able to receive the aircraft's video and location data regardless of their internet connectivity. Furthermore, as GeoFOCIS has built-in support for the Wave Relay® mesh network, the sensor operator can track the location of the ground personnel on the map in real time. They can use the same network to send the ground personnel their own position, sensor points of interest, and any hotspots detected by the TK-9 and FLIR 380-HDc.

**Figure 23. goTenna Devices for Data Anywhere.**



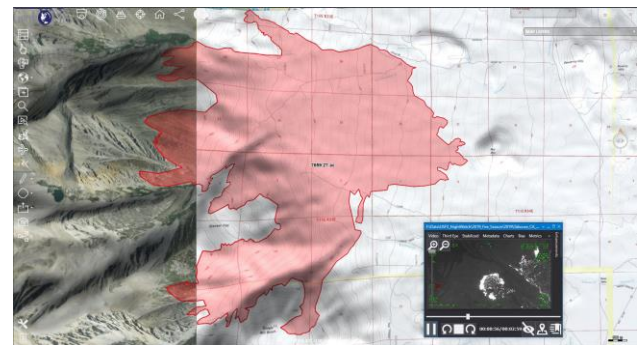
**The ability to not only transmit live video, products, and points of interest to disconnected firefighters, but to also track their location in real-time, is a key differentiator of AEVEX's solution.** We take this one step further by including an additional goTenna mesh network for ground personnel. The goTenna devices (**Figure 23**) are small, lightweight, and affordable. Once coupled with the Android Tactical Assault Kit (ATAK) on a mobile device, those users are tracked and able to send/receive points of interest and messages from the aircraft. The goTenna messages are transmitted to the Wave Relay® ground hub and then up to the aircraft or vice versa. For future planning, should the OCFA choose to supply ground personnel with Wave Relay® and goTenna devices, the aircraft and software has the necessary infrastructure to immediately integrate those users into the network.



As described above in our section on the moving-map display, GeoFOCIS captures, records, and plays back STANAG 4609 compliant video streams (MPEG-2 transport streams with H.264/265 compressed video and MISB 0601 KLV metadata) with minimal latency. It also consolidates the outputs from the TK-9 and enables the operator to create, correlate and refine highly accurate fire products from both sensors, very quickly with minimal effort. The images, videos, and fire products are standardized as required by the EGP interface (GeoTIFF, MPEG2 transport stream, MP4, KML and ESRI SHP shapefiles). GeoFOCIS has already been internally validated with the EGP interface on the USFS NightWatch program. With the addition of the hybrid datalink, GeoFOCIS is able to disseminate this intelligence package directly to the EGP S3 Bucket. Additionally, it is able to update the Aircraft Position KML every 30 seconds so the aircraft's location can be tracked, and products can be viewed in a single web portal.

**Fire Perimeter Outputs (SOW 2.2.2.6).** AEVEX software developers have flown many operational missions as sensor operators with the USFS to gain the knowledge required to continually customize GeoFOCIS for fighting wildfires. As a result, GeoFOCIS now includes specialized tools for marking fire perimeters, correlating them with previous activity, and generating accurate products simply and quickly. The fire perimeter can be created in a few different ways according to the operator's preference. It can be drawn manually in a few seconds by clicking (or touching) on the map or the video and dragging around its boundary. It can be traced by sweeping the sensor's center point around its boundary using the handle controller. Finally, computer vision algorithms have been developed to automatically detect and extract the boundary. In all cases, the operator can easily refine the perimeter by dragging or adding new points.

**Figure 24. GeoFOCIS Displays Fire Perimeters on Terrain, Topographic Map, and Satellite Data.**



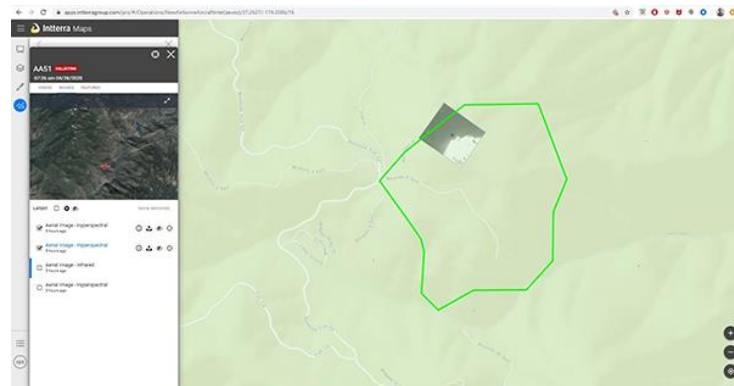
GeoFOCIS includes native support for the fire perimeters and for the ortho-mosaics produced by the TK-9 system. GeoFOCIS can monitor a folder and automatically load the products as they are generated. The sensor operator can then quickly validate the data against the data produced by the FLIR 380-HDc. This enables any discrepancies to be addressed prior to dissemination and ensures a higher quality product without appreciably sacrificing the speed of delivery. GeoFOCIS supports both local and database storage of its video, image, and vector incident products. AEVEX consulted with Intterra and formatted/styled according to the EGP ICD. Furthermore, a data exchange mechanism for EGP's Amazon S3 bucket was developed enabling sensor operators to upload their curated products directly. During a mission, the following products are generated:

- a. Mission Designator File – signifies that a mission is underway
- b. Aircraft Position KML – updates aircraft position every 30 seconds
- c. Active Fire Line KML – polyline of the active fire front
- d. Fire Perimeter KML – polyline of the perimeter of the fire
- e. EO Image – PNG+AUX and GeoTIFF of the sensor's color image
- f. IR Image – PNG+AUX and GeoTIFF of the sensor's infrared system
- g. Map Images – PNG+AUX and GeoTIFF of the map with customizable map layers
- h. Video Clip – MP4 video with audio and a KML designating the video location
- i. Video Clip – MPEG2 transport stream, KLV metadata and audio (STANAG 4609)

GeoFOCIS is distributed with low-resolution elevation data, low-resolution satellite imagery, and street maps and river networks for the entire world. For the Continental United States, it includes high-resolution elevation data (DTED Level 2) and augments this with high-resolution satellite imagery, sectional maps, topographic maps (with mountains, rivers, lakes, canyons and state and county lines), and forest visitor maps for the area of operation. The forest visitor maps include private unmarked roads which are not included on most street maps but are often vital for directing fire fighters. Additional vector layers with mountains, rivers, lakes, canyons, administrative regions, private roads, and previous fire boundaries can be easily added to the operator's workspace. All or some of the layers can be included with the exported map products.

The average imagery volume for an incident intelligence package, including a satellite map, topography map, forest map, and video frames as compressed JPEGs or GeoTIFFs is 12 Megabytes. The size of the fire perimeter in KMZ format is negligible at only 5 kilobytes. The hybrid data link solution we propose provides a sustained transmission rate on and off

**Figure 25. GeoFOCIS Directly Uploads Data to EGP.**



the aircraft at **any location, altitude, and airspeed in the continental United States of 2 Megabits per second**. At this rate, the intelligence package can be **transferred in 48 seconds if the streaming video is interrupted**. As this is undesirable, we **can throttle the data rate to 500 Kilobits per second** which provides **ample bandwidth for high quality streaming video while allowing the package to be transferred in under 3.5 minutes**.

**Operations Plan.** AEVEX uses proven standard operating procedures (SOPs) that are then tailored to meet the customer and mission needs. Each mission includes an aircrew consisting of one (1) Pilot-in-Command (PIC) and one (1) Sensor Operator. Due to safety and crew limitations, the PIC rotates every 12 days and sensor operators will rotate approximately every 21 days. In order to minimize impacts to OCFA's objectives and ensure continuous operations, there is a 1-3 day overlap of the outgoing and incoming operators. This overlap ensures the incoming operator is fully current on the situation and operations. While on site, the Sensor Operator serves as the Site Lead, interfacing and coordinating OCFA stakeholders to gather mission requirements, plan mission execution, and liaison with all on-site team members. Our personnel proposed for FIRIS 2.0 have extensive experience deploying across the globe to support ISR operations, as well as nationally in support of aerial firefighting operations. These personnel are accustomed to operating at remote locations and on a rotational schedule. They are also experienced in responding to short-notice, urgent mission requirements such as through our work supporting USFS NightWatch air attack operations as well as U.S. military ISR. For FIRIS 2.0, our aircrew performs the following:

**Mission Planning.** Team AEVEX's aircrew will conduct daily stand ups with OCFA stakeholders to review mission requirements and develop flight and mission plans. This includes ensuring recent incident data is ingested into the GeoFOCIS database for situational awareness. A pre-mission brief will also be held before each mission. At this brief,

mission objectives, weather, routes, no-fly, quiet hours, etc. are discussed in detail and the mission is planned in order to best meet customer requirements while operating as efficiently and safely as possible. A post flight debrief with the team will also be held to continuously monitor safety, mission details and ways to improve mission support.

**Mission Execution.** During flight, the sensor operator will operate the sensor systems, using GeoFOCIS to ingest and/or generate active fire perimeters, areas of intense heat, and locations of spot fires. Adjusted to the type of tasking, whether initial attack of a new burn or extended attack of an already complex incident, the ATGS and AEVEX operator communicate a specific flight path or orbit to the pilot in order to support the key objectives of the mission. These fire perimeters will be used to generate updated incident maps (or Snapshot Overviews) overlaying the just created fire perimeters onto topography, satellite imagery, and forest maps, each of which provides unique context and insight to the fire. Having these multiple datasets with the video projected on the true 3D terrain allows for the operator to create a narrated video describing the fire overview and any highlighted features. This is all executed while simultaneously streaming products and feed via data link to OCFA stakeholders on the ground.

**Figure 26. NightWatch ATGS Mission Execution.**



**Mission Readiness.** During project performance, one (1) FTR is present 24/7 to provide on-site maintenance support. The FTR can always be reached. The FTR is equipped with a maintenance vehicle containing the necessary parts and tools to maintain the aircraft remotely. The FTR ensures the aircraft platform maintains operational readiness to respond to short-notice mission requirements. In addition, many of our proposed pilots hold an A&P certification and are qualified to support maintenance items. Team AEVEX is familiar with providing on-site maintenance support to sustain high availability rates—on the USFS NightWatch program, we have maintained a 98.8% aircraft availability rate. With 22 years of experience in firefighting operations, Dynamic Aviation has hangars on the West Coast.

## 2. Explain how your Firm keeps abreast of the latest changes in current related aviation and communications technology, fire-related air operations, and other requirements.

The AEVEX Engineering and Technology business unit is specifically focused on advancing technology. We do this by implementing deliberate business practices, empowering our people, and working as a partner with our customers. Our experience as engineers, software developers, mechanics, pilots, and former customers within the U.S. Government on several similar programs provides OCFA with a force multiplier capability in solutions that enhance current and future operations.

Our approach for assessing and providing recommendations to our customers on the technical viability and use of new/enhanced capabilities begins with building/maintaining collaborative relationships across a broad spectrum of local, state, Government, academia, commercial, and industry stakeholders. This collaborative approach is critical to being on the leading edge of trends and changes to identify new, high pay-off technologies,

***"Amazing what [AEVEX] can do with our ideas."***

Region 5 Aerial Supervision  
Program Mgr.



including developmental or commercial-derivative technologies supporting innovation efforts.

Our core business practices promote collaboration at all levels. Our three (3) business units' Vice Presidents, Chief Strategy Officer (CSO), and Chief Technology Officer (CTO) communicate weekly about industry updates across state, local, and Government wide efforts. Additionally, our program directors and managers communicate and collaborate across the enterprise to identify innovative solutions for our customers. AEVEX's programs do not work in silos, they offer feedback and collaboration among all the programs and are tuned in to the successes and lessons learned not just within their own business unit but also across the entire AEVEX enterprise. This collaboration among our team ultimately benefits our customers, as we will gather and apply lessons learned, innovations, and relevant data from **all** AEVEX programs to the FIRIS 2.0 project.

To maintain an understanding of the technology landscape to identify capabilities that can complement, leverage, or enhance current assets and meet common architecture or interoperability profiles, AEVEX personnel attend and often present at venues such as trade shows, conferences, industry events, technology forums (e.g., GEOINT, AUSA, AAAA, AFA, AUVSI, Geospatial World Forum, and Aerial Fire Fighting), and working groups. For example, recently, AEVEX was selected by Special Operations Forces Acquisition, Technology, & Logistics (SOF AT&L) to participate in a USSOCOM Technical Experimentation to showcase our GeoFOCIS software. Our personnel also stay abreast of tactics, techniques, and procedures (TTPs), trends, advancements, and new technology by leveraging relevant connections with Program Offices, Operational Commands, Government laboratories, and other DoD organizations to socialize concepts and foster collaborative relationships.

### 3. Provide information on any innovative or unique methods used that distinguish your Firm from other agencies providing services.

AEVEX was built to be a leading provider of full-spectrum, mission-critical airborne ISR solutions for the global remote sensing community. This has required us to distinguish AEVEX from other organizations providing similar services. We do this by offering in-house, turn-key solutions for software, hardware, and personnel to lower customers' cost, risk, lead time, and down time. Where our competitors are offering off-the-shelf solutions, we are offering fully customizable software and hardware, customized for similar operational environments and flexible for both current and future requirements. AEVEX does not have to wait for off-the-shelf vendors to meet immediate needs—we do it all in-house! Furthermore, our staff brings a passion and commitment to making the world a safer place by serving our customer's mission, striving for continuous improvement, and seeking the most efficient and effective methods.

**“[AEVEX] is a shining example of an organization that is creating dynamic solutions that arm firefighters with the real-time data needed for mission success. Whether it's wildfires in California or Nevada, [AEVEX's] GeoFOCIS solution fills a critical data and innovation need that ultimately saves lives.”**

Mladen Stojic, President  
Hexadon's Geospatial Division

Innovative or unique methods used that distinguish AEVEX are:

**GeoFOCIS** has provided the tools for operators to accurately and efficiently delineate the fire perimeter, representing the nearest real time location of the active fire boundary, as well as any hot spots identified with the IR sensor. With GeoFOCIS, operators ingest a wide variety of GIS file formats to allow for the most recent and relevant data for accurate



situational awareness to the truth of the fire incident. GeoFOCIS strives to always work with industry standard formats (currently supporting over 50 standard formats), which allows for users to integrate with other GIS systems and platforms to eliminate challenges with seamless data integration across the fire response. For example, a GeoFOCIS product can easily be “dragged and dropped” into Google Earth. This is a capability that sets us apart from our competitors.

AEVEX received the following awards for our pioneering work on GeoFOCIS:

- **Hexagon’s Geospatial Division Shaping Change Award** – Announced at HxGN LIVE 2018, Hexagon’s annual conference, the Shaping Change Recognition Program is Hexagon’s highest customer award, acknowledging organizations that consistently make significant contributions to the businesses and industries they serve. AEVEX was recognized with this award for our efforts tailoring GeoFOCIS for firefighters.
- **Luciad Geospatial Excellence Award for Top Developer** – Announced at the Luciad INTERACT 2017 User Conference in 2017, the Luciad Geospatial Excellence Awards acknowledge and celebrates the most ground-breaking applications of geospatial technology. The award was accepted by our Chief Scientist, Darren Butler, Ph.D. who leads the GeoFOCIS product line.

**Integrated Software Development Approach.** Another unique aspect of AEVEX’s solution is that our sensor operators are embedded in the software and hardware development process, and our hardware and software engineers have field experience. This will ensure OCFA receives continuity of support from engineers who understand the mission and provides opportunities for continuous innovation. For example, after the 2018 fire season, AEVEX created a web-based version of GeoFOCIS for dissemination and hosting of USFS products. This web version records and visualizes live mission data (if a datalink is integrated) and provides historical hosting for post-mission analysis and product dissemination. Its database includes keyword, temporal, or spatial searches of historic acquisitions, allowing users to have a side-by-side visual comparison of both old and new data sets. It provides situational context to the video clips by using the video, audio, and metadata to create a consolidated visual and analytical perspective. For example, by combining the video footprint, frame path, and four corner point frame projection, users can not only capture the vantage point and perspective of the acquisition but also gain insight into the current status and movement of the fire.

**Figure 27. AEVEX’s Award-Winning GeoFOCIS Software Suite Provides Unique Capabilities for Aerial Firefighting.**



**Collaboration Approach.** As another example, during the 2019 fire season, the USFS asked AEVEX to work with Intterra to disseminate products to the EGP. Intterra provided AEVEX with an interface control document that detailed the required data formats, styles, and naming conventions. They further provided AEVEX with a test portal, credentials, and S3 bucket to validate the products. AEVEX implemented the required products and transformations and developed a direct data upload module accordingly. The solution was tested with real data from the 2019 season and is ready for full implementation in the 2020 fire season. For the 2020 fire season, the USFS has asked us to integrate a BLOS

capability. This will allow mission products from the aircraft to be disseminated from anywhere in California and at any operational airspeed and altitude. Team AEVEX gladly accepted the request and plans to integrate a Ka-band SATCOM system from Viasat. AEVEX has partnered with Viasat since 2010, integrating numerous SATCOM solutions for various DoD customers supporting missions in the United States, Middle East, Africa, Europe, and South America. Equipped with integrated technologies and robust waveforms, this solution has been proven performance streaming data rates at 2 Mbps.

Throughout the years Team AEVEX has welcomed the challenge of meeting our customer's needs and desires. Our in-house capability and innovative culture enable us to move forward without limits and our dedication to continually improve creates endless possibilities for our customers and our mission. Our uniqueness lies within our collaborative methods and our passion to continue offering unparalleled customer service.

**4. Provide sample of previous related services completed. Include any related imaging and analysis work for relevant projects and other work for consideration. What additional deliverable documentation would you provide for the tasks that you perform?**

Team AEVEX has delivered intelligence packages for more than 550 active fire missions consisting of tailored fire perimeters, snapshot overviews, and narrated video products.

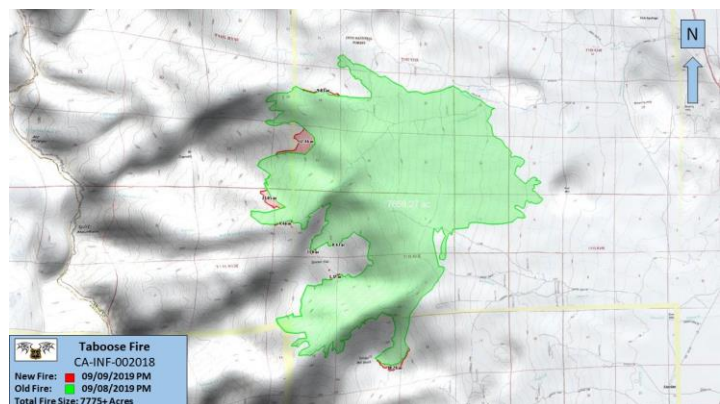
The Snapshot Overview is a 'birds' eye' view, overlaid onto terrain, with the fire perimeter created real-time onboard the aircraft. The overview is delivered as a package of three (3) reporting outputs consisting of satellite imagery, topography, and forest map layers. This provides unique situational awareness of the incident. Shown in **Figure 28** is the Snapshot Overview with satellite imagery layers. The bottom left corner of the report provides specific details such as the name of the fire (Taboose Fire), type of visit (New Fire), the date and time of day (9/8/2019 PM), and the fire size (7659 Acres).

**Figure 28. Snapshot Overview, Satellite Imagery Report.**



In support of the Taboose Fire project, the platform returned to the location the next day (9/9/2019 PM) to determine fire progression. When a platform returns to an incident, GeoFOCIS converts the previous fire perimeter to green and keeps new growth in red. These color standards follow EGP specifications for consistency within the industry. **Figure 29** is the Snapshot Overview with topographic map layers. Whether

**Figure 29. Snapshot Overview, Topographic Map Report.**



generated from TK-9 automated process or derived by an FMV analysts, the fire perimeter is exported as both .KML and .SHP.

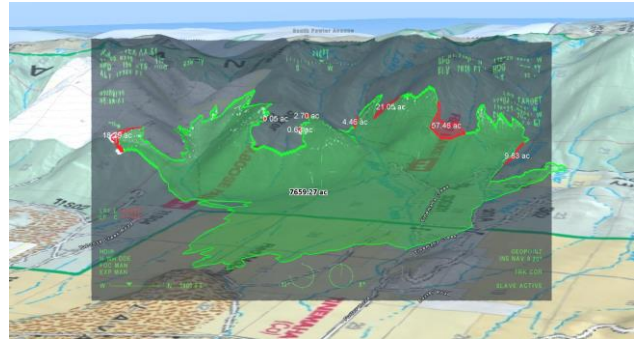
Additionally, the Sensor Operators provide a 3D visualization of the fire perimeter with GeoFOCIS's augmented reality view called "Eye View". **Figure 30** displays the same fire perimeter from 9/9/2019 overlaid onto the forest map allowing the end-user to quickly conceptualize the new growth locations with reference to the terrain.

A key element to creating a COP display is data ingestion as well as data export. This allows a seamless integration with the customer's workflow and a variety of end-user types. GeoFOCIS automatically generates a .TIFF and KML for both map and video feed snapshot using the high-resolution terrain model in the 3D platform. This allows end users to bring these products into other GIS software such as Google Earth, ESRI ArcMap, QGIS and more, without losing of high value metadata.

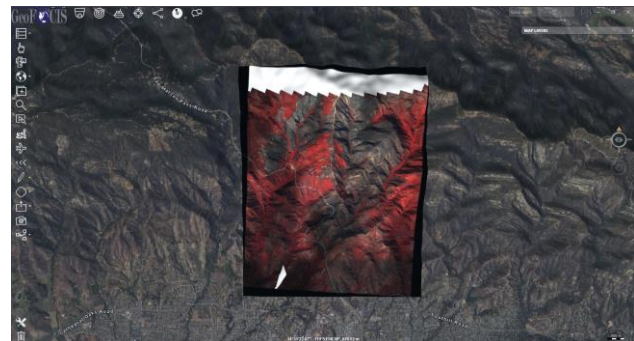
Team AEVEX offers several photogrammetry deliverables when flying with a mapping system such as the Earthwatch TK-9 HD. **Figure 31** displays a 4-band RGBN orthophoto generated from a TK system that can be seen using GeoFOCIS.

The process of creating an orthophoto includes key procedures such as aerial triangulation, ortho-rectification, and radiometric corrections. This is done 'behind the scenes' to provide the user a high-resolution product. This is delivered as both .TIFF and .KML Superoverlay options to accommodate the desired end-user workflow. The true 3D nature of GeoFOCIS allows for the users to take advantage of the rich imagery and meta-data with seamless projection onto terrain with any relevant vector data directly overlaid on the orthophoto as shown in **Figure 32**.

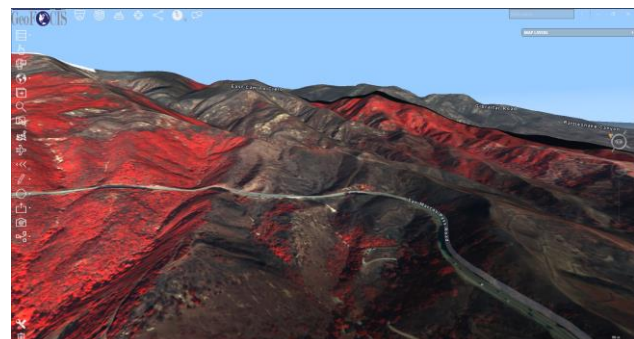
**Figure 30. Eye View with Forest Map Overlay.**



**Figure 31. RGBN Orthophoto Using GeoFOCIS.**



**Figure 32. TK Sensor Orthophoto Overlaid on 3D Terrain.**





**5. What are your Firm's plans to acquire or obtain spare aircraft or equipment if necessary? Please provide details.**

Our partner Dynamic Aviation will provide complete maintenance of the aircraft to ensure sustained operational availability. Their proven approach includes providing timely maintenance by having an FTR on site at all times during mission operations. All FTRs supporting this contract are FAA A&P certified and will be available 24 hours per day, 7 days a week for any maintenance or repair required. This reduces the need for spare aircraft, as this will keep the current aircraft flying and reduce any downtime. For example, on the Nightwatch Program Team AEVEX has maintained a 98.9% availability rate over the last 4 (four) years. The FTR will have a fully equipped mobile maintenance vehicle containing necessary parts and tools for remotely maintaining aircraft. Additionally, Dynamic Aviation's Bridgewater, VA facility is an FAA-approved Part 145 Repair Station. Under this regulation, the FAA has approved and accepted Dynamic Aviation's maintenance and quality processes/procedures to ensure that only trained and qualified personnel perform maintenance on aircraft. Their maintenance capabilities include Production & Maintenance (consisting of airframe teams, air conditioning shop, component shop, avionics team, electrical team, and engine shop) and Structures & Modifications (consisting of sheet metal shop, composite shop, machine/welding shop, and paint shop).

**Figure 33. Our FTRs are Fully Equipped to Sustain Aircraft in the Field and Maintain Availability.**



As part of their maintenance program, Dynamic Aviation provides 24/7 support, including weekend parts support to the on-site FTR. Additionally, Dynamic Aviation has an inventory of over 100,000-line items for the King Air aircraft and its Pratt and Whitney engines which are used in support of contracted aircraft. Aircraft on Ground items will be sent through counter-to-counter services through U.S. Airways or other air carriers which typically are shipped same day. To promote uninterrupted mission performance, Dynamic Aviation's Flight Operations department includes a Systems Operations Center (SOC) and Maintenance Control Center (MCC) staffed 24/7 to provide flight tracking, technical support, troubleshooting, and expedited parts shipping.

General maintenance procedures are accomplished in accordance with the relevant portions of Section 10 of Dynamic Aviation's FAA approved 135 Operations Manual. The aircraft will be maintained to FAR 135 standards regarding all manufacturer recommendations for maintenance to include life limits, recommended overhaul intervals, as well as mandatory service bulletins on airframe, engines, propellers, appliances, and emergency equipment. Dynamic Aviation operates on an approved Time Before Overhaul (TBO) extension program and owns the aircraft, operating in accordance with the extension. Dynamic Aviation will ensure that the Interagency Airplane Data Record Card is posted inside the aircraft at all times. While on contract, Dynamic Aviation ensures that a copy of the current maintenance record required by 14 CFR 91.417 is kept at their base of operation in Bridgewater, VA. To support their maintenance program, Dynamic Aviation implements a comprehensive Enterprise Resource Planning (ERP) system called Pentagon. This system manages inventory, logistics, maintenance tasks, and flight logging.

Aside from the aircraft maintenance plan, Team AEVEX also uses its AS9100D/ISO 9001:2015 certified Harrisonburg facility for reach back support for all cabling needs. As well



as any quick turn machining and fabrication needs for any repairs. Team AEVEX also uses its business relationships with OEM partners should the need arise for any repair or replacement systems.

## 4.2. Staffing

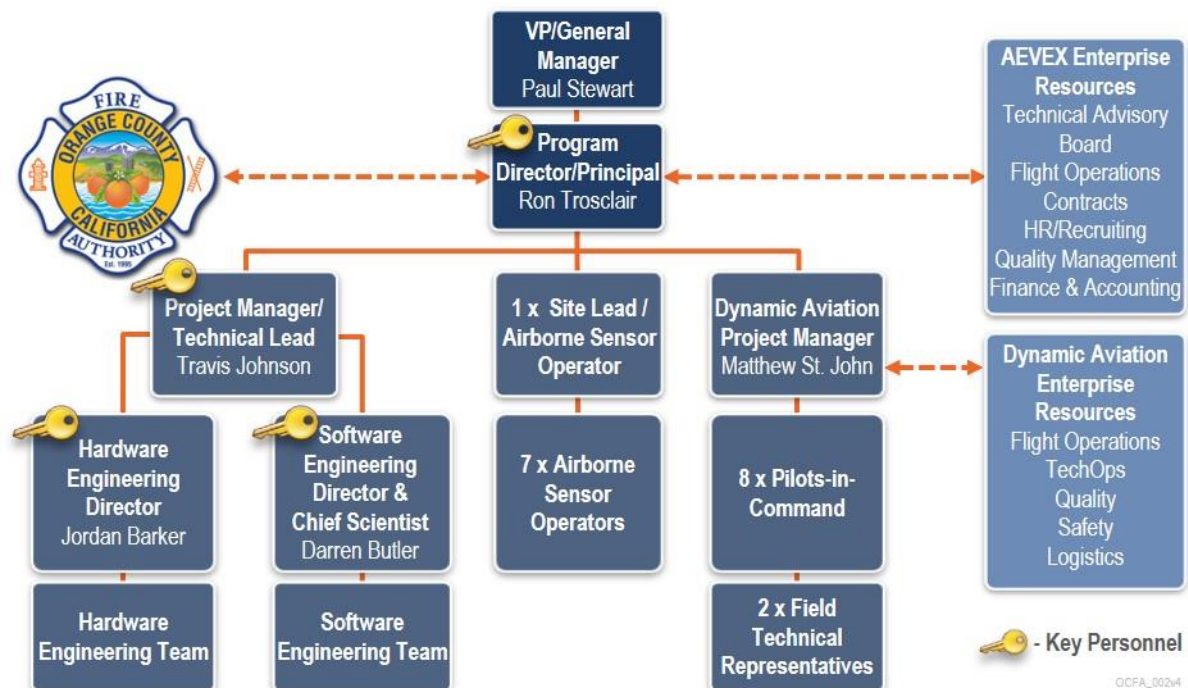
### 6. Provide the name of the principal or project manager in the firm who will have direct and continued responsibility for the project.

Team AEVEX has the resources in place now to effectively manage both aircraft operational customization and aerial data collection. Our culture is founded on providing highly qualified, mission-focused personnel coupled with proven infrastructure and processes to deliver agile and responsive project management support. Our Program Director Mr. Ron Trosclair brings 30 years of experience managing large-scale aviation programs and is PMP certified. Ron chose Mr. Travis Johnson as our Project Manager. Travis brings 16 years of experience leading complex aircraft engineering/integration efforts. Detailed background information about Ron and Travis can be found in **Figure 38. Key Personnel**. Their resumes can be found in **6) below**.

### 7. Please describe how your firm will fulfill the services requirements called for in this RFP. Indicate your ability to commit resources through the term of a project. Indicate whether you have contracts with resources to ensure their long-term availability for projects.

AEVEX assembled a project team to provide streamlined, synchronized support with clear lines of responsibility and communication and dedicated management oversight. This team is supported by AEVEX enterprise resources such as our Operations, Contracts, HR/Recruiting, Finance and Accounting (F&A), Safety, Quality, and Security departments. These departments provide dedicated oversight, back-office support, and reach-back capability to ensure responsive and effective customer service. **Figure 34** shows how our organization communicates seamlessly with each other and most importantly with OCFA.

**Figure 34. Team AEVEX Organizational Structure.**



The airborne operations team shown in this structure is the required crew to operate and sustain two (2) aircraft platforms based at two (2) separate locations in California, with 24-hour availability. To support a 24-hour availability at one (1) site and a 12-hour availability schedule at a second site, we would scale this team down to six (6) Sensor Operators, six (6) Pilots-in-Command, and two (2) Field Technical Representatives (FTRs).

Team AEVEX successfully provides qualified personnel on airborne programs that span across multiple years and follow-on contracts. For example, both AEVEX and Dynamic Aviation have performed on the U.S. Army Night Eagle ISR program since its inception in 2008. This experience demonstrates our ability to ensure consistent staffing on complex programs with no degradation of service and with agile, responsive customer support. Based on our experience performing other airborne collection efforts, we understand the skills, experience, and caliber of personnel required to execute FIRIS 2.0. **Figure 35** outlines our proposed project team and their duties and responsibilities.

**Figure 35. Project Team Roles & Responsibilities.**

<b>Program Director/ Principal Ron Trosclair</b> 	<ul style="list-style-type: none"> <li>Responsible for all planning, management, and completion of contract activities and directs the overall execution of operations</li> <li>Ensures contract compliance and performance quality with respect to deliverables, schedules, budgets, and technical performance</li> <li>Interfaces with OCFA stakeholders to ensure customer satisfaction, serving as primary point of contact and submit reports as required</li> <li>Oversees processes and procedures to ensure effective deployment and task execution to meet all program requirements</li> </ul>
<b>Project Manager/ Technical Lead Travis Johnson</b> 	<ul style="list-style-type: none"> <li>Oversees aircraft integration activities to design, develop, and integrate the FIRIS 2.0 sensors and mission systems</li> <li>Ensures engineering designs and manufacturing adheres to ANSI, ASME, ISO, and MIL-STD standards and requirements</li> <li>Prepares design drawings and diagrams, system schematics, electrical load analyses, and other design documentation and facilitates the PDR/CDR process and AEVEX's Engineering Change Process for any revisions during design and manufacturing</li> </ul>
<b>Subcontractor Project Manager Matthew St. John</b> 	<ul style="list-style-type: none"> <li>Interfaces with and reports to the AEVEX management team on a regular basis regarding performance, manning, cost, and schedule</li> <li>Engages and coordinates corporate and operational resources within their organization to support the FIRIS 2.0 project</li> <li>Oversees subcontractor staff and ensures compliance with AEVEX and OCFA requirements and performance standards</li> <li>Ensures a qualified workforce is maintained to rapidly respond to customer needs and requirements</li> </ul>
<b>Hardware Engineering Director Jordan Barker</b> 	<ul style="list-style-type: none"> <li>Oversees the procurement, fabrication, installation, testing, and integration of all hardware systems and components</li> <li>Translates component-level schematics into an overall installation drawing serving as the baseline for integration activities</li> <li>Enforces corporate AS9100D and ISO 9001:2015 policies and procedures to ensure consistent, high quality engineering</li> </ul>
<b>Software Engineering Director &amp; Chief Scientist Darren Butler, Ph.D.</b> 	<ul style="list-style-type: none"> <li>Oversees all development, installation, testing, and integration activities to implement the moving-map display and sensor system software</li> <li>Develops software requirements documentation, roadmaps, and schematics to implement GIS systems/software</li> <li>Directs the Software Engineering Team in configuring the GeoFOCIS database and ingesting OCFA fire symbology</li> <li>Ensures all base elevation data, base raster layers, and base vector layers are loaded for OCFA fire operations</li> </ul>

<b>8 x Pilots-in-Command</b>	<ul style="list-style-type: none"> <li>Conducts on-demand aerial firefighting flights in an ATGS role in response to regional needs</li> <li>Performs on-demand repositioning flights and operates per Part 135 regulations, operations specifications, and policies/procedures</li> <li>Performs ground duties to include training, reports, and other paperwork; regulatory requirements; and aircraft maintenance</li> <li>Responsible for the safety of the aircraft and passengers, as well as loading/unloading of occupants and cargo</li> <li>Ensures compliance with Government directions as well as applicable federal or state regulations and contract provisions</li> </ul>
<b>8 x Sensor Operators (7 SOs and 1 Lead SO)</b>	<ul style="list-style-type: none"> <li>Coordinates with flight crew and customer stakeholders to ensure successful mission completion</li> <li>Contributes to pre and post mission briefing with flight crew to ensure required mission data is collected successfully</li> <li>Performs equipment maintenance and mission preparation; checks radios and mission equipment; develops and loads flight plans</li> <li>Serves as system lead during the mission, operating sensors/software to collect and analyze data.</li> <li>Generates real-time fire perimeters, incident maps, and video products and then disseminates intelligence package and video streaming to ground users</li> </ul>
<b>2 x Field Technical Representative</b>	<ul style="list-style-type: none"> <li>Performs all scheduled/unscheduled maintenance on assigned aircraft assuring aircraft is available for flight missions on an ongoing basis</li> <li>Maintains parts inventory and service vehicle, including driving from one location to another at the customer's request</li> <li>Establishes relationship with FBOs and other service providers at each location the plane is stationed</li> <li>Responsible for providing aircraft status, maintenance paperwork, daily location and activities to corporate flight management personnel.</li> </ul>
<b>Hardware Engineering Team</b>	<ul style="list-style-type: none"> <li>Performs the design, fabrication, manufacturing, engineering, integration, testing, and FAA approval coordination/documentation for aircraft modifications and mission systems installation.</li> <li>Delivers innovative airborne solutions and technologies, with the in-house expertise and resources to deliver customized systems and equipment, without the need to outsource</li> </ul>
<b>Software Engineering Team</b>	<ul style="list-style-type: none"> <li>Develops the design, programming, and implementation of the GeoFOCIS software system, GIS architecture, and sensor system software.</li> <li>Performs programming, server software operations, custom programs and workflows for OCFA, database development, user interface design, and quality/configuration control.</li> <li>Assists with aircraft integration, our developers provide 24/7 technical support to the FIRIS 2.0 project team to quickly resolve any issues and address customer needs.</li> </ul>
<b>Flight Operations Team</b>	<ul style="list-style-type: none"> <li>Ensures adherence to all FAA regulations and customer standards</li> <li>Provides flight tracking, technical support, troubleshooting, and expedited parts shipping</li> <li>Manages and schedules all aircraft modifications and testing</li> <li>Performs sensor modifications, phase inspections, and troubleshooting.</li> </ul>

**8. Describe your firm's ability to provide personnel with the aviation knowledge, technical knowledge and qualifications outlined in the position requirements without any loss of service or performance levels to the OCFA.**

**Fully Qualified, Technically Knowledgeable FIRIS 2.0 Staff.** Team AEVEX is fully staffed with pilots, sensor operators, mechanics, engineers, and software developers who have multiple years of experience with USFS and BLM aerial firefighting. They will leverage this expertise to ensure FIRIS 2.0 operations are executed in accordance with OCFA and national interagency standards, without any loss of service or performance levels. Additionally, many of our proposed staff have performed on DoD ISR programs where they operate, maintain, and deliver intelligence products in support of highly sensitive, no-fail mission requirements. Demonstrating Team AEVEX's dedication to our customers' mission, both AEVEX and Dynamic Aviation have supported the USFS NightWatch program together since 2016 and the U.S. Army Night Eagle/Saturn Arch ISR programs since their inception in 2008/2009, playing a key role in their transition from design to programs of record.

Our proposed staff is supported by Team AEVEX collective 39 years of experience in aviation, aircraft engineering and integration, and aerial data collection, with 1,230 professionals on staff specializing in these fields. We bring over 2.6 million operational hours supporting global aviation and intelligence operations and have delivered over 98 aircraft platforms to special mission customers. Our FIRIS 2.0 staff will be supported by this broad bench of expertise that has successfully execute global aviation programs for customers such as the U.S. Air Force, U.S. Army, U.S. Navy, U.S. Special Operations Command, and U.S. Department of State.

**Technical Advisory Board.** Team AEVEX consists of aviation, technical, and programmatic experts with distinguished careers in senior leadership and operational roles within the U.S. DoD, primarily within the ISR community. For FIRIS 2.0, we have selected some of these experts to establish a Technical Advisory Board (**Figure 36**) to advise and assist project personnel during planning and execution. This board will help facilitate the implementation of best practices, efficiencies, and innovative approaches as well as expedite problem resolution and ensure customer satisfaction throughout project performance.

**Figure 36. Technical Advisory Board.**

Technical Advisory Board	
<b>AEVEX Engineering &amp; Technology Vice President &amp; General Manager</b> Paul Stewart	20+ years of experience leading personnel, projects, and programs to deliver complex technical solutions. Prior to AEVEX, served as Director of Programs at ZMicro, Inc. where he provided strategic direction for new product development, and was an early employee of ForceX (now L-3 ForceX) serving as a key member of the senior leadership team. Holds an MBA, B.S. in Information Technology, A.A.S in Avionics Systems Technology; and an A.S. in Electronical Engineering Technology.
<b>AEVEX Aerospace Chief Technology Officer (CTO)</b> Manan Patel	13+ years of experience leading and ensuring the successful completion of airborne engineering and operational efforts. Prior to AEVEX, served as founder and CEO of Special Operations Solutions, which grew to support several global, high-profile ISR programs. Also served as an Electronics Engineer with the U.S. Army where he developed, implemented, and enhanced innovative technologies for ISR operations. Holds an M.S. in Electrical Engineering and a B.S. in Electrical Engineering.



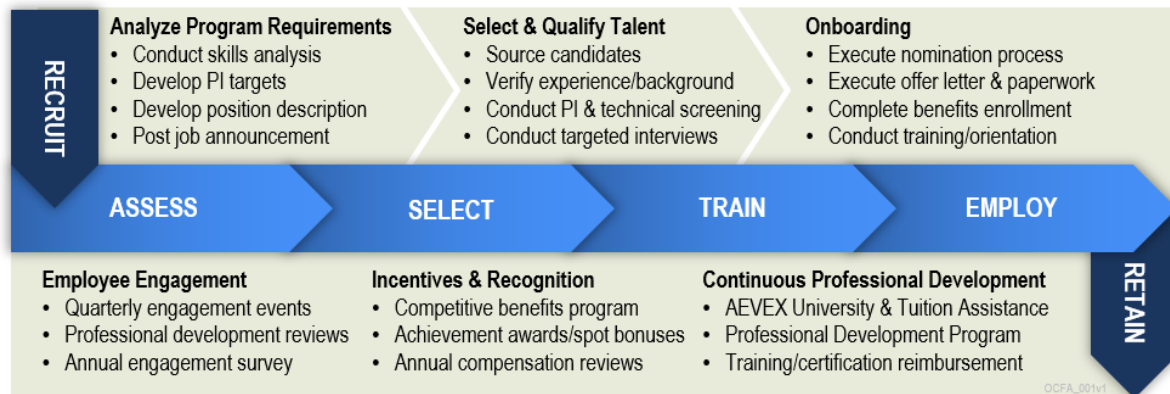
<b>AEVEX Aerospace Chief Pilot</b> Bruce Maxwell	17+ years of experience in manned and unmanned aircraft operations, test and evaluation, and program management. Previous roles include Chief Pilot, Instructor Pilot, Test Pilot, Flight Operations Chief, and Site Manager. Track record of over 2,350 total manned flight time hours, including 2,130 hours as PIC. U.S. Navy veteran and graduate of the National Test Pilot School. Holds an M.S. in Flight Test and Evaluation and a B.S. in Professional Aeronautics.
<b>AEVEX Aerospace Senior Software Architect</b> Don Burns	32+ years of experience of experience in software development and real-time 3D visualization, with experience on 3D map projects, including mission critical augmented reality maps integrated with live video. Portfolio includes developing the precursor to Google Earth and playing a key development role in OpenSceneGraph. Prior to AEVEX, served as CTO of AeroComputers, Inc. and as Senior Embedded Software Engineer at Nvidia Corp. Holds a Master's degree in Software Engineering.
<b>Dynamic Aviation Director of Business Development Technical Solutions</b> Jason Burkholder	20+ years of experience in aircraft maintenance and modification, currently serving as Dynamic Aviation's primary subject matter expert for formulating and discussing potential solutions to customer requirements. Prior roles include serving in a number of capacities including as an A&P Mechanic, Maintenance Manager, Maintenance Operations Manager, and Director of Special Projects.

**9. Explain how your Firm selects and retains resources with current, high-quality skill sets.**

While Team AEVEX already employs the personnel required to mobilize and execute FIRIS 2.0, in the event that there is a position vacancy or change in scope, AEVEX implements a continuous and deliberate recruiting process to quickly meet operational staffing needs. As a large business that executes with the agility of a small, our process is designed to rapidly source, vet, and onboard employees. Our approach goes beyond the position's minimum requirements to assess the customer, task, professional community, and operating environment and determine the optimal staffing solution based on experience, education, temperament, and past accomplishments. Our process has been proven and refined over the past decade, enabling us to successfully provide a disciplined, professional, and experienced cadre of aviation and remote sensing experts. Our partner Dynamic Aviation has been staffing qualified pilots for aerial firefighting, aerial mapping, and other special missions for over 22 years. With our team's experience supporting USFS and BLM aerial firefighting operations, we understand what it takes to work a project such as FIRIS, how to identify the right personnel, and how to build a cohesive team working as a good partner to our customer.

AEVEX seeks talented individuals whose personalities and values fit with those of our customer, as well as within AEVEX's core values of Excellence, Integrity, Accountability, Tenacity, and Service and empowering people to make the world a safer place. Our recruiting and retention approach is summarized in **Figure 37** below.

**Figure 37. Recruiting and Retention.**



**Recruiting.** Our candidates undergo careful vetting and a rigorous pre-screening process, specifically tailored to the project. Our full-time Human Resources (HR)/Recruiting department executes the AEVEX Talent Selection Process, leveraging a suite of tools to identify suitable candidates that match the specific program requirements (Predictive Index), maintain an in-house data base of potential talent and manage the hiring process (Lever), on-board and manage employee benefits (Zenefits). These tools are described below:

- **Predictive Index (PI)** - The PI compares candidates against pre-defined behavioral and cognitive job requirements. After defining the specifics of the position, the PI software guides us through setting behavioral and cognitive job targets. The candidates complete a self-assessment and then PI assists AEVEX in developing targeted interview questions based on the candidate's behavioral pattern.
- **Lever** – Lever is an applicant tracking system to streamline our hiring process. It stores resumes and candidate information, routes candidates to the appropriate hiring manager to review, and tracks a candidate's progression through the hiring process.
- **Zenefits** – Zenefits is our HR system that ingests data from Lever and facilitates our onboarding process. The platform includes all employee onboarding documentation and a self-service benefits management portal.

AEVEX selects candidates with current, high-quality skill sets through a number of resources. Our employee referral program is the source for approximately 25% of our hires and these referred candidates are typically the highest performing assets we possess. Another source is job boards such as Diversity Jobs, LinkedIn, Indeed, Clearance Jobs, JSfirm, and Guard Reserve Jobs. These databases ensure AEVEX's open positions are distributed to a diverse population where we can select the most qualified applicants. As matter of practice, we maintain a bench for positions that we regularly staff such as sensor operators for aerial firefighting operations. Our HR/Recruiting department screens candidates and maintains contact to stay updated on availability and qualification for future use on our programs. Availability dates, qualifications, and PI results are all maintained for these candidates so that they are available to hire and deploy at a moment's notice.



**Retention.** AEVEX recognizes that our employees are our most critical asset and places high importance on the human and cultural dynamics that influence an agile professional culture. We take an integrated management approach to attract, motivate, and retain a highly qualified workforce meeting the needs and expectations of our customers. To sustain our competitiveness in the labor market, we maintain flexibility in our total compensation

strategy, policies, and practices. Our HR team continually reviews and enhances our total compensation plan to ensure we remain competitive in today's aviation, technology, and intelligence sectors where aggressive compensation and benefit plans are critical for attracting and retaining the best talent. We combine competitive compensation and comprehensive benefits with non-monetary incentives and awards to create an environment that values the skills and contributions of each employee. Additionally, we have resources in place to provide a clear path for employee professional development. Our total compensation plan results in a stable and loyal workforce that mitigates risk to execution due to loss of knowledge, relationships, or from inefficiencies due to training new personnel. Our retention success is demonstrated by our staff's tenure with AEVEX—many members of our technical team proposed for OCFA have been with AEVEX for 5 to 10 years.

**10. Provide information regarding assigned persons regarding experience in providing services as described. Include resumes for each of your assigned team members including specific knowledge, expertise and experience in providing services as described. Pilot carding, certifications, experience in the specific services required. Include a description of training for team members including initial training program and any ongoing training/monitoring. Identify all licenses/certifications currently held.**

AEVEX has identified project personnel who are qualified and ready to perform upon contract award. To manage FIRIS 2.0, we have selected key personnel who bring a depth of experience overseeing and/or conducting airborne engineering and flight operations supporting U.S. Government customers, to include the USFS. Highlights of key personnel qualifications and experience are provided in **Figure 38**.

**Figure 38. Key Personnel.**

AEVEX Key Personnel	
Program Director/Principal – Ron Trosclair	
	<p>Ron Trosclair is the Director of Programs for AEVEX Engineering and Technology. He has over 30 years of experience leading military, civilian and contractor teams, both large and small, across all facets of aviation for the U.S. Department of Defense and other aviation customers. Most of his time has been spent managing ISR aviation programs and other discrete capabilities for worldwide customers. At AEVEX, he is responsible for directing engineering and operational programs and cross-functional resources across AEVEX. Furthermore, Ron oversees and manages AEVEX's USFS NightWatch program and the personnel conducting aerial fire missions. Prior to joining AEVEX, Ron was the Deputy Director of Special Programs for the USAF's acquisition division, Big Safari, in Greenville, TX. He was responsible for leading and managing a highly motivated team to execute urgent needs, aircraft acquisition, aircraft modification, and worldwide sustainment support. Previously, Ron retired from a 20-year distinguished career as an aircraft maintenance and munitions Air Force officer. He is PMP certified with a B.S. degree in Electrical Engineering and is a candidate for a Master's degree in Aerospace Management and Safety from Embry Riddle University. Additionally, Ron serves as an AEVEX mentor, a Dallas Chapter of Project Management Institute mentor, and he serves as the Dallas/Fort Worth Military Liaison.</p>
Project Manager/Technical Lead – Travis Johnson	
	<p>Travis Johnson has 16 years of experience in the aerospace engineering and manufacturing field, currently serving as AEVEX's Senior Design Engineer and Project Manager. Prior to AEVEX, he served as Engineering Design Manager at Leidos/SAIC and as Lead Mechanical Designer at Numatics Actuator where he has provided design and engineering support for various special project integration programs. Travis has worked on high-profile U.S. military airborne remote sensing programs such as U.S. Army Saturn Arch and ARL-E, as well as for USFS NightWatch, ensuring the on-time delivery and schedule/cost control throughout each project. His skills include creating concept designs and detailed fabrication, assembly, and installation drawing packages for various airframes, ensuring compliance with manufacturing and ANSI standards. He is adept in Solidworks, Inventor, AutoCAD, AutoCAD Mechanical, Synergis Adept, TurboNest CNC code writer, and GeoMagic. Travis holds</p>

#### AEVEX Key Personnel

a Geometric Dimensioning and Tolerancing certification and an A.A.S degree with a Design Engineering Technology Certificate.

#### Hardware Engineering Director – Jordan Barker



Jordan Barker has 10 years of experience leading hardware engineering and integration, flight test, and rapid prototyping teams. He is responsible for planning, executing, and overseeing complex engineering and systems integration projects. Jordan is a skilled engineer across a variety of scientific, mathematic, and technological disciplines and is experienced at designing, fabricating, integrating, testing, and maintaining various technology and equipment in support of airborne programs. For example, Jordan developed AEVEX's MC Control data acquisition system, which has been instrumental in several U.S. government aircraft receiving AWRs. His experience includes serving as

Assistant Technical Lead for system testing of airborne sensor equipment and ISR sensors on the U.S. Army Saturn Arch aircraft. He has also served as Lead Instrumentation and Flight Test Engineer for a U.S. Army rotary platform upgrade program. He holds a B.S. in Integrated Science and Technology and is a certified LabVIEW Associate Developer.

#### Software Engineering Director & Chief Scientist – Darren Butler, Ph.D.



Dr. Darren Butler has 19 years of experience in software engineering with proven experience as a Lead Designer/Developer. He is AEVEX's Chief Scientist and the developer of our GeoFOCIS product suite and currently serves as Chief Scientist for the maintenance and enhancement of the software. Darren has led the customization of GeoFOCIS for firefighting operations. Prior to AEVEX, he served as Lead Developer and Technical Lead for projects such as VideoQuest™ (an extension of ESRI ArcGIS Desktop) and the TerraSight™ product suite. He is skilled in numerous programming languages and has extensive experience with GIS systems such as ESRI ArcGIS

Desktop, Server, Engine; ArcSDE; ArcGIS Online; Oracle Spatial, Access, Microsoft SQL Server, MySQL, and PostgreSQL/PostGIS; and various other databases, tool kits, frameworks, and applications. He holds a Ph.D. in Image and Video Processing; a Bachelor's degree in Electrical and Electronic Systems Engineering; and another Bachelor's degree in Information Technology.

**Initial Training.** All proposed staff are currently trained/qualified for the FIRIS 2.0 project, including several personnel who are experienced conducting flight and sensor operations for aerial firefighting. This is demonstrated in the resumes provided in

#### 6) Proposed Individuals' Resumes for Services.

**Ongoing Training/Monitoring.** Throughout project performance, AEVEX's key personnel track and ensure project personnel maintain proficiency and remain qualified to perform their duties. For new hire and refresher training, a technical representative from our Software and/or Hardware Engineering Teams will conduct training on topics such as: Introduction to Systems, Operating Systems, Configuring/Operating Software, and Maintaining Systems. When a new hardware or software change/update is implemented, FIRIS 2.0 operators will receive the necessary training materials and instruction to maintain continuity of operations on the project. AEVEX incorporates OEM personnel, equipment, and materials into our training to minimize costs and deliver in depth training. Additionally, our partner Dynamic Aviation also maintains a Flight and Maintenance Training department to ensure crewmembers are thoroughly trained and knowledgeable of the concept of operations and maintain their qualification.

### 4.3. Customer Service

Team AEVEX has the resources in place now to effectively manage both aircraft missionization and aerial data collection operations. Our culture is founded on providing highly qualified, mission-focused personnel coupled with proven infrastructure and processes to deliver agile and responsive project management support. Our Program



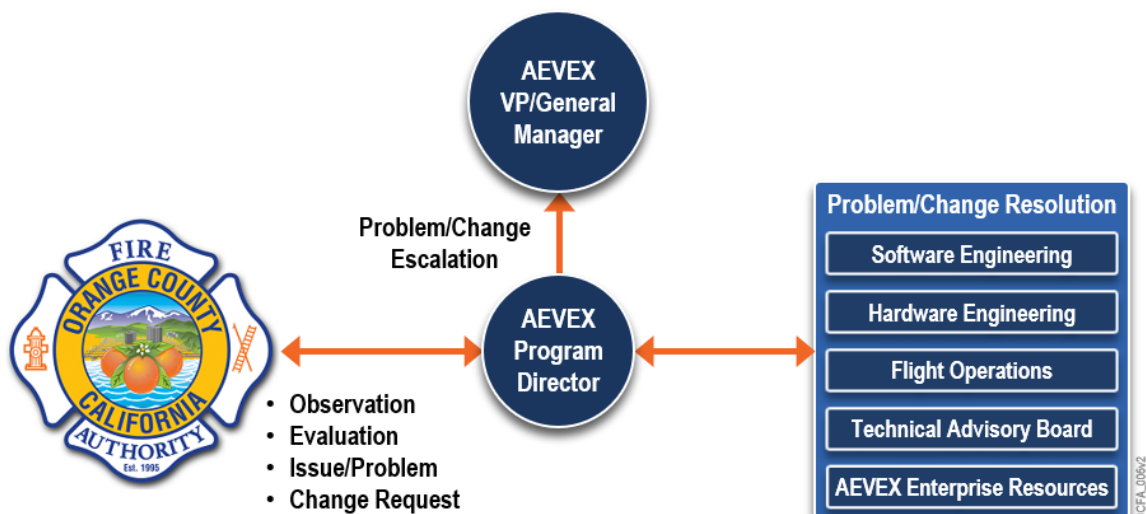
Director Mr. Ron Trosclair brings 30 years of experience managing large-scale aviation programs and is PMP certified. Our Project Manager Mr. Travis Johnson brings 16 years of experience leading complex aircraft engineering/integration efforts. This management team is supported by AEVEX enterprise resources such as our Operations, Contracts, HR/Recruiting, Finance and Accounting (F&A), Safety, Quality, and Security departments. These departments provide dedicated oversight, back-office support, and reach-back capability to ensure responsive and effective customer service.

**11. Describe the level of customer service that will be provided, including procedure that will ensure consistency and problem escalation and resolution. The description should include: customer service organizational structure, contact process, follow up process, other internal procedures.**

Our company is built to perform end-to-end ISR solutions with the agility, flexibility, passion, and all-hands-on-deck customer service mentality of a small business, but with the resources, depth, and experience of a large business. Team AEVEX's approach to ensuring quality customer service includes implementing management processes and controls based on Project Management Body of Knowledge (PMBOK) best practices and lessons learned gained from our companies combined 39+ years managing airborne programs. In the following sections we outline how AEVEX provides customer service support and manage the FIRIS 2.0 project. Upon contract award, we will work with OCFA to refine and tailor our approach to specific needs and requirements.

**Problem Escalation and Resolution.** During project performance, AEVEX provides OCFA with 24/7 access to our Program Director to respond to any issues, problems, or needs. Mr. Trosclair is responsible for identifying deficiencies via observations, reporting, and customer feedback and implementing problem resolution actions to correct or prevent deficiencies. Additionally, he establishes and trains project personnel on processes for preventing problems, quality metrics/indicators, and problem escalation procedures. Both Mr. Trosclair and Mr. Johnson maintain open communication with OCFA for feedback and collaboration, to include soliciting a customer satisfaction survey on monthly basis, or as desired by OCFA. All issues or concerns are handled at the lowest appropriate level with the visibility and support of our Technical Advisory Board, enterprise resources, and senior AEVEX leadership. **Figure 39** outlines our customer service organization and problem/change response procedures.

**Figure 39. Customer Service Organization.**



For any change request, software/hardware customizations, or other customer needs related to project performance, our Program Director engages the appropriate team to quickly implement the change per OCFA requirements. Telephone, email, video conferences are conducted to request feedback from the customer as well as receive feedback. The feedback is entered and managed through our issues tracking process until resolved. Periodic updates on issues are communicated at regularly scheduled meetings or more frequently as required by the customer.

**Project Consistency.** We maintain project consistency using a methodology of centralized planning and decentralized control via reporting. The Program Director and Project Manager will work together to develop a Project Management Plan (PMP) that includes a Work Breakdown Structure (WBS) and Integrated Master Schedule (IMS). Throughout each project phase, they will monitor and control to ensure deliverable, schedule, budget, and technical performance compliance and customer satisfaction. This includes measuring schedule and costs against baselines and taking corrective actions as necessary, holding project status meetings, providing reviews and reports, and managing risks.

The OCFA project team is supported by our F&A department, who assist with project control measures and implement planning, review, control, execution, and closeout processes. This includes developing reports that present project status and work valuation, preparing estimates to complete, and auditing existing expenditures to ensure billed costs are suitably aligned. Our Contracts department maintains, monitors, and revises configuration control of the contract and project documentation, as well as oversees and audits to ensure contract compliance. AEVEX uses Unanet time and attendance software to record and track labor hours. Our project management team maintains awareness of all resources being used on the project, tracks all costs, and reallocates resources as needed.

The following sections describe our other internal procedures that facilitate communications, contract and follow up, and quality, subcontractor, risk/safety, and logistics resource management for optimal customer service support.

**Communications Management (Contract and Follow up).** Upon contract award, AEVEX's Program Director and Project Manager will coordinate with OCFA to schedule and conduct a project kick-off meeting. This meeting will review OCFA requirements, AEVEX's technical approach, personnel and manning status, aircraft and equipment status, project schedule, risk management issues, and other topics as coordinated with OCFA. To enable consistent communication during the project, AEVEX's Program Director will work with OCFA to establish a briefing and reporting cycle and provide information sharing that facilitates innovation, improvement, and customer satisfaction. AEVEX will submit a status report, as directed, providing the status of on-site personnel and those in rotation, aircraft status, etc. as well as submit any other required deliverables. The Program Director and Project Manager will also conduct site visits, as desired, to interface with OCFA, addressing any concerns/issues and ensuring needs/goals are being met

To facilitate internal Team AEVEX communications, we will conduct weekly team meetings, regular reporting and reviews, and timely, impromptu communications as needed to address any issue that impacts project performance and our customer. Project personnel are responsible for weekly reporting to the Project Manager, who then submits weekly reports to the Program Director, summarizing project status, deliverable accomplishments, major updates, and any new requirements. This includes reporting on finances, submitted and upcoming deliverables, potential risks, resources required, problem resolution,

anticipated changes, schedules, and personnel status. This reporting serves as a key layer of cost, schedule, and quality surveillance.

**Online Project Portal** – AEVEX uses a Microsoft SharePoint-based project management portal that provides on demand awareness of project elements and documentation, configuration and change management, deliverable and report tracking, and project team communication. This tool helps ensure common understanding of project requirements and standards to maintain quality and continuity.

**Quality Management.** AEVEX's Production Facility in Harrisonburg, VA is both AS9100D and ISO 9001:2015 certified, with a Quality Management System (QMS) and documented policies and procedures for quality assurance (QA) and quality control (QC). We have a dedicated Quality Management Representative Ms. Brittany Tucker who ensures that processes needed for the QMS are established, implemented, and maintained and reports to AEVEX management on a regular basis regarding quality performance and areas for improvement. AEVEX's QMS is designed with a focus on enhancing customer satisfaction, ensuring that:



- Customer and applicable statutory and regulatory requirements are determined, understood, and consistently met
- Risks and opportunities that can affect conformity of products and services are addressed. The ability to enhance customer satisfaction is determined and addressed
- Product and service conformity and on-time delivery performance are measured, and appropriate actions taken to meet objectives and standards

Additionally, our partner Dynamic Aviation maintains a Quality Department at their headquarters/airport in Bridgewater, VA. This includes an FAA-approved inspection program to ensure all work, parts, processes etc. meet customer and industry standards. These inspections encompass parts fabrication, engineering, logistics, and maintenance work.

**Subcontractor Management.** The AEVEX Program Director is responsible for subcontractor performance, in conjunction with our Project Manager and technical/site leads. Dynamic Aviation is incorporated into project planning and regular reports to AEVEX on performance through scheduled meetings, status reporting, and frequent informal communications. Our approach, built on clear goals and common program processes, ensures our subcontractors remain focused and compliant with project requirements, to include cost, risk, quality, and schedule. Our methods for integrating, controlling, and managing subcontractors ensures our subcontractor has defined responsibilities, clear lines of communication, and measures for performance. Our subcontract management methods include:

- A Teaming Agreement defining work to be performed with specific cross-references to the SOW to ensure clear understanding of roles
- A Subcontract Agreement with the flow-down of contract general terms, conditions, and special provisions. Includes linking subcontractor's performance incentives to those of AEVEX and cross-references to the SOW

- A Project Kick-Off Meeting to ensure our subcontractor understands AEVEX's management procedures and standards as well as OCFA project-specific requirements, procedures, and standards.
- A Subcontractor Performance Plan that establishes performance measures and metrics correlating to the subcontractor's aspect of the work and deliverables. Identify and incorporate lessons learned for continuous improvement
- Integrated Planning and Regular Reporting to optimize solutions and customer support and monitor technical, cost, and schedule performance

We integrate our subcontractors into the project, and their employees operate as essential members of Team AEVEX. Dynamic Aviation has dedicated a Project Manager Mr. Matthew St. John who will be held accountable for the integration of Dynamic Aviation corporate resources and employees into the FIRIS 2.0 project.

**Risk and Safety Management.** AEVEX's Program Director and Project Manager are responsible for identifying and analyzing potential risks to technical performance, schedule, and cost; planning and implementing mitigating/avoidance actions to reduce the likelihood of occurrence; and monitoring and tracking risks, adapting to changing contract circumstances to control program risks. This includes overseeing the risk management process, evaluating program risks, continually assessing the program for root causes, monitoring risk status, and managing risk mitigation activities. They are supported by our Technical Advisory Board and enterprise resources to help identify, track, and manage project risks.

The Program Director will implement a project-specific Health and Safety Plan that addresses site-specific conditions and hazards and includes procedures for complying with applicable Government published safety requirements and regulations. We use the Health and Safety Plan and Activity Hazard Analysis to plan policies, procedures, and actions needed to assure safety. Recently, in response to the COVID-19 pandemic, AEVEX worked with the USFS to develop and implement aircraft disinfection procedures, as defined by the National Business Aviation Association. AEVEX implements health and safety plans with inspections and controls in place to assure that the plans are followed. Safety nonconformance is measured by our inspections and audits or observations by external organizations.

For Flight Safety, Dynamic Aviation staffs a Safety Officer who implements a comprehensive Safety Management System (SMS) that includes risk assessment procedures; risk tracking and reporting; and safety occurrence reporting to catalogue minor/major operational issues for analysis and safety awareness/mitigation. By leveraging technology, Dynamic Aviation has created an interactive database and robust user portal that supports their SMS. They have been able to resolve reoccurring issues, streamline safety processes, and pinpoint trouble areas quickly and efficiently due to these technologies.

**Our partner Dynamic Aviation  
has a proven safety record  
with 700,000+ hours flown.**

**Logistics Management.** Team AEVEX specializes in global logistics and supply chain management. This includes assisting with system deployment and logistics; spares and inventory management; and coordinating with OEMs to ensure the appropriate tools, equipment, and documentation. Our logisticians maintain and/or advise on inventories for repairable items, spares, and replenishment parts as well as maintain logs, records, and archives of all system information. We develop integrated logistics support (ILS) plans,



including sparing packages and maintenance organizational development. We develop these plans based on our operational experience accommodating high operational availability requirements. Additionally, our partner Dynamic Aviation has a Logistics department that maintains inventory control, tracks outstanding material, and performs product handling through a variety of shipping methods, ensuring all customer assets are handled with absolute integrity.

Streamlined procurement is achieved through our network of well-established, ISO-certified industry suppliers. Our QMS requires all approved suppliers to pass an initial evaluation as well as monthly performance evaluations to ensure the supplier continues to provide timely service and high-quality parts. Our network of approved suppliers enables us to reduce costs and scheduling risks through optimal pricing and lead times. AEVEX uses a procurement software tool called Spendmap to track all vendors and purchases, which includes built-in workflows and approvals to facilitate the purchasing process and ensure we remain on schedule/within budget. AEVEX is experienced procuring items such as sensor systems, GIS software, operator consoles, airborne equipment racks and servers, camera and radar control units, remote data terminals, tracking antennas, tactical and mesh network radio systems, communication relays, ground control stations, and other ancillary ground support equipment. We also have extensive experience and expertise procuring fixed-wing and rotary-wing aircraft.

## 12. Provide a sample of completed reports and documentation presenting the system capabilities as offered.

**Daily Situation Report (SITREP).** As part of Team AEVEX's SOPs, our sensor operators disseminate a SITREP at the end of every shift. The SITREP offers both a high-level overview of the aircraft and system as well as a detailed status of each component. Status is shown using a green, yellow, red report indicating whether the mission equipment is Fully Mission Capable (FMC), Partially Mission Capable (PMC), or Not Mission Capable (NMC). An example of the SITREP is provided in **Figure 40**.

The daily SITREP also includes essential elements to pinpoint any issues that may arise and recommended troubleshooting methods, as displayed in **Figure 41** below.

SITREPS are provided from each shift, whether the aircraft flies or not. The accumulation of historical SITREPS has provided Team AEVEX unique insight to the reliability of components, allowing us to enhance the system in new iterations as well as ensure necessary spares and replacements are readily available.

The last component of the SITREP contains the details of the mission itself, highlighting flight time and incident tasking details. With the dissemination of the SITREP and products our team conducts a secondary quality control of products to confirm accuracy and consistency.

**Figure 40. Example SITREP.**

Mission Equipment Status		Status
Communications	SATCOM	FMC
	WaveRelay	FMC
	LTE	FMC
	mIRC Chat	FMC
	Radios	FMC
Rack/Monitor	Workstation	FMC
	Observer	FMC
	Monitors	FMC
Payloads	FLIR 380HDC	FMC
	TK-9 HD	FMC
ASE	GPU	FMC
	Tug	FMC
Aircraft	B200	FMC
REMARKS:		
NSTR		

**Figure 41. Example SITREP details.**

		NMC	PMC	FMC	Criteria
<b>GeoFOCIS</b>					
	Maps/Coverages			X	Appropriate maps loaded for AOR
	DTED			X	Appropriate DTED loaded for AOR
	Encoding			X	Encoder IP set and multicasting video to 4 sources
	Command FLIR			X	Geopoint FLIR with GeoFOCIS software
	Recorder+RestartonCrah			X	Command window populates and ready automatically
	Record FMV			X	Record 3 streams (VIC, HDIR, and EON)
	Metadata			X	Receive/record metadata from FMV
<b>FLIR</b>					
	380 HDc Turret			X	FLIR installed and properly connected
	HDIR			X	Mid-wave IR sensor operational
	HDEO			X	HDEO sensor operational
	HDLL			X	HDLL sensor operational
	SWIR			X	Shortwave IR sensor operational
	Blending			X	Sensor feed blending capabilities operational
	LRF			X	Laser range finder operational
	LP			X	Laser point / target illuminator operational
	GPS/NAV			X	Receiving GPS and navigation
<b>SATCOM</b>					
	ViaSat 18in			X	Connection with ViaSat antenna.
	Router/Switch			X	Router and network switch connectivity
	mIRC			X	Chat via mIRC
	Multicast FMV			X	Stream FMV to UVDS at 720p resolution
<b>WaveRelay</b>					

**Service Desk Capabilities.** Team AEVEX uses an online Service Desk platform which allows for users to issue a feature request, report a bug, or solicit general support. The Service Desk is accessible to internal and external users. The resolution of each submission enters a “knowledge base” for users to access as a reference tool. Internally, Team AEVEX uses the Service Desk to generate a variety of reports to allow continuous improvements. Examples of these reports are “time to resolution” to view our reaction time, “user workload” to see what is actively being resolved by our Service Desk, and “customer satisfaction” to get direct feedback from end users.

## 5. Appendix B - List of References

AEVEX is pleased to provide our list of five (5) references in Appendix B – List of References. A detailed description of the projects is also provided in section

### 3) Relevant Experience.

## APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	USFS, Region 5
Contact Individual & Title	Walter Bunt, National Aerial Supervision Program Manager
E-mail/Telephone number	walter.bunt@usda.gov   530-226-2714
Date of Project & Description of services provided including contract amount	<b>11 Apr 2016 – 31 Jul 2020 (expected) - \$2,662,981.31 (AEVEX)</b> King Air B200 integration with FLIR 380 HDc and GeoFOCIS for nighttime fire mapping mission and intelligence packages collection and dissemination.
Customer Agency Name	USFS, Pacific Southwest Region, Regional Air Group
Contact Individual & Title	Philip Hawkins, FireWatch Program Manager
E-mail/Telephone number	philip.hawkins@usda.gov   530-226-2790
Date of Project & Description of services provided including contract amount	<b>1 Oct 2017 – 1 Jun 2018 - \$431,599.28 (AEVEX)</b> Integrated, installed, maintained, and provided training in support of two USFS Bell 209 helicopters and two data vans equipped with Persistent Systems MPU5 transceivers to conduct fire surveillance missions.
Customer Agency Name	USFS, Region 3/6
Contact Individual & Title	Ben McGrane, Contract Specialist
E-mail/Telephone number	bmcgrane@fs.fed.us   541-410-5714
Date of Project & Description of services provided including contract amount	<b>1 Apr 2015 – 1 Apr 2020 - \$2,667,027 (Dynamic Aviation)</b> King Air E90 outfitted with ATGS Type 1 avionics, and one dedicated FTR to maintain the aircraft in the field, operated and maintained under a Part 135 certificate with FTR ensuring the aircraft's reliability and availability.
Customer Agency Name	Department of the Interior, Bureau of Land Management
Contact Individual & Title	John Hedeem, Contracting Officer
E-mail/Telephone number	john_hedeem@ibc.doi.gov   208-433-5016
Date of Project & Description of services provided including contract amount	<b>1 Jan 2014 – 1 Apr 2018 - \$1,026,574 (Dynamic Aviation)</b> One turboprop aircraft and 2 jet aircraft and certified A&P mechanics, spares in support of firefighting operations. With BLM projects, we have flown a total of 23,848 successful mission hours a 99% average reliability/availability rate.
Customer Agency Name	Special Operations Command Europe (SOCEUR)
Contact Individual & Title	Russ Erath, Program Manager
E-mail/Telephone number	rerath@dynamicaviation.com   607-768-0511
Date of Project & Description of services provided including contract amount	<b>1 Apr 2017 – 1 Apr 2020 - \$8,248,810 (AEVEX)</b> King Air B200 design, integration, operation of Radar (Synthetic Aperture Radar Mapping and Ground Moving Target Indicator) and FMV payload with GeoFOCIS for ISR collect and real time global dissemination.

## 6. Proposed Individuals' Resumes for Services

Team AEVEX's proposed personnel qualifications are summarized in **Figure 42**. Detailed resumes for all proposed personnel are provided below. The resumes provide detailed information on personnel's qualifications, experience, education, training, expertise, and certifications. Additionally, we provide pilot licenses and cards.

**Figure 42. Personnel Qualifications.**

Team AEVEX Personnel Qualifications				
Position	Name	Experience	Firefighting	ISR
<b>Program Director</b>	Ron Trosclair, PMP	30 Years	Yes	Yes
<b>Project Manager</b>	Travis Johnson	16 Years	Yes	Yes
<b>Subcontract Project Manager</b>	Matthew St. John	1 Year	No	No
<b>Hardware Engineering Director</b>	Jordan Barker	10 Years	Yes	Yes
<b>Software Engineering Director &amp; Chief Scientist</b>	Darren Butler, Ph.D.	19 Years	Yes	Yes
<b>Pilot-in-Command 1</b>	Oakley Armstrong	5 Years	Yes	No
<b>Pilot-in-Command 2</b>	Jan Kubic	32 Years	Yes	No
<b>Pilot-in-Command 3</b>	Benjamin Fung	6 Years	No	Yes
<b>Pilot-in-Command 4</b>	Peter Cain	4 Years	Yes	No
<b>Pilot-in-Command 5</b>	Sean Laycox	32 Years	Yes	Yes
<b>Pilot-in-Command 6</b>	Wesley Kinter	14 Years	No	Yes
<b>Pilot-in-Command 7</b>	Brian Perry	13 Years	No	No
<b>Pilot-in-Command 8</b>	Josiah Grindrod	7 Years	Yes	No
<b>Sensor Operator 1</b>	Erik Rodriguez	15 Years	Yes	Yes
<b>Sensor Operator 2</b>	Matthew Hedman	16 Years	No	Yes
<b>Sensor Operator 3</b>	Ryan Becker	21 Years	Yes	No
<b>Sensor Operator 4</b>	Peter Jockimo	25 Years	No	Yes
<b>Sensor Operator 5</b>	Elijah Leonardo	8 Years	No	Yes
<b>Sensor Operator 6</b>	Jay Barrowman	21 Years	No	Yes
<b>Sensor Operator 7</b>	Cesar Alveraz	16 Years	Yes	Yes
<b>Sensor Operator 8</b>	Charlie Saelee	10 Years	Yes	Yes
<b>FTR 1</b>	Stewart Meek	29 Years	No	Yes
<b>FTR 2</b>	Nathan Hawkins	4 Years	No	No
<b>Total Years of Experience</b>				<b>354</b>

Team AEVEX's resumes for all proposed personnel, demonstrating our ability to provide a qualified project team on Day 1 of contract award, are provided below. Each resume provides information on personnel's experience, education, training, and certifications. We also provide pilot's licenses and carding documentation for all pilots-in-command.



**Ron Trosclair**

Position	Name	Length of Time with Firm
<b>Program Director/Principal</b>	<b>Ron Trosclair</b>	<b>1 Year</b>
<b>Education/Training</b>		
MS, Aerospace Management/Safety candidate, Embry-Riddle Aeronautical University BS, Electronic Engineering, South Dakota State University AS, Electronics Technician, Community College of the Air Force AS, General Studies, Black Hills State University		
<b>Hands-on Work Experience</b>		
<b>Director of Programs; 2019 – Present</b> <ul style="list-style-type: none"> <li>Responsible for directing a multitude of programs from requirement, proposal creation, negotiating, execution and contract close out</li> <li>Aligned strategic direction of programs with the corporate strategy for continuous improvements, new business pursuits, and team professional development</li> <li>Mentored personnel in and out of business area in program management, aviation management, and general career development</li> <li>Built annual budgets, forecasted quarterly and annual revenue and expenses</li> <li>Led multiple aircraft lease, purchase, and employment from aircraft identification, generating cost, schedule, and return on investment projections</li> </ul> <b>Deputy Director Special Programs, Riverside Research; 2007 – 2018</b> <ul style="list-style-type: none"> <li>Led all scheduling, pricing and technical performance of multi-million-dollar Government contracts for major aircraft modification, annual services, and logistics</li> <li>Acted as integrated project team lead for quick reaction capability contracts to solve urgent user requirements with highly technical solutions</li> <li>Led program management reviews including customers, contractors and military leaders</li> <li>Directed multiple service and subcontractor integration for large-scale efforts</li> <li>Managed engineering, manufacturing, test, depot maintenance, supply and field service contracts for worldwide operations</li> <li>Evaluated contractor proposals for ability to meet military customer requirements</li> <li>Evaluated work breakdown structure effectiveness and efficiencies</li> <li>Validated manpower contract field maintenance contract proposals for worldwide efforts</li> <li>Evaluated subcontractor efforts for suitability to achieve customer requirements</li> <li>Managed 17 annual contracts for aircraft maintenance/modifications and field teams supporting 32 aircraft world-wide</li> <li>Interacted with numerous senior military leaders, acquisition executives and senior contractor executives including prime contractor chief executive officers</li> <li>Apply extensive security knowledge of specialized functions to highly classified contracts</li> <li>Managed multiple major a/c modification contracts each in the tens of millions of dollars</li> <li>Led program office efforts for new aircraft fielded to middle east locations</li> </ul> <b>Program Manager, USAF; 1986 – 2006</b> <ul style="list-style-type: none"> <li>PM, Predator MQ1/MQ9 Special Programs</li> <li>Deputy PM, Compass Call (C-130)</li> <li>Deputy PM, Commando Solo (C-130)</li> <li>Chief of Depot Operations, imbedded within industry with L3 in Waco Tx</li> </ul>		
<b>Certifications/Awards/Recognitions</b>		
<ul style="list-style-type: none"> <li>PMP Certification</li> <li>Program Management Level II, Acquisition Logistics Level II, and Aircraft Test Level I, from DoD Acquisition University</li> <li>Aircraft Safety Investigation Course, Air Force Safety Center</li> <li>Six Sigma Training, DoD Acquisition University</li> <li>Extensive formal leadership and management training during 20-year active duty USAF career</li> </ul>		
<b>Skills/Areas of Expertise</b>		
<ul style="list-style-type: none"> <li>Microsoft Project suite of software</li> <li>Aviation Safety Board Member (USAF)</li> <li>Program Management and Leadership</li> <li>Aviation Accident Investigation</li> </ul>		

**Travis Johnson**

Position	Name	Length of Time with Firm
<b>Project Manager/Technical Lead</b>	<b>Travis Johnson</b>	<b>4 Years</b>
<b>Education/Training</b>		
AAS, Design Engineering, Northwest Shoals Community College, 2006 Computer Aided Drafting/Design Certificate, Northwest Shoals Community College, 2006		
<b>Hands-on Work Experience</b>		
<b>Project Manager/Technical Lead, AEVEX Aerospace; 2016 – Present</b> <ul style="list-style-type: none"> <li>Plan and perform engineering research, design development, and other assignments in conformance with design, engineering, and customer specifications</li> <li>Coordinates the activities of engineers assigned to specific projects</li> <li>Provide Design and Engineering support for various projects using Solidworks and designing to ANSI and MIL-STD</li> <li>Assist in technical aspects of proposal generation</li> <li>Create aircraft detail fabrication, assembly, and installation drawings for various ISR programs</li> <li>Provide leadership, and direction for projects involving contracted Aircraft modifications, inspections, and delivery</li> </ul>		
<b>Engineering Design Manager, Leidos; 2013 – 2016</b> <ul style="list-style-type: none"> <li>Successfully manage a team of Engineers and Designers, designing various components on special integration programs using Solidworks and Inventor, ensuring schedule and cost is met on each project</li> <li>Creating concept designs, detail fabrication, assembly and installation drawing packages for various airframes in a QRC environment</li> <li>Manage spend plans, LOEs and BOEs for proposals along with conceptual design for proposals</li> <li>Review of drawings for compliance for manufacturing and ANSI standards</li> </ul>		
<b>Engineering Designer 4, Leidos; 2011 – 2013</b> <ul style="list-style-type: none"> <li>Provide Design and Engineering support for various special project integration programs using Inventor and Solidworks, designing to MIL-STD specifications and ANSI standards</li> <li>Provide reverse engineering support with Faro and Surphaser scanners, experience in geometric exploitation and modeling from scan data</li> <li>Create aircraft detail fabrication, assembly, and installation drawings</li> <li>Create ECRs, ECNs and Engineering Authorizations for designs as needed</li> </ul>		
<b>Certifications/Awards/Recognitions</b>		
<ul style="list-style-type: none"> <li>Geometric Dimensioning and Tolerance (GD&amp;T) Certification</li> <li>On Engineering team that won the SAIC ASPIRE award</li> </ul>		
<b>Skills/Areas of Expertise</b>		
<ul style="list-style-type: none"> <li>Program Management and Leadership</li> <li>Solidworks 3-d Design</li> <li>16 years of experience designing to ANSI, ASME, ISO, &amp; MIL-STD for both aerospace and manufacturing</li> <li>ISR Platforms</li> <li>Solutions Development</li> <li>16 years of experience with diverse types of CAD software</li> </ul>		

**Jordan Barker**

Position	Name	Length of Time with Firm
<b>Hardware Engineer Director</b>	<b>Jordan Barker</b>	<b>9 Years</b>
<b>Education/Training</b>		
B.S. Integrated Science and Technology May 2011 (ABET accreditation), Dual Concentration in Energy and Instrumentation & Measurement, James Madison University, 2011		
<b>Hands-on Work Experience</b>		
<b>Hardware Engineering Director; May 2011 – Present</b> <ul style="list-style-type: none"> <li>• Director of the Hardware Engineering team responsible for all hardware products designed and built by AEVEX E&amp;T</li> <li>• Managed the AS9100D and ISO 9001-2015 approved production facility</li> <li>• Lead Engineer and developer of AEVEX's airborne remote sensing and data acquisition units</li> <li>• Extensive experience in aircraft flight test instrumentation and mission system design</li> <li>• Designed and fabricated ruggedized electrical enclosures for flight testing, structural health monitoring, Power Distribution Units and various customized electrical components</li> <li>• Assistant Technical Lead for mission system testing of mission equipment and ISR sensors for Saturn Arch 'Yogi 7' aircraft</li> </ul>		
<b>Certifications/Awards/Recognitions</b>		
<ul style="list-style-type: none"> <li>• Certified LabVIEW Associates Developer</li> <li>• Certified Wescam MX series Trainer</li> </ul>		
<b>Skills/Areas of Expertise</b>		
<ul style="list-style-type: none"> <li>• National Instruments (NI) LabVIEW Software</li> <li>• NI Data Acquisition Hardware</li> <li>• Printed Circuit Board Design and Fabrication</li> <li>• Power conditioning design</li> <li>• Digital Electronics</li> <li>• Aircraft data busses</li> </ul>		

**Darren Butler**

Position	Name	Length of Time with Firm
<b>Chief Scientist &amp; Software Engineering Director</b>	<b>Darren Butler</b>	<b>7 Years</b>
<b>Education/Training</b>		
Ph.D., Computer Vision, Queensland University of Technology, Brisbane, Australia, 2005 B.Eng (Hons 1), Queensland University of Technology, Brisbane, Australia, 2000 B.InfoTech (Distinction), Queensland University of Technology, Brisbane, Australia, 2000		
<b>Hands-on Work Experience</b>		
<b>Director of Software Engineering &amp; Chief Scientist, AEVEX Aerospace; 2013 – Present</b> <ul style="list-style-type: none"> <li>Director of the Software Systems Laboratory and manager for the GeoOpsis Software Services subsidiary in Bangalore India. Management of all software development and machine learning activities within the AEVEX Aerospace.</li> <li>Architect and lead developer for the GeoFOCIS suite of products. Designed and implemented extensions for surveilling wildfires and disseminating products for the USFS Nightwatch Program. Implemented command and control modules for various aerial cameras. Also developed real-time digital video recording and dissemination capabilities using STANAG 4609.</li> </ul> <b>Senior Computer Scientist, SRI International; 2011 – 2013</b> <ul style="list-style-type: none"> <li>Technical Lead for the Double Eagle counter-IED air-force program. Double Eagle provides near real-time fully automatic IED detection for Predator MQ1 and MQ9 UAVs. Unlike similar systems, Double Eagle must process compressed video that is transmitted in real-time from the UAV with little to no loss in detection performance and false alarm rate due to compression.</li> <li>Technical Lead for the EO/IR capture and dissemination component of the Desert Owl platform. Desert Owl provides a one-pass counter IED solution using synthetic aperture radar. Four streams of EO/IR video are captured at full frame rate (720P, 60Hz) and are H.264 compressed and multiplexed with MISB 0601.X KLV metadata into MPEG2 transport streams. One or more of the transport streams is then transmitted to the ground over an IP datalink.</li> </ul> <b>Owner, Perceptive Research &amp; Engineering; 2010 – 2011</b> <ul style="list-style-type: none"> <li>Designer and lead developer for GeoFOCIS, a system that fuses SIGINT, HUMINT and IMINT from multiple sources into a single view of the battlespace. The system further provides simple analysis tools and workflows for exploiting the intelligence sources and building, disseminating and archiving products.</li> </ul> <b>Technology Leader, Sarnoff Corporation; 2005 – 2010</b> <ul style="list-style-type: none"> <li>Technical Lead for VideoQuest™, an extension for ESRI's ArcGIS Desktop product which adds advanced aerial and ground surveillance video management. Using the extension, analysts are able to search, browse and analyze video as part of their existing workflow. The video is geo-spatially registered and can be draped over the map or terrain as an additional layer.</li> <li>Key Developer for TerraSight™, a product suite designed for reconnaissance, surveillance and targeting that performs real-time video acquisition, stabilization, geo-registration and moving target detection and tracking. TerraSight Manager™ is highly configurable and adaptable and is a key component of many deployed systems.</li> <li>Technical Lead for the "Spatio-Temporal Analysis and Reasoning" (STAR) project. STAR was funded by the IARPA Video Analysis &amp; Content Extraction (VACE) program and provides an end-to-end solution for the capture, storage, analysis, management, exploitation and dissemination of video.</li> </ul>		
<b>Certifications/Awards/Recognitions</b>		
<ul style="list-style-type: none"> <li>Australian Postgraduate Award</li> </ul>		
<b>Skills/Areas of Expertise</b>		
<ul style="list-style-type: none"> <li>Software Development/Engineering</li> <li>Network Engineering</li> <li>Image &amp; Video Processing</li> <li>Computer Vision &amp; Machine Learning</li> <li>Geospatial Information Systems (GIS)</li> <li>Aerial Video Surveillance</li> </ul>		



**Matthew W. St. John**

Position	Name	Length of Time with Firm
<b>Subcontract Project Manager</b>	<b>Matthew W. St. John</b>	<b>1 Year</b>
<b>Education/Training</b>		
B.S. Aeronautical Science, Embry Riddle Aeronautical University		
<b>Training</b> Airline Transport Pilot Certification Multi-Engine Land and Instrument Airplane. Media and Public Relations Training – Goodyear Tire and Rubber Co. Carson, CA Media and Public Relations Training – MetLife, NY, NY Media and Public Relations Training Anheuser-Busch, St. Louis, MO		
<b>Hands-on Work Experience</b>		
<b>Manager Public Health &amp; Safety, Dynamic Aviation; 2019 – Present</b> <ul style="list-style-type: none"> <li>• Provide daily leadership to PH&amp;S base managers, Fire Management Pilots, and support staff.</li> <li>• Review financial statements and budgets for accuracy and review with each of the base managers.</li> <li>• Ensure compliance with all appropriate FAA and Dynamic Aviation regulations, policies and procedures.</li> <li>• Ensure each program is adequately staffed and actively lead all hiring efforts with Human Resources.</li> <li>• Fly as captain on PH&amp;S projects as required.</li> <li>• Consistently review all local, state, or Federal requirements for each program and support each base manager's compliance with all requirements.</li> <li>• Review PH&amp;S flight logs and reliability data to ensure accuracy.</li> </ul>		
<b>Chief Pilot, Goodyear Tire and Rubber Co.; 2006- 2019</b> <ul style="list-style-type: none"> <li>• Manage Flight Operations administrative functions including process improvement and development.</li> <li>• Perform HR and Administrative Functions for twenty-two direct reports, including hiring and performance reviews.</li> <li>• Conduct interviews for local and national print, television and radio outlets.</li> <li>• Develop and manage department performance standards matrices.</li> <li>• Create and sustain customer relationships.</li> <li>• Ensure compliance with all appropriate regulations, policies and procedures.</li> <li>• Act as a liaison and responsible authority for private approach and departure procedure agreements with the FAA.</li> <li>• Management and improve Flight Operations documentation and record keeping.</li> <li>• Manage a 1.8 Million annual budget and implemented procedures to decrease overtime by 54%, lowering AOP for subsequent years allowing more efficient financial planning.</li> </ul>		
<b>Pilot-In-Charge, The Lightship Group; 1999 - 2005</b> <ul style="list-style-type: none"> <li>• Manage a crew of 12 directly reporting associates composed of pilots, mechanics, and broadcast technicians.</li> <li>• Coordinate 50-week cross-country schedule incorporating television commitments.</li> <li>• Act as a primary media contact for MetLife, conducting media interviews in multifaceted outlets.</li> <li>• Participate in national airshows and worked with major networks to provide aerial coverage of sporting events such as MLB World Series, US Open Golf, and PGA Championship.</li> <li>• Provide home office with budget, ground support and airship status with specific reports.</li> <li>• Responsible for training airship guidelines and theories to student pilots on an international scale.</li> <li>• Lead monthly programs to maintain crew morale for a group that lives and works together on the road.</li> </ul>		

## Oakley Armstrong

Position	Name	Length of Time with Firm	
<b>Pilot-in-Command 1</b>	<b>Oakley Armstrong</b>	<b>2 Years</b>	
<b>Education/Training</b>			
B.S., Aerospace Management (Flight Operations Concentration) and History, Averett University			
<b>Hands-on Work Experience</b>			
<b>Pilot in Command – King Air BE90/BE200, Dynamic Aviation; 2018 – Present</b> <ul style="list-style-type: none"> <li>Communicate efficiently and frequently with client to maintain good relations and complete flights.</li> <li>Coordinate with ATC and other services to ensure best chance of survey completion.</li> <li>Track upcoming inspections and maintenance items for continued airworthiness and minimize downtime on aircraft.</li> <li>Responsible for safe and efficient flight operations.</li> <li>Plan cross country reposition flights and coordinate with fixed base operators to confirm customer equipment needs are met.</li> </ul> <b>Pilot in Command – C-208B, Air Choice One; Feb 2017 – Mar 2018</b> <ul style="list-style-type: none"> <li>Responsible for safe and efficient flight operations. Supervised and assigned First Officer tasks.</li> <li>Maintained thorough and working knowledge of aircraft systems, instrument operations and company standards.</li> <li>Obtained/maintained a quality weather briefing and made decisions accordingly for safety of flight.</li> <li>Ensured constant compliance with FAA and TSA regulations.</li> </ul> <b>Second in Command – C-208B, Air Choice One; Oct 2015 - Feb 2017</b> <ul style="list-style-type: none"> <li>Completed weight and balance forms per flight.</li> <li>Supervised loading and unloading of passengers.</li> <li>Conducted pre- and post-flight inspections.</li> <li>Exercised effective and continuous CRM while demonstrating safe decision making.</li> </ul> <b>Airport Operation Tower Technician, City of Danville; Nov 2014 - Jun 2015</b> <ul style="list-style-type: none"> <li>Provided airport traffic and weather advisory service to pilots.</li> <li>Logged data of arriving and departing aircraft in contact log.</li> <li>Maintained airport safety and security by watching for hazards, debris, or failed gates.</li> </ul>			
<b>Certifications/Awards/Recognitions</b>			
<ul style="list-style-type: none"> <li>Wild Card License (Expires 06/30/2020)</li> <li>Commercial Pilot, Multi-Engine, Instrument Rating</li> <li>CompTIA A+ Certification</li> </ul>			
<b>Flight Time Qualifications</b>			
<b>Total:</b>	2,564.5	<b>PIC:</b>	1,524.2
<b>Single Engine Turbine:</b>	2,072.8	<b>Cross Country</b>	1,989.9
<b>Multi-Engine Land:</b>	466.0	<b>Actual:</b>	231.9
<b>Turbine:</b>	2,287.8	<b>Night:</b>	266.0
<b>Part 135:</b>	1,804.0	<b>Complex:</b>	481.3

Contract/AHA No.(s): AG-0441-C-16-9900

**AUTHORIZED MISSIONS**

☒ Low Level (Below 1000 AGL) Air Tactical  
☒ Resource Reconnaissance  
☒ Mountainous Terrain  
☒ Category IV Airship  
☒ Attacker PIC  
☒ Attacker Initial Attack  
☒ Attacker SIC  
☒ SEAT Pilot-Level  
☒ Unprepared Landing Site  
☒ Infrared Operations  
☒ Paracargo

Contract Aircraft (If Applicable) HC-90

Limitations

☒ POINT-TO-POINT  
☐ OTHER  
☐ OTHER  
☐ OTHER

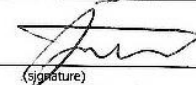
Name: OAKLEY ARMSTRONG

Company: DYNAMIC AVIATION  
AUTHORIZED OPERATIONS

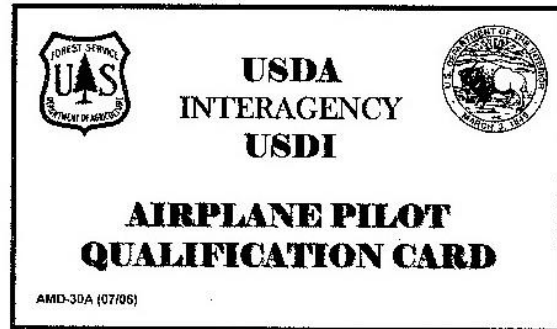
VFR: SEL / MEL JAS SES / MES /

IFR: ME JAS SE Turbine / SE Piston /

Single Pilot w/Autopilot JAS w/SIC JAS

Issued by J.A. SLEZNICK (print name)  (signature)

Agency: USFS Card Expires: 6/30/20



USDA Forest Service

FS-5700-20 (05/2015)  
OMB 0596-0015 Exp. 5/2014

AIRPLANE PILOT QUALIFICATIONS AND APPROVAL RECORD (Reference FSH 5709.16)									
SECTION I - PILOT INFORMATION (Fill in the blanks)									
1. Name (Last, First, Middle, Initial) <u>Armstrong, Oakley T.</u>				2. Date of Birth <u>11/08/1991</u>		3. Home Telephone No. <u>540-255-1130</u>			
4. Home Address (Street, City, State & Zip Code) <u>122 South Main St, Apt 206, Harrisonburg VA, 22801</u>				6. Address <u>1402 Airport Rd, Bridgewater VA, 22813</u>		7. Telephone No. <u>540-928-6070</u>		8. Employed since <u>04-01-2018</u>	
5. Employed by <u>Dynamic Aviation</u>				10. Address <u>2300 Old Tessen Rd, Suite 200, St Louis MO, 63128</u>		11. Telephone No.		12. Period <u>Oct-2015</u>	
9. Previous Employer <u>Air Choice One</u>				14. Address		15. Telephone No.		16. Period Employed	
13. Previous Employer				18. Airman Certificate (Circle) a. Number <u>3619943</u> b. ATP <input checked="" type="radio"/> Com <input type="radio"/> Instrument <input checked="" type="radio"/> SEL <input type="radio"/> MEL g. SES h. MES i. CFI j. Type Ratings		19. Aircraft To Be flown (a) 1. <u>BE-90</u> 2. <u>BE-200</u> 3.		Total PIC Hours (b) 791.1 44.3	
17. Medical Certificate a. Class <u>2nd</u> b. Date <u>07/30/2019</u>									
Flight Type		Hours	PART 135 FLIGHT CHECKS						
			Date	Make/Model A/C	VFR	IFR	IFR W/ATP		
20. Total Pilot Time (Airplane)		<u>2921.9</u>	35. <u>05/03/2019</u>	<u>BE-90</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
21. Pilot-in-Command (PIC) Airplane		<u>1908.3</u>	36. <u>10/24/2019</u>	<u>BE-200</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
22. Total X-Country		<u>2024.6</u>	37.						
23. Total Night		<u>229.2</u>	38.						
24. Instrument - In Flight		<u>265.4</u>	Note: 135 Flight Checks Must Cover Type of Operations Required By Contract.						
25. Instrument - Actual		<u>233.8</u>	39. Date of Previous Agency Card Approval				40. Date of Last Agency Flight Check		
26. Instrument - Simulated		<u>52.6</u>	a. AMD <u>N/A</u> b. USES <u>06/11/2019</u>				a. AMD <u>N/A</u> b. USES <u>N/A</u>		
27. PIC Airplane - Last 12 Months		<u>146.3</u>	41. Aircraft Accidents/FAA Violations Filed Within Last 5 Years: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
28. PIC Airplane - Last 60 Days		<u>80.1</u>	(If yes, Attach Date and Explanation)						
29. PIC "Low Level" Ops (-500 AGL)		<u>0</u>	42. Previous AMD or USFS Approval Denied, Suspended, or Revoked:						
30. PIC "Mountainous Terrain"		<u>412.1</u>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, Attach Date and Explanation)						
31. PIC Aircraft over 12,500 # Gr. Wt.		<u>0</u>	43. PIC "Air Tactics" Operations: Number of Missions in the Last 24 Months:						
32. PIC Airtanker/Dispensing Operations		<u>0</u>	44. Airtanker Operations Only: a. Date Last PIC IFR Check in Type _____ b. Date Last FAR 61.55 SIC Check _____ c. No. of Takeoff/Landings Last 90 Days _____ d. No. of Night Takeoff/Landings Last 90 Days _____						
33. PIC, Single Engine Airplane		Land <u>919.7</u> Sea <u>0</u>	I certify that the information listed on this form is true and correct. In addition, I certify that I have read the statements on the back of this form covering information pursuant to Public Law 93-579 (Privacy Act of 1974) and any amendment thereto.						
34. PIC, Multi-Engine Airplane		Land <u>837.2</u> Sea <u>0</u>	45. Signature (Pilot) <u>[Signature]</u>						46. Date <u>11/01/2019</u>
SECTION II - For Inspectors Use Only (Initial appropriate Missions)									
1. Missions Approved For: (Inspector shall initial)									
a. ( ) Low Level			g. ( ) Mountainous Terrain			m. ( ) SEAT Pilot-Level			
b. ( ) Resource Recon			h. ( ) Category 4 Airstrip			n. ( ) Infrared Operations			
c. ( ) Air Tactical			i. ( ) Unprepared (Airstrip) Landings			o. ( ) Point-To-Point			
d. ( ) Smokejumper PIC			j. ( ) Airtanker PIC			p. ( ) Other			
e. ( ) Smokejumper SIC			k. ( ) Airtanker Initial Attack			q. ( ) Other			
f. ( ) Paracargo			l. ( ) Airtanker SIC			r. ( ) Other			
2. SEL _____ 3. SES _____ 4. MEL _____ 5. MES _____ 6. IFR, W/SIC _____ 7. IFR, Single Pilot _____ 8. Single Engine IFR _____									
9. Type Aircraft Approved For:									
10. Print Name (Inspector)		11. Signature (Inspector)			12. Agency		13. Date		14. Expiration Date
15. Aircraft/Contract Rental Agreement No(s).									
16. Remarks									



**Jan Kubic**

Position		Name		Length of Time with Firm	
Pilot-in-Command 2		Jan Kubic		2 Years	
Education/Training					
B.A., Political Science, Reed College A.S., Aviation, Emery College of Aviation					
Hands-on Work Experience					
Captain, Dynamic Aviation; 2018 – Present					
<ul style="list-style-type: none"><li>• Captain: King Air (C-12 &amp; U-21)</li><li>• Part 135 and Part 91 Operations for Public Health &amp; Safety and Airborne Data Acquisition programs including Air Attack missions for the U.S. Forest Service</li></ul>					
Law Enforcement Sergeant/Chief Pilot, Multnomah County Sheriff's Office; 1994 – 2018					
<ul style="list-style-type: none"><li>• Sergeant in Charge of the Special Investigations Unit</li><li>• Chief Pilot of the Sheriff's Office Aviation Support Unit.</li></ul>					
Captain, Sports Air Travel; 1991 – 1994					
<ul style="list-style-type: none"><li>• Part 135 single pilot freight operations in Oregon and Washington.</li></ul>					
Captain, Taughannock Aviation, Ithaca, NY; 1989 - 1991					
<ul style="list-style-type: none"><li>• Part 135 and Part 91 passenger operations throughout the eastern US and Canada</li></ul>					
Captain, Wiggins Airways, Norwood, MA; 1989 - 1989					
<ul style="list-style-type: none"><li>• Part 135 Single Pilot Freight Operations in Northeastern US and Canada</li></ul>					
Captain, Sports Air Travel, Troutdale, OR; 1988					
<ul style="list-style-type: none"><li>• Part 135 Single Pilot Freight Operations in Oregon and Washington</li></ul>					
Flight Instructor, Hillsboro Aviation, Hillsboro, OR; 1986 – 1988					
<ul style="list-style-type: none"><li>• Flight Instructor for private, instrument, commercial, and multi-engine airplane students</li></ul>					
Certifications/Awards/Recognitions					
<ul style="list-style-type: none"><li>• US Forest Service Air Attack Pilot Wild Card License</li><li>• Airline Transport Pilot: AMEL   Commercial Privileges: ASEL</li><li>• Type Rating: CE-500</li><li>• FCC Restricted Radio Telephone Operators Permit</li><li>• Certified Flight Instructor: Airplane Single &amp; Multi-engine; instrument airplane</li><li>• FFA First Class Medical Certificate</li></ul>					
Flight Time Qualifications					
Total:		5,800	Multi-Engine PIC:		3,300
PIC:		5,600	Night PIC:		1,200
Turbojet PIC:		300	Turbojet SIC:		100
Turboprop PIC:		850	Total Turbine:		1,250
Actual Instrument PIC:		850			

**AUTHORIZED MISSIONS**

Contract/ARA No.(s): AG-024B-C-16-9500

☒ Infrared Operations  
☒ SEAT Pilot-Level  
☒ Airtanker SIC  
☒ Airtanker Initial Attack  
☒ Airtanker PIC  
☒ Airtanker PIC  
☒ Airtanker Tactical  
☒ Low Level (Below 500' AGL)  
☒ Resource Reconnaissance  
☒ Category IV Airtship  
☒ Smokejumper PIC  
☒ Smokejumper SIC  
☒ Paracargo  
☒ Unprepared Landing Site

Contract Aircraft (If Applicable): BE22

Limitations: None

☒ OTHER  
☒ OTHER  
☒ OTHER  
 POINT-TO-POINT

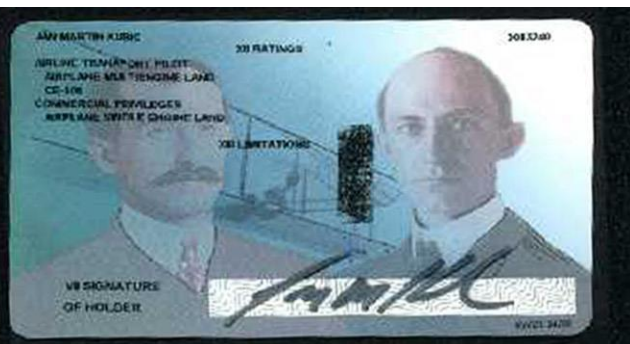
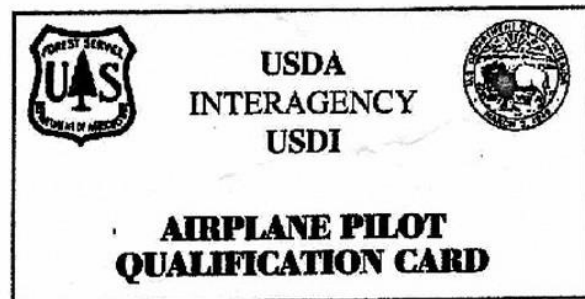
Name: Jan Kubic

Company: Dynamica Aviation

VFR: SEL ME MEL SE SES MES  
 IFR: ME SE SE Turbine SE SE Piston  
 Single Pilot w/Autopilot Yes w/SIC Yes

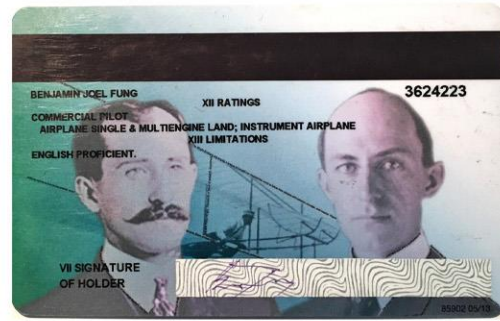
Issued by: John C. Luter (signature)

Agency: USFS Card Expires: 5/31/20



## Benjamin Fung

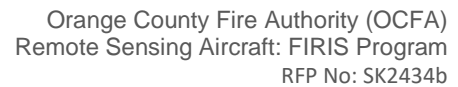
Position	Name	Length of Time with Firm	
Pilot-in-Command 3	Benjamin Fung	4 Years	
Education/Training			
B.S., Aeronautical Science, LeTourneau University			
Hands-on Work Experience			
<b>Quick Response Pilot, Dynamic Aviation; 2019 – Present</b> <ul style="list-style-type: none"><li>• Captain: King Air (C-12 &amp; U-21)</li><li>• Part 135 and Part 91 Operations for Public Health &amp; Safety and Airborne Data Acquisition programs including Air Attack missions for the U.S. Forest Service</li></ul>			
<b>First Officer, WestJet Encore – Calgary, AB; 2018 – 2019</b> <ul style="list-style-type: none"><li>• Operated Bombardier Dash8 Q400 in a CAR705 airline environment.</li><li>• Work included preflight, pilot flying and pilot monitoring duties as second in command.</li></ul>			
<b>Contract Pilot, Kaizen Automotive Group – Calgary, AB; 2017 – 2018</b> <ul style="list-style-type: none"><li>• Operated Piaggio Avanti II as a co-pilot.</li><li>• Work included preflight, loading, and other flight duties as well as assisting the captain.</li></ul>			
<b>Captain/A&amp;P Mechanic, Dynamic Aviation; 2015 – 2017</b> <ul style="list-style-type: none"><li>• Operated King Air 200 aircraft as a captain and A&amp;P mechanic.</li><li>• Conducted aerial survey operations in the United States and Canada.</li><li>• Work included managing required aircraft maintenance, working with customers to ensure their goals are met, and responsibility for the safety and legal operation of all survey flights.</li></ul>			
<b>First Officer/A&amp;P Mechanic, Dynamic Aviation; Bridgewater, VA; 2014 – 2016</b> <ul style="list-style-type: none"><li>• Operated King Air 90 and King Air 200 aircraft as a First Office and A&amp;P mechanic.</li><li>• Conducted aerial survey operations in the United States and Canada.</li><li>• Work included managing required maintenance and other flight duties.</li></ul>			
Certifications/Awards/Recognitions			
<ul style="list-style-type: none"><li>• FFA Commercial Single and Multi-engine land, instrument rating</li><li>• FFA Aircraft Mechanic – Airframe and Power Plant ratings</li><li>• TC Commercial Single and Multi-engine land, Group 1 instrument rating, IATRA</li></ul>			
Flight Time Qualifications			
Total:	1,830	Multi-Engine Total:	1,730
PIC:	1,075	CAR 705 Total Time:	750
Multi-Engine PIC:	860		





**Peter Cain**

Position	Name	Length of Time with Firm	
Pilot-in-Command 4	Peter Cain	4 Years	
Education/Training			
B.S., Missionary Aviation Technology, Moody Bible Institute			
Hands-on Work Experience			
Airborne Data Acquisition Pilot/Mechanic, Dynamic Aviation; 2016 - Present			
<ul style="list-style-type: none"><li>Responsible for the safe outcome of the flights. Carried the responsibility for the mission, performing preflight inspections, gathering weather information for the flight, flying lines using various customer supplied pilot guidance systems, loading and unloading aircraft, safety briefings, coordinating with ATC, flight logs and other tasks associated with a normal flight day, and mentoring FOs</li><li>Assisted crew with carrying out various types of Data Acquisition missions through performing preflight inspections, gathering weather information for the flight, flying lines using various customer supplied pilot guidance systems, loading and unloading aircraft, safety briefings, coordinating with ATC, flight logs and other tasks associated with a normal flight day.</li><li>Maintained aircraft performing both scheduled and unscheduled maintenance when necessary while on project as well as working on aircraft at Head Quarters in Bridgewater, VA.</li></ul>			
Certifications/Awards/Recognitions			
<ul style="list-style-type: none"><li>Wild Card License</li><li>Private Pilot License</li><li>Commercial Pilot License</li><li>A&amp;P Mechanic License</li><li>FAA First Class Medical Certificate</li></ul>			
Flight Time Qualifications			
Multi-Engine Land:	1,355	Instrument Rating IMC:	80
Single-Engine Land:	380	Instrument Rating Sim IMC:	85



1. Contract Aircraft (If Applicable) 8C-90  
 2. Limitations  
 3. ( ) OTHER  
 4. ( ) OTHER  
 5. ( ) OTHER  
 6. ( ) OTHER  
 7. POINT-TO-POINT



**USDA  
INTERAGENCY  
USDI**



**AIRPLANE PILOT  
QUALIFICATION CARD**

AMD-30A (57708)

PETER JOHN CAIN

XII RATINGS

3682286

COMMERCIAL PILOT

AIRPLANE SINGLE & MULTIENGINE LAND; INSTRUMENT AIRPLANE

XIII LIMITATIONS

ENGLISH PROFICIENT.

VII SIGNATURE OF HOLDER

11587 04/15

**Sean R Laycox**

Position	Name	Length of Time with Firm
<b>Pilot-in-Command 5</b>	<b>Sean R Laycox</b>	<b>2 Years</b>
<b>Education/Training</b>		
B.S., Aviation Management, Southern Illinois University (SIU)		
<b>Training</b> Advanced Aircraft Investigation, Federation Aviation Administration (FAA) Airplane and Helicopter accident investigation, USC Aviation Safety Officer, U.S. Army Aviation Center Airplane Instructor Pilot Course (B-200), U.S. Army Aviation Center Helicopter Instructor Pilot Course (BV-234), U.S. Army Aviation Center Instrument Flight Examiner Course, U.S. Army Aviation Center Helicopter Mountain Instructor Pilot, High Altitude Army Aviation Training Site		
<b>Hands-on Work Experience</b>		
<b>Captain, Flight (Fire Management), Dynamic Aviation; 2018 – Present</b> <ul style="list-style-type: none"> <li>• Captain: King Air (C-12 &amp; U-21)</li> <li>• Part 135 and Part 91 Operations for Public Health &amp; Safety and Airborne Data Acquisition programs including Air Attack missions for the U.S. Forest Service</li> </ul> <b>Contract Pilot; 2014 - 2020</b> <ul style="list-style-type: none"> <li>• Flying the Citation 550 conducting air ambulance flights throughout the west coast</li> </ul> <b>Carded Pilot/Instructor, U.S. Forest Service, Nevada Division of Forestry; 2012-2020</b> <ul style="list-style-type: none"> <li>• Conduct Fire Fighting, long line vertical reference missions, reconnaissance flights and wildlife support missions flying the Bell 205.</li> </ul> <b>Chief Pilot and Aviation Safety/Accident Investigator, Nevada National Guard; 1994-2013</b> <ul style="list-style-type: none"> <li>• As Chief Pilot, managed a fulltime Flight Operations section with Instructor Pilots, Safety Officers, Aviation Life Support and Flight Operations personnel assigned.</li> <li>• Responsible for training and evaluating instructor pilots and flight crews flying the King Air (BE-200), Chinook (BV-234), Blackhawk (UH-60) and Lakota (UH-72) aircraft.</li> <li>• As Aviation Safety/Accident Investigator for Aviation accidents and incidents; represented the organization on all state, national, and local safety and standardization councils. Multiple flying assignments throughout the U.S., Southwest Asia, Canada and Europe.</li> </ul> <b>Pilot-In-Command, U.S. Army Intelligence, Surveillance and Reconnaissance; 1988-1994</b> <ul style="list-style-type: none"> <li>• Flew airplanes (BE90/RU-21) and helicopters. Planned, coordinated and executed single and multi-ship missions for both tactical and administrative flights. Missions ranged from cross-country passenger and cargo flights, search and rescue mission in the Rocky Mountains and aerial reconnaissance operations throughout the U.S. and Central America.</li> </ul>		
<b>Certifications/Awards/Recognitions</b>		
<ul style="list-style-type: none"> <li>• Aviation Safety and Security Certificate, University of Southern California (USC)</li> <li>• ATP: Airplane – multi-engine</li> <li>• ATP: Helicopter</li> <li>• Airplane: CFII, MEI; type rating B-200</li> <li>• Helicopter: CFI, CFII; type rating BV-234</li> <li>• FAA Class 2 Medical</li> <li>• FCC Radiotelephone Operator Permit</li> <li>• Wild Card License</li> </ul>		
<b>Flight Time Qualifications</b>		
<ul style="list-style-type: none"> <li>• Total: 7,700</li> <li>• Pilot In Command 6,200</li> <li>• Instruction Given 3,200</li> <li>• Multi-Engine 2,300</li> <li>• Helicopter 5,100</li> </ul>	<ul style="list-style-type: none"> <li>• Night 904</li> <li>• NVG 586</li> <li>• Instrument 377</li> <li>• Cross Country 5,700</li> </ul>	

**AUTHORIZED MISSIONS**

☒ Low Level (Below 1000 AGL)  
☒ Resource Reconnaissance  
☒ Category IV Airstruck  
☒ Smokejumper PIC  
☒ Smokejumper PIC  
☒ Airstruck PIC  
☒ Airstruck Initial Attack  
☒ Airstruck SIG  
☒ SEAT Pilot Level  
☒ Unprepared Landing Site (Unprepared Operations)

Contract/ARA No.(s): AG-04H1-C-15-9901

Name: SEAN LAYCOX

Company: DYNAMIC AVIATION  
AUTHORIZED OPERATIONS

VFR: SEL EL MEL EL SES EL MES EL

IFR: ME EL SE-Turbine EL SE-Piston EL

Single Pilot w/Autopilot EL w/SIC EL

Issued by ERIC SHILWING *Eric Shilwing*  
(print name) (signature)

Agency: USFS Card Expires: 4/30/2020

Contract Aircraft (If Applicable) B97L/V-21

Limitations

☒ POINT-TO-POINT  
☒ OTHER  
☒ OTHER  
☒ OTHER





FS-5700-20 (03/2008)  
OMB 0596-0015 (Omission of Exp. Date approved by OMB)

<b>AIRPLANE PILOT QUALIFICATIONS AND APPROVAL RECORD</b> <i>(Reference FSH 5709.16)</i>									
<b>SECTION I – PILOT INFORMATION (Fill in the blanks)</b>									
1. Name (Last, First, Middle Initial) <i>Laycox, Sean R.</i>				2. Date of Birth <i>June 10, 1959</i>		3. Home Telephone No. <i>775-345-2284</i>			
4. Home Address (Street, City, State & Zip Code) <i>1721 Burwood Circle, Reno, NV 89521</i>									
5. Employed by <i>Dynamic Aviation</i>		6. Address <i>1402 Airport Rd, Bridgewater, VA 22812</i>				7. Telephone No. <i>540-447-6738</i>		8. Employed since <i>07/2015</i>	
9. Previous Employer <i>U.S. Army</i>		10. Address <i>20000 Army Aviation Drive, Reno, NV 89508</i>				11. Telephone No. <i>775-873-2703</i>		12. Period Employed <i>05/1984 - 07/2013</i>	
13. Previous Employer		14. Address				15. Telephone No.		16. Period Employed	
17. Medical Certificate a. Class <i>2</i> b. Date <i>03/01/2019</i>		18. Airman Certificate (Circle) a. Number <i>3503607</i> b. ATP <input checked="" type="checkbox"/> c. Com <input checked="" type="checkbox"/> d. Instrument <input checked="" type="checkbox"/> e. SEL <input checked="" type="checkbox"/> f. MEL <input checked="" type="checkbox"/> g. SES h. MES <input checked="" type="checkbox"/> i. CFI <input checked="" type="checkbox"/> j. Type Ratings <i>BE-200, BV-234</i>				19. Aircraft To Be Flown (a) <i>BE-20</i>		Total PIC Hours (b) <i>1400</i>	
Flight Type			Hours		PART 135 FLIGHT CHECKS				
					Date	Make/Model A/C	VFR	IFR	IFR W/IFR
20. Total Pilot Time (Airplane)			2610		35. <i>3/6/2019</i>	<i>U21 / BE-20</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
21. Pilot-in-Command (PIC) Airplane			2125		36.				
22. Total X-Country			4900		37.				
23. Total Night			1139		38.				
24. Instrument: In Flight			385		Note: 135 Flight Checks Must Cover Type of Operations Required By Contract.				
25. Instrument: Actual			385		39. Date of Previous Agency Card Approval				
26. Instrument: Simulated			430		40. Date of Last Agency Flight Check				
27. PIC Airplane: Last 12 Months			107		a. AMD <input checked="" type="checkbox"/> b. USFS <i>4/4/2018</i> a. AMD <input checked="" type="checkbox"/> b. USFS <i>4/4/2018</i>				
28. PIC Airplane: Last 60 Days			5		41. Aircraft Accidents/FAA Violations Filed Within Last 5 Years: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
29. PIC "Low Level" Ops (-500 AGL)			1385		(If yes, Attach Date and Expiration)				
30. PIC "Mountainous Terrain"			3500		42. Previous AMD or USFS Approval Denied, Suspended, or Revoked: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, Attach Date and Expiration)				
31. PIC Aircraft over 12,500 # Gr. Wt.			4400		43. PIC "Air Tactical" Operations: Number of Missions in the Last 24 Months <i>0</i>				
32. PIC Airtanker/Dispensing Operations			0		44. Airtanker Operations Only: a. Date Last PIC IFR Check in Type <i>_____</i> b. Date Last FAR 61.55 SIC Check <i>_____</i> c. No. of Takeoff/Landings Last 90 Days <i>_____</i> d. No. of Night Takeoff/Landings Last 90 Days <i>_____</i>				
33. PIC, Single Engine Airplane			Land		I certify that the information listed on this form is true and correct. In addition, I certify that I have read the statements on the back of this form covering information pursuant to Public Law 93-579 (Privacy Act of 1974) and any amendment thereto.				
			Sea						
34. PIC, Multi-Engine Airplane			Land		45. Signature (Pilot) <i>Sean R. Laycox</i>				
			Sea						
			2425		46. Date <i>3/20/2019</i>				
<b>SECTION II – For Inspectors Use Only (Initial Appropriate Missions)</b>									
1. Missions Approved For: (Inspector shall initial)									
a. ( ) Low Level			g. ( ) Mountainous Terrain			m. ( ) SEAT Pilot-Level			
b. ( ) Resource Recon			h. ( ) Category 4 Airstrip			n. ( ) Infrared Operations			
c. ( ) Air Tactical			i. ( ) Unprepared (Airstrip) Landings			o. ( ) Point-To-Point			
d. ( ) Smokejumper PIC			j. ( ) Airtanker PIC			p. ( ) Other			
e. ( ) Smokejumper SIC			k. ( ) Airtanker Initial Attack			q. ( ) Other			
f. ( ) Paracargo			l. ( ) Airtanker SIC			r. ( ) Other			
2. SEL _____ 3. SES _____ 4. MEL _____ 5. MES _____ 6. IFR, W/SIC _____ 7. IFR, Single Pilot _____ 8. Single Engine IFR _____									
9. Type Aircraft Approved For:									
10. Print Name (Inspector)			11. Signature (Inspector)			12. Agency		13. Date	
14. Expiration Date			15. Aircraft/Contract Rental Agreement No(s)						
16. Remarks									

**USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION – 2019  
OPERATIONS AND SAFETY INFORMATION  
FOR PILOTS****\*\*\* CERTIFICATION STATEMENT \*\*\***

It is important for Contract pilots be familiar with the Contract specifications. Inspector pilot operational safety briefings will emphasize the following areas:

Mission Approval  
Flight Below 500 Feet AGL  
Aircraft Maintenance  
Personal Protective Equipment  
Flight and Duty Limitations  
Incident Communications  
Flight Plans

Pilot Responsibilities  
Mishap Reporting  
Weight and Balance  
Flight Following  
Passengers  
SafeComs

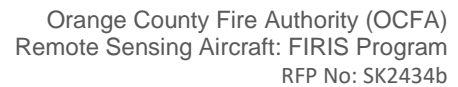
I certify that I have reviewed the Contract and shall comply with the Operations and Safety Information specifications contained wherein.

Sean R Laycox of Dynamic Aviation  
Pilot Name (print) Company Name

Sean R Laycox 3/20/2019  
Pilot Signature Date

## Wesley Kinter

Position	Name	Length of Time with Firm
Pilot-in-Command 6	Wesley Kinter	12 Years
Education/Training		
B.S., Aerospace, Middle Tennessee State University		
<b>Training</b> CRJ-200 FMS Training Course, Middle Tennessee State University		
Hands-on Work Experience		
<b>Pilot/Captain, Dynamic Aviation; 2008 – Present</b> <ul style="list-style-type: none"> <li>• Captain: King Air (C-12 &amp; U-21)</li> <li>• Part 135 and Part 91 Operations for Public Health &amp; Safety and Airborne Data Acquisition programs including Air Attack missions for the U.S. Forest Service</li> <li>• Operate and hold responsibility for the safe and efficient operation of the aircraft and for the safety of all persons on board. Familiar with the mission requirements and determine, in conjunction with the customer, a planned route of flight to conduct the mission.</li> <li>• Ensure completion of pre- and post-flight inspection of the aircraft before and after each mission according to company procedure. Collaborate with customer's scheduling requests to maximize satisfaction with flight schedules.</li> <li>• Possess working knowledge of customer's systems. Communicate effectively and routinely with customer, System Operations Center, and PM, informing of potential issues with the customer, aircraft, weather, or other issues that may compromise mission accomplishment.</li> </ul> <b>Flight Instructor, Middle Tennessee State University; 2006 - 2008</b> <ul style="list-style-type: none"> <li>• Part 141 School (100% Student Checkride Pass Rate)</li> <li>• Instructed students to FAA standards and school syllabus</li> <li>• Ensured students were educated and knowledgeable of the fundamentals of flight</li> </ul> <b>Aircraft Maintenance Technician, Middle Tennessee State University, 2005 – 2008</b> <ul style="list-style-type: none"> <li>• Maintained aircraft to FAA standards</li> <li>• Ensured timely maintenance of the aircraft</li> <li>• Troubleshoot issues and resolve in a timely manner</li> </ul>		
Certifications/Awards/Recognitions		
<ul style="list-style-type: none"> <li>• Wild Card License</li> </ul>		



POINT-TO-POINT ☒ OTHER ☐  
☐ OTHER ☐  
☐ OTHER ☐  
☐ OTHER ☐  
 Limitations \_\_\_\_\_  
 Contract Aircraft (If Applicable) 83-90



**USDA  
INTERAGENCY  
USDI**

**AIRPLANE PILOT  
QUALIFICATION CARD**

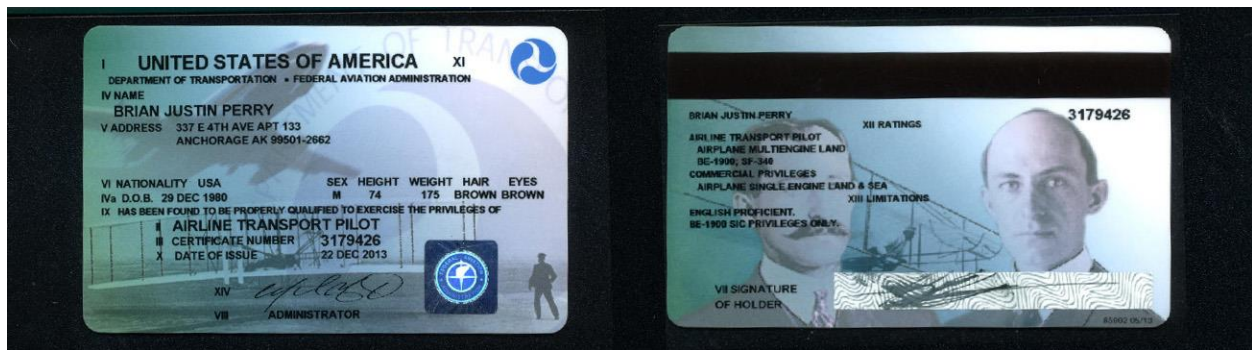
AWD-30A (07/05)

10 May 2020





**Brian J. Perry**

Position	Name	Years of Experience
<b>Pilot-in-Command 7</b>	<b>Brian J. Perry</b>	<b>5 Months</b>
<b>Education/Training</b>		
<b>Trainings:</b> ATP MEL, Shebley's, 2012 1900 SIC, ATS, 2010 Float Rating, Traverse Air, 2009 Flight Instructor, Pontiac Flight 101, 2008 Flight Instructor, Livingston Flight Inc, 2008 Multi-Engine, Traverse Air, 2007 Instrument Commercial, Take Flight Alaska, 2007		
<b>Hands-on Work Experience</b>		
<b>Captain, Flight, Dynamic Aviation; 2020 - Present</b> <ul style="list-style-type: none"> <li>• Captain: King Air (C-12 &amp; U-21)</li> <li>• Part 135 and Part 91 Operations for Public Health &amp; Safety and Airborne Data Acquisition programs including Air Attack missions for the U.S. Forest Service</li> <li>• Operate and hold responsibility for the safe and efficient operation of the aircraft and for the safety of all persons on board. Familiar with the mission requirements and determine, in conjunction with the customer, a planned route of flight to conduct the mission.</li> <li>• Ensure completion of pre- and post-flight inspection of the aircraft before and after each mission according to company procedure. Collaborate with customer's scheduling requests to maximize satisfaction with flight schedules.</li> <li>• Possess working knowledge of customer's systems. Communicate effectively and routinely with customer, System Operations Center, and PM, informing of potential issues with the customer, aircraft, weather, or other issues that may compromise mission accomplishment.</li> </ul> <b>Pilot, Guardian Flight; 2016 – 2020</b> <ul style="list-style-type: none"> <li>• Dual-qualified: PC-12 &amp; C90 / Medevac</li> </ul> <b>Pilot, Peninsula Airways; 2013 – 2016</b> <ul style="list-style-type: none"> <li>• Saab 340</li> </ul> <b>Pilot, Alaska Seaplanes; 2013 – 2013</b> <ul style="list-style-type: none"> <li>• PA-32 / C208B (Seasonal Position)</li> </ul> <b>Pilot, Bering Air; 2001 – 2006</b> <ul style="list-style-type: none"> <li>• B-1900 / C-208B</li> </ul> <b>U.S. Navy; 2001 – 2006</b> <ul style="list-style-type: none"> <li>• Law Enforcement Specialist Education</li> </ul>		
<b>Certifications/Awards/Recognitions</b>		
<ul style="list-style-type: none"> <li>• ATP Multi-engine land, Commercial Single Engine Land / Sea, Instrument Airplane, BE-1900, SF-340</li> <li>• 1st Class Medical – July 2019</li> <li>• Restricted Radio Operator License</li> <li>• Complex, High Altitude, High Performance, Tail Wheel</li> <li>• PA-28, C-150, C-172, C-172RG, C-152, DA-42, PA-23, BE-200, DA-40, C-206, BE-23, PA-30, 7ECA, PA-125, B-1900, C-207, PA-32, BE-95, C-208, SF-340, PC-12, S7, B90</li> <li>• Russian Visa</li> </ul>		



**Josiah Grindrod**

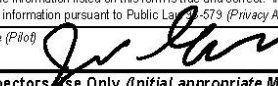
Position	Name	Length of Time with Firm
<b>Pilot-in-Command 8</b>	<b>Josiah Grindrod</b>	<b>4 Years</b>
<b>Education/Training</b>		
B.S., Aeronautical Science: Professional Flight, LeTourneau University, Longview, TX A.S., Aeronautical Science: Air Traffic Control, LeTourneau University, Longview, TX		
<b>Hands-on Work Experience</b>		
<b>Captain, Dynamic Aviation; 2013 – Present</b> <ul style="list-style-type: none"> <li>• Captain (March 2016 – Present)</li> <li>• First Officer (October 2013 – March 2016)</li> <li>• King Air (C-12 &amp; U-21)</li> <li>• Part 135 and Part 91 Operations for Public Health &amp; Safety and Airborne Data Acquisition programs including Air Attack missions for the U.S. Forest Service</li> </ul> <b>Technical Services Senior / Technology Life cycle Administrator, LeTourneau University; 2008-2013</b> <ul style="list-style-type: none"> <li>• Full-time staff position responsible for purchasing, repairing, updating, and maintaining faculty and staff computers, as well as the computer labs on campus.</li> <li>• Helpdesk technician, student worker position repairing faculty and staff computers.</li> </ul>		
<b>Certifications/Awards/Recognitions</b>		
<ul style="list-style-type: none"> <li>• Wild Card License</li> </ul>		
<b>Skills/Areas of Expertise</b>		
<ul style="list-style-type: none"> <li>• Commercial Multi-engine Land</li> <li>• Commercial Single Engine Land</li> <li>• Instrument</li> <li>• Tail Wheel endorsement</li> </ul>		

<p>Contract/ARA No.(s): <u>AG-04H1-1-15-9901</u></p> <p><b>AUTHORIZED MISSIONS</b></p> <p> <input checked="" type="checkbox"/> Low Level (Below 500' AGL) <u>MS Air Tactical</u>  <input checked="" type="checkbox"/> Resource Reconnaissance <u>MS Mountainous Terrain</u>  <input checked="" type="checkbox"/> Category IV Airstrip  <input checked="" type="checkbox"/> Smokejumper PIC  <input checked="" type="checkbox"/> Smokejumper SIC  <input checked="" type="checkbox"/> Airtanker Initial Attack  <input checked="" type="checkbox"/> Airtanker SIC  <input checked="" type="checkbox"/> SEAT Pilot-Level  <input checked="" type="checkbox"/> Paracargo  <input checked="" type="checkbox"/> Unprepared Landing Site <input checked="" type="checkbox"/> Infrared Operations         </p>	<p>Contract Aircraft (If Applicable) <u>BE-90</u></p> <p>Limitations <u>NONE</u></p> <p> <input checked="" type="checkbox"/> POINT-TO-POINT  <input type="checkbox"/> OTHER  <input type="checkbox"/> OTHER  <input type="checkbox"/> OTHER         </p>
<p>Name: <u>JOSIAH GRINDROD</u></p> <p>Company: <u>DYNAMIC AVIATION</u> <small>AUTHORIZED OPERATIONS</small></p> <p>VFR: <u>SEL</u> MEL <u>EL</u> SES <u>MES</u></p> <p>IFR: ME <u>EL</u> SE Turbine <u>SE Piston</u></p> <p>Single Pilot w/Autopilot <u>EL</u> w/SIC <u>EL</u></p> <p>Issued by <u>ERIC SHILLING</u> <u>Eric Shilling</u> <small>(print name) (signature)</small></p> <p>Agency: <u>USFS</u> Card Expires: <u>4/30/2020</u></p>	<div style="border: 1px solid black; padding: 10px; text-align: center;">   <p><b>USDA INTERAGENCY USDI</b></p> <p><b>AIRPLANE PILOT QUALIFICATION CARD</b></p> <p><small>AMD-30A (07/06)</small></p> </div>



USDA Forest Service

FS-5700-20 (05/2015)  
OMB 0596-0015 Exp. 5/2014

<b>AIRPLANE PILOT QUALIFICATIONS AND APPROVAL RECORD</b> <i>(Reference FSH 5709.16)</i>									
<b>SECTION I – PILOT INFORMATION (Fill in the blanks)</b>									
1. Name (Last, First, Middle Initial) <b>Grindrod, Josiah T</b>				2. Date of Birth <b>12/14/1988</b>		3. Home Telephone No. <b>(315)456-8475</b>			
4. Home Address (Street, City, State & Zip Code) <b>1730 S Dogwood Dr Apt A Harrisonburg VA 22801</b>									
5. Employed by <b>Dynamic Aviation</b>			6. Address <b>1402 Airport Rd Bridgewater VA 22812</b>			7. Telephone No. <b>(540)828-6070</b>		8. Employed since <b>2013</b>	
9. Previous Employer <b>LeTourneau University</b>			10. Address <b>2100 S Mobbey Ave Longview TX 75602</b>			11. Telephone No. <b>(903)233-350</b>		12. Period Employed <b>2008-2013</b>	
13. Previous Employer <b>NA</b>			14. Address			15. Telephone No.		16. Period Employed	
17. Medical Certificate a. Class <b>First</b> b. Date <b>09/2018</b>			18. Airman Certificate (Circle) a. Number: <b>3420341</b> b. ATP <input checked="" type="checkbox"/> c. Comm <input checked="" type="checkbox"/> d. Instrument <input checked="" type="checkbox"/> e. SEL <input checked="" type="checkbox"/> f. MEL <input checked="" type="checkbox"/> g. SES <input checked="" type="checkbox"/> h. MES <input checked="" type="checkbox"/> i. CFI <input checked="" type="checkbox"/> j. Type Ratings			19. Aircraft To Be Flown (a) 1. <b>King Air 90</b> 2. <b>King Air 200</b> 3. _____		Total PIC Hours (b)	
Flight Type		Hours	Date	Make/Model A/C	VFR	IFR	IFR W/ATP		
20. Total Pilot Time (Airplane)		2567	35. 3/6/2019	King Air 90	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
21. Pilot-in-Command (PIC) Airplane		1875	36. 7/20/2019	King Air 200	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
22. Total X-Country		659	37.						
23. Total Night		703	38.						
24. Instrument: In Flight		450	Note: 135 Flight Checks Must Cover Type of Operations Required By Contract.						
25. Instrument: Actual		420	39. Date of Previous Agency Check Approval		40. Date of Last Agency Flight Check				
26. Instrument: Simulated		30	a. AMD <input checked="" type="checkbox"/> USFS <b>7-25-2018</b>		b. USFS <b>4-10-2018</b>				
27. PIC Airplane: Last 12 Months		314	41. Aircraft Accidents/FAA Violations Filed Within Last 5 Years: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, Attach Date and Explanation)						
28. PIC Airplane: Last 60 Days		8	42. Previous AMD or USFS Approval Denied, Suspended, or Revoked: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, Attach Date and Explanation)						
29. PIC "Low Level" Ops (-500 AGL)		60	43. PIC "Air Tasking" Operations: Number of Missions in the Last 24 Months: <b>72</b>						
30. PIC "Mountainous Terrain"		489	44. Airtanker Operations Only: a. Date Last PIC IFR Check in Type _____ b. Date Last FAR 61.55 SIC Check _____ c. No. of Takeoff/Landings Last 90 Days _____ d. No. of Night Takeoff/Landings Last 90 Days _____						
31. PIC Aircraft over 12,500 # Gr. Wt.		700	I certify that the information listed on this form is true and correct. In addition, I certify that I have read the statements on the back of this form covering information pursuant to Public Law 92-579 (Privacy Act of 1974) and any amendment thereto.						
32. PIC Airtanker/Dispensing Operations			45. Signature (Pilot) 						
33. PIC, Single Engine Airplane			46. Date <b>3-25-2019</b>						
34. PIC, Multi-Engine Airplane									
<b>SECTION II – For Inspectors Use Only (Initial appropriate Missions)</b>									
1. Missions Approved For: (Inspector shall initial)									
a. ( ) Low Level			g. ( ) Mountainous Terrain			m. ( ) SEAT Pilot-Level _____			
b. ( ) Resource Recon			h. ( ) Category 4 Airstrip			n. ( ) Infrared Operations			
c. ( ) Air Tactical			i. ( ) Unprepared (Airstrip) Landings			o. ( ) Point-To-Point			
d. ( ) Smokejumper PIC			j. ( ) Airtanker PIC			p. ( ) Other _____			
e. ( ) Smokejumper SIC			k. ( ) Airtanker Initial Attack			q. ( ) Other _____			
f. ( ) Paracargo			l. ( ) Airtanker SIC			r. ( ) Other _____			
2. SEL _____ 3. SES _____ 4. MEL _____ 5. MES _____ 6. IFR, W/SIC _____ 7. IFR, Single Pilot _____ 8. Single Engine IFR _____									
9. Type Aircraft Approved For:									
10. Print Name (Inspector)		11. Signature (Inspector)			12. Agency		13. Date		14. Expiration Date
15. Aircraft/Contract Rental Agreement No(s).									
16. Remarks									

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SECTION III – Pilot Evaluation/Qualification Check (To be filled out by Inspector)			
1. Type of Evaluation (X appropriate box) <input type="checkbox"/> Interim <input type="checkbox"/> Initial <input type="checkbox"/> Recurrent <input type="checkbox"/> Post-Accident			2. Date
3. Name (last, first, middle initial)		4. Knowledge Make and Model	
5. Competency Make and Model		6. Employed By	
7. Location of Check		8. Flight Time	
Insert one of the following letters below each Section (IV thru VI), if applicable D – Demonstrated Ability      K – Knowledge      U – Unsatisfactory			
<b>SECTION IV – Equipment Exam – (Oral/Written)</b>			
1. Aircraft / Pilot Documents		7. Approach/Landing	
2. Weight and Balance (Down Loading)		a. Wind Evaluation	
3. Fuel Requirements		b. Helispot Evaluation (H)	
4. Systems Operation		c. Normal (Wheel / Stall)	
5. Emergency Procedures		d. Crosswind/Slip Approach	
6. Emergency / Survival Equipment		e. Short / Soft Field Landings (A)	
7. Operation/Safety Briefing		f. Rejected Landing/Go-Around	
SECTION V – Preflight		g. Winter / Ski Operations/Snow Landings	
1. Aircraft Documents		h. STOL Operations (A)	
2. Manifest and Flight Plan		i. Pinnacle or Platform (H)	
3. Weight and Balance		j. Confined Area (H)	
4. Preflight Procedure		k. Slope Landing (H)	
5. Use of Check List		8. Emergency Procedures	
SECTION VI – Flight Check		a. Engine Failure After Takeoff	
1. Starting Procedure		b. Maneuvering with Engine Out	
2. Communication and Navigation Equipment Check		c. V-Speeds (A)	
3. Hover Taxi/Ground Taxi		d. Approach and Landing, One Engine Out	
4. Run-up/Power Check		e. System Emergencies	
5. Take-off Operations		f. Autorotation / Forced Landings	
a. Normal		g. Antitorque Failure (H)	
b. Crosswind		h. Hydraulic Failure	
c. Maximum Performance		9. Instrument Procedures	
d. Short/Soft (A)		a. Equipment Check	
e. Aborted		b. ATC Procedures	
6. Air-Work Maneuvers		c. Navigation/Orientation	
a. Smoke-Helipot Jumping / Rappeling		d. Holding	
b. App. To Stall, Slow Flight		e. Approach – NDB, VOR, DME, LOC, ILS	
c. Mountain Flying Technique		f. Missed Approach / Circling Approach	
d. Sling Operation/External Load		g. Speed, Heading Altitudes	
e. Water / Retardant Dropping		h. Automatic Pilot/Single Pilot (A)	
f. Aerial Hunting		i. Crew Coordination	
g. Offshore Navigation		10. Water Operations	
h. Horse and Game Hrdg / Crtg (H)		a. Taxiing, Sailing, Docking	
i. Night Operation		b. Step Taxi and Turns (A)	
j. Low-Level Operations		c. Glassy Water / Rough Water	
k. Fire Reconnaissance		d. Takeoff and Landings	
l. Steep Turns		11. Judgment	
m. En Route Procedures		12. Shutdown Checklist	
13. Remarks / Limitations			
14. Pilot Qualification Card Issued For:			
Pilot Statement: I have been briefed on the reason for this evaluation flight and understand that I will remain as pilot-in-command of the aircraft during the check and that I may refuse to attempt any maneuver that, in my opinion, may be hazardous or unsafe.			
15. Signature (pilot, Sign Prior to Flight)			16. Type of Flight Check Passed _____ IFR _____ VFR
17. (X appropriate answer)		18. Expiration Date(s)	19. Signature (Inspector)

**Erik Rodriguez**

Position	Name	Length of Time with Firm
<b>Sensor Operator</b>	<b>Erik Rodriguez</b>	<b>8 Years</b>
<b>Education/Training</b>		
High School Diploma		
<b>Training:</b> Shadow UAS Technician Training Military Intelligence Systems Maintainer/Integrator Training		
<b>Hands-on Work Experience</b>		
<b>Sensor Operator, AEVEX Aerospace; 2012 – Present</b> <ul style="list-style-type: none"> <li>• Applies technical knowledge of electronics principles in determining equipment malfunctions and restoring systems operation</li> <li>• Assists with system deployment and reintegration in OCONUS settings</li> <li>• Performs preventive maintenance, checks, and services on systems of various types and manufacturers. Performs system tests to ensure correct system installation and configuration</li> <li>• Develops reports, updates drawings, and maintains inventories for equipment assigned to the technical team</li> </ul> <b>Senior Electrical Test Specialist, AAI Corporation; 2010 – 2012</b> <ul style="list-style-type: none"> <li>• Managed and maintained software and hardware updates on multiple unmanned ground control systems for engineering testing</li> <li>• Built and maintained a Shadow TCDL unmanned aerial vehicle (UAV) simulator, which was used for further software and hardware testing of ground systems, reducing flight-time requirements and overall costs to the customer</li> <li>• Assisted with the setup of software and hardware required for system capability demonstrations</li> </ul> <b>MI Systems Maintainer/Integrator, U.S. Army</b> <ul style="list-style-type: none"> <li>• Served as Crew Chief and maintainer for the Shadow 200 UAV platform</li> <li>• Served as Unit Trainer, creating and implementing a training regimen for over 20 soldiers</li> <li>• Managed and maintained over \$10M worth of equipment</li> </ul>		
<b>Certifications/Awards/Recognition</b>		
<ul style="list-style-type: none"> <li>• Army Achievement Medal</li> <li>• Army Commendation Medal</li> <li>• Non-Commissioned Officer Professional Development Ribbon</li> </ul>		
<b>Skills/Areas of Expertise</b>		
<ul style="list-style-type: none"> <li>• Electronics Principles and Techniques</li> <li>• Electronics Systems Maintenance and Repair</li> <li>• Airborne and Ground Sensor Systems</li> <li>• Sensor Operation / Mission Command</li> <li>• Training and Instruction</li> <li>• Unmanned Aerial Systems</li> <li>• Test and Evaluation</li> </ul>		

**Matthew Hedman**

Position	Name	Length of Time with Firm
<b>Sensor Operator</b>	<b>Matthew Hedman</b>	<b>9 Years</b>
<b>Education/Training</b>		
General Studies, Salt Lake Community College		
<b>Training</b> United States Navy Aviation Electrician Systems and Repair School P3-C Orion-specific Repair School Basic Electronics Course School		
<b>Hands-on Work Experience</b>		
<b>System Engineer and Site Technical Lead, AEVEX Aerospace; 2011 - Present</b> <ul style="list-style-type: none"> <li>• Provide system administration for users on a sensitive network.</li> <li>• Ensure security is implemented and procedures are followed by users and administrators. Perform WSUS and ensure other security updates and protocols are in place to ensure a secure network.</li> <li>• Install Sensors, design necessary improvements, run wires, and perform operational checks. Prepare Engineering Change Proposals and Software Upgrade Requests. Document all hardware and software installations, upgrades, and changes</li> <li>• Train system operators on the proper use of sensor system equipment. Assign maintenance actions to team members. Serve as a main point-of-contact throughout the mission for any technical questions and issues.</li> <li>• Serve as the Subject Matter Expert for new systems such as the Long Wave INfraRed Sensor and the Hyperspectral Sensor.</li> <li>• Enforce Preventative Maintenance Inspection (PMI) requirements, equipment checklists, and Standard Operating Procedures (SOPs). Conduct quality checks on all work completed to ensure that all PMIs, SOPs, and checklists are completed.</li> <li>• Plan maintenance, conduct briefings, and create technical reports.</li> <li>• Complete all required pre- and post-flight aircraft preparations are completed. Perform pre-flight troubleshooting to enable aircraft to fly functionally and on time. Load crypto on aircraft systems.</li> <li>• Protect classified equipment, data and documents related to technical operations.</li> <li>• Interact with Government and customer to meet flight requirements</li> </ul>		
<b>Lead Electronic Digital Computer Mechanic, Department of the Army; 2010 – 2011</b> <ul style="list-style-type: none"> <li>• Reviewed schematic and wiring diagrams for full understanding of the systems. Utilized multimeters, and oscilloscopes to test equipment.</li> <li>• Directed the activities of the team. Trained team members on proper procedures for testing, troubleshooting, repairs, technical documentation, and reporting.</li> <li>• Successfully repaired 56 percent of repairs that entered the shop. Raised departmental productivity even when the employee base was reduced by 75 percent.</li> <li>• Increased the number of working test stations from 1 to 4 stations.</li> <li>• Responsible for destroying classified hard drives within Government guidelines.</li> </ul>		
<b>Electronic Test Specialist, AAI Corporation; 2009 – 2010</b> <ul style="list-style-type: none"> <li>• Repaired and maintained communication systems, optic systems, and automatic flight systems. Collected data and performed quality control procedures. Created workloads that ensured all maintenance was completed with no negative effect on flight schedules.</li> <li>• Supported NET (New Equipment Training) activities for National Guard. Performed technical installation, operation, and maintenance for all hardware and software. Scheduled, tracked, and monitored tools and test equipment calibration.</li> <li>• Served as the Maintenance Instructor training soldiers how to maintain, launch and recover the Shadow UAV. Evaluated soldiers to become a Qualified Crew Chief on UAV equipment.</li> <li>• Regularly communicated with the customer, building rapport and cultivating solid working relationships while gathering technical requirements and offering status updates on current projects.</li> <li>• Managed administrative and operational duties such as inventory management, project and system documentation, data management, and report-writing.</li> </ul>		





Position	Name	Length of Time with Firm
Sensor Operator	Matthew Hedman	9 Years
<b>Electrical Technician Supervisor, United States Navy; 2002 – 2008</b> <ul style="list-style-type: none"><li>Tested, installed, and maintained state-of-the-art equipment. Performed electrical troubleshooting operations with a wide variety of electrical measuring equipment. Repaired electrical and instrumental systems, automatic flight controls, and engine systems. Performed quality control and maintained a record of zero defects on repairs.</li><li>Managed team of up to 20 subordinates on 24/7 schedules at several locations. Trained staff members and supervised team activities to ensure that team members accomplished set objectives.</li></ul>		
Skills/Areas of Expertise		
<ul style="list-style-type: none"><li>Electro Optical</li><li>LongWave Infrared Sensors and Hyperspectral Sensors</li><li>Microsoft Office Suite</li></ul>		

## Ryan Becker

Position	Name	Length of Time with Firm
Sensor Operator	Ryan Becker	Contingent Hire
<b>Education/Training</b>		
B.A. Physics, Pamona College		
<b>Training:</b> Aviation Safety Management Systems, University of Southern California, 2007		
<b>Hands-on Work Experience</b>		
<b>Principal Consultant, Becker Support Services LLC; 2019 – Present</b> <ul style="list-style-type: none"> <li>Founded independent consulting firm to facilitate matching Government needs with contractor capabilities from a third-party perspective.</li> <li>Established relationships with Brazilian Air Force and US Air National Guard and facilitated a formal agreement to share engineering data related to aerial firefighting.</li> <li>Developed a business plan to help facilitate introduction of an advanced mobile mapping and communication tool to wildland firefighting organizations for a small technology company.</li> <li>Developed requirements, a business plan, and lead customers for an organically developed mobile, modular, immersive, collaborative air/ground wildland fire simulator.</li> </ul>		
<b>Manager, Coulson Aviation USA; 2019 – Present</b> <ul style="list-style-type: none"> <li>Established and managed a competitive sourcing process for aerial mapping and real-time intelligence equipment for jetpowered fixed-wing and rotor-wing aircraft.</li> <li>Defined requirements for first-ever mixed-role leadplane and mapping capabilities in the same aircraft, during the same mission.</li> <li>Developed, tested and operationalized a real-time mapping, intelligence and streaming video downlink service for helicopter operations in urban areas.</li> <li>Maintained and expanded real-time fleet location and event tracking services.</li> </ul>		
<b>National UAS Program Manager, US Forest Service; 2018 – Present (Temporary Promotion)</b> <ul style="list-style-type: none"> <li>Authored comprehensive program strategy and implementation plan. Developed National Operations and Safety plans.</li> <li>Created first nationwide operational budget request, which established an initial \$4M/year funding level. Rewrote US Forest Service policy to integrate UAS.</li> <li>Led nationwide implementation of Unmanned Aircraft Systems pilot training and qualification program.</li> </ul>		
<b>Aerial Firefighting Use and Effectiveness Study Project Manager, US Forest Service; 2012 - 2019</b> <ul style="list-style-type: none"> <li>Established study objectives, scope, and methods. Led nationwide field engagement campaign. Developed comprehensive, multiyear implementation plan and multimillion-dollar budget request.</li> <li>Led hiring efforts and supervised staff. Coordinated and authored Congressional responses. Negotiated participation and data sharing with other Federal and State organizations, including Province of British Columbia and Australian State of Victoria.</li> <li>Worked directly with aircraft vendors to ensure accuracy and reliability of onboard data collection systems. Led development of analysis and reporting strategy.</li> </ul>		
<b>Aerial Delivery Program Leader, US Forest Service; 2003 - 2016</b> <ul style="list-style-type: none"> <li>Developed test plans, negotiated cost-reimbursement agreements, onboarded and trained temporary test personnel, and directed daily test activities.</li> <li>Led data analysis and provided technical advice to engineering activities of aircraft system developers. Authored test reports and provided recommendations to US Interagency Airtanker Board for Boeing 747, 737, Lockheed DC-10, British Aerospace Bae-146 (five variants), McDonnell-Douglas MD-87, Military Aerial Firefighting System (MAFFS), Precision Containerized Aerial Delivery System, and Beriev BE-200.</li> <li>Supported Victorian Government (Australia) with field observations and evaluation of DC-10 operations during 2010 fire season. Provided ongoing information and advice on the state of the airtanker industry.</li> </ul>		
<b>Mechanical Engineer Project Leader, US Forest Service; 1999 – 2003</b> <ul style="list-style-type: none"> <li>Coordinated and oversaw wildland firefighting water handling equipment first article testing in support of nationwide, interagency procurement programs worth in excess of \$100M/year.</li> <li>Developed a process to improve post-wildfire revegetation of severely burned landscapes. Investigated techniques to monitor and inventory fish passage at potential manmade barriers in remote, austere locations.</li> <li>Developed and demonstrated a contracting and operational process for employing UAS to survey the extent and spread of invasive vegetative species in areas inaccessible to ground survey methods.</li> </ul>		

Position	Name	Length of Time with Firm
<b>Sensor Operator</b>	<b>Ryan Becker</b>	<b>Contingent Hire</b>
<b>Certifications/Awards/Recognitions</b>		
<b>Published in</b> <ul style="list-style-type: none"> <li>• Legendre, Dominique; Becker, Ryan; Alméras, Elise; Chassagne, Amélie (2013) Air tanker drop patterns. International Journal of Wildland Fire 23, 272-280</li> <li>• Skeen, Bob; Becker, Ryan (2007) Helimulching—Equipment and Techniques. 0757 1305P. San Dimas, CA: U.S. Department of Agriculture, Forest Service, San Dimas Technology and Development Center. 6 p.</li> <li>• Becker, Ryan (2001) Effective Aerial Reseeding Methods: Market Search Report. 0151 1204. San Dimas, CA: U.S. Department of Agriculture, Forest Service, San Dimas Technology and Development Center. 24 p.</li> </ul>		
<b>Skills/Areas of Expertise</b>		
<ul style="list-style-type: none"> <li>• Program management</li> <li>• Interdisciplinary team leadership</li> <li>• Government contracting and procurement strategy</li> <li>• Strategic planning</li> <li>• Communications and negotiation</li> </ul>		

**Peter Jockimo**

Position	Name	Years of Experience
<b>Sensor Operator</b>	<b>Peter Jockimo</b>	<b>7 Months</b>
<b>Education/Training</b>		
B.S., Aeronautical Science, Embry-Riddle Aeronautical University		
<b>Training</b> MARSS/MAISR Mission Commander FAA Medical Certificate, Class III Flight physiology/ altitude chamber certification Master Training Specialist Mentor Master Training Specialist, Curriculum Developer NEC7841 P3C Update III Acoustic Sensor 1 Operator NEC-9502 Instructor 2F140, 2F179, Forward-Deployed Trainer and 14B53 Flight Simulator Instructor		
<b>Hands-on Work Experience</b>		
<b>Mission Commander/ Sensor Operator, AEVEX Aerospace; 2019 - Present</b> <ul style="list-style-type: none"> <li>• Mission Commander on MC-12 aircraft, supervising multiple aircrew in demanding, high-intensity surveillance operations</li> <li>• Operates both IMaster RADAR system and MX-15 electro-optic system.</li> <li>• Coordinates tactics and operations with flight crew, directing aircraft movements as necessary.</li> </ul> <b>Mission Systems Operator, Momentum Air Group; 2015 - 2019</b> <ul style="list-style-type: none"> <li>• Over 2,500 hours as Mission Systems Operator/Mission Commander.</li> <li>• Extensive experience in MARSS/MAISR/SSAISR Operations.</li> </ul> <b>Airborne Surveillance Operator, Sierra Nevada Corporation; 2014 - 2015</b> <ul style="list-style-type: none"> <li>• Multiple deployments to Afghanistan theater, Kandahar Air Base.</li> <li>• Operated MX-15 electro-optical system in conjunction with various COMINT and SIGINT equipment in demanding combat environment.</li> <li>• Qualified mission commander for C12 aircraft.</li> <li>• Experienced user of MiRC, PRC-117 communication systems.</li> </ul> <b>Naval Air Crewman (Operator): United States Navy; 1993 - 2013</b> <ul style="list-style-type: none"> <li>• Acoustics and surveillance operator on P-3C ORION patrol/reconnaissance aircraft</li> <li>• Completed multiple, world-wide deployments in wide range of operational environments</li> <li>• Operated AVX-1, ASX-6, Cast Glance, and Cluster Ranger electro-optic systems</li> <li>• Conducted counter-drug, anti-submarine, counter-terrorism, and counter-smuggling operations</li> <li>• Qualified in-flight, simulator, and classroom instructor on P-3C systems and operations</li> <li>• 20 years and 3,600 hours in type</li> </ul>		
<b>Skills/Areas of Expertise</b>		
<ul style="list-style-type: none"> <li>• 20 years/3600 hours as a P-3C Sensor Operator, with over 500 hours operating electro-optic sensors.</li> <li>• 13 years as an instructor, in classroom, one-on-one, simulator, and group-paced environments.</li> <li>• Active DoD Top Secret/SCI Eligible</li> </ul>		



**Elijah Leonardo**

Position	Name	Length of Time with Firm
<b>Sensor Operator</b>	<b>Elijah Leonardo</b>	<b>2 Years</b>
<b>Education/Training</b>		
A.S., Civil Engineering, Springfield Technical Community College, 2008		
<b>Training</b> Water Survival Refresher Training, 2 days, Oak Harbor, WA (2016) Advanced Survival Evasion Resistance Escape school, 1 week, Spokane, WA (2014) Acoustic Warfare Operator "C" School, 23 weeks, Jacksonville, FL (2013) P-3 Airborne Observer school, 5 weeks, Jacksonville, FL (2013) Survival Evasion Resistance Escape school, 2 weeks, San Diego, CA (2012) Aviation Warfare Operator "A" School, 17 weeks, Pensacola, FL (2012) Water Survival Training, 4 days, Pensacola, FL (2012) Naval Aircrew Candidate School, 3 weeks, Pensacola, FL (2012) Recruit Training, 8 weeks, Great Lakes, MI (2012)		
<b>Hands-on Work Experience</b>		
<ul style="list-style-type: none"> <li>• Flown 1,288 flight hours on 235 sorties in 11 areas of operations around the globe, operating 4 tactical systems aboard 2 variations of the P-3C aircraft (2012-2018)</li> <li>• 6 years as an acoustic, radar, and EO/IR sensor operator (2012-2018)</li> <li>• Worked in support of US Special Operations (2016 &amp; 2017)</li> <li>• 2 deployments totaling 12 months in the 5<sup>th</sup> Fleet/CENTCOM &amp; AFRICOM AOR 2(2015 &amp; 2017)</li> <li>• 2 deployment totaling 10 months in the 7<sup>th</sup> Fleet/PACOM AOR (2014 &amp; 2016)</li> <li>• Worked as an intelligence specialist creating post mission products using Microsoft Office, Google Earth, and other applicable Windows applications (2017-2018)</li> <li>• Planned and wrote 821 daily and 42 weekly flight schedules for over 3 years in a complex dynamic environment, coordinating with every department to ensure mission, training and qualification requirements are met (2015-2018)</li> <li>• Trained, mentored and evaluated 17 junior operators and directed 54 upgrader tactical flights and simulations culminating in a 100% successful qualification rate (2016-2018)</li> </ul>		
<b>Skills/Areas of Expertise</b>		
<ul style="list-style-type: none"> <li>• Current Top Secret/SCI clearance</li> <li>• EO/IR sensor operator</li> <li>• Squadron instructor</li> <li>• Experience working with SOF forces</li> <li>• Safety of flight radar operator</li> <li>• CRM-Facilitator</li> </ul>		

**Jay Barrowman**

Position	Name	Length of Time with Firm
<b>Sensor Operator</b>	<b>Jay Barrowman</b>	<b>8 Years</b>
<b>Education/Training</b>		
Associates Air & Space Operations Technology, Community College of the Air Force BS Project Management, Embry Riddle Aeronautical University, Ongoing Aircrew Safety Systems Technology, Community College of the Air Force		
<b>Hands-on Work Experience</b>		
<b>MQ-9 ISO Tactical Lead, AEVEX Aerospace; 2018 - Present</b> <ul style="list-style-type: none"> <li>Worked closely with Tactical Lead Pilots to develop most effective/efficient ISR/ tactical approach to best meet needs of customer</li> <li>Provided real-time 24/7/H65 motion video exploitation in a shift work environment</li> </ul> <b>MQ-9 Instructor/Sensor Operator, AEVEX Aerospace; 2018 - Present</b> <ul style="list-style-type: none"> <li>Instructed aircrew duties to execute High Headquarters missions requiring persistent armed reconnaissance &amp; close air support</li> <li>Maintained/instructed multi-theater proficiency in ROE/TTP to conduct ISR operations in world's most demanding combat environments</li> </ul> <b>MQ-9 Sensor Operator/Flight Chief, AEVEX Aerospace; 2012 - Present</b> <ul style="list-style-type: none"> <li>Collaborated effectively with other NGA NSG, ASG and Service imagery and geospatial analysts, as well as other intelligence analysts and engineers</li> <li>Operated remotely controlled electro-optical and infrared sensors providing full motion video for tactical/actionable intelligence</li> </ul> <b>Aircrew Flight Equipment Craftsman, Air Force; 1999 - Jul 2012</b> <ul style="list-style-type: none"> <li>Maintain aircrew lifesaving equipment for H2 aircraft and 900 flight pers</li> <li>Lead quality assurance supervisor responsible 100% equipment pass rate</li> </ul> <b>Sensor Operator, AEVEX Aerospace; Jan 2019 - Present</b> <ul style="list-style-type: none"> <li>Provided real-time 24/7 full motion video exploitation in a shift work environment.</li> <li>Flew 200+ ISR missions - accumulated 800+ hrs</li> <li>Flew 5 manned operations with Night Watch - conducted IR mapping, FMV, and operational intelligence</li> </ul>		
<b>Skills/Areas of Expertise</b>		
<ul style="list-style-type: none"> <li>FLIR Star Safire H80 HDc</li> <li>mIRC</li> <li>Google EARTH</li> <li>WAVE</li> <li>MTS-B Payload Operation</li> <li>GeoFocis Mapping System</li> <li>SkyNet</li> <li>Zeus</li> <li>ARC-210</li> <li>Lynx SAR</li> </ul>		

**Cesar Alveraz**

Position	Name	Length of Time with Firm
<b>Sensor Operator</b>	<b>Cesar Alveraz</b>	<b>2 Years</b>
<b>Education/Training</b>		
Hawthorne High School 1995 Hawthorne, CA Computer Education Institute Lake Forest, CA		
<b>Hands-on Work Experience</b>		
<b>AEVEX Aerospace, GeoFOCIS Sensor Operator; 2019 - Present</b> <ul style="list-style-type: none"> <li>Provide Full motion video/Real time data of the dynamic fire area operating GeoFOCIS and the FLIR 380HDc sensor.</li> <li>Assist the Air Tactical Group Supervisor with situational awareness and gathering incident data to produce end of mission intel deliverables consisting of narrated video, power point slides, shape and kml files.</li> </ul>		
<b>AEVEX Aerospace Remotely Piloted Aircraft Sensor Operator; 2018 - Present</b> <ul style="list-style-type: none"> <li>Qualified Launch/Recovery and mission ready sensor operator for the MQ-9 Reaper. Operation Supervisor qualified. Over 2000 mission hours in the MQ-9 Reaper.</li> <li>Provide Intelligence Surveillance and Reconnaissance assessment of various areas using full motion video. Operates the payload of the MQ-9 Reaper in support of customer requirements Coordinates and actively participate in flight operation efforts including mission planning, execution and briefing, debriefing, aircrew resource management and safety.</li> <li>Defines, plans, organizes and executes unusually complex flight profiles in a tactical environment in support of customer requirements.</li> <li>Ensures compliance with service guidance, company policy and procedures. Interacts directly with customer in the employment of aircraft on matters of importance to include the collection of data, tactical situation.</li> </ul>		
<b>California Air National Guard, Remotely Piloted Aircraft Sensor Operator/Imagery Analyst; 2008 - Present</b> <ul style="list-style-type: none"> <li>Qualified combat mission ready sensor instructor for the MQ-1 Predator/MQ-9 Reaper. Provide flight and academic instruction to incoming Sensor Operators.</li> <li>Develop instructor upgrade program. Sensor Shift Supervisor. Conduct real time battle damage assessments after kinetic strike events.</li> <li>Analyze post-strike kinetic events and conduct after action reports. 975 flight mission hours in the MQ-1 Predator and 833 flight mission hours in the MQ-9 Reaper.</li> <li>Maintain and update Weapons and Tactics library. Conducts Imagery Intelligence using full motion video reconnaissance and surveillance of potential targets and areas of interest. Detects, analyzes and discriminates between valid and invalid targets using electro-optical, low-light, and infrared full-motion video imagery, and other active or passive acquisition and tracking systems.</li> <li>Assists in air navigation, Air Order of Battle integration, fire control planning, and determining effective weapons control and delivery tactics to achieve overall mission objectives. Receives target briefs for (9-liners) for weapons delivery. Responsible for terminal weapons guidance. Understanding in tactics, techniques, and procedures for friendly and enemy AOB assets.</li> </ul>		
<b>Raytheon, Information Systems Security Officer; 2013 - 2018</b> <ul style="list-style-type: none"> <li>Supports multiple programs in administering the Information Assurance duties for Information Systems processing Classified Information.</li> <li>Coordinate duties with the Systems Administrator and /or Information Technology staff to ensure all NISPOM requirements are implemented and functional.</li> <li>Perform weekly audits of Classified Information Systems consisting of various computer hardware and multiple operating systems' software both in a stand-alone environment and in LAN/WAN configurations. Conduct briefings/training for users on Classified Information Systems.</li> <li>Provide customer support activities and functions to a broad IT user environment.</li> </ul>		
<b>BOSH Global Services, System Administrator/Communications System Analyst; 2013 - Oct 2013</b> <ul style="list-style-type: none"> <li>Military C4ISR (Command, Control, Computers, Communication, Intelligence, Surveillance, and Reconnaissance) experience working with Remotely Piloted Aircraft (RPA) Operations Center. Working with NIPRNet, SIPRNet, JWICS, internal/external voice communication systems, VoIP, NSTS phone system, Video Teleconference Center, and video dissemination.</li> <li>Administration of Windows Vista/7/2003, both servers and workstations plus Microsoft Exchange, Microsoft Internet Information Server, VMware, and Sharepoint.</li> <li>Operate, maintain, and manage communications and network systems; Asynchronous Transfer Mode (ATM), IP routers and switches, Type I encryption (KG-75A, KG-175). Provide reports, complete request for new service, configure changes to switches, trunks, links, and circuits.</li> </ul>		

Position	Name	Length of Time with Firm
<b>Sensor Operator</b>	<b>Cesar Alveraz</b>	<b>2 Years</b>
<p><b>Quantum Dynamics, Information Systems Security Officer; 2013 - 2013</b></p> <ul style="list-style-type: none"> <li>• Supports the oversight of all aspects of day-to-day operations, ensuring that the security posture is sustained and that the residual level of risk is always at an acceptable level. Ensure no attempt is made to strain or test security mechanisms, perform network line monitoring, or keystroke monitoring without appropriate authorization.</li> <li>• Ensure that confidentiality, integrity, and availability of the data and the protection level of the system are provided. Ensure all users have the requisite security clearances, authorization, and need-to know, and are aware of their security responsibilities before granting access to information systems.</li> <li>• Provide Information Assurance Awareness (IAA) training to all Information Assurance (IA) personnel.</li> <li>• Ensure information systems (at the local site) are operated, maintained, and disposed of in accordance with internal security policies and practices outlined in pertinent information systems CONOPS and the local System Security Authorization Agreements (SSAA).</li> <li>• Conduct periodic reviews to ensure compliance with the SSAA. Ensure all security-relevant information system software, hardware, and firmware is maintained and documented IAW pertinent Configuration Management Plans.</li> </ul> <p><b>California Air National Guard, Information Technology Specialist; Sep 2006 - 2008</b></p> <ul style="list-style-type: none"> <li>• Manage all customer support issues and assign all jobs to appropriate office as help desk supervisor. Analyze probable areas of interaction between proposed and existing systems to facilitate in mission accomplishment.</li> <li>• Work with Air Force, Air National Guard, and commercial of the shelf technology in a Local and Wide Area network with multiple operating system client server configurations.</li> <li>• Ensure network is operating within DOD, AF, and NGB policies, standards and directives.</li> <li>• Install hardware/software; maintain network operations and resolves problems/inquiries concerning networks, computers, peripherals and services. Administer LAN/WAN system; performs network system security functions; provides technical assistance/training to users.</li> <li>• Analyze and operate automated and manual systems. Gather data to use for benchmark and performance measurement.</li> </ul> <p><b>California Air National Guard, System Administrator; 2005 - 2006</b></p> <ul style="list-style-type: none"> <li>• Manage GCCS, C2IPS, and other classified systems and configure for access to the domain.</li> <li>• Document, configure, and manage classified automated information systems. Track and update all classified computer systems to make certain all systems were in network compliance on ANG classified network using TCNO tracking database.</li> <li>• Troubleshoot and manage classified workstations and associated network equipment. Performed site surveys and assisted with the site accreditation package. Installed and maintained hardware and software on classified systems. Created new user accounts and provided training for all users.</li> </ul> <p><b>SYS Technologies, Customer Service Representative; 2003 - 2005</b></p> <ul style="list-style-type: none"> <li>• Implementation and support Local Area and Campus Area Network hardware and software.</li> <li>• Analyze and design network infrastructure and computer equipment to adapt to customer growing need of automated information systems. Analyze performance problems and recommend solutions to enhance functionality, reliability, and/or usability.</li> <li>• Integrate commercial of the shelf network hardware, software. Evaluated automated data processing programs and equipment. Implement operational support standards and procedures related to change management, performance management, and security. Worked with HTML, and VBScript programming techniques to help maintain Trouble ticket webpage. techniques Perform diagnostics and analysis on computer and network equipment.</li> <li>• Perform periodic and corrective maintenance on installed equipment and respond to service calls based on priority. Modify and update network equipment, parts and materials.</li> <li>• Ensure proper inventory of network equipment, parts, and materials using database.</li> </ul>		



**Charlie Saelee**

Position	Name	Length of Time with Firm
<b>Sensor Operator</b>	<b>Charlie Saelee</b>	<b>10 Years</b>
<b>Education/Training</b>		
<b>Training</b> ISR Tactical Controller Course –Fort Bragg, NC Airman Leadership School – Nellis AFB, NV MQ-9 Sensor Operator Course – Holloman AFB, NV MQ-1B Sensor Operator Course – Creech AFB, NV Imagery Analysis Course – Goodfellow AFB, TX Basic Military Training – Lackland AFB, TX		
<b>Hands-on Work Experience</b>		
<b>ISR Collection Manager/Mission Manager; 2017 - Present</b> <ul style="list-style-type: none"> <li>Developed and executed MULTI-INT ISR collection plans that support real world operations and accomplished coalition commander's collection requirements by managing, selecting, planning, scheduling and employing ISR assets across the intelligence disciplines.</li> <li>Created and executed daily ISR Scheme of Maneuver in support of convoy over-watch and mission managed assets as J2 CUOPS (Intelligence Current Operations) at the tactical level for 10x units in support of Kabul City security.</li> <li>Exploited real-time Full Motion Video from multiple ISR platforms; provided first phase, analysis; reviewed and summarized ISR missions throughout the entire city of Kabul.</li> <li>Managed an airborne team of 3x Remotely Piloted Aircraft (RPA) and 1x Ground-based sensor to ensure efforts align with mission objectives.</li> <li>Mentored Kabul-based U.S. and Coalition Partners on effective C5ISR Tasking, Collection, Processing, Exploitation, and Dissemination (TCPED) methods that linked strategy-to-tasks to improve ISR asset use in a retrograde era.</li> <li>Conducted complex analysis on airborne intelligence datasets linked to Insurgent Networks with limited imperfect data, used to influence tactical decisions.</li> </ul>		
<b>Testing and Evaluation Sensor Operator; 2016 - 2017</b> <ul style="list-style-type: none"> <li>Provided sensor control operations and analytical expertise to support real-time tactical exploitation of FMV and high-definition motion imagery in both E/O and IR modes</li> <li>Coordinated aircraft positioning to maximize FMV potential while minimizing risks to aircraft</li> <li>Refined collection requirements and requests for information as directed</li> <li>Managed multiple tasks in a dynamic environment and complete assignments with little or no supervision</li> <li>Maintained Falconview local point target databases, target draw files, reference imagery flipbooks, and other mission-essential documentation and references</li> <li>Conducted research and review of recorded data to support real-time operations</li> <li>Operated multiple camera systems simultaneously while maintaining positive identification of target</li> <li>Liaison between customer and crewmembers to increase productivity and effectivity of platform</li> </ul>		
<b>ISR Collection Manager/Full-Motion Video Analyst; 2014 – 2016</b> <ul style="list-style-type: none"> <li>Managed and controlled the ISR collection of up to ten manned and unmanned aircraft simultaneously as an ISR Collection Manager for nearly 2,000 hours and contributed to overall Intelligence, Surveillance, and Reconnaissance mission management by transforming broad guidance into a resolute collection plan which aided in the success of over 55 missions</li> <li>Provided more than 1,500 hours of near real time full-motion video exploitation and geospatial data analysis from satellite and airborne systems in direct support of nearly 200 intelligence operations</li> <li>Produced in excess of 200 imagery derived, fused geospatial products and detailed text reports; assembled nearly 1,000 images using both electro-optical and infrared imagery while adhering to strict deadlines which resulted in the delivery of timely, accurate analyses</li> <li>Selected as a team trainer from among his peers based on the consistent superior quality his products; ensured new hires performed to troop and company standards and created training aids in order to assist in efficient training and ensure the continued success of trainees</li> <li>Entrusted by leadership to be one of the first analysts to test new software during the initial phases of development in order to identify potential improvements and later train additional analysts on the functionality of the new software</li> </ul>		

Position	Name	Length of Time with Firm
<b>Sensor Operator</b>	<b>Charlie Saelee</b>	<b>10 Years</b>
<ul style="list-style-type: none"> <li>Deployed for up to 120 days to high-risk locations based on mission requirements; facilitated communication between the Tactical Operations Center and airborne platforms which enable the implementation of effective intelligence collection strategies</li> </ul>		
<b>Full-Motion Video Analyst, 9<sup>th</sup> Intelligence Squadron; 2012 – 2014</b>		
<ul style="list-style-type: none"> <li>Directed communication between analysts, aircrew and supported units during MQ-1/9 and MC-12 combat missions</li> <li>Managed a team of 15 analysts during the exploitation of 120 near-real-time missions</li> <li>Analyzed over 2,000 video hours in support of US, NATO, and Special Operations Forces</li> <li>Performed full-motion video analysis, imagery product creation, and intelligence dissemination in support of the Global War on Terrorism</li> <li>Used tactical and National imagery platforms to answer time critical requests for information</li> </ul>		
<b>Geospatial Intelligence Analyst, 13<sup>th</sup> Intelligence Squadron; 2012 – 2014</b>		
<ul style="list-style-type: none"> <li>Supported over 50 major operations and US Central Command contingency planning efforts</li> <li>Exploited 1,800 images collected by Global Hawk, U-2s, and national assets for deployed forces world-wide</li> <li>Extensive experience analyzing full-motion video, electro-optical, infrared, radar, hyperspectral and composite imagery</li> <li>Comprehensive knowledge of counter-narcotics, humanitarian, counterinsurgency and major combat operations</li> </ul>		
<b>MQ-9 Sensor Operator, 17<sup>th</sup> and 42<sup>nd</sup> Reconnaissance Squadron; 2010 – 2012</b>		
<ul style="list-style-type: none"> <li>Maintained dual qualifications as an MQ-1B and MQ-9 Sensor Operator</li> <li>Expert knowledge in crew resource management, aircrew disciplines, technical manipulation, and weapon employment tactics</li> <li>Engaged fixed, moving, and time-critical targets using simultaneous multi-ship precision-attack weapons and tactics to support non-traditional ISR operations; real world experience with terminally guiding two precise AGM-114 hellfire strikes and one GBU-12 on multiple enemy combatants</li> <li>Logged 2,000 flight hours during 300 combat support mission in support of Operation Iraqi Freedom and Operation Enduring Freedom by coordinating search plans, building situational awareness, and meeting ground commanders' intent with zero friendly casualties</li> <li>Provided armed overwatch and provided raid intelligence and coordinated threat warnings to ground forces via airborne radio for more than 35 troops in contact events and nearly 50 ground missions</li> <li>Supported non-traditional ISR, close air support, and combat search and rescue operations and enhanced force protection by collecting and disseminating infrared, low-light and electro-optical video</li> </ul>		
<b>MQ-1B Instructor Sensor Operator, 15<sup>th</sup> and 18<sup>th</sup> Recon. Squadron; 2008 – 2010</b>		
<ul style="list-style-type: none"> <li>Flew in excess of 400 combat sorties at Balad AFB in support of Operation Iraqi Freedom; performed launch, handover, and recovery procedures and provided local base defense</li> <li>Trained and evaluated unqualified aircrew in MQ-1B operations via classroom academics and flight instruction which lead to a 100% success rate</li> <li>Trained more than 20 students to theater-level standards requirements; including ISR, troops in contact, combat search and rescue, and close air support principles</li> <li>Selected as the flight senior Instructor Sensor Operator who managed 21 sensor operators and advised the Operations Supervisor in daily execution of 14 combat missions</li> <li>Maintained qualification as an MQ-1B Instructor Sensor Operator</li> </ul>		
<b>Certifications/Awards/Recognitions</b>		
<ul style="list-style-type: none"> <li>14 Aerial Achievement Medals</li> <li>Joint Service Commendation Medal</li> <li>AF Commendation Medal</li> <li>Two AF Achievement Medals</li> <li>Combat Readiness Medal</li> <li>Iraq Campaign Medal</li> <li>War on Terrorism Service Medal</li> <li>Two AF Good Conduct Medals</li> <li>Airman "Below the Zone"</li> </ul>		
<b>Skills/Areas of Expertise</b>		

Position	Name	Length of Time with Firm
<b>Sensor Operator</b>	<b>Charlie Saelee</b>	<b>10 Years</b>
<div> <ul style="list-style-type: none"> <li>• AIMES</li> <li>• Imagery Exploitation Support System (IESS)</li> <li>• SOCET GXP</li> <li>• mIRC</li> <li>• FalconView</li> <li>• MAAS</li> <li>• Microsoft Office Suite</li> <li>• GoogleEarth</li> <li>• iKena</li> <li>• ZEUS</li> <li>• ArcGIS</li> </ul> <ul style="list-style-type: none"> <li>• VideoBank</li> <li>• Skynet</li> <li>• ITK</li> <li>• Q2</li> <li>• NGDS</li> <li>• Palantir</li> <li>• WAVE</li> <li>• RemoteView</li> <li>• Time-Lapsed Viewer</li> <li>• OMAR</li> <li>• PRISM</li> <li>• Unicorn</li> </ul> </div>		

**Stewart D. Meek**

Position	Name	Length of Time with Firm
<b>Field Technical Representative (FTR) 1</b>	<b>Stewart D. Meek</b>	<b>1 Year</b>
<b>Education/Training</b>		
Aviation Maintenance Technology, Delaware Technical & Community College; Georgetown, DE Aviation Maintenance Degree Program, Somerset Community College; Somerset, KY		
<b>Hands-on Work Experience</b>		
<b>Field Technical Representative Mechanic, Dynamic Aviation; 2019 – Present</b> <ul style="list-style-type: none"> <li>• Performs all scheduled and unscheduled maintenance on assigned aircraft.</li> <li>• Maintains on-site parts inventory and follows inventory control and aircraft records' procedures. Communicates aircraft status and site conditions with Maintenance Control on all operational days.</li> <li>• Coordinates work schedules / assignments in conjunction with Maintenance Control and customer flight schedule. Provides all operational reporting requirements as assigned.</li> </ul>		
<b>Maintenance Base Manager, Piedmont Airlines; 2018 – 2019</b> <ul style="list-style-type: none"> <li>• Overall maintenance operation at the respective bases.</li> <li>• Directing Maintenance Supervisors in workload scheduling, facilities use, and work performance standards.</li> <li>• Coordinating with Maintenance Supervisors to ensure aircraft maintenance is accomplished safely and on time.</li> <li>• Ensuring conformance to policies and procedures when necessary.</li> <li>• Coordinating with Maintenance management to accomplish shop work in a safe and timely manner</li> <li>• Ensuring facilities, support equipment and publications are properly maintained and are accessible to personnel when performing their duties.</li> <li>• Establishing and maintaining a work schedule to ensure efficient utilization of assigned personnel.</li> <li>• Direct and maintain the Identification Stamp program at his base under the direction of the Director of Maintenance.</li> <li>• Control and management of the Disposition of Removed Aircraft Parts program at his base.</li> <li>• Actively promote and support the corporate safety policy.</li> <li>• Perform company mandated SMS functions.</li> </ul>		
<b>Maintenance Supervisor, Piedmont Airlines; 2017 – 2018</b> <ul style="list-style-type: none"> <li>• Efficient and economical performance of all assigned personnel and tasks.</li> <li>• Ensuring all maintenance is performed in accordance with the appropriate manuals and established policies and procedures</li> <li>• Applying proper execution of the MEL/CDL program.</li> <li>• Directing maintenance activities to ensure safety, discipline, efficient utilization of assigned personnel and quantity of production, and cleanliness of facilities during work shifts.</li> <li>• Maintaining a log of carried over work and performing proper inter-shift turnover.</li> <li>• Supervising assigned maintenance personnel to ensure safe, on-time completion of all work assigned and providing airworthy, on-time aircraft for scheduled operations.</li> <li>• Ensuring personnel are qualified to perform the maintenance functions assigned.</li> <li>• Ensuring all safety regulations are complied with.</li> <li>• Performing on-the-job training as needed.</li> <li>• Approval of Engineering Orders (EO) with limitation as stated in 13.4.6, "EO/FCD Approval Procedure"</li> </ul>		
<b>A&amp;P Mechanic, Piedmont Airlines; 2017 – 2017</b> <ul style="list-style-type: none"> <li>• Performing Maintenance work on aircraft, in and about company shops maintenance bases and Line stations, Including, but not limited to periodic aircraft service checks, dismantling, overhauling, repairing, assembling and erecting all parts or aircraft components.</li> <li>• Performing all assigned duties in accordance with the company maintenance manuals, policies and procedures in accordance with FAA rules and regulations.</li> <li>• Applying proper execution of MEL/CDL program</li> <li>• Signing for my own work in aircraft flight log and maintenance documents.</li> </ul>		
<b>Mechanical Systems Mechanic, Aloft Aero Architects / Pat's Aircraft, LLC; 2015 – 2016</b> <ul style="list-style-type: none"> <li>• Responsible for the completion of daily aircraft related tasks including heavy repair, maintenance, servicing and movement, while ensuring the safety, training and production of team members with minimal supervision.</li> </ul>		



Position	Name	Length of Time with Firm
<b>Field Technical Representative (FTR) 1</b>	<b>Stewart D. Meek</b>	<b>1 Year</b>
<ul style="list-style-type: none"> <li>Accomplish and oversee complex aircraft tasks including troubleshooting, removal, installation and rigging and testing of flight controls, landing gears, etc.</li> <li>Train employees in work methods and procedures, strictly in accordance with engineering drawings, manufacturer's specifications, PATS Process Standards and Airplane Maintenance Manuals.</li> <li>Read interpret and follow Service Bulletins, Airworthiness Directives and drawings for modifications.</li> <li>Fill in for the Lead Mechanic as needed.</li> </ul>		
<b>Assistant Site Manager – DAFB, Starlight Corporation Contracting; 2011-2015</b>		
<ul style="list-style-type: none"> <li>Perform cleaning services for C-5, C-17 &amp; KC-135 aircraft</li> <li>Responsible for creating and managing work schedules for 20 employees</li> <li>Overseeing corrosion control process</li> <li>Towing heavy aircraft</li> <li>Oversee aircraft and personnel safety</li> <li>Ensure compliance OSHA and EPA requirements</li> <li>Coordinate with military supervision to ensure contract standards are met</li> <li>Comply with all required paperwork and GO81 input</li> <li>Responsible for all lock-out/tag-out procedures</li> <li>Travel to other AFB sites as required, performing site manager duties and overseeing corrosion control process</li> <li>Collaborate with corporate officers to establish new contract at Westover AFB</li> </ul>		
<b>C-5 Aircraft Flight Engineer, United States Air Force; 2002 – 2005</b>		
<ul style="list-style-type: none"> <li>Systems expert for the free world's largest transport aircraft</li> <li>Performed aircraft inspections and determined airworthiness</li> <li>Maintained all aircraft forms and records</li> <li>Instituted emergency procedures to ensure safety of flight and crew during training and annual flight simulator exercises.</li> <li>Operates and monitors engine and aircraft systems including hydraulic, fuel, electrical, air conditioning, communication, navigation and others</li> <li>Compute and apply aircraft weight, balance and performance data</li> </ul>		
<b>Maintenance Supply Production Shift Chief, United States Air Force; 2000 - 2002</b>		
<ul style="list-style-type: none"> <li>Responsible for training, supervising and mentoring four airmen</li> <li>Maintenance/supply liaison responsible for expediting and controlling over \$50,000 in aircraft assets a day</li> <li>Effectively stocked and maintained over 10,000 inventory items totaling over \$1 million dollars</li> <li>Identified and processed over 75 quality deficiency reports a year saving the Air Force an estimated \$100,000 a year</li> </ul>		
<b>Flying Crew Chief, United States Air Force; 1996 - 2000</b>		
<ul style="list-style-type: none"> <li>Responsible for maintaining a C-5 airframe while performing a mission away from self-sufficient bases of operations</li> <li>Communicated effectively with aircraft commander and flight engineer to rectify problems and perform routine servicing actions</li> <li>Troubleshoot and repaired maintenance discrepancies to return aircraft to flying status</li> <li>Communicate requirements to foreign agencies in order to complete mission</li> <li>Entered all servicing actions and maintenance discrepancies into aircraft forms ensuring proper record of aircraft flight</li> <li>Performed many tasks outside of primary specialty ensuring return of aircraft to mission capable status</li> <li>Trained on all aircraft systems and their impact on flight</li> </ul>		
<b>Aircraft Pneudraulics Systems Journeyman, United States Air Force; 1991 – 1996</b>		
<ul style="list-style-type: none"> <li>Assumed team leader position of several extended maintenance periods, all resulting in return of aircraft to mission capable status</li> <li>Troubleshoot, replaced and/or repaired hydraulics system components using all basic hand tools, some specialized tools, technical orders, job guides and checklists</li> <li>Train newly assigned personnel on tasks pertaining to hydraulic specialty</li> <li>Performed leak and pressure checks on hydraulic components using test equipment</li> <li>Adjusted components to ensure compliance with blueprint specifications</li> </ul>		



Position	Name	Length of Time with Firm
Field Technical Representative (FTR) 1	Stewart D. Meek	1 Year
Certifications/Awards/Recognitions		
<ul style="list-style-type: none"><li>• FAA Airframe &amp; Power Plant Certified</li><li>• Licensed Helicopter Pilot (Private &amp; Instrument)</li><li>• Advanced Systems Training C5</li><li>• Active Secret Security Clearance</li></ul>		
Skills/Areas of Expertise		
<ul style="list-style-type: none"><li>• Windows and Microsoft Office Programs</li></ul>		

**Nathan Hawkins**

Position	Name	Length of Time with Firm
<b>Field Technical Representative Mechanic (FTR) 2</b>	<b>Nathan Hawkins</b>	<b>4 Years</b>
<b>Education/Training</b>		
A&P License, Liberty University, Lynchburg, VA		
<b>Hands-on Work Experience</b>		
<b>Field Technical Representative Mechanic and A&amp;P Mechanic, Dynamic Aviation; 2016 – Present</b> <ul style="list-style-type: none"> <li>• experience A&amp;P Mechanic who has been with Dynamic Aviation for 4 years</li> <li>• Performs all scheduled and unscheduled maintenance on assigned aircraft.</li> <li>• Maintains on-site parts inventory and follows inventory control and aircraft records' procedures. Communicates aircraft status and site conditions with Maintenance Control on all operational days.</li> <li>• Coordinates work schedules / assignments in conjunction with Maintenance Control and customer flight schedule. Provides all operational reporting requirements as assigned.</li> </ul> <b>Metal/Electro Polisher, Industrial Plating Corporation; 2014</b> <ul style="list-style-type: none"> <li>• Worked with Zinc Chromate plating line for steel parts and also did Electro polishing of stainless-steel parts.</li> </ul> <b>Student Worker, Liberty University – Engineering Department; 2014</b> <ul style="list-style-type: none"> <li>• Responsibilities included installing software programs on school computers and overseeing and supervising student use of the engineering computer lab.</li> </ul> <b>Warehouse Worker, Justice Tire; 2010 – 2013</b> <ul style="list-style-type: none"> <li>• Responsibilities included organizing a large inventory for ease of order fulfillment and loaded/unloaded tractor trailer trucks full of tires and then moved them into storage. Filled customer orders by loading box trucks that delivered orders throughout Virginia.</li> </ul>		

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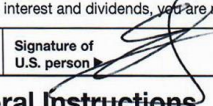
## 7. Appendix D & E - Offer/Cost Proposal

AEVEX's offer/cost proposal, including Appendix D – Pricing Page and Appendix E – Certification of Proposal, is provided as a separate file titled **“AEVEX\_Response to RFP SK2434b\_Cost Proposal\_20200510.pdf.”**

Additionally, the supporting cost information is provided in the attachment titled **“AEVEX\_Response to RFP SK2434b\_Cost Breakdown\_20200510.xlsx.”**



## 8. W-9

<p><b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p> <p>► Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p><b>Give Form to the requester. Do not send to the IRS.</b></p>
<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>Special Operations Solutions, LLC dba AEVEX Engineering &amp; Technology</b></p>		
<p><b>2</b> Business name/disregarded entity name, if different from above</p>		
<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b> </p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ►</p>		
<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>		
<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>440 Stevens Ave, STE 150</b></p>		<p>Requester's name and address (optional)</p>
<p><b>6</b> City, state, and ZIP code</p> <p><b>Solana Beach, CA 92075</b></p>		
<p><b>7</b> List account number(s) here (optional)</p>		
<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <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 disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small></p>		
<p><b>Social security number</b></p> <p>____ - ____ - ____</p> <p>or</p> <p><b>Employer identification number</b></p> <p>3 7 - 1 5 6 2 1 7 8</p>		
<p><b>Part II Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <p>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</p> <p>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</p> <p>3. I am a U.S. citizen or other U.S. person (defined below); and</p> <p>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p> <p><b>Certification instructions.</b> 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 for Part II, later.</p>		
<p><b>Sign Here</b>     Signature of U.S. person ► </p>		<p>Date ► <b>MAY 7, 2020</b></p>
<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b></p> <p>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.</p> <ul style="list-style-type: none"> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>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, later.</i></p>		

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

## 9. Appendix F - Party Participant and Agent Disclosure Forms

Orange County Fire Authority

RFP No. SK2434b

### 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 on page 12 of this solicitation.

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

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

Orange County Fire Authority

RFP No. SK2434b

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 venture(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.*



Orange County Fire Authority

RFP No. SK2434b

**ORANGE COUNTY FIRE AUTHORITY  
PARTY DISCLOSURE FORM**Party's Name: Special Operations Solutions, LLC d/b/a AEVEX Engineering & TechnologyParty's Address: 329 Lucy Drive, Harrisonburg, VA 22801Party's Telephone: 858-704-4125Solicitation Title and Number: Remote Sensing Aircraft: Fire Integrated Real-time Intelligence System, SK2434b

Based on the party disclosure information provided, are you or your business 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: May 8, 2020

Kathy Clark

Digitally signed by Kathy Clark  
Date: 2020.05.08 08:02:33 -0700

Signature of Party and/or Agent

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority

RFP No. SK2434b

**ORANGE COUNTY FIRE AUTHORITY**  
**PARTY DISCLOSURE FORM**

Party's Name: Dynamic Aviation Group, Inc.

Party's Address: 1402 Airport Road, PO Box 7  
Bridgewater, VA 22812

Party's Telephone: 540-828-6070

Solicitation Title and Number: Remote Sensing Aircraft: Fire Integrated Real-time Intelligence  
System Program; RFP Number SK2434b

Based on the party disclosure information provided, are you or your business 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: 05/01/2020

  
Signature of Party and/or Agent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RFP No: SK2434b | Date Submitted: May 10, 2020

# ORANGE COUNTY FIRE AUTHORITY (OCFA) REMOTE SENSING AIRCRAFT: FIRE INTEGRATED REAL-TIME INTELLIGENCE SYSTEM (FIRIS) PROGRAM

## RESPONSE TO REQUEST FOR PROPOSAL (RFP)

### COST PROPOSAL

Submitted To:

**Orange County Fire Authority (OCFA)**

1 Fire Authority Road, Building C  
Irvine, CA 92602

**ATTN: Sara Kennedy**, Assistant Purchasing Agent

Telephone: (714) 573-6643

Email: [sarakennedy@ocfa.org](mailto:sarakennedy@ocfa.org)

Submitted By:

**Special Operations Solutions, LLC**

Doing Business As: **AEVEX Engineering & Technology**

329 Lucy Drive, Harrisonburg, VA 22801

CAGE Code: 51BG6 | DUNS Number: 809642239

[www.AEVEX.com](http://www.AEVEX.com)



**AEVEX**  
A E R O S P A C E

AEVEX Point of Contact:

**Kathy Clark**, Sr. Contract Administrator

Telephone: (858) 204-0700

Email: [kclark@AEVEX.com](mailto:kclark@AEVEX.com)

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Attachment 1 .....	2
APPENDIX E - CERTIFICATION OF PROPOSAL .....	3

## APPENDIX D - PRICING PAGE (UPDATED)

**PROPOSAL COSTS** – Team AEVEX is pleased to provide the proposed Costs.

Costs for 24 Hour Project Services as Described		
DESCRIPTION OF SERVICES	Unit Cost	Estimated Cost (180 days)
Standby Hours	\$448.91	\$1,939,273.74
Flight-time Cost per Hour	\$1,495.00	\$926,900.00
Other (Please Describe)		
<b>Total Cost for 24-Hour Services as Described:</b>	\$2,866,173.74	

Costs for 12 Hour Project Services as Described (Optional)			
DESCRIPTION OF SERVICES	12H Day Unit Cost	12H Night Unit Cost	Estimated Cost (180 days)
Standby Hours	\$681.11	\$688.11	\$1,471,187.81
Extended Standby Cost per hour (up to two daily)	\$193.71	\$193.71	
Flight-time Cost per Hour	\$1,590.00	\$1,590.00	\$492,900.00
Other (Please Describe)			
<b>Total Cost for 12-Hour Services as Described:</b>	\$1,964,087.81		

**Provide details of what is included in the total cost listed above. Travel and incidentals should be included in the total cost.**

AEVEX costs include Integration Support (non-recurring labor), Operations Support (recurring labor), Hardware, Material, Warranties, Software, Maintenance, Travel – Lodging (Orange County/State Rate), Airfare, Per Diem, and Rental Car. Assumed 620 flight hours per year for the 24-hour aircraft and 310 flight hours for the 12-hour aircraft. Please refer to **AEVEX\_Response to RFP SK2434b\_ Cost Breakdown\_20200510** for AEVEX's proposal cost sheet and rates.

**Provide what factors will be considered for pricing in subsequent contract years. (i.e. Consumer Price Index).**

U.S. Bureau of Labor Statistics, National Compensation Survey – Employment Cost Index (Dec 2019) – Professional, Scientific, and Technical Services (2.2%)

**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.

1. Any additional information you would like OCFA to consider.

Team AEVEX is pleased to propose a cost-savings if both aircraft are awarded to Team AEVEX. Please refer to Attachment 1 of this document for further details.



## Attachment 1

2020		
Discounted Costs for Two Aircraft (One 24 Hour and One 12 Hour)		
DESCRIPTION OF SERVICES	Unit Cost	Estimated Cost (180 days)
Standby Hours	\$ 1,073.51	\$ 3,239,938.47
Extended Standby Cost per hour (up to two daily)	\$ 184.02	
Flight-time Cost per Hour	\$ 1,450.33	\$ 1,348,810.00
Other (Please Describe)		
Total Costs for Two Aircraft (One 24 Hour and One 12 Hour)		\$4,588,748.47

## APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP SK2434b – Remote Sensing Aircraft: Fire Integrated Real-time Intelligence System Program**, the undersigned offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and the resulting Maintenance Services Agreement. **If there are any exceptions to the terms and conditions or contract, they must be stated in an attachment included with the offer.** 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.

- 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.

Special Operations Solutions, LLC d/b/a AEVEX Engineering & Technology  
 Name of Firm  
329 Lucy Drive  
 Address  
Harrisonburg VA 22801  
 City State Zip  
Wayne Miller Digitally signed by Wayne Miller Date: 2020.05.07 16:05:27 -0400  
 Signature of Person Authorized to Sign 7 May 2020  
 Date  
Wayne Miller Vice President, Contracts  
 Printed Name Title



## REQUEST FOR BEST AND FINAL OFFER

### RFP SK2434b – Remote Sensing Aircraft: Fire Integrated Real-Time Intelligence System Program

DATE BEST AND FINAL OFFER REQUESTED: **MAY 21, 2020**

DUE DATE FOR BEST AND FINAL OFFER: **MAY 26, 2020 AT 5:00 P.M.**

Special Operations Solutions, LLC. (AEVEX) submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA).

As part of the evaluation/negotiation process, the OCFA is exercising the right to request a best and final offer from the top-ranking firm for further evaluation and consideration. The purpose of the Best and Final Offer is to allow both OCFA and the respondent to make any modifications to the terms of the contract before making the final decision in the award.

OCFA would like additional consideration on the following items:

- ***During your team's interview, it was mentioned that Aviation Liability Insurance is required for this project and that Dynamic Aviation, Inc. would be acting as a subcontractor. Please provide OCFA with current Certificates of Insurance for both AEVEX and Dynamic Aviation in accordance with the RFP requirements and inclusive of Aviation Liability Insurance for review.***
- ***OCFA may be interested in tasking AEVEX to provide additional services after the initial project has been completed. Please provide OCFA with rates for as-needed services that AEVEX offers for additional consideration.***
- ***Additionally, OCFA may be interested in tasking AEVEX to estimate structure fire loss in a given area (example: within a fire perimeter). Please let us know if this is possible using the proposed contract hardware and provide additional information regarding this need.***

OCFA intends to use the standard Professional Services Agreement (PSA) that was provided in the RFP once the contract is awarded. No exceptions were identified in your submitted proposal

Please complete the attached best and final pricing page and provide a response to the questions. Best and Final Offers must be received by the Orange County Fire Authority - Purchasing Section no later than the deadline specified above. Please submit your response to this request via e-mail to: [rothchildong@ocfa.org](mailto:rothchildong@ocfa.org).

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

Sincerely,

A handwritten signature in black ink, appearing to read "Rothchild Ong".

Rothchild Ong  
Assistant Purchasing Agent

## BEST AND FINAL PRICING PAGE

Please complete the requested information below and submit via e-mail to: [rothchildong@ocfa.org](mailto:rothchildong@ocfa.org).

Costs for Project Services as Described			
DESCRIPTION OF SERVICES	Unit Cost	Original Offer (180 Days)	BAFO
24H Standby Hours	\$448.91	\$1,939,273.74	\$1,939,273.74
24H Flight-time Cost per Hour	\$1,495.00	\$926,900.00	\$926,900.00
<b>Total Cost for 24H Services as Described:</b>		<b>\$2,866,173.74</b>	<b>\$2,866,173.74</b>

12H Standby Hours	\$681.11	\$1,471,187.81	\$1,471,187.81
12H Extended Standby Cost per hour	\$193.71		\$193.71
Flight-time Cost Per Hour	\$1,590.00	\$492,900.00	\$492,900.00
<b>Total Cost for 12H Services as Described:</b>		<b>\$1,964,087.81</b>	<b>\$1,964,087.81</b>

Two Aircraft (24H aircraft/12H aircraft) Standby Hours	\$1,073.51	\$3,239,938.47	\$3,239,938.47
Two Aircraft (24H aircraft/12H aircraft) 12H Extended Standby Cost per hour	\$184.02		\$184.02
Two Aircraft (24H aircraft/12H aircraft) Flight-time Cost Per Hour	\$1,450.33	\$1,348,810.00	\$1,348,810.00
<b>Total Cost for 24H/12H Services as Described:</b>		<b>\$4,588,748.47</b>	<b>\$4,588,748.47</b>

- Please provide a rate schedule for "As-Needed Services" to be part of the Best and Final offer as proposed.

AEVEX will provide a detailed rate schedule by Labor Category in a separate submittal by the requested  
deadline of 5:00 p.m. on Tuesday, May 26, 2020.

- Please provide information regarding the service to estimate structure fire loss in a given area. Please let us know if this is possible using the proposed contract hardware and provide additional information regarding this need.

AEVEX will provide a written technical estimate for these services in a separate submittal by the  
requested deadline of 5:00 p.m. on Tuesday, May 26, 2020.



**TO THE ORANGE COUNTY FIRE AUTHORITY:**

The Undersigned hereby amends the original proposal as indicated in this Best and Final Offer and shall provide online payment processing services with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein. The representations herein are made under penalty of perjury.

Special Operations Solutions, LLC d/b/a AEVEX Engineering & Technology (AEVEX)

Name of Company

440 Stevens Avenue, Suite 150, Solana Beach, CA 92075

Address

Kathy Clark

Digitally signed by Kathy Clark  
Date: 2020.05.22 15:48:03 -07'00'

Signature of Person Authorized to Sign

22 May 2020

Date

Kathy Clark

Printed Name

Senior Contracts Administrator

Title



**26 May 2020**

**Orange County Fire Authority**

**RFP: SK2434b - Best and Final Offer (BAFO)**

**Remote Sensing Aircraft: Fire Integrated Real-Time Intelligence System Program**

**Reference:** OCFA may be interested in tasking AEVEX to estimate structure fire loss in a given area (example within a fire perimeter). Please let us know if this is possible using the proposed contract hardware and provide additional information regarding this need.

**AEVEX Response:**

**Phase One** of estimating fire structure loss is the ability to visualize parcel data on the map and full motion video feed. AEVEX's GeoFOCIS software is capable of visualizing vector data on its moving map display, including street names and fire perimeters. AEVEX engineers will accomplish the addition of parcel data in our visualization suite by contract award. The user can view parcel information within the GeoFOCIS map and overlaid on the full motion video.

**Phase Two** of estimating fire structure loss uses computer vision algorithms to identify structures on a parcel. AEVEX proposes using satellite imagery and object detection algorithms to locate various structures such as buildings, houses, sheds, etc., within each parcel of land. This phase requires software development and access to satellite imagery and is completed in approximately two (2) months.

**Phase Three** is automation. AEVEX combines the results of Phases One and Two with imagery from the TK-9 and FLIR-380HDc. We develop another set of computer vision algorithms which combine the fire perimeter map with parcel and structure data to give an automated estimation of the structure loss within each parcel. We combine the losses for each parcel for a specific fire perimeter to determine an aggregate fire structure loss. This requires additional software development and is achieved approximately two (2) months after Phase Two is completed.

AEVEX can begin software development as described above upon contract award. AEVEX will provide a demonstration to OCFA once development is complete. Once accepted, AEVEX will provide the solution as a module add-on to GeoFOCIS. If OCFA is interested in using the module, AEVEX will provide an official cost estimate. This approach reduces the risk to OCFA and allows AEVEX to provide accurate pricing at the time of the estimate.

---

329 Lucy Drive  
Harrisonburg, VA 22801

**AEVEX.COM**

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ENGINEERING & TECHNOLOGY

26 May 2020

**Orange County Fire Authority**

**RFP: SK2434b** - Best and Final Offer (BAFO)

**Remote Sensing Aircraft:** Fire Integrated Real-Time Intelligence System Program

**Reference:** OCFA may be interested in tasking AEVEX to provide additional services after the initial project has been completed. Please provide OCFA with rates for as-needed services that AEVEX offers for additional consideration.

**AEVEX Response:**

Line #	Labor Category	Hourly T&M Labor Rate
1	Electronics Technician I	\$56.76
2	Electronics Technician III	\$74.14
3	Mechanical Engineer III	\$113.79
4	Senior Hardware Engineer	\$143.43
5	Applications Engineer	\$81.72
6	Instrumentation Engineer	\$66.40
7	Systems Engineer II	\$74.12
8	Mechanical Engineer II	\$84.68
9	Network Engineer IV	\$118.46
10	Software Developer, Junior	\$78.41
11	Chief Scientist	\$186.99
12	Technician/ASO	\$107.39
13	ASO	\$86.06
14	Pilot	\$86.49
15	Rescue Specialist	\$87.35
16	Sensor Mx FSR	\$59.30
17	IA Maintenance	\$65.42
18	A&P Mechanic	\$56.79
19	AVT Mechanic	\$56.79
20	AGE Mechanic	\$49.40
21	Logistics Support	\$49.40
22	Tool Room	\$43.24
23	Junior Analyst	\$64.93
24	Senior Analyst	\$68.18

**Note:** Hourly Labor Rate includes labor only. Travel, if required, is not included in the labor rates.

329 Lucy Drive  
Harrisonburg, VA 22801

**AEVEX.COM**

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Special Solutions Operations LLC dba AEVEX Engineering & Technology Proprietary Information





# **ATTACHMENT 3**



**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22<sup>nd</sup> day of July, 2021 by and between the Orange County Fire Authority, a joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov't Code §§ 6500 *et seq.*) ("OCFA"), and [CONTRACTOR NAME], an individual ("Contractor"). OCFA and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified Contractor to provide Air Tactical Group Supervisor services in support of incident goals and objectives, hereinafter referred to as "Project"; and

WHEREAS, Contractor is fully qualified and certified to provide the necessary services for the Project and desires to provide such services; and

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

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby retain Contractor and Contractor 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, Contractor shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Contractor 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. Contractor represents and warrants that he/she possesses 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**

Contractor 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, Contractor warrants that he/she (a) has thoroughly investigated and considered the Work to be performed, (b) has carefully considered how the Work should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement.

### **1.5 Care of Work**

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

### **1.6 Additional Services**

Contractor 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 Contractor shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount 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 Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the schedules set forth in the Scope of Services. Contractor 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 Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.



### **3. COMPENSATION OF CONTRACTOR**

#### **3.1 Compensation of Contractor**

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in the Scope of Services (Exhibit "A") in an amount not to exceed Ninety Thousand Dollars (\$90,000).

#### **3.2 Method of Payment**

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

#### **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 Contractor'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 (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 Contractor, 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 Contractor 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 one year (initial term) 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 written agreement between OCFA and the Contractor.

### **5. COORDINATION OF WORK**

#### **5.1 [Reserved]**

#### **5.2 Contract Officer**

The Primary Contract Officer shall be Vincent Carpino, Division Chief – Special Operations, and the Secondary Contract Officer shall be Brian Fennessy, Fire Chief, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

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

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of the Contractor were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor shall not

contract with any other individual or entity to perform in whole or in part the Services required hereunder.

#### **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, an OCFA employee. During the performance of this Agreement, Contractor shall act in an independent capacity and shall not act as an OCFA officer or employee. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor, except as set forth in this Agreement. Contractor, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

**5.4.2** Contractor 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 Contractor in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing any Work or Services hereunder.

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

##### **5.6.1 [Reserved]**

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor 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 any 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.** Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance

required under this section. Contractor shall not commence any 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 Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to meet all requirements herein.

**6.2 Types of Insurance Required.** Without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**6.2.1 Professional Liability/Technology Errors and Omissions Insurance ("PLI").** Contractor shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Contractor. Contractor 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, ATGS 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 ATGS 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** Contractor 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 Contractor for Services performed while required PLI insurance is not in effect.

**6.2.2 Automobile Liability Insurance.** Contractor shall maintain, in full force and effect throughout the term of this Agreement, a policy of personal Automobile liability insurance in compliance with all statutory requirements applicable in the State of California.

**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 Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

**6.4.1 [Reserved]**

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

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

**6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.** By executing this Agreement, Contractor 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. Contractor also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion.

**6.6 [Reserved]**

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Contractor by this Section 6. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has

been provided through another insurance company or companies meeting all requirements of this 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 Contractor may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 [Reserved]**

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

**6.11.1** Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

**6.11.2** All insurance coverage and limits required under this 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 Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Contractor agrees to reimburse

OCFA for any losses resulting from its failure to timely comply with the requirements of this Agreement.

#### **6.11.5 [Reserved]**

**6.11.6** Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

### **7. RECORDS AND REPORTS**

#### **7.1 Reports**

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

#### **7.2 Records**

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

#### **7.4 Release of Documents**

All drawings, specifications, reports, records, documents and other materials prepared by Contractor 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 Contractor shall be the sole owner of Contractor'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 Contractor'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 Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

### **8.2 Waiver**

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

### **8.3 Rights and Remedies are Cumulative**

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

### **8.4 Legal Action**

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

#### **8.5 Termination Prior to Expiration of Term**

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

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

#### **8.6 Termination for Default of Contractor**

[Reserved]

#### **8.7 Attorneys' Fees**

[Reserved]

### **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

#### **9.1 Non-Liability of OCFA Officers and Employees**

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

#### **9.2 Covenant Against Discrimination**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

Information obtained by Contractor in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Contractor 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: Sara Kennedy  
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 Contractor:

[CONTRACTOR NAME]  
[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:\_\_\_\_\_  
Sara Kennedy, CPPB  
Purchasing Manager

**APPROVED AS TO FORM.**

**ATTEST:**

By:\_\_\_\_\_  
David E. Kendig  
General Counsel

\_\_\_\_\_  
Maria D. Huizar  
Clerk of the Board

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

**“CONTRACTOR”**

**[CONTRACTOR NAME]**

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

By:\_\_\_\_\_  
[CONTRACTOR NAME]

## EXHIBIT "A"

### Scope of Services

#### **A1. Air Tactical Group Supervisor (ATGS) Position**

##### **A1.1 Position Overview**

**A1.1.1** As described in the "Standards for Aerial Supervision", as published by the National Wildfire Coordinating Group, "The ATGS coordinates incident airspace and manages incident air traffic. The ATGS is an airborne firefighter who coordinates, assigns, and evaluates the use of aerial resources in support of incident objectives. The ATGS is the link between ground personnel and incident aircraft. The ATGS must collaborate with ground personnel to develop and implement tactical and logistical missions on an incident. The ATGS must be proactive in communicating current and expected fire and weather conditions. The ATGS must provide candid feedback regarding the effectiveness of aviation operations and overall progress toward meeting incident objectives. The ATGS must also work with dispatch staff to coordinate the ordering, assignment, and release of incident aircraft in accordance with the needs of fire management and incident command personnel.

**A1.1.2** On Initial Attack (IA) incidents (Type 4 and 5), the ATGS will size up, prioritize, and coordinate the response of aerial and ground resources until a qualified Incident Commander (IC) arrives. On complex incidents (Type 1, 2, or 3), the ATGS will coordinate and prioritize the use of aircraft between several divisions or groups while maintaining communications with operations personnel and aircraft bases (fixed- or rotor-wing).

**A1.1.3** In the Incident Command System (ICS), the ATGS works for the IC on initial attack and the Operations Section Chief (OSC), Air Operations Branch Director, or operational designee on extended attack. The ATGS supervises the Leadplane Pilot (LPIL), Aerial Supervision Module (ASM), and the Helicopter Coordinator (HLCO) positions when activated. The ATGS may operate from an airplane or helicopter.

##### **A1.2 Position Requirements**

At a minimum, ATGS must possess previously held fire chief officer status and possess and maintain wildland Incident Qualifications and Certification System (IQCS) qualifications for the position of Division Supervisor and/or Air Tactical Group Supervisor.

#### **A.2 ATGS Responsibilities**

##### **A2.1 Incident Response**

**A2.1.1** The ATGS will respond as part of the aircrew with the aircraft to wildland and all-hazards incidents. The ATGS will perform the duties described above

and contained within the “Standards for Aerial Supervision”, as published by the National Wildfire Coordinating Group, in coordination with the Primary or Secondary Contract Officer and/or third parties providing air operations services, as directed by OCFA. The ATGS must be available at the site of the aircraft.

**A2.1.2** The ATGS will provide wildland fire subject matter expertise for pre-attack, initial attack, and extended attack functions. Pre-attack services include evaluation of staffing, familiarization with maps, identification of potential cooperators, and other readiness activities.

**A2.1.3** As delegated by OCFA, the ATGS will ensure day to day contract compliance on assigned aircraft and is responsible for communicating any discrepancies or recommendations to the Primary and/or Secondary Contract Officer.

## **A2.2 Communications**

**A2.2.1** As required by OCFA, the ATGS may serve as the primary point-of-contract (POC) with the OCFA Emergency Command Center for daily status and dispatching to initial attack response.

**A2.2.2** The ATGS is responsible for developing and delivering pre and post incident briefings and After Action Reviews (AAR) for the air crews. Pre-incident briefings may include weather updates, incident status, pending orders, and other information as may be necessary to ensure all crew members required to deploy are able to.

**A2.2.3** The ATGS is responsible for inter cockpit Crew Resource Management (CRM) with OCFA and third party provider crews, as applicable, for the purpose of fostering cohesive team function during the execution of incident objectives.

## **A2.3 Deliverables**

The ATSG will assist with the development of Incident Awareness and Assessment (IAA) deliverables for fire incidents. Deliverables may include maps, files for the Geographic Information Systems section, and infrared video, which will be provided to the incident. The ATSG will ensure the deliverables meet the specifications of what is required by the incident.

## **A2.4 Training**

As requested by OCFA, provide informal and formal National Wildfire Coordinating Group (NWCG) wildland fire instruction. Informal training will be delivered during the course of the daily shift. Formal, classroom-style training will be scheduled and delivered outside the standard shift schedule.

## **A2.5 Additional Services**

As requested by OCFA, Contractor shall make presentations, attend meetings, and provide briefings on program-specific information. Contractor will also provide on-call availability for remote oversight of agreed-upon aviation platforms at no charge, as requested by OCFA and agreed upon by both parties.

## **A2.5 Schedules**

**A2.5.1 Daily Shift.** The daily shift is twelve (12) hours, and will be coordinated through the Primary or Secondary Contract Officer.

**A2.5.2 FIRIS 2.0.** Contractor services will be utilized in the FIRIS 3.0 program, which operates from two locations. The operation located in Southern California will provide twenty-four (24) hour availability. The operation located in Northern California will provide twenty-four (24) or twelve (12) hour availability. The ATGS must be available on site at the designated base of operations, or other location as directed, for the duration of the daily shift.

**A2.5.3 Staffing Coordination.** The ATGS is responsible for coordinating all contract aircrew availability to ensure staffing is sufficient to meet the respective daily twelve (12) hour or twenty-four (24) hour availability requirements. The ATGS must communicate schedules and proposed changes to schedules to the Primary or Secondary Contract Officer.

## **A3. Compensation**

### **A3.1 Daily Rate**

**A3.1.1 Standard Shift.** The daily rate for the standard twelve (12) hour shift is \$2,000 and includes, but is not limited to, all staffing coordination activities, ATGS duties, informal training provided during the shift, formal training, and full day support for additional services as requested by OCFA. Contractor is responsible for travel to and from the work location, food, and lodging. Hours worked totaling less than the daily rate will be compensated at one twelfth (1/12) the daily rate at one hundred sixty-six dollars (\$166) per hour.

**A3.1.2 Holdover.** In the event that holdover beyond the standard shift is required due to incident activity, services provided in excess of twelve (12) hours on reimbursable incidents will be charged at one hundred sixty-six dollars (\$166) per hour. There will be no charge for services provided in excess of twelve (12) hours on non-reimbursable incidents.

**A3.1.3 Additional Services.** The rate for additional services including, but not limited to, remote oversight of aviation platforms, and attendance at



meetings, presentations, and other similar events will be charged at one hundred sixty-six dollars (\$166) per hour.

**A3.1.4 Travel Policy.** Travel related to the provision of additional services must be approved in advance by OCFA. All approved travel-related expenses will be reimbursed and must be documented on the ATGS Expense Form. The ATGS Form must be submitted to OCFA and be accompanied by itemized receipts for lodging, transportation, and meals. Meals will be reimbursed in the amount of fifteen dollars for breakfast, fifteen dollars for lunch, and thirty-five dollars for dinner with a maximum reimbursement of sixty-five dollars per day. Reimbursement for purchases of alcohol is prohibited.

**A3.1.5 ATGS Expense Form.** A sample of the ATGS form follows below:



## TRAVEL EXPENSE CLAIM REPORT

1 Fire Authority Road Irvine, CA 92602

(714) 573-6012

Please e-mail this form and receipts to Robert Cortez.

Email: [Robertcortez@ocfa.org](mailto:Robertcortez@ocfa.org)

Required fields are in blue. Other data entry cells are in yellow.

Date:

Name:

Purpose:

Mailing Address:

Travel Dates:

All **itemized** receipts are to be provided with travel expense forms.

1. Transportation:	Trans Exp.
Airline: (Attach booking itinerary with cost)	
Airport Parking Fee:	
Taxi, Uber, Lyft: (Attach receipt)	
Rental vehicle: (Attach receipt)	
Transportation Total	-

2. Lodging: <i>Provide detailed receipts</i>	Lodging Exp.
Lodging Total	-

3. Food/Meals: <i>Provide detailed receipts</i>				Meals Exp.
Date	Breakfast (\$15 max)	Lunch (\$15 max)	Dinner (\$35 max)	(Max \$65.00/day)
				-
				-
				-
				-
				-
Meals Total				-

4. Miscellaneous/Registrations/etc <i>Provide detailed receipts</i>	
Misc. Total	-
Total Expenses	-

Explanatory Notes

I certify the above were all actual and necessary expenses to attend and participate in this meeting.

Submitted by: (Travelers name & signature )

Approved by: (Signature)/Date:

# **ATTACHMENT 4**





UNIVERSITY OF CALIFORNIA, SAN DIEGO

UCSD

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

**AMENDMENT NO. 1 to SERVICE AGREEMENT**

This Amendment Number One ("**First Amendment**") to the Service Agreement by and between **The Regents of the University of California on behalf of the University of California, San Diego ("UCSD")** and **Orange County Fire Authority ("Company")** executed on Oct 5th, 2020 and commencing on Sept 3rd, 2020 ("Agreement") is hereby revised by agreement of the parties as follows:

- (1) Exhibit A, Articles 3 and 5, Cost and Terms of Agreement are hereby amended to extend the agreement by two months for a cost increase of \$166,667.
- (2) This Amendment will begin on Sept 3rd, 2021 and end on November 2nd, 2021.
- (3) The remainder of the Agreement is unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands.

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

Orange County Fire Authority

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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



# **ATTACHMENT 5**



**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22<sup>nd</sup> day of July, 2021 by and between the Orange County Fire Authority, a joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov't Code §§ 6500 *et seq.*) ("OCFA"), and Rocky W. Opliger, an individual ("Contractor"). OCFA and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA has contracted with the California Office of Emergency Services ("Cal OES") to administer the Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program, hereinafter referred to as "Program"; and

WHEREAS, OCFA requires a qualified Contractor to deliver project management and support services; and

WHEREAS, based on Contractor's qualifications and experience, Contractor is capable of providing the required personnel and desires to provide such services; and

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

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby retain Contractor and Contractor 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, Contractor shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Contractor 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. Contractor represents and warrants that he/she possesses 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**

Contractor 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, Contractor warrants that he/she (a) has thoroughly investigated and considered the Work to be performed, (b) has carefully considered how the Work should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement.

### **1.5 Care of Work**

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

### **1.6 Additional Services**

Contractor 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 Contractor shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount 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 Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the schedules set forth in the Scope of Services. Contractor 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 Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

### **3. COMPENSATION OF CONTRACTOR**

#### **3.1 Compensation of Contractor**

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in the Scope of Services (Exhibit "A") in an amount not to exceed Sixty Thousand Dollars (\$60,000).

#### **3.2 Method of Payment**

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

#### **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 Contractor'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 (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 Contractor, 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 Contractor 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 one year (initial term) 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 written agreement between OCFA and the Contractor.

#### **5. COORDINATION OF WORK**

##### **5.1 [Reserved]**

##### **5.2 Contract Officer**

The Primary Contract Officer shall be Vincent Carpino, Division Chief – Special Operations, and the Secondary Contract Officer shall be Brian Fennessy, Fire Chief, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

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

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

### **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, an OCFA employee. During the performance of this Agreement, Contractor shall act in an independent capacity and shall not act as an OCFA officer or employee. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor, except as set forth in this Agreement. Contractor, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

**5.4.2** Contractor 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 Contractor in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing any Work or Services hereunder.

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

#### **5.6.1 [Reserved]**

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor 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 any 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.** Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not commence any 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 Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to meet all requirements herein.

**6.2 Types of Insurance Required.** Without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**6.2.1 Professional Liability/Technology Errors and Omissions Insurance ("PLI").** Contractor shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Contractor. Contractor 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, ATGS 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 ATGS 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** Contractor 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 Contractor for Services performed while required PLI insurance is not in effect.

**6.2.2 Automobile Liability Insurance.** Contractor shall maintain, in full force and effect throughout the term of this Agreement, a policy of personal Automobile liability insurance in compliance with all statutory requirements applicable in the State of California.

**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 Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

**6.4.1 [Reserved]**

**6.4.2 Notice of Cancellation:** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to

be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

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

**6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.** By executing this Agreement, Contractor 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. Contractor also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion.

**6.6 [Reserved]**

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Contractor by this Section 6. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with

the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this 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 Contractor may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 [Reserved]**

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

**6.11.1** Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

**6.11.2** All insurance coverage and limits required under this 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 Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Contractor agrees to reimburse OCFA for any losses resulting from its failure to timely comply with the requirements of this Agreement.

**6.11.5 [Reserved]**

**6.11.6** Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

**7. RECORDS AND REPORTS**

**7.1 Reports**

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

**7.2 Records**

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

#### **7.4 Release of Documents**

All drawings, specifications, reports, records, documents and other materials prepared by Contractor 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 Contractor shall be the sole owner of Contractor'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 Contractor'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 Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

#### **8.2 Waiver**

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

#### **8.3 Rights and Remedies are Cumulative**

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



#### **8.4 Legal Action**

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

#### **8.5 Termination Prior to Expiration of Term**

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

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

#### **8.6 Termination for Default of Contractor**

[Reserved]

#### **8.7 Attorneys' Fees**

[Reserved]

### **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

#### **9.1 Non-Liability of OCFA Officers and Employees**

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

#### **9.2 Covenant Against Discrimination**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any

person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

Information obtained by Contractor in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Contractor 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: Sara Kennedy  
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 Contractor:

Rocky W. Opliger  
13587 Oak Mountain Drive  
Yucaipa, CA 92399

### **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:\_\_\_\_\_  
Sara Kennedy, CPPB  
Purchasing Manager

**APPROVED AS TO FORM.**

**ATTEST:**

By:\_\_\_\_\_  
David E. Kendig  
General Counsel

\_\_\_\_\_  
Maria D. Huizar  
Clerk of the Board

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

**“CONTRACTOR”**

**ROCKY W. OPLIGER**

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

By:\_\_\_\_\_  
Rocky W. Opliger

**EXHIBIT "A"**  
**Scope of Services**

**A1. Program Manager Position**

**A1.1 Position Overview**

Contractor will be considered a FIRIS 3.0 Program Manager and provide on-demand 24/7 support. Contractor will serve as the primary point of contact for all movement of FIRIS aircraft, including initial attack dispatches, pre-positioning and diverts.

**A.2 Services**

**A2.1 Primary Duties**

- a) Coordinate with agencies such as Cal OES, Northern California Geographic Coordination Center (ONCC), and Southern California Geographic Coordination Center (OSCC) to establish and set mission priorities.
- b) Track and maintain status, availability and/or any limitations of personnel and aircraft.
- c) Serve as liaison between OCFA and the many distinct elements involved in the delivery and use of all FIRIS products.
- d) Coordinate with end users (agencies, departments, and incidents) to ensure their needs are being met.

**A2.1 Additional Services**

As requested by OCFA, Contractor shall make presentations, attend meetings, and provide briefings on program-specific information.

**A2.2 Schedules**

**A2.2.1 Daily Shift.** The daily shift is twelve (12) hours, and will be coordinated through the Primary or Secondary Contract Officer.

**A2.2.2 FIRIS 3.0.** Contractor services will be utilized in the FIRIS 3.0 program, which operates from two locations. The operation located in Southern California will provide twenty-four (24) hour availability. The operation located in Northern California will provide twenty-four (24) or twelve (12) hour availability. Contractor will primarily provide services from a remote location. The location must provide for connectivity with phone and internet access. Contractor may be required to be available at either work site identified at the request of OCFA.



### **A3. Compensation**

#### **A3.1 Daily Rate**

**A3.1.1 Standard Shift.** The hourly rate for the standard twelve (12) hour shift is \$166 and includes, but is not limited to, all staffing coordination activities, Program Manager duties, support services, informal training provided during the shift, formal training, and full day support for additional services as requested by OCFA. Contractor is responsible for travel to and from the work location, food, and lodging.

**A3.1.3 Additional Services.** The rate for additional services including, but not limited to, remote oversight of aviation platforms, and attendance at meetings, presentations, and other similar events will be charged at one hundred sixty-six dollars (\$166) per hour.

**A3.1.4 Travel Policy.** Travel related to the provision of additional services must be approved in advance by OCFA. All approved travel-related expenses will be reimbursed and must be documented on the Expense Form. The Expense Form must be submitted to OCFA and be accompanied by itemized receipts for lodging, transportation, and meals. Meals will be reimbursed in the amount of fifteen dollars for breakfast, fifteen dollars for lunch, and thirty-five dollars for dinner with a maximum reimbursement of sixty-five dollars per day. Reimbursement for purchases of alcohol is prohibited.

**A3.1.5 Expense Form.** A sample of the Expense Form follows below:



## TRAVEL EXPENSE CLAIM REPORT

1 Fire Authority Road Irvine, CA 92602

(714) 573-6012

Please e-mail this form and receipts to Robert Cortez.

Email: [Robertcortez@ocfa.org](mailto:Robertcortez@ocfa.org)

Required fields are in blue. Other data entry cells are in yellow.

Date:

Name:

Purpose:

Mailing Address:

Travel Dates:

All **itemized** receipts are to be provided with travel expense forms.

1. Transportation:	Trans Exp.
Airline: (Attach booking itinerary with cost)	
Airport Parking Fee:	
Taxi, Uber, Lyft: (Attach receipt)	
Rental vehicle: (Attach receipt)	
Transportation Total	-

2. Lodging: <i>Provide detailed receipts</i>	Lodging Exp.
Lodging Total	-

3. Food/Meals: <i>Provide detailed receipts</i>				Meals Exp.
Date	Breakfast (\$15 max)	Lunch (\$15 max)	Dinner (\$35 max)	(Max \$65.00/day)
				-
				-
				-
				-
				-
Meals Total				-
4. Miscellaneous/Registrations/etc <i>Provide detailed receipts</i>				
Misc. Total				-
Total Expenses				-

Explanatory Notes

I certify the above were all actual and necessary expenses to attend and participate in this meeting.

Submitted by: (Travelers name & signature )

Approved by: (Signature)/Date:

Robert Cortez, Assistant Chief, Business Services

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# **ATTACHMENT 6**



**MEMORANDUM OF AGREEMENT  
BETWEEN THE ORANGE COUNTY FIRE AUTHORITY  
AND THE LOS ANGELES FIRE DEPARTMENT**

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into this 22<sup>nd</sup> day of July, 2021 by and between the Orange County Fire Authority, a joint powers authority, hereinafter referred to as "OCFA," and the LOS ANGELES FIRE DEPARTMENT, hereinafter referred to as "Agency." OCFA and Agency are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, OCFA has contracted with the California Office of Emergency Services ("CalOES") to administer the Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program, hereinafter referred to as "Program," of which the Southern California Wildfire Fusion Center ("Fusion Center") is one part; and

WHEREAS, OCFA requires a qualified public agency to provide personnel to deliver project management and support services; and

WHEREAS, based on its qualifications and experience, Agency is capable of providing the required personnel and desires to provide such services; and

WHEREAS, OCFA desires to utilize services provided by Agency personnel.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA and Agency enter into this MOA for the purpose of reimbursement of costs incurred by Agency in providing personnel to deliver project management and support services as follows:

**AGREEMENT**

1. Agency personnel serving in the Fusion Center will be considered Fusion Center Analysts. Fusion Center products will be reported up to the FIRIS Program Manager, and the Fusion Center will provide on-demand (up to 24/7) analytical support for Southern California, which is comprised of Regions 1, 5 and 6. Personnel will utilize the advanced computing environment of the University of California, San Diego WIFIRE supercomputer-based fire modeling and prediction system to perform accurate fire prediction and assessment based on information synthesized in the Fusion Center. Agency may request reimbursement, with prior OCFA approval, for costs directly related to its personnel providing project management and support services including but not limited to salary, travel, fuel, lodging, and equipment.

Invoices submitted to OCFA for the reimbursement of expenses must be signed by an authorized representative of the Agency and submitted to OCFA for approval on appropriate forms provided by or approved for use by OCFA. Invoices for project



management services must include details regarding the days, hours, type of work performed, etc. Invoices for travel expenses must be submitted on the Travel Reimbursement Form, attached hereto as Exhibit "A."

Agency will submit all requests for reimbursable payments, together with the appropriate documentation, to OCFA by the 10th day of each subsequent month that the Agency is seeking reimbursement.

2. The Agency acknowledges that it remains fully responsible for its obligations as the employer of the personnel providing project management and support services and is responsible for the payment of overtime earnings, benefits, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract, regardless of the reimbursable charges incurred.

3. The Parties understand and agree that OCFA's financial obligation under this MOA shall be limited to grant or reimbursement funds allocated by the State of California in an amount not to exceed \$225,000. No other OCFA funds, including its general fund, shall apply or be committed to this MOU.

4. This MOA shall commence on the Effective Date and continue in full force and effect for one (1) year unless either Party gives written notice of termination to the other. Termination may be made at any time, for any reason and shall become effective thirty (30) days after the written notice is provided. The Agreement may be extended on the same terms and conditions upon mutual written agreement between OCFA and Agency.

5. This MOA may be amended at any time by the mutual consent of the Parties by an instrument in writing.

6. Agency and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of OCFA or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous, or defective conditions of any property or equipment belonging to or provided by OCFA. OCFA shall indemnify, defend and save harmless Agency and its officers, agents, and employees from any and all claims, liabilities or losses whatsoever based or asserted upon any act or omission of OCFA, of its officers, agents, employees, subcontractors or independent contractors related to this MOA or upon any dangerous or defective condition of any property or equipment belonging to or provided by OCFA, for property damage, bodily injury or death or any other element of damage of any kind or nature, and OCFA shall defend at its expense, including attorney's fees, Agency and its officers, agents, and employees in any legal action or claim of any kind based upon such alleged acts or omissions or conditions of such property or equipment.

7. OCFA and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of the Agency or any of its officers, agents, employees, subcontractors or independent contractors, or for any

dangerous or defective condition of any property or equipment belonging to or provided by Agency. Agency shall indemnify, defend and save harmless the OCFA and its officers, agents and employees from any and all claims, liabilities or losses whatsoever based or asserted upon any act or omission the Agency or its officers, agents, employees, subcontractors or independent contractors related to this MOA or upon any dangerous or defective condition of any property or equipment belonging to or provided by Agency, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the Agency shall defend at its expense, including attorney's fees, OCFA, its officers, agents and employees in any legal action or claim of any kind based upon such alleged acts or omissions or conditions of such property or equipment.

8. Any notice, demand, request, consent, approval or communication either Party desires or is required to give 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. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA: Orange County Fire Authority  
Attention: Brian Fennessy, Fire Chief  
1 Fire Authority Road  
Irvine, CA 92602

To Agency: Los Angeles Fire Department  
Attention: Ralph Terrazas, Fire Chief  
200 N. Main Street, Room 1800  
Los Angeles, CA 90012

9. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOA 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 MOA, which shall be interpreted to carry out the intent of the Parties hereunder.

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

**[SIGNATURES FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties have executed this MOA as of the dates stated below.

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Sara Kennedy, CPPB  
Purchasing Manager

**APPROVED AS TO FORM.**

**ATTEST:**

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

\_\_\_\_\_

David E. Kendig  
General Counsel

Maria D. Huizar  
Clerk of the Board

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

**“LAFD”**

**LOS ANGELES FIRE DEPARTMENT**

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

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

Graham J. Everett, Deputy Chief  
Chief of Staff

## EXHIBIT “A”



## TRAVEL EXPENSE CLAIM REPORT

1 Fire Authority Road Irvine, CA 92602

(714) 573-6012

Please e-mail this form and receipts to Robert Cortez.

Email: [Robertcortez@ocfa.org](mailto:Robertcortez@ocfa.org)

Required fields are in blue. Other data entry cells are in yellow.

Date:

Name:

Purpose:

Mailing Address:

Travel Dates:

All **itemized** receipts are to be provided with travel expense forms.

1. Transportation:	Trans Exp.
Airline: (Attach booking itinerary with cost)	
Airport Parking Fee:	
Taxi, Uber, Lyft: (Attach receipt)	
Rental vehicle: (Attach receipt)	
Transportation Total	-

2. Lodging: <i>Provide detailed receipts</i>	Lodging Exp.
Lodging Total	-

3. Food/Meals: <i>Provide detailed receipts</i>				Meals Exp.
Date	Breakfast (\$15 max)	Lunch (\$15 max)	Dinner (\$35 max)	(Max \$65.00/day)
				-
				-
				-
				-
				-
Meals Total				-

4. Miscellaneous/Registrations/etc <i>Provide detailed receipts</i>	
Misc. Total	-
Total Expenses	-

Explanatory Notes

I certify the above were all actual and necessary expenses to attend and participate in this meeting.

Submitted by: (Travelers name & signature )

Approved by: (Signature)/Date:

Robert Cortez, Assistant Chief, Business Services

BOJ Rem 28, Page 185



# **ATTACHMENT 7**



**MEMORANDUM OF AGREEMENT  
BETWEEN THE ORANGE COUNTY FIRE AUTHORITY  
AND NORTH COUNTY FIRE PROTECTION DISTRICT**

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into this 22<sup>nd</sup> day of July, 2021 by and between the Orange County Fire Authority, a joint powers authority, hereinafter referred to as "OCFA", and the NORTH COUNTY FIRE PROTECTION DISTRICT, hereinafter referred to as "Agency". OCFA and Agency are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA has contracted with the California Office of Emergency Services ("Cal OES") to administer the Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program, hereinafter referred to as "Program," of which the Southern California Wildfire Fusion Center ("Fusion Center") is one part; and

WHEREAS, OCFA requires a qualified public agency to provide personnel to deliver project management and support services; and

WHEREAS, based on its qualifications and experience, Agency is capable of providing the required personnel and desires to provide such services; and

WHEREAS, OCFA desires to utilize services provided by Agency personnel.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA and Agency enter into this MOA for the purpose of reimbursement of costs incurred by Agency in providing personnel to deliver project management and support services as follows:

**AGREEMENT**

1. Agency personnel serving under this capacity will be considered Fusion Center Analysts that will report to the FIRIS Program Manager and provide on-demand 24/7 analytical support. Personnel will utilize the advanced computing environment of the University of California San Diego WIFIRE supercomputer-based fire modeling and prediction system to perform accurate fire prediction and assessment based on information synthesized in the Fusion Center. Agency may request reimbursement for payment, with prior OCFA approval, for costs directly related to its personnel providing project management and support services including but not limited to salary, travel, fuel, lodging, and equipment.

Invoices submitted to OCFA for the reimbursement of expenses must be signed by an authorized representative of the Agency and submitted to OCFA for approval on appropriate forms provided by or approved for use by OCFA. Invoices for project management services must include details regarding the days, hours, type of work

performed, etc. Invoices for travel expenses must be submitted on the Travel Reimbursement Form, attached hereto as Exhibit "A".

Agency will submit all requests for reimbursable payments, together with the appropriate documentation to OCFA by the 10th day of each subsequent month that the Agency is seeking reimbursement.

2. The Agency acknowledges that it remains fully responsible for its obligations as the employer of the personnel providing project management and support services and are responsible for the payment of the overtime earnings, benefits, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable charges incurred.

3. The Parties understand and agree that OCFA's financial obligation under this MOA shall be limited to grant or reimbursement funds allocated by the State of California in the amount not to exceed \$25,000. No other OCFA funds, including its general fund, shall apply or be committed to this MOU.

4. This MOA shall commence on the Effective Date and continue in full force and effect for one (1) year unless either Party gives written notice of termination to the other. Termination may be made at any time, for any reason and shall become effective thirty (30) days after the written notice is provided. The Agreement may be extended on the same terms and conditions upon mutual written agreement between OCFA and Agency.

5. This MOA may be amended at any time by the mutual consent of the Parties by an instrument in writing.

6. Agency and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of OCFA or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous, or defective conditions of any property or equipment belonging to or provided by OCFA. OCFA shall indemnify, defend and save harmless Agency and their officers, agents, and employees from any and all claims, liabilities or losses whatsoever based or asserted upon any act or omission of OCFA, of its officers, agents, employees, subcontractors or independent contractors related to this MOA or upon any dangerous or defective condition of any property or equipment belonging to or provided by OCFA, for property damage, bodily injury or death or any other element of damage of any kind or nature, and OCFA shall defend at its expense, including attorney's fees, Agency and their officers, agents, and employees in any legal action or claim of any kind based upon such alleged acts or omissions or conditions of such property or equipment.

7. OCFA and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of the Agency or any of their officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any property or equipment belonging to or provided

by Agency. Agency shall indemnify, defend and save harmless the OCFA and its officers, agents and employees from any and all claims, liabilities or losses whatsoever based or asserted upon any act or omission the Agency or their officers, agents, employees, subcontractors or independent contractors related to this MOA or upon any dangerous or defective condition of any property or equipment belonging to or provided by Agency, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the Agency shall defend at its expense, including attorney's fees, OCFA, its officers, agents and employees in any legal action or claim of any kind based upon such alleged acts or omissions or conditions of such property or equipment.

8. Any notice, demand, request, consent, approval or communication either Party desires or is required to give 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. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA: Orange County Fire Authority  
Attention: Brian Fennessy, Fire Chief  
1 Fire Authority Road  
Irvine, CA 92602

To Agency: North County Fire Protection District  
Attention: Keith McReynolds, Fire  
Chief  
Fallbrook, CA 92028

9. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOA 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 MOA, which shall be interpreted to carry out the intent of the Parties hereunder.

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

**[SIGNATURES FOLLOW ON NEXT PAGE]**



IN WITNESS WHEREOF, the Parties have executed this MOA as of the dates stated below.

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Sara Kennedy, CPPB  
Purchasing Manager

**APPROVED AS TO FORM.**

**ATTEST:**

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

\_\_\_\_\_

David E. Kendig  
General Counsel

Maria D. Huizar  
Clerk of the Board

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

**“AGENCY”**

**NORTH COUNTY FIRE PROTECTION  
DISTRICT**

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

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

Keith McReynolds  
Fire Chief/CEO

## EXHIBIT “A”



## TRAVEL EXPENSE CLAIM REPORT

1 Fire Authority Road Irvine, CA 92602

(714) 573-6012

Please e-mail this form and receipts to Robert Cortez.

Email: [Robertcortez@ocfa.org](mailto:Robertcortez@ocfa.org)

Required fields are in blue. Other data entry cells are in yellow.

Date:

Name:

Purpose:

Mailing Address:

Travel Dates:

All **itemized** receipts are to be provided with travel expense forms.

1. Transportation:	Trans Exp.
Airline: (Attach booking itinerary with cost)	
Airport Parking Fee:	
Taxi, Uber, Lyft: (Attach receipt)	
Rental vehicle: (Attach receipt)	
Transportation Total	-

2. Lodging: <i>Provide detailed receipts</i>	Lodging Exp.
Lodging Total	-

3. Food/Meals: <i>Provide detailed receipts</i>				Meals Exp. (Max \$65.00/day)
Date	Breakfast (\$15 max)	Lunch (\$15 max)	Dinner (\$35 max)	
				-
				-
				-
				-
				-
Meals Total				-

4. Miscellaneous/Registrations/etc <i>Provide detailed receipts</i>	
Misc. Total	-
Total Expenses	-

Explanatory Notes

I certify the above were all actual and necessary expenses to attend and participate in this meeting.

Submitted by: (Travelers name & signature )

Approved by: (Signature)/Date:

Robert Cortez, Assistant Chief, Business Services

BOJ Rem 28, Page 191

# **ATTACHMENT 8**





**McCLELLAN JET SERVICES  
BULK STORAGE HANGAR RENTAL AGREEMENT AND OFFICE SUBLEASE**

**SECTION ONE  
BASIC INFORMATION**

Hangar:	<b>Hangars 239, 240; Hangars A, B or C; Building 251</b>	<b>Date: June 14, 2021</b>
Premises:	<b>Suite B227 located on the Second Floor of Hangar B</b>	
Tenant:	<b>Orange County Fire Authority</b>	
Address:	<b>1 Fire Authority Road Irvine, California 92602</b>	
Tenant Contact:	<b>Sara Kennedy (Manager)</b>	
Business Phone:	<b>(714) 573-6641</b>	
Email:	<b><a href="mailto:sarakennedy@ocfa.org">sarakennedy@ocfa.org</a></b>	
Business Address:	<b>1 Fire Authority Road Irvine, California 92602</b>	
Billing Phone:	<b>(714) 573-6641</b>	
Billing Address:	<b>1 Fire Authority Road Irvine, California 92602</b>	
Aircraft Type:	<b>Beechcraft</b>	
Year/Model:	<b>1983 B200</b>	
Reg. Number:	<b>N57B</b>	
Gross Weight:	<b>12,500</b>	
Monthly Hangar Rental:	<b>\$2,000.00</b>	
Monthly Premises Rental:	<b>Included in the above Monthly Hangar Rental</b>	
Hangar Use:	<b>Storage of the Aircraft and such other reasonably related uses as permitted by Landlord</b>	
Tenant's Use of Premises:	<b>General office uses</b>	
Security Deposit:	<b>\$2,000.00</b>	
Commencement Date:	<b>August 1, 2021</b>	
Term:	<b>Month-to-Month</b>	

## SECTION TWO TERM

**McCLELLAN JET SERVICES, LLC**, a California limited liability company ("**Landlord**") and **ORANGE COUNTY FIRE AUTHORITY** ("**Tenant**") are entering into this Bulk Storage Hangar Rental Agreement and Office Sublease ("**Agreement**") as of the date first set forth above, subject to the terms herein contained. Landlord hereby leases to Tenant (i) sufficient nonexclusive space (the "**Hangar Space**") in which to store the aircraft specified above (the "**Aircraft**") within the confines of the hangar described above ("**Bulk Storage Hangar**") and (ii) Suite B227 containing approximately three hundred thirty-one (331) square feet of office space, located on the second floor of Hangar B, as further shown on Exhibit A-1 attached hereto (the "**Premises**"), on the terms contained in this Agreement.

A. The term of this Agreement (the "**Rental Term**") shall commence on the Commencement Date and continue on a month-to-month basis until such time as one party gives another party written notification of termination. Either party may, upon thirty (30) days' prior written notice to the other, terminate this Agreement without cause. Such termination shall be effective as of midnight on the thirtieth (30th) day following such written notice to the other party. Notwithstanding the foregoing to the contrary, any termination by Tenant of the Hangar Space shall automatically terminate this Lease with respect to the Premises, it being the intent of the parties that the Premises may not be leased by Tenant without the concurrent lease of the Hangar Space.

B. Tenant shall have no right to occupy the Hangar Space, Premises or any portion thereof after the expiration of the Rental Term or of Tenant's right to possession in consequence of any default by Tenant under the Agreement. In the event that Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Hangar Space and Premises, and to recover damages, including without limitation, damages payable by Landlord to any successor user of the Hangar Space and Premises by reason of such holdover. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Hangar Space or Premises after the expiration of the Rental Term or Tenant's right to possession of the Hangar Space or Premises, Tenant shall pay, as minimum damages and not as a penalty, Monthly Rental at a rate equal to one hundred fifty percent (150%) the rate of Monthly Rental payable by Tenant immediately prior to the expiration or other termination of this Agreement or of Tenant's right to possession of the Hangar Space or Premises, which amount shall increase at the rate of ten percent (10%) per annum as calculated from the date upon which Tenant's right to possession of the Hangar Space or Premises expired or was terminated. The acceptance by Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over by Tenant.

C. All notices and consent required to be given under this Agreement shall be addressed to Tenant at its billing address as specified in Section One, and to Landlord at 3028 Peacekeeper Way, McClellan, California 95652, Attention: Vice President. All notices to Tenant and to Landlord shall be in writing and shall be personally delivered or mailed, certified or registered mail, return receipt requested, to the addresses indicated above and shall be

considered to be delivered on the third (3rd) day following the date of mailing. Either party may change its address by giving notice pursuant to this Section.

D. Landlord, in its sole discretion, shall have the right to relocate the Hangar Space and/or Premises to another part of the airfield facilities; provided that Landlord gives Tenant at least thirty (30) days' notice of Landlord's intention to relocate; provided, further, that the relocated hangar space and/or premises shall be approximately the same size as the original Hangar Space or Premises, as the case may be. The parties shall immediately execute an amendment to this Agreement stating the relocation.

E. Landlord is the tenant under a Prime Lease ("**Prime Lease**") with the Prime Landlord, McClellan Business Park LLC, a Delaware limited liability company. Landlord represents and warrants to Tenant that (a) Landlord shall make available to Tenant, upon Tenant's written request, a full and complete copy of the Prime Lease and all other agreements between Prime Landlord and Landlord governing the use and occupancy of the Premises, (b) the Prime Lease is, as of the date hereof, in full force and effect, and (c) no event of default has occurred under the Prime Lease and, to Landlord's knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure. Tenant acknowledges that the Premises are subject to the terms and conditions set forth in the Prime Lease. Landlord agrees to deliver possession of the Premises on or before the date specified in Section One and Tenant shall accept the Premises in their As-Is, Where-Is, with all faults condition, with no obligation on the part of Landlord to modify the Premises or otherwise improve the Premises.

### **SECTION THREE TENANT'S OBLIGATION**

A. Tenant shall pay to Landlord the rent for the Hangar Space and Premises set forth above (the "**Monthly Rental**") without prior notice, demand, offset, or abatement. The Monthly Rental for the first and last month of the Rental Term for which rent is due shall be paid in advance ("**First and Last Months' Prepaid Rental**") upon the execution of this Agreement. Following the first (1st) full month of the Rental Term, the Monthly Rental shall be due and payable on or before the first (1st) day of each calendar month during the entire Rental Term. Monthly Rental, Additional Rent, late charges, interest and any and all other sums due to Landlord by Tenant shall be referred to herein as "**Rent.**"

B. Tenant acknowledges that late payment by Tenant to Landlord of Monthly Rental will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of such costs being difficult or impractical to fix. Therefore, if any installment of Monthly Rental not received by Landlord by the tenth (10th) calendar day of the month for which it is due, Tenant shall pay to Landlord an additional sum equal to five percent (5%) of the amount overdue as a late charge for every month or portion thereof that the Monthly Rental remains unpaid. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant.

C. Concurrent with its execution of this Agreement, Tenant shall deposit with Landlord the Security Deposit as security for the performance by Tenant of the terms of this Agreement to

be performed by Tenant, and not as prepayment of Rent. Landlord may, but shall not be obligated to, apply such portion or portions of the Security Deposit as reasonably deemed necessary for the following purposes: (1) to remedy any default by Tenant in the payment of Monthly Rental or Additional Rent or a late charge or interest on defaulted Rent; (2) to repair damage to the Rental Premises caused by Tenant, its employees, contractors, agents or invitees; (3) to clean and repair the Hangar Space or Premises following its surrender to Landlord in a broom-clean and neat condition; and (4) to remedy any other default of Tenant to the extent permitted by Law, including, without limitation, paying full on Tenant's behalf any sum(s) claimed by materialmen or contractors of Tenant to be owing to them by Tenant for work done at Tenant's request. In this regard, Tenant hereby waives any restrictions on the uses to which the Security Deposit may be applied as contained in section 1950.7(c) of the California Civil Code and/or any successor statute. In the event the Security Deposit or any portion thereof is so used, Tenant shall pay to Landlord, within five (5) days of written notice thereof from Landlord, an amount in cash sufficient to restore the Security Deposit to its full sum. If Tenant fails to promptly restore the Security Deposit and if Tenant shall have paid to Landlord any sum(s) as Last Month's Prepaid Rental, Landlord may, in addition to any other remedy Landlord may have under this Agreement, reduce the amount of Tenant's Last Month's Prepaid Rental by transferring all or portions of such Last Month's Prepaid Rental to Tenant's Security Deposit until such Security Deposit is restored to the amount set forth above. Landlord shall not be deemed a trustee of the Security Deposit. Landlord may use the Security Deposit in Landlord's ordinary business and shall not be required to segregate it from its general accounts. Tenant shall not be entitled to any interest on the Security Deposit. If Landlord transfers the building in which the Hangar Space or Premises is located during the Rental Term, Landlord may pay the Security Deposit to any subsequent owner in conformity with the provisions of section 1950.7 of the California Civil Code and/or any successor statute, in which event the transferring Landlord shall be released from all liability for the return of the Security Deposit.

Tenant specifically grants to Landlord (and hereby waives the provisions of California Civil Code section 1950.7 to the contrary) a period of sixty (60) days following a surrender of the Hangar Space and Premises by Tenant to Landlord within which to restore the Security Deposit (less permitted deductions) to Tenant, it being agreed between Landlord and Tenant that sixty (60) days is a reasonable period of time within which to prepare a final accounting with respect to such Security Deposit. In no event shall the Security Deposit, or any portion thereof, be considered Prepaid Rent.

D. Tenant agrees to use the Hangar Space and Premises solely for the purposes set forth in the Basic Information section.

E. Tenant shall not use the Bulk Storage Hangar for any unauthorized repair, painting or overhaul of the Aircraft or any other aircraft, aircraft equipment or other equipment, and Tenant shall not permit other persons to do so except as so authorized in writing by landlord or by Landlord's tenant service organization.

F. Tenant shall keep the Hangar Space and Premises in neat and clean condition.

G. Tenant shall not assign, sublet or otherwise transfer any interest of Tenant under this Agreement to any third party or allow any third party to occupy or use any portion of the Bulk

Storage Hangar, Hangar Space or Premises, and any such assignment, subletting, or other transfer or permission to use shall, at the option of the Landlord, be void and of no force or effect.

H. Tenant shall not conduct any charter, rental, repair, instructional service, or any other commercial or revenue-producing activity in or about the Bulk Storage Hangar.

I. Tenant shall, as soon as reasonably practical, report to Landlord or Landlord's designee any defect in or damage to the Bulk Storage Hangar, hangar equipment, material-handling equipment associated with the Bulk Storage Hangar, or Premises which Tenant believes to require attention.

J. Tenant shall not place any debris or materials or the like within the confines of the Bulk Storage Hangar except in specifically approved lockers, bins or containers, the number and location of which are to be approved by Landlord prior to installation. Tenant shall not attach any hoisting or holding mechanism to any part of the Bulk Storage Hangar or pass any such mechanism over the struts or braces therein. For purposes of this Agreement, a hoisting or holding mechanism shall be deemed to include, but not be limited to, a chainfall, block or tackle, or other hoisting device.

K. Tenant shall not remove, deface, modify, bend, drill, cut or otherwise alter, modify or paint any part of the Bulk Storage Hangar or Premises.

L. Tenant shall comply with the applicable provisions of the Prime Lease, and with all rules, regulation, resolutions and ordinances enacted by the County or other governmental agencies with respect to the use or occupancy of the Hangar, Bulk Storage Hangar and/or the Hangar Space and Premises including, but not limited to, the payment by Tenant of any activity fee imposed by the County, as well as any changes, amendments, revisions and modifications thereto throughout the Rental Term.

M. Tenant shall abide by and conform to and shall cause its employees, contractors, agents and invitees to abide by and conform to all of the applicable provisions and restrictions of the most recent edition of the McClellan Jet Services Rules and Regulations (“**Rules and Regulations**”) and the McClellan Air Field Operations Manual (“**Operations Manual**”). Tenant acknowledges that Tenant has received, read and accepted the initial Rules and Regulations attached hereto as Exhibit B and incorporated herein by this reference. The Rules and Regulations and the Operations Manual may be amended from time-to-time by Landlord after which such modifications shall become binding on Tenant, and will be available to Tenant at the office of Landlord.

N. Tenant shall defend, protect, indemnify and hold harmless Landlord and Landlord's officers, employees and agents, and the County and its officers, employees and agents, from any and all claims, demands, or liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with Tenant's use and occupancy of any of the Bulk Storage Hangar, Hangar Space or Premises, Tenant's default under this Agreement, and/or Tenant's or its employees', contractors', agents', or invitees' presence on or about the Hangar Space or Premises.



O. Tenant's Insurance. Tenant agrees to take out and keep in force during the term hereof, without expense to Landlord, the policies of insurance as set forth below. Tenant shall be permitted to obtain the insurance required under this Paragraph by providing a blanket policy of insurance reasonably acceptable to Landlord. All such insurance policies shall name Landlord as an additional insured.

(a) Commercial general liability insurance (including aircraft liability), in the name of Tenant, insuring against any liability for injury to or death of persons resulting from any occurrence in or about the Bulk Storage Hangar, Hangar Space or Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$1,000,000.00, per occurrence and \$2,000,000 in the aggregate. The amounts of such insurance required hereunder may be adjusted from time to time as reasonably requested by Landlord. In addition, such policy of insurance shall include the ordinary and usual coverage for any additional liability as coverage for any potential liability arising out of or because of any construction, work of repair or alterations done on or about the Bulk Storage Hangar, Hangar Space or Premises by or under the control or direction of Tenant;

(b) Personal property insurance covering the personal property and trade fixtures of Tenant in an amount equal to the replacement value of the personal property and trade fixtures, as such replacement value may vary from time to time;

(c) Workers compensation insurance as required by law and employer liability insurance with limits of not less than \$1,000,000.00; and

(d) Comprehensive automobile liability insurance with limits of not less than \$1,000,000.00 combined bodily injury and property damage per occurrence.

All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies which are rated by Best Insurance Reports as A:VX or better and licensed or authorized to do business in the State of California. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a separation of insureds condition, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance for Landlord's interest only, and (iii) to the extent that Tenant is able to obtain the same after using its best efforts to do so, a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is given possession of the Premises, and thereafter, within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable, materially changed or reduced in coverage except after thirty (30) days' written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or

“binders” of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums, which shall be payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Agreement.

P. Tenant shall pay, prior to delinquency, any taxes including possessory interest taxes levied against the Hangar Space or Premises, if any, the Aircraft, or other personal property of Tenant.

Q. Tenant agrees that any movement of any Aircraft within any Hangar shall only be done by duly authorized personnel employed by Landlord for such purpose.

R. Tenant shall not make any alterations in or additions to the Hangar Space or Premises (“**Alterations**”) without the prior written consent of Landlord, which may be withheld in Landlord’s sole and absolute discretion.

#### **SECTION FOUR LANDLORD'S OBLIGATIONS**

Landlord's responsibilities with respect to the Bulk Storage Hangar and Premises shall be as follows:

A. Landlord or Landlord's agents, employees or representatives shall move Tenant's Aircraft from the Bulk Storage Hangar to a ramp area available for loading and starting by Tenant of Tenant's Aircraft.

B. Landlord shall keep the Bulk Storage Hangar in a good state of repair; provided, however, that Landlord shall have no obligation to provide janitorial services to the Premises.

C. Landlord shall provide adequate access from the Bulk Storage Hangar's ramp loading and starting area to the airport taxiways at the McClellan Airfield.

D. Landlord reserves the right, on reasonable prior notice, to inspect the Premises or to exhibit the Premises to persons having a legitimate interest at any time during the Term. Landlord shall periodically inspect the Bulk Storage Hangar and shall remove any unsightly containers or refuse. Landlord shall take reasonable precautions to insure that unauthorized persons do not have access to the Bulk Storage Hangar, but shall not be responsible for injury to persons, or damage or the vandalism of any aircraft, or for lost or stolen articles from any aircraft or offices. Landlord presently maintains security personnel and/or systems which may be modified by Landlord in Landlord’s commercially reasonable discretion.

## **SECTION FIVE DEFAULT**

If Tenant defaults under the terms of this Agreement, Landlord may terminate this Agreement upon seven (7) days' prior written notice to Tenant. Upon the expiration of such seven (7)-day period, Landlord shall have the right to all remedies available to it in equity or by law, including, but not limited to, the right to remove and store any of Tenant's property (including, the Aircraft), at Tenant's expense, and to conduct a lien sale of such property pursuant to applicable laws. Landlord's election to pursue any such remedies shall not release Tenant from any of its accrued obligations under this Agreement. Landlord shall have no liability for any damage or injury to any of Tenant's property upon any removal of such property from the Hangar Space or Premises pursuant to this Section.

## **SECTION SIX ADDITIONAL SERVICES**

If Landlord provides additional services requested by Tenant, Tenant shall pay Landlord's charges for such services promptly after having been billed therefor by Landlord or by Landlord. If at any time a charge for such additional services is attributable to the use of such services both by Landlord and by Tenant, the cost thereof shall be equitably divided between Landlord and Tenant.

## **SECTION SEVEN ATTORNEYS' FEES**

If either party brings legal action or proceeding for damages for an alleged breach of any provision of this Agreement, or to recover Rent or other sums due, or to enforce, protect, or establish any term, condition or covenant of this Agreement or right of either party, the prevailing party shall be entitled to recover as a part of such action or proceeding, or in a separate action brought for that purpose, reasonable attorneys' fees and costs.

## **SECTION EIGHT MISCELLANEOUS**

- A. Time of Essence. Time is of the essence of each provision of this Agreement.
- B. Consent of Parties. Whenever consent or approval of either party is required, that party shall not unreasonably withhold or delay in giving such consent or approval.
- C. Exhibits. All exhibits referred to in this Agreement are attached hereto and incorporated by reference.
- D. Successors. This Agreement shall be binding on and inure to the benefit of the parties and their successors.
- E. Rent Payable in U.S. Money. Rent must be paid in lawful money of the United States of America.

F. Interpretation of Agreement.

(1) California Law. This Agreement shall be constructed and interpreted in accordance with the laws of the State of California. Any action or proceeding in respect of any claim arising out of or related to this Agreement, whether in tort or contract or at law or in equity, shall be filed in the state or federal court of competent jurisdiction located geographically closest to the Bulk Storage Hangar.

(2) Integrated Agreement; Modification. This Agreement, the Rules and Regulations and the Operations Manual contain all the agreements of the parties and cannot be amended or modified except by written agreement signed by each party.

(3) Corporate Warranties. The parties executing this Agreement represent and warrant, that: (a) the party on whose behalf they are signing is a valid and existing corporation or a limited liability company, (b) all things necessary to qualify such party to do business in California have been accomplished prior to the date of this Agreement; (c) all franchise and other corporate taxes have been paid to the date of this Agreement; (d) all forms, reports, fees and taxes required to be filed or paid by such corporation have been filed or paid; and (e) the individuals executing this Agreement have authority to do so.

G. Limitation on Liability. Tenant agrees that the obligations incurred by Landlord under this Agreement shall not constitute personal obligations of the members, partners, joint venturers, directors, officers, trustees, employees, policyholders or any other principals or representatives of Landlord. Tenant further agrees that its recourse against Landlord under this Agreement (including, without limitation, with respect to Landlord's indemnity of Tenant) shall be strictly limited to Landlord's interest in the Hangar Space, and that the Tenant shall have no recourse to any other asset of Landlord, or of any member, partner, joint venturer, director, officer, trustee, employee, policyholder or any other principal or representative of Landlord for the satisfaction of any of Landlord's obligations hereunder.

H. Inspection by a CASp in Accordance with Civil Code Section 1938. To Landlord's actual knowledge, the property being leased or rented pursuant to the Agreement has not undergone inspection by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises; provided, however, that, Landlord shall have no responsibility for making any required corrections to accessibility violations identified in any CASp report. The foregoing verification is included in the Agreement solely for the purpose of complying with California Civil Code Section 1938 and, except as otherwise expressly stated above, shall not in any manner affect Landlord's and Tenant's respective responsibilities for compliance with construction-related accessibility standards as provided under the Agreement.

Executed as of the date first written above.

**LANDLORD:**

**McCLELLAN JET SERVICES, LLC**, a  
California limited liability company

By: McClellan Business Park LLC, a  
Delaware limited liability company

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

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

Its: \_\_\_\_\_

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

**TENANT:**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

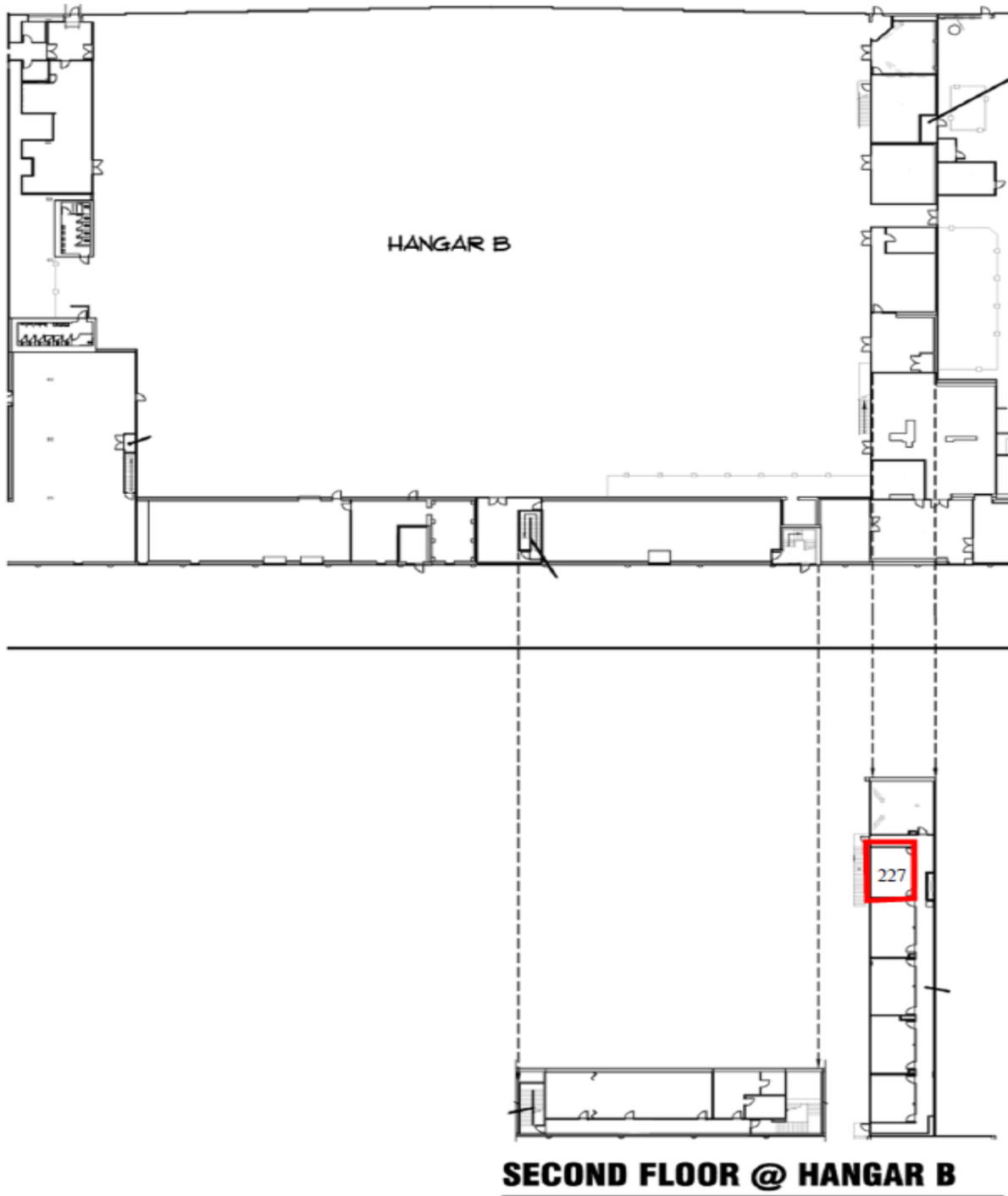
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Date: \_\_\_\_\_



EXHIBIT A-1

Bulk Hangar Space and Office Premises



INITIAL \_\_\_\_\_

INITIAL \_\_\_\_\_

## EXHIBIT B

### RULES AND REGULATIONS

The following rules, regulations and policies (“**Rules and Regulations**”) shall be strictly followed by each aircraft bulk storage tenant (“**Tenant**”), which utilizes bulk storage space within a hangar (“**Hangar**”) at McClellan Park (“**McClellan Park**”) for specific aircraft owned, under the control of and/or operated by Tenant (“**Aircraft**”). These Rules and Regulations shall be subject to clarification solely by McClellan Jet Services, a California limited liability company (“**Landlord**”) and may be changed by Landlord from time to time.

These Rules and Regulations have been adopted to provide guidelines for Tenant, Tenant organizations that provide service(s) to Tenant, Tenant’s vendors and invitees and the general public (“**Regulated Parties**”).

These Rules and Regulations are considered to be a part of Tenant’s Bulk Storage Hangar Rental Agreement and Office Sublease (“**Agreement**”) with Landlord.

Tenant is hereby obligated to bring to the attention of Landlord’s management any irregularities in service, defects in Landlord’s operational systems or equipment, problems with Landlord’s personnel, any safety hazard on or adjacent to Hangars A, B, C, 239 and 240 and Building 251 and the related airfield (collectively, “**Airfield Facilities**”), or any other irregularity of which Landlord’s management should be aware.

1. Moving Aircraft. The Regulated Parties may, under no circumstances and under no condition, move Aircraft or any other aircraft to, from or within any Hangar. Tenant shall depart from and leave Aircraft on the front aircraft-parking ramp when arriving at the Airfield Facilities. Unless otherwise directed by Landlord’s ramp attendants, or in the rare case when all ramp space is full, the Aircraft shall be parked in a designated ramp parking area and not an access taxiway. Landlord shall provide all required towing of Aircraft both to and from the Hangar.

2. Aircraft Position Within Hangar. Landlord shall, at its sole discretion, determine where Aircraft shall be stored in Tenant’s assigned Hangar. Reasonable attempts shall be made by Landlord’s personnel to keep Aircraft in the same general location within the Hangar. The location within the assigned Hangar and any other hangar may vary at Landlord’s sole discretion as may be dictated from time to time by the needs of other tenants, frequency of use of various aircraft and the Aircraft, size of the Aircraft, the position of other aircraft at the time of parking the Aircraft, and time demands on the towing personnel.

3. Pre-existing Damage. Prior to occupying the Hangar, Tenant or Tenant’s pilot(s) shall conduct an inspection of the Aircraft in the presence of a representative of Landlord. If any pre-existing damage is found, a written report will be generated by Landlord which shall be acknowledged by Tenant. If after or before occupying the Hangar, the Aircraft becomes damaged at a location other than the Hangar, Tenant shall report, in writing, within ten (10) days of its occurrence, the damage to Landlord. If the Aircraft is damaged while in the custody of Landlord, such damage shall be reported within twenty-four (24) hours.

4. Wing Walkers. All aircraft either inside or outside the Hangar and all other aircraft inside the Hangar shall be moved in the presence of a wing walker. Tenant, or Tenant's agent or any other person deemed suitable by Landlord's ramp personnel may act as a wing walker.

5. Chock Wheels. Aircraft in the Hangar and on the ramp shall have at least one main wheel chocked fore and aft of the wheel. Chocks shall not be removed by Tenant while the Aircraft is in the Hangar. When the Aircraft arrives at the Airfield Facilities' ramp, Landlord's personnel will normally meet the Aircraft and chock the Aircraft's wheels; however, Tenant shall bear the ultimate responsibility and risk of ensuring that the Aircraft's wheels are properly chocked. Landlord's personnel shall chock the Aircraft wheels when moving the Aircraft to the Hangar and shall chock the Aircraft wheels when the Aircraft is removed from the Hangar for position on the ramp prior to departure. Landlord shall provide chocks in the Hangar and on the ramp. If chocks are not available at such location(s), Tenant shall notify Landlord's personnel as soon as possible and Tenant shall ensure that the Aircraft is properly chocked before leaving the Aircraft.

6. Three Hours' Notice for Towing. Tenant shall provide to Landlord's personnel a minimum of three (3) hours' notice if Tenant desires to have the Landlord move an Aircraft from the Hangar to the ramp for purposes of departure from the Airfield Facilities or for maintenance or service. If less than three (3) hours' notice is provided by Tenant for the performance of this service, Landlord shall tow or move the Aircraft at Landlord's first opportunity, subject to any towing, fueling, or servicing of other aircraft which may have been previously scheduled, and subject to the availability of adequate Landlord personnel.

7. Control Locks. Prior to leaving the Aircraft on the ramp for storage in the Hangar, Tenant shall remove control locks to permit towing of Aircraft to the Hangar. If Tenant deems it necessary to install control locks that restrict the motion of the nose wheel steering mechanism of the Aircraft, Tenant shall notify Landlord's ramp personnel that such control locks have been installed on the Aircraft and provide instructions for the removal of such control locks. Tenant shall inspect the Aircraft and may reinstall such control locks as soon as the Aircraft has been moved from the ramp to the Hangar. Landlord shall not be responsible for the reinstallation of such control locks but may do so, at Tenant's request, and if adequate time and qualified personnel are available. Tenant's pilot(s) shall provide specific instructions to Landlord's line personnel if Landlord's line personnel are asked to reinstall control locks. If control locks are installed which restrict the motion of the nose wheel while the Aircraft is parked in the Hangar, Tenant shall cause a sign to be attached to the nose wheel near the towing attach point stating that control locks are installed.

8. Parking Brakes. Tenant shall not set the Aircraft's parking brake while the Aircraft is located either in the Hangar or on the ramp except for a brief time sufficient to place chocks on one of the main wheels.

9. Coffee, Ice and Newspapers. Landlord may provide, as part of its services, free newspapers, coffee and ice. If these items are ordered when Aircraft departure towing is requested, Landlord's personnel will use commercially reasonable efforts to service the Aircraft with these items. This service shall be provided for Aircraft at Landlord's sole discretion as the

availability of time and personnel may from time to time so permit. Ice machines for the servicing of the Aircraft are located in Hangar A. Coffee service is located in the passenger lounge next to the "VIP Room" in the main facility.

10. Hangar and Aircraft Access. Tenant shall have access to the Aircraft, either in the Hangar or on the ramp, at the sole discretion of Landlord. Landlord shall be reasonable in providing such access. Tenant's access to the Aircraft may be either through facility perimeter gates, the ramp, or through the north entrances of the Airfield Facilities. Landlord shall permit, at the request of Tenant, access to the Aircraft or the Hangar to Regulated Parties which are not based at nor a part of Landlord's Airfield Facilities but which have been approved in advance by Landlord, Tenant's flight crews, service personnel employed solely by Tenant for the purpose of servicing Aircraft, and any other personnel for whom approval is specifically requested by Tenant and granted by Landlord.

11. Storage Lockers and Toolboxes. Subject to Landlord's prior written approval of such locker, Tenant may store, in one metal locker provided by Tenant at Tenant's sole cost, supplies necessary to service, clean, maintain, and supply the Aircraft. Due to environmental procedures in place at the Airfield Facilities pursuant to the Master Lease, Tenant shall not store hazardous aircraft materials or any other hazardous materials including, but not limited to, fluids such as oil, hydraulic fluids, etc.

Tenant may upon request to and approval by Landlord, store a toolbox and limited tools in a specific location designated by Landlord. If Tenant desires more space for tool storage than that which is available in designated areas, additional space may be provided, at the sole discretion of Landlord, at the existing rental rate per square foot. It is specifically acknowledged by Tenant that the storage of aircraft shall be given priority over the storage of tools and maintenance equipment.

12. Aircraft Cleaning. Tenant shall maintain the Aircraft in a clean and well-maintained condition. Tenant may personally clean the Aircraft, use Tenant's employees, or use outside companies which have been approved by Landlord to operate commercial cleaning activities at the Airfield Facilities.

Dry cleaning such as vacuuming, waxing, polishing and shampooing of Aircraft may be conducted in the Hangar if done in a reasonable manner. Washing and degreasing of Aircraft shall be performed only with the written permission of Landlord, which may be withheld in Landlord's sole and absolute discretion. Tenant shall exercise care whenever undertaking permissible washing or degreasing the Aircraft and keep water and cleaning agents away from surrounding structures and aircraft. Under no circumstances shall Tenant perform any cleaning function which causes water, solvent, fuel, cleaning agents, oil, grease or any other contaminant to be deposited on the ramp or the hangar floors or the other Airfield Facilities except on the approved wash rack. This restriction includes engine compressor washes.

13. Minor Preventative Maintenance. Tenant's authorized personnel may perform minor preventative maintenance or service on the Aircraft within the Hangar. Tenant may utilize personnel solely employed by Tenant and approved by Landlord to perform maintenance. Tenant may not perform maintenance on any other aircraft other than its own Aircraft without the

written permission of Landlord. Independent maintenance contractors are not allowed to operate on the Airfield Facilities without the prior written permission of Landlord. Independent contractors or service representatives may be utilized to assist Tenant with special requirements, but they may not be involved in the performance of general maintenance or service of Tenant's Aircraft. Any Tenant employee that is requested by other tenants to perform general maintenance on such other tenant's aircraft must be employed by Tenant on at least a part time basis (with mandatory coverage for worker's compensation and payroll taxes) by Tenant. General maintenance of the Aircraft or other aircraft within the Airfield Facilities shall be performed solely by an authorized mechanic(s) approved in writing by Landlord,

14. Painting. Under no circumstances shall Tenant permit or conduct any painting of any aircraft within the Airport Facilities without Landlord's prior written consent, which consent shall be in Landlord's sole and absolute discretion.

15. Taxiing Aircraft. Flight crews of the Aircraft may, from time to time, be directed by Landlord's personnel to park the Aircraft on a taxiway within the Airfield Facilities. At all other times, the Aircraft shall be parked on the designated aircraft ramp parking area. Taxiing of the Aircraft between hangar buildings is specifically prohibited unless the flight crew taxiing the Aircraft is directed and observed by Landlord's ramp personnel at all times while the Aircraft is taxiing.

16. Aircraft Relocation. While the Aircraft is being relocated within, to, or from the Hangar, Landlord's personnel may park the Aircraft either on taxiways, ramps, or tie-down areas for short periods of time until the Aircraft can be relocated in the Hangar. During such relocation process, the Aircraft may become wet, or be exposed to particle contaminants such as dirt or aircraft exhaust. Cleaning or drying of the Aircraft shall not be the responsibility of Landlord. Reasonable efforts shall be made to minimize such exposure of the Aircraft.

17. Motor Vehicle Operation on the Airfield Facilities. Tenant may drive, or permit others to drive, only those vehicles on the ramp as are necessary to load passengers and cargo into, or out of, the Aircraft. Except as otherwise provided in the Agreement and/or herein, at no time shall Tenant cause or permit any vehicle to be left unattended within the perimeter fence of the Airfield Facilities unless Tenant has received written permission from Landlord. Any vehicles which may be so driven on the ramp shall be driven at a speed not to exceed five (5) miles per hour. All such vehicles shall be operated in a safe and prudent manner. Use of excessive speed on the ramp is reason for revocation of ramp access privileges.

Tenant acknowledges, and shall so inform all operators of vehicles used or permitted by Tenant, that any aircraft shall have the right of way at all times and that such vehicles' operators shall drive such vehicles at their own risk. Landlord shall not be responsible and shall be held harmless by Tenant for vehicles, or damages caused by such vehicles, operated by Tenant, anyone else who operates a vehicle at Tenant's direction or on behalf of Tenant. All vehicle operators shall accept full responsibility for any damage or personal injury which may be caused by such vehicle operator while operating a vehicle on the Airfield Facilities or Landlord's other properties.



Tenant further acknowledges that it is aware that aircraft parked on the Airfield Facilities may have values which exceed Twenty-Five Million and No/100ths Dollars (\$25,000,000.00) and that an accident involving an aircraft could result in a lawsuit which results in a claim for significant amounts of money to effect repairs and to compensate the owner for damages and diminution of value.

Access to certain of the Airfield Facilities shall not be construed as a grant of access to other parts of the Airfield Facilities or ramps, taxiways, runways or other properties, access to which is specifically prohibited except for emergency vehicles, County-owned airport vehicles, law enforcement vehicles, and those other vehicles which have written permission from Landlord. Further, Tenant acknowledges that it shall comply with all McClellan Airfield briefings as they may be amended from time to time, and prior to entering the Airport Operations Area, will read and sign said briefings upon request.

18. Motor Vehicle Parking. Tenant's vehicles shall at no time be parked on the ramp, in the Hangar or at any other place on the Airfield Facilities except in designated vehicle parking areas located outside the perimeter fence. Landlord is not responsible for anything left in any vehicle while it is located at McClellan Park. Tenant acknowledges hereby that Tenant understands that any vehicle which remains parked in McClellan Park parking stalls for a period exceeding the specified period may be towed away at the expense and responsibility of the vehicle owner.

Certain vehicle parking spaces in Landlord's main parking lot adjacent to the operations building may be designated "Two Hour Parking Only" (or any other specified limited time period at the option of Landlord) spaces. Tenant acknowledges hereby that Tenant understands that any vehicle which remains parked in such parking spaces for a period exceeding the specified period may be towed at the expense and responsibility of the vehicle owner.

Tenant may, on a "first come, first served" basis, park and permit passengers and Tenant's employees who are at the Airfield Facilities for the purpose of utilizing Tenant's Aircraft to park their passenger cars and light trucks in **UNRESERVED** parking spaces in designated vehicle parking areas located on Landlord's property only for that period of time while they are at the Airfield or while they are away from the Airfield Facilities using aircraft which utilize the Airfield Facilities for primary transportation. Tenant shall specifically **not** park nor permit the long-term parking of any vehicles by Tenant's employees or associates for any other reason such as, but not limited to, vacation periods. Tenant shall not allow any Regulated Party or anyone else associated with Tenant to park any recreation vehicle, large truck, bus or other large highway vehicle in Landlord-designated vehicle parking areas or on those public streets adjacent to McClellan Park.

19. Signs. Tenant shall have no signage rights or any other identification rights on the inside or the outside of the Airfield Facilities (except as may otherwise be allowed by Landlord).

20. Tenant's Purchase of McClellan Jet Services Maintenance and Fuel Products. Landlord makes no warranties and accepts no liability for any services provided by any party other than Landlord.

Under no circumstances shall Tenant permit or conduct any self-fueling. Tenant shall not order fuel to be delivered by any fueling retailer or wholesaler to Tenant or the Aircraft other than Landlord's fuel supplier, except as may be directed in writing by Landlord.

21. Merchantability. Landlord makes no guarantee or warranty of any nature in connection with services provided by contractors or other third party service providers, tenants' services, the Airfield Facilities, or any other structures, ramps, taxiways, parking facilities, vehicles and properties. Landlord shall be responsible only for the specific services it may elect, from time to time, to provide. Tenant hereby agrees that Landlord bears no responsibility for providing replacement aircraft, alternative transportation, fuel supply or ramp storage facilities.

22. Cleaning Hangar Floor. Tenant shall keep the Hangar floor around the Aircraft clean. Tenant shall supply approved drip pans to protect the Hangar floors if deemed necessary by Landlord for the Aircraft. Landlord's personnel shall at normal intervals clean the Hangar floor. Hangar floors may have fuel, oil, grease, acid, water, soap, hydraulic fluid, alcohol or other aircraft service fluids on them due to spills, servicing, dripping, roof leaks or other unspecified reasons which may be slippery or in some way hazardous to the Tenant or other Regulated Parties. Tenant acknowledges responsibility for itself and its Regulated Parties and will be vigilant for such hazards and will take due care to protect itself and the Regulated Parties from such hazards.

23. Damage by Tenant. Tenant shall be responsible for the deterioration of the Hangar floor in and around the Aircraft to the extent that such deterioration was accelerated by the spillage of Aircraft fluids, fire, dropping of large objects, or any other cause other than normal wear and tear. Tenant shall be further responsible for any major or minor damage other than normal wear and tear, caused by Tenant to any ramps, taxiways, parking lots, landscaping, equipment, structures, or hangars, and to those other improvements associated with the other Airfield Facilities, Landlord's tenants, or the County of Sacramento.

24. Storage of Spare Parts. Tenant shall not store spare parts in the Hangar except those that fit into approved lockers or cabinets. Large spare parts such as engines, wings, control surfaces, interiors, landing gear components, and other large parts which will not fit in Tenant's approved metal locker or tool cabinet shall be stored outside the Airfield Facilities, or in other storage space specifically approved by Landlord and rented by Tenant from the Landlord for such purpose.

25. Fueling in Hangars. Tenant shall not require from Landlord, nor shall Tenant be permitted to have, Aircraft fueled inside the Hangar.

26. Fuel. Tenant shall not store gasoline or other flammable or dangerous materials other than those which are in the Aircraft in tanks specifically designed for such storage.

27. Hangar Lighting System. The Hangar lighting system is designed to provide adequate lighting for the storage and minor maintenance of aircraft. Additionally, Hangar lighting is divided into sectors to minimize utility costs within the Hangar. Tenant shall minimize the use of electricity so as to keep utility costs to a minimum. Night security lighting is insufficient for the purposes of walking within the Hangar. If Tenant requires access to the

Hangar after lighting has been reduced to minimum security levels, it shall request Landlord's personnel to increase lighting to a safe level.

28. Waste Disposal. Tenant shall properly dispose of all wastes associated with the operation of the Aircraft or Tenant's other operations in accordance with Landlord's procedures and all applicable laws. Tenant shall dispose of waste paper and garbage in trash cans located in the Hangar or in the large disposal bins located outside the Hangar. Tenant shall dispose of oils and purged fuels in Landlord-approved waste receptacles. Any other hazardous materials must be removed from McClellan Park at Tenant's expense in a manner approved by Landlord, the County of Sacramento, California OSHA, and any other governing agencies which may have jurisdiction over the disposal of Tenant's hazardous materials. Tenant shall contact Landlord for disposal of Tenant's human wastes in the lavatory dump cart. Landlord's personnel will provide a fee schedule for this service.

29. Hazardous Materials. Tenant shall not transport, either to or from the Airfield Facilities any hazardous materials as defined in the Federal Air Regulations without Landlord's specific written permission.

30. Operation of Hangar Doors. Tenant shall not operate hangar doors for any reason except as safety requirements may dictate. If Tenant wishes to have the Hangar doors moved, Tenant shall request Landlord's personnel to move the doors.

31. Business Operations. Tenant shall use the Hangar for Aircraft storage only, and shall not operate any public or private business out of the Hangar. The renting of hangar space to Tenant shall not grant to Tenant any other rights or privileges except the storage of Tenant's designated Aircraft.

32. Use of Electrical and Pneumatic Systems. Tenant may utilize the Hangar's pneumatic systems and 110, 220 and 480-volt electrical systems for any non-commercial purpose in support of the Aircraft. Electrical extension cords and air hoses used by Tenant shall be in good repair so as to prevent electrical shock and excessive operation of the air compressor system.

Tenant shall use only pneumatic and electrical hand tools, vacuum cleaners, and other small devices that are limited in their consumption of electrical energy. Tenant may use Fox carts, DC rectifiers, hydraulic mules, pressurization source equipment, and other large consumers of energy only after receiving specific written permission from Landlord. The Landlord may add a utility surcharge to the existing monthly rent if regular use of such equipment is required by Tenant.

33. McClellan Jet Services Facilities Available to Tenant. Tenant may utilize the following facilities within the Airfield Facilities at no extra charge (except as specified below) as part of the Agreement. Tenant's use of other areas shall be by arrangement with Landlord's management or other tenants:

- 1) Passenger Lounge;
- 2) Restrooms;
- 3) Pilots' Lounge (Pilots only);

- 4) VIP Conference Rooms (by appointment);
- 5) Waste Oil Tank (with written permission from Landlord); and
- 6) Weather Briefing and Flight Planning Room.

Tenant or Tenant's employees or other Regulated Parties' use of the locker room and shower shall be at Tenant's own risk. Any injury or damage to Tenant, its employees, or associates which results from the use of the locker room or shower, including, but not limited to, slip and falls, shall be the sole responsibility of Tenant.

Landlord makes no warranty as to the accuracy of any information regarding weather, airport conditions, or flight planning provided by, through or over any of Landlord's facilities either through Tenant's contractors or from a service provided by Landlord or any other company or individual. Use of any weather briefing and/or flight planning equipment is done at Tenant's own risk. Use of, and interpretation of, information located at the Airfield Facilities or supplied by Landlord is the responsibility of the pilot(s)-in-command of the Aircraft using the Airfield Facilities. Tenant specifically agrees that any liability resulting from or related to Tenant's pilots' and flight crews' use of Landlord's equipment shall not be the responsibility of Landlord.

34. Fire Suppression. An automatic fire suppression system is in place at the Airfield Facilities. Building 251 Hangars A,B and C bay systems are designed to operate automatically by picking up flame signatures on two of eight sensors installed in Hangar A and Hangar B, or by two of seven pull stations being manually activated. Hangars 239 and 240 are designed to operate by activating a series of overhead heat sensors, heat activated sprinklers and a low pressure switch. All hangars can be manually activated by pulling two of the manual pull stations in the desired hangar. Either of these conditions will start a countdown of thirty seconds until the release of AFFF fire suppression foam. **ABSOLUTELY NO OPEN FLAME OF ANY KIND IS PERMITTED UPON THE AIRFIELD FACILITIES OR INSIDE THE HANGARS AT ANY TIME.**

Tenant acknowledges that it shall comply with the McClellan Jet Services AFFF Foam Fire Suppression System Briefing attached hereto as Exhibit B-1, at all times and prior to occupying the Hangar and will read and sign such briefing, as may be amended from time to time.

35. Services Provided by McClellan Jet Services. Landlord shall provide only the following services so long as Landlord determines, in Landlord's sole and absolute discretion:

- 1) Aircraft Fueling;
- 2) Line Service;
- 3) Detailing;
- 4) Catering;
- 5) Ground Transportation; and
- 6) Maintenance.

Any other services provided at the Airfield Facilities may be provided only by parties designated in writing by Landlord. Landlord makes no guarantee or warranty as to the quality or level of any services provided by any such Landlord-designated parties.

36. Tenant's Normal Operations. Tenant shall advise Landlord, and shall request advance permission of Landlord, for any operation that is not a normally expected operation of the Aircraft and/or crew. Tenant shall not operate the Aircraft in any manner or perform any operations at the Airfield Facilities which are in violation of any municipal ordinance, or of any local, state, or federal law.

37. Insurance. Tenant shall file with Landlord at 3028 Peacekeeper Way, McClellan, California 95652, any and all insurance certificates required by the Agreement or these Rules, and Regulations.

38. Passenger and Cargo Loading. Tenant may load cargo into the Aircraft in the Hangar or in the vicinity of the Hangar at a location designated by Landlord. Passengers shall be loaded into the Aircraft from the ramp and may utilize the terminal or a vehicle for access to the Aircraft. Tenant shall use its best efforts to assist Landlord to limit, as much as practical, the access by passengers to the Airfield Facilities. Tenant is responsible for its passengers and other Regulated Parties while they are on the ramp. It is important that Tenant, its Regulated Parties, employees and passengers be aware of the danger associated with aircraft in operation especially but not limited to operating aircraft engines and the personal injury which can be caused by coming into contact with a turning propeller.

39. Landlord Equipment. Neither Tenant nor Tenant's Regulated Parties, agents, invitees or employees shall operate, for any reason, any of Landlord's ramp vehicles such as tugs, gas trucks, vans, or passenger transporters, or other equipment such as power carts, lavatory carts, and baggage carts.

40. Attachment to Hangar Structure. Tenant shall not attach to the Hangar structure, walls, or doors, for the purposes of restraint or lifting, any object such as an anchor, hoist or winch.

41. Lists for Hangar Access and Placement of Service Orders. Tenant shall provide Landlord a list of those individuals that may have access to the Hangar and those individuals that are authorized to place service orders at the Airfield Facilities. Tenant shall be responsible for payment for all services ordered for the Aircraft.

42. Credit Policy. Landlord may, at Landlord's sole discretion, extend credit to Tenant for the purchase of services and other products. Landlord may request Tenant to submit a credit application and additional financial information, as Landlord sees fit, to determine the creditworthiness of Tenant. In the event of non-payment by Tenant of invoices or statements from Landlord within the prescribed terms stated thereon; Landlord may use any of Tenant's prepaid rents and/or deposits under the Agreement to offset any such amounts owed to Landlord. Unless otherwise indicated in the Agreement, all statements shall be due and paid not more than fifteen (15) days after the date of such statement. Statements that are not paid by Tenant in accordance with the terms stated thereon shall accrue interest from the due date at the maximum legal rate. Landlord may, at Landlord's sole discretion, for any reason, and without notice to Tenant, deny or withhold previously approved or granted credit. Tenant shall place on file with Landlord an acceptable credit card with an adequate credit limit. Landlord may use, at



Landlord's sole discretion, such credit card for charging Tenant's purchases. A list of credit cards accepted by Landlord shall be available to Tenant upon request.

## EXHIBIT B-1

### McClellan Jet Services AFFF Foam Fire Suppression System Briefing

The following information is to inform the reader of the AFFF foam fire suppression system currently in use at McClellan Jet Services LLC, 3028 Peacekeeper Way, McClellan, California 95652.

#### Hangars 239 and 240

AFFF foam-water suppression systems have been installed in hangars 239 & 240. The hangars are equipped with heat activated closed head foam-water sprinklers, overhead heat detectors and a low pressure switch back up all of which need to be activated in order that the system will automatically deploy.

When the overhead heat sensors detect an overheat condition the system is armed, sounding an audible alarm and strobe lights begin to flash, after this if an automatic sprinkler is activated a low pressure switch will activate in turn allowing the water-foam system to deploy. When this happens there are two hose reel foam cannons located on the North and South sides of the hangars that are armed with foam. They do not deploy automatically, the cannons require an operator to take the hose to the fire point and release the foam from the nozzle by twisting, similar to a garden hose.

Manual deployment of the system should the automatic function fail is accomplished by pulling two of the pull stations located on 3 walls of the hangars. After the pull stations have been activated the same procedure as previously described applies.

#### **A, B and C Bays Building 251**

AFFF foam-water suppression systems have been installed in Hangars A, B and C, and the existing deluge sprinkler systems have been modified to wet-pipe systems, utilizing quick response, 175°F sprinklers. Each hangar is provided with eight AFFF, oscillating foam-water monitors.

Upon the activation of two or more triple-IR flame detectors installed throughout each of the hangars (eight detectors per hangar), the automatic releasing sequence for the foam-water monitors is initiated in the affected hangar. **This means the foam will discharge 30 seconds after the alarm sounds and the strobe lights begin flashing.** The only means to stop the flow is to close the four main water supply valves in front of the hangars which can be done only by McClellan Jet Services personnel. Upon activation the entire foam system will be depleted in approximately ten minutes per hangar, the water will continue to flow for approximately forty five minutes. Should this system be activated, exit the hangars and avoid contact with the AFFF foam. A material safety data sheet is available upon request and is kept at an MSDS station near the office entry door on the North wall of A Bay. Upon activation of a single flame detector, a general fire alarm is activated, but the automatic releasing sequence is not initiated. (This material is non toxic but will cause eye and skin irritation and should not be ingested.)

Building 251 is provided with a single fire alarm control panel, which provides the releasing means for both of these hangars. This panel is located in the offices of McClellan Jet Services. This office area is to the north of Hangar A. It should be noted that the releasing means is

exclusive for each hangar. In other words, if a minimum of two flame detectors activate in Hangar A, only the monitors in Hangar A will discharge.

**Please be aware that there is absolutely no open flame allowed in the hangars.** This system is calibrated to the standards set forth by the Sacramento County Fire Department and is extremely sensitive.

By signing this document you are acknowledging that you have read and understand the information contained.

Signed \_\_\_\_\_ Date \_\_\_\_\_











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

**Board of Directors Meeting**  
**July 22, 2021**

**Agenda Item No. 3A**  
**Discussion Calendar**

**Review of Purchasing Ordinance Special Procurement Provision**

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**Contact(s) for Further Information**

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**Summary**

This item is submitted per the request from Director Ward to review OCFA's purchasing provisions related to special procurements in order to have a full Board Discussion.

**Prior Board/Committee Action**

Following the first reading of the Proposed Purchasing Ordinance on April 28, 2016, the Board of Directors unanimously approved the Purchasing Ordinance on May 26, 2016.

At the May 27, 2021 meeting of the Board of Directors, the Board directed staff to delete the special procurement authorization and take review of the procurement process to the Budget and Finance Committee.

At the June 24, 2021 meeting of the Board of Directors, Director Ward requested that staff return at the next Board of Directors meeting with the staff report where the special procurement policy was implemented in order to have a full Board discussion.

**RECOMMENDED ACTION(S)**

Pleasure of the Board.

**Impact to Cities/County**

Not Applicable

**Fiscal Impact**

Not Applicable

**Background**

***Purchasing Ordinance***

On April 28, 2016, an agenda staff report was submitted to the Board of Directors detailing the comprehensive changes that were proposed to OCFA's purchasing requirements (Attachment 1). The revisions recommended by staff and ultimately approved by the Board were based on the American Bar Association Model Procurement Code, which includes a "Special Procurement" provision.

The Board provided specific feedback to staff to add documented justification and approvals by the Assistant Chief of Business Services and Chief Procurement Officer within the justification forms for sole source purchases and special procurements and in the Roles/Responsibilities/Authorities Matrix. At the May 26, 2016 meeting, the Board of Directors concluded the second reading of the ordinance and provided unanimous approval (Attachment 2, 3). Purchasing Ordinance 008 is included as Attachment 4.

### ***Special Procurement***

As requested by Director Ward during the June 24, 2021 Board of Directors meeting, attachments 1 and 2 provide the staff reports in which the special procurement policy was implemented and approved by the Board. Following is the special procurement provision as included in the Purchasing Ordinance:

**Section 1-23. Special Procurement.** *Notwithstanding any other provisions of this code, the Executive Committee or the Board of Directors may authorize procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance) when, due to unusual or special circumstances, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services). This is not applicable to the procurement of construction services (Section 1-50). The using department requesting a special procurement shall provide written evidence to support a special procurement determination. Any special procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the special procurement and for the selection of the particular contractor shall be maintained as public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and a wise exercise of discretion and is in the public interest.*

The Special Procurement provision generally allows the Board or Executive Committee (not staff) to authorize procurement of goods or services when the Board or the Executive Committee concludes “it would be in the best interest” of the OCFA to procure them without complying with competitive bidding or RFP.

### ***Examples of Past Special Procurements***

#### **I. Continuity of Service – It would not be feasible or advisable to move away from the current provider (i.e. operational inefficiency)**

AllStar Fire Equipment Co. for firefighter turnouts. The original contract was awarded in 2015 after a joint RFP with the City of Anaheim. At the time of contract expiration in 2020 there was five years remaining on the shelf life of the turnouts. This made a wholesale replacement of all turnouts at that point unnecessary and it would have been operationally inefficient to add a second manufacturer to the existing turnout program for as-needed replacements. Staff issued a request for information to determine if sufficient advances in turnout technology had been made since the 2015 agreement was awarded that would justify moving away from the current turnout provider. The three largest PPE manufacturers participated and provided their specifications. While some minor advancements had been

made in some areas, staff determined that OCFA's current turnouts still had the best specifications to protect our firefighters from the most common injuries incurred at OCFA (heat exhaustion). As a result, a Special Procurement was provided to the Executive Committee for their consideration in 2020.

**II. Time is of the Essence – A determination can be shown that timing of needed services would not allow for a solicitation process (non-emergency procurements)**

Courtney Aviation for aircraft services for the FIRIS pilot program. In 2019, notice of State funding was made late in the fire season. Due to the limited time frame, staff did not have sufficient time to conduct a full RFP which, for a project of this value and complexity, typically takes 120-180 days. Rather, staff contacted aircraft providers and found that they did not respond to our request for information or did not currently possess the required certifications to fly a California incident. A determination was made that timing of needed services would not allow for a solicitation process. Courtney Aviation responded to the request for information, and had available aircraft and the necessary licensing. Therefore, a Special Procurement was provided to the Board of Directors for their consideration.

**III. Significant Cost Savings Factor – A determination can be shown that it would be financially prudent to not issue a solicitation and/or move away from the current provider (i.e. cost prohibitive)**

Motorola Solutions, Inc. for 800 MHz portable and mobile radios. OCFA has standardized on Motorola radio equipment in participation in the Countywide Coordinated Communications System (CCCS). This equipment requires routine repair and replacement and although the Motorola radios and components are available through multiple distributors, all equipment must be programmed directly by Motorola in order to maintain compatibility with the rest of the County. Pricing for this purchase utilized the Orange County Contract Equipment Price Book Agreement #MA-060-21010004, resulting in a 27% price reduction for the radio equipment and 20% lower pricing for batteries and chargers. Additionally, OCFA's need aligned with a year-end promotion offered by Motorola yielding an additional 9% discount on radio equipment 5% discount on batteries and chargers. Staff determined this purchase could not be classified as a cooperative "piggyback". However, staff determined that this purchase met the parameters of the Special Procurement provision and therefore, a Special Procurement was provided to the Executive Committee for their consideration in 2020.

**IV. Organizational Need – A determination can be shown that a service provider will provide a significant benefit and satisfy an organizational need (i.e. added value to the organization)**

The Counseling Team International (TCTI) for behavioral health services. Following the tragic loss of an OCFA employee to suicide in 2016, OCFA created the domain objective of establishing a behavioral health and wellness program to address the increasingly high statistics of behavioral health issues among fire personnel. A Joint Labor Management (JLM) team was established to research how best to accomplish this objective. TCTI provides behavioral health/wellness counseling to many other first responder agencies, and has also provided crises counseling services to public agencies on numerous high-profile incidents. TCTI has numerous resources and personnel available to OCFA within the SoCal region and offer services to help personnel and people living in their household. At the time the agreement was awarded, the only other firm known to provide similar services was located in Northern California. The JLM unanimously recommended TCTI for award of the

agreement. Staff concurred with the recommendation of the JLM and a Special Procurement was provided to the Board of Directors for their consideration in 2017.

***Board of Directors May 27, 2021 Meeting - Review of Purchasing Ordinance and Purchasing Provisions of Roles/Responsibilities/Authorities Matrix***

At its May 27, 2021, Board of Directors meeting, the Board reviewed OCFA's purchasing provisions related to sole source and special procurements per the request from Director Bartlett, and reviewed the dollar thresholds delegated to OCFA management for authorizing purchasing transactions per the request from Director Kuo.

At the May 2021 meeting staff presented examples of past Sole Source and Special Procurements that have been approved since the adoption of the ordinance. This included a PowerPoint presentation in which staff highlighted the differences between Sole Source and Special Procurements and the justification provided at the time the procurements were considered and approved by the Board.

In addition, staff provided a matrix with statistics capturing the number of standard, sole source, and special procurements over the past five-years (FY 2016/17 through March 2021). The information highlighted that on average, over the past five-years, standard purchase and blanket orders comprised 98.74% of OCFA procurements. Sole source represents 0.78% and special procurement represents 0.48% of OCFA procurements. This information is highlighted in the following table:

	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21 (as of March 2021)
<b>Standard Purchase &amp; Blanket Orders</b> (excluding SS & SP)	<b>1,232</b>	<b>1,237</b>	<b>1,263</b>	<b>1,526</b>	<b>965</b>
<b>Sole Source (SS)</b>	<b>6</b> 5 Renewals	<b>9</b> 11 Renewals	<b>7</b> 2 Renewals	<b>2</b> 3 Renewals	<b>1</b> 1 Renewal
<b>Special Procurement (SP)</b>	<b>3</b> 0 Renewals	<b>6</b> 1 Renewal	<b>5</b> 1 Renewal	<b>7</b> 4 Renewals	<b>3</b> 0 Renewals

Following discussion at the May 2021 Board of Directors meeting, the Board directed staff to delete the Special Procurement authorization and take review of the procurement process to the Budget and Finance Committee.

**Attachment(s)**

1. April 28, 2016 Staff Report regarding the Purchasing Ordinance
2. May 26, 2016 Staff Report regarding the Purchasing Ordinance
3. May 26, 2016 Minutes of Board action approving the Purchasing Ordinance
4. OCFA Purchasing Ordinance No. 008



# **ATTACHMENT 1**





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

**Board of Directors Meeting**  
**April 28, 2016**

**Agenda Item No. 5A**  
**Discussion Calendar**

**Proposed New Purchasing Ordinance – Introduction**

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**Contact(s) for Further Information**

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**Summary**

This item is submitted for consideration to adopt a more comprehensive procurement ordinance to govern the Orange County Fire Authority procurement functions, and to discuss modifications to the Roles/ Responsibilities/Authorities Matrix for various procurements.

**Prior Board/Committee Action – Committee Recommendation: *APPROVE***

Ordinance No. 006 and No. 007 were adopted on April 23, 2009, and the purchasing items listed in the Roles/Responsibilities/Authorities Matrix were last updated February 26, 2015. At the November 3, 2015, Human Resources Committee meeting, Director Hatch inquired into the feasibility of delegating more responsibility from the Board of Directors to administration to enable management to award higher dollar purchasing contracts without requiring Board approval. Director Hatch requested staff to develop recommendations for further discussion with the Budget and Finance Committee.

At its regular April 13, 2016, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

1. Waive the full reading of the proposed Ordinance.
2. Introduce and read by title only proposed Ordinance No. 008 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 006 AND ORDINANCE NO. 007 AND ESTABLISHING THE PURCHASING RULES AND PROCEDURES OF THE ORANGE COUNTY FIRE AUTHORITY establishing a comprehensive procurement ordinance based on the American Bar Association Model Procurement Code.
3. Approve the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS AMENDING THE ROLES/RESPONSIBILITIES/AUTHORITIES MATRIX TO COINCIDE WITH THE NEW PURCHASING CODE.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

See attached extended background.

**Attachment(s)**

1. Ordinance No. 006 (current) Establishing Informal Bidding Procedures
2. Ordinance No. 007 (current) Establishing Purchasing Rules and Regulations
3. Proposed Ordinance No. 008 Establishing a Comprehensive Procurement Ordinance based on the Model Procurement Code
4. Purchasing Authorities Comparison Chart
5. Proposed Resolution Adopting the Roles/Responsibilities/Authorities Matrix for the OCFA

## **Background**

The Orange County Fire Authority's purchasing ordinances and guidelines were originally established in 1995 and 1996 when OCFA had just formed and the organization was in the early stages of developing fiscal controls. The existing ordinances provide for centralized procurement functions and were subsequently updated in 2003, and again in 2009, to provide for updates allowing for electronic processes, increase informal bid limits, and to refine outdated or redundant language.

No substantial changes were made to either of the ordinances since their inception. As a result, the requirements that govern our procurement practices today are substantially the same as they were when they were adopted. The purpose of the new ordinance is to simplify, clarify, centralize, and modernize the requirements governing the procurement functions of the OCFA.

### ***American Bar Association Model Procurement Code***

Based on a review of best practices in public procurement, staff is recommending a new comprehensive procurement ordinance or code based on the American Bar Association (ABA) Model Procurement Code (MPC). The MPC was initially developed and adopted in 1979 and updated in 2000. The MPC is identified as the most recognized regulatory model for state and local government in the country. Due to its longevity and exposure to countless procurement challenges, the MPC provides the best standard. The MPC has been adopted in part and in whole by thousands of local jurisdictions across the United States.

The MPC structure is intended to provide a flexible framework that promotes transparency, fairness, competition, and reliable processes for government agencies adopting a model procurement-based code. The proposed new Ordinance No. 008 is structured into twelve articles providing policies, legal remedies and ethical considerations as summarized below. Articles I through X cover basic policies for the procurement of supplies, services and construction; disposal of supplies; and legal remedies. Article XI is reserved for any new/additional policies that OCFA may elect to become subject to in the future and Article XII establishes ethical standards for procurement staff.

The MPC provides a guide for addressing common procurement related concerns. Current OCFA Ordinance Nos. 006 and 007 are missing some key components typically found in government procurement regulations such as, authorization for best value procurements (request for proposals), protest provisions and authorization for use of cooperative purchasing contracts. The need for further direction on these elements was referenced in an Internal Control Review of Purchasing Practices (2013), which referenced some of these concerns and suggested the adoption of a purchasing ordinance based on the MPC. Due to the comprehensive changes and combination of the two ordinances into one, it was not feasible to red-line the prior ordinances in the incorporation.

OCFA legal counsel has provided an in-depth review of the new proposed purchasing Ordinance No. 008 and supports the recommended changes.



### ***Research on Procurement Limits***

The current Roles/Responsibilities/Authorities matrix was updated on February 26, 2015. Staff has reviewed and compared the purchasing limits of larger regional agencies in the county including the County of Orange, Orange County Transportation Authority (OCTA), and Irvine Ranch Water District (IRWD). The City of Irvine was also included in the comparison and a chart of the findings is included (Attachment 4). Based on this comparison, staff is proposing changes in OCFA's purchasing authority limits that will put the OCFA thresholds in line with other regional agencies of like-size.

### ***Proposed Changes to Procurement Limits***

The recommended changes in the Roles and Responsibilities matrix will provide further clarification to OCFA staff and will allow for additional management authority in an effort to streamline the purchasing process for the day to day purchasing needs. The updated code will provide the legal backbone for the source selection and contract formation methods used in awarding Fire Authority contracts. ***The Executive Committee would retain the authority to approve non-competitive contracts and those with significant value and the Board would retain the authority for all formal public projects.***

Proposed revisions to the Roles and Responsibilities matrix include:

- References to applicable sections in the procurement code
- Separates commodity purchases and fixed assets allowing for different approval limits
- Increases management authority for the approval and amendment of commodity contracts (materials, equipment and supplies) so long as the annual contract amount remains less than \$250,000
- Provides for management authority to approve fixed asset purchases less than \$100,000 per unit
- Modifies management authority to approve service contracts less than \$100,000 annually, and for multi-year contracts when the total contract amount does not exceed \$500,000
- Further defines change orders and contract amendments with revised approval amounts
- Increases management authority for sole source purchases from \$25,000 to \$50,000 aggregate in order to align with the small purchase limits defined in Sec. 1-20 of the procurement code
- Addition of special procurements defined in Sec. 1-23 with management authority at the same limits as sole source (up to \$50,000). *Special procurements are for those purchases that are in the best interest to the Fire Authority that do not meet the definition of a sole source and reasons for not going through a solicitation process are validated*
- Included details of current thresholds from the Public Contract Code Section 22032
- Reduced management authority on informal public project change orders from \$50,000 to \$17,500 which equals 10% of the current informal amount defined in the Public Contract Code
- Added Board approval for change orders on formal public projects greater than 10% of the original contract amount or \$50,000 whichever is less
- Added the authority for the Fire Chief or his designee to declare an emergency and authorize procurement of equipment, services, construction services and supplies without competitive bidding requirements with reporting to follow at the next scheduled Board meeting

***Summary of Benefits in Adopting the Proposed MPC & Roles/Responsibilities Matrix***

The establishment of one comprehensive ordinance that governs procurement will create a clear and consistent guide for staff, vendors doing business with OCFA, and the public. The structure of the ordinance will allow for future amendments as required without rescinding and replacing the entire ordinance. Staff recommends adoption of a new OCFA Procurement Code, proposed Ordinance No. 008, which is based in large part upon the ABA Model Procurement Code.

Revision to the Roles, Responsibilities, and Authorities Matrix will provide the OCFA staff with the tools needed to address the daily needs of the Fire Authority while permitting the Executive Committee and the Board of Directors to retain oversight in the process.

**ORDINANCE NO. 006**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 002 AND ESTABLISHING INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (SECTION 22000, ET SEQ, OF THE PUBLIC CONTRACT CODE)**

**RECITALS**

A. WHEREAS, on February 22, 1996, the Orange County Fire Authority adopted OCFA Ordinance No. 002 establishing informal bidding procedures under the Uniform Public Construction Cost Accounting Act; and

B. WHEREAS, at the time of adoption of Ordinance 002, the UPCCAA authorized informal bidding procedures to be applied for construction contracts no greater than \$75,000, and accordingly, Ordinance 002 limited the application of informal bidding procedures to contracts no greater than \$75,000; and

C. WHEREAS, since the adoption of Ordinance 002, the UPCCAA has been amended to authorize public agencies to apply informal bidding procedures to larger construction contracts, with the limit presently set at \$125,000; and

D. WHEREAS, the Board of Directors wishes to replace the existing \$75,000 limitation established in Ordinance 002 with the maximum limit set forth in the UPCCAA, as that limitation may be amended from time to time, and to make related administrative changes in the procedures.

THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby ordain as follows:

Section 1. Repeal of Ordinance No. 002; Replacement.

As of the effective date of this Ordinance, Ordinance No. 002 is hereby repealed and replaced, in its entirety, with the provisions of this Ordinance.

Section 2.0 Informal Bid Procedures

Public works projects, as defined by the Uniform Public Construction Cost Accounting Act, and in accordance with the limits listed in Section 22302 of the Public Contract Code, as those limits may be amended from time to time, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

#### Section 2.1 Contractors List

A list of qualified contractors, identified according to categories of work, shall be developed and maintained by the Authority in accordance with the provisions of Section 22034 of the Public Contract Code and criteria established from time to time by the California Uniform Construction Cost Accounting Commission.

#### Section 2.2 Notice Inviting Informal Bids

Where a public works project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 2.1, or to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code, unless the product or service is proprietary. Additional contractors and/or construction trade journals may be notified at the discretion of the Authority. If there is no list of qualified contractors maintained by the Authority for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.

#### Section 2.3 Mailing of Notices and Description of Project

All mailing of notices to contractors or construction trade journals pursuant to Section 2.2 shall be completed not less than 10 calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

#### Section 2.4 Bids in Excess of the Formal Limit

If all bids received are in excess of the formal limit then set forth in Section 22032, the Board may, by passage of a resolution by a 4/5ths vote, award the contract to the lowest responsible bidder, if the Board determines the cost estimate was reasonable and if the contract amount does not exceed the maximum amount then permissible set forth in Section 22034.

#### Section 2.5 Award of Contracts

Except as specified under Section 2.4, the Orange County Fire Authority Purchasing Manager is authorized to award informally bid contracts pursuant to provisions of this ordinance.

#### Section 3. Severability

If any section, subsection, subdivision, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such invalidity shall not affect the validity of the entire Ordinance or any of the remaining portions.

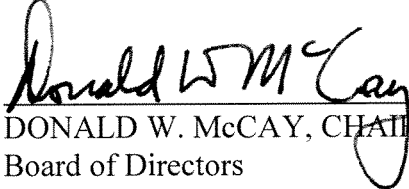
Section 4. Precedence

This Ordinance shall supercede the provisions of any previously adopted ordinance, resolution or policy inconsistent herewith.

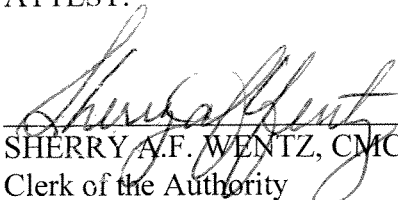
Section 5. Effective Date; Publication

This Ordinance shall take effect and be in force thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Orange County Register, a newspaper of general circulation published in the County of Orange.

PASSED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of April 2009.

  
DONALD W. McCAY, CHAIR  
Board of Directors

ATTEST:

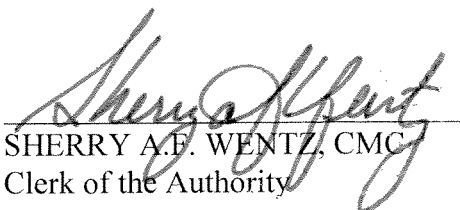
  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority



STATE OF CALIFORNIA     }  
COUNTY OF ORANGE       } ss.  
CITY OF ORANGE           }

I, SHERRY A.F. WENTZ, Clerk of the Orange County Fire Authority, do hereby certify that the foregoing Ordinance No. 006 was duly introduced and placed upon its first reading at a regular meeting of the Orange County Fire Authority Board of Directors on the 26<sup>th</sup> day of March 2009, and that thereafter, said Ordinance was duly adopted and passed at an adjourned regular meeting of the Board of Directors of the Orange County Fire Authority held on the 23<sup>rd</sup> day of April 2009, by the following vote, to wit:

AYES:	Joe Aguirre, Alternate, Placentia	Neil Blais, Rancho Santa Margarita
	Bill Campbell, County of Orange	Henry Charoen, La Palma
	Dr. Steven S. Choi, Irvine	Troy Edgar, Los Alamitos
	Trish Kelley, Mission Viejo	Don McCay, Buena Park
	Janet Nguyen, County of Orange	Jim Palmer, Alternate, Tustin
	Brad Reese, Villa Park	Nancy Rikel, Yorba Linda
	Martin Rhodes, Alternate, Laguna Woods	R. Craig Scott, Laguna Hills
	Todd Seymore, Cypress	David Shawver, Stanton
	David Sloan, Seal Beach	Tri Ta, Westminster
	Mark Tettemer, Lake Forest	Dr. Londres Uso, San Juan Capistrano
	Steven Weinberg, Dana Point	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Carmen Cave, Aliso Viejo	Gary Capata, Laguna Niguel
	Greg Sowards, Placentia	James Dahl, San Clemente
	Doug Davert, Tustin	

  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

**ORDINANCE NO. 007**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 005 AND ESTABLISHING THE PURCHASING RULES AND REGULATIONS OF THE FIRE AUTHORITY**

**RECITALS**

A. WHEREAS, on January 16, 2003, the Orange County Fire Authority adopted OCFA Ordinance No. 005 establishing the Authority's purchasing rules and regulations of the Fire Authority. Ordinance No. 005 established the general guidelines for all purchasing activities (except Public Works projects) of the Fire Authority; and

B. WHEREAS, Ordinance No. 005 limited more expedited informal bidding processes to contracts of not greater than \$5,000, the same limits established when the Fire Authority was established in 1995; and

C. WHEREAS, revising the informal bid limit to \$10,000 will help keep pace with the escalating cost of goods and services, and will result in efficiency savings; and

D. WHEREAS, additional improvements in contracting efficiency for the Fire Authority and those contracting with it can be achieved by: changing the award criteria for emergency purchases from "quickest" to "most value-added"; providing an alternate Published Notice requirement to include posting on the OCFA website; allowing for a secure, web-based system to receive formal bids; allowing posting of bid tabulations on the OCFA website; and allowing for posting bid solicitations on the OCFA website.

THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby ORDAIN:

Section 1. Repeal of Ordinance No. 005; Replacement:

As of the effective date of this Ordinance, Ordinance No. 005 is hereby repealed and replaced, in its entirety, with the provisions of this Ordinance.

Section 2. ADOPTION OF PURCHASING SYSTEM

In order to establish efficient procedures for the purchase of services, supplies and equipment; to secure for the Fire Authority supplies, equipment, services at the lowest possible cost commensurate with quality needed; to exercise positive financial control over purchases; to clearly define authority for the purchasing functions; to assure the quality of purchases; and to buy without favor or prejudice, a purchasing system is hereby adopted and shall control the procedure for all purchases except Public Works projects and as otherwise provided by law.

### Section 3. DEFINITION OF TERMS

The following terms, whenever used in this Ordinance, shall be construed as follows:

- A. Fire Authority: The Orange County Fire Authority.
- B. Purchases: Purchases of services, supplies and equipment shall include Master Lease Agreements and other debt service agreements.
- C. Purchasing Manager: The official appointed by the Fire Chief for enforcement of this division. The duties of the Purchasing Manager may be combined with those of another position.
- D. Services, Supplies and Equipment: Any and all services, articles, things, or personal property furnished to or used by the Fire Authority.

### Section 4. A CENTRALIZED PURCHASING PROGRAM

There is hereby created a centralized purchasing program within the Orange County Fire Authority in which is vested authority for the purchase of services, supplies and equipment. The Board of Directors shall adopt by resolution policies setting forth the authority and limitations of the centralized purchasing program.

### Section 5. PURCHASING MANAGER GENERAL POWERS

The Purchasing Manager shall direct and supervise the purchasing program. He/she shall appoint such deputies, assistants or other employees as shall from time to time be authorized. The Purchasing Manager utilizing sound professional purchasing practices, shall endeavor to obtain as full and open competition as reasonable on all purchases and shall award all purchases to qualified bidders. He/she shall furnish the Board of Directors with such reports and information as the Board may from time to time require, and shall establish methods and procedures necessary for the proper functioning of the purchasing program in an efficient and economical manner.

### Section 6. PURCHASING MANAGER AUTHORITY

The Purchasing Manager shall have the authority to:

- A. Purchase Material: Purchase all services, supplies, equipment and other personal property required by the Fire Authority in accordance with the policies and procedures adopted by the Board of Directors, administrative procedures approved by the Fire Chief, or as otherwise provided by law. Except in cases of emergency, pursuant to Section 12 or where the Board of Directors or the Executive Committee has retained authority, no purchase of services, supplies and

equipment by any person other than the Purchasing Manager or his or her appointed designee shall be binding upon the Fire Authority or constitute a lawful charge against Fire Authority funds.

- B. Contract Generally: Enter into any contract permitted by law, including but not limited to purchase orders, price agreements, equipment service contracts, lease purchase agreements, professional service contracts and rental agreements, subject to any restrictions set forth in this division or specifically provided for by law.
- C. Dispose of Surplus Property: Dispose of all Fire Authority surplus supplies and equipment and any other surplus personal property in accordance with the provisions of Section 13 of this Ordinance.

#### Section 7. PURCHASING REQUIREMENTS

Purchases of services, supplies, and equipment shall be made and accomplished in conformity with Section 8, except:

- A. When the amount is less than ten thousand dollars (\$10,000); or
- B. When the Purchasing Manager determines that an emergency exists which requires that an order be placed with the most value-added source of supply; or
- C. When an emergency exists pursuant to Section 12; or
- D. When the Purchasing Manager, with the approval of the Fire Chief, determines that the services, supplies, and equipment needed can feasibly be obtained from one source only; or
- E. When the Board of Directors has contracted for or transferred the authority to make the purchase of services, supplies and equipment to another governmental agency or officer thereof pursuant to lawful authority; or
- F. When the Board of Directors finds that the public interest and convenience require the purchase of services, supplies, and equipment utilizing purchasing agreements maintained by the county, state or other public agencies; or
- G. When the Board of Directors determines to dispense with such bidding and other procedures in any individual instance upon finding that it would be impractical, useless or uneconomical in such instance to follow the bidding or other procedures, and that the welfare of the public would be promoted by dispensing with the same.

Section 8. BIDDING - PROCEDURES

The bidding procedure for the Orange County Fire Authority shall be one of the following:

A. Formal Written Bid Process:

A formal written bid shall be processed as indicated below for all purchases where required by state and/or federal laws or when required by action of the Board of Directors or Executive Committee, but shall not apply to public works contracts. The process shall include the following components:

1. NOTICE INVITING BIDS. Notices inviting bids shall include a general description of the articles to be purchased and shall state where the bid documents and specifications may be secured and the time and place for opening bids.
  - a. Published Notice: The first notice inviting bids shall be published at least ten days before the opening of the bids. Notice shall be published at least twice, not less than five days apart, in a newspaper of general circulation, printed and published in the County of Orange; or the notice may be posted on the Fire Authority's website at least ten days prior to the opening of bids.
2. BIDDERS' SECURITY. When deemed necessary, or when required by state and/or federal law, bidders' security will be prescribed in the public notices inviting bids. The security shall be returned upon rejection of a bid, provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten days after the award of contract has been mailed, unless the Fire Authority is responsible for or agrees to the delay. The Board of Directors may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsive and responsible bidder. If the Fire Authority awards the contract to the next lowest responsive and responsible bidder, the amount of the lowest bidders' security shall be applied by the Fire Authority to the difference between the low bid and the second lowest bid, and the surplus, if any shall be returned to the lowest bidder or to the surety if a bidder's bond is used.
3. BID OPENING PROCEDURE. Sealed bids shall be submitted to the Fire Authority and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices.



A secure, web-based system or other appropriate media may be used in lieu of sealed bids opened in public, provided that the Purchasing Manager has approved the system for accuracy, confidentiality, and reliability.

A tabulation of all bids received shall be posted on the Fire Authority's website; or, open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening.

4. REJECTION OF BIDS. At its discretion, the Board of Directors may reject all bids presented and re-advertise for bids.
5. AWARD OF CONTRACTS. Contracts shall be awarded to the lowest responsive and responsible bidder, except as otherwise provided herein.
6. TIE BIDS. If two or more bids received are for the same total amount or unit price with equal quality and service, and if the public interest will not permit the delay of re-advertising for bids, the Fire Authority shall accept the bidder whose business is located within the OCFA service areas, or accept the one it chooses, or accept the lowest responsive and responsible bid made by negotiation with the tie bidders.
7. PERFORMANCE BONDS. The Board of Directors shall have the authority to require a performance bond before entering into a contract in such amount as it shall find reasonably necessary to protect the best interests of the Fire Authority. If the Fire Authority requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids or in the contract specifications.

B. Open Market Process:

Purchase of services, supplies, and equipment shall be made by the Purchasing Manager following the open market process described herein where neither state and federal laws nor action of the Board of Directors or Executive Committee require the use of the formal written bid process, or where these procedures are not otherwise exempted. This process shall include the following:

1. MINIMUM NUMBER OF BIDS. Open market purchases shall, whenever possible, be based on at least three bids.
2. SOLICITING BIDS. The Purchasing Manager shall solicit bids from prospective vendors by written request, FAX, telephone, or by public notice posted on the Fire Authority's website.

3. AWARD OF PURCHASE. Open market purchases shall be awarded to the most qualified bidder as determined by the Orange County Fire Authority.

#### Section 9. RECORD RETENTION

The Purchasing Manager shall maintain records of all sealed written bids and open market orders resulting therefrom for a period of one year after the submission of the bids or the placing of orders. This record, while so kept, shall be open to public inspection during regular business hours.

#### Section 10. ENCUMBRANCES OF FUNDS

Except in cases of emergency, or in cases where specific authority has been first obtained from the Fire Chief, the Purchasing Manager shall not issue any purchase orders for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which said purchase is to be charged. All purchases, regardless of encumbrances, shall be made in conformance with the policies established by this Ordinance.

#### Section 11. INSPECTION AND TESTING

The Purchasing Manager may inspect supplies and equipment delivered to determine their conformance with the specifications set forth in the order or contract. The Purchasing Manager shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine compliance with specifications.

#### Section 12. EMERGENCY PURCHASES

In the event services, equipment or supplies are immediately necessary for the preservation to life or property, emergency purchases may be made without compliance with Section 8 by:

The Fire Chief and/or his designee who shall provide a full report of the circumstances of all emergency purchases in excess of the Fire Chief's delegated authority. Such purchases require prior approval of the Chair or Vice-Chair and shall be reported at the next meeting of the Executive Committee.

#### Section 13. SURPLUS SUPPLIES AND EQUIPMENT

The process for the disposition of surplus supplies and equipment shall be as follows:

- A. Disposition of Surplus Property: The approved disposition process for surplus property will be determined by the Purchasing Manager and shall be in accordance with guidelines as established in the OCFA Purchasing Handbook.

- B. Donated Property: If the surplus property has an estimated value of less than \$5,000 and it is proposed that the property may be donated, the Purchasing Manager has the authority to determine whether the proposed donation of the surplus property to another local agency or non-profit organization is in keeping with the intent of the California Constitution. Under the California Constitution, when a public agency gives a surplus item to another organization, the item must be used for a public purpose of interest and benefit generally to the people of the agency's jurisdiction and in keeping with the agency's purpose. Said donations shall require the prior approval of the Fire Chief and a release of liability to OCFA from the agency accepting the surplus property. Donations of surplus property with an estimated value of \$5,000 or more must require prior approval of the Executive Committee or Board of Directors.
- C. Historical Surplus Property: Surplus Property deemed to have historical significance, by the Fire Chief and/or his designee, will be transferred and placed in the custody of a designated section manager for safe keeping.
- D. Surplus Property: The Purchasing Manager shall provide an annual report of surplus property disposition to the Assistant Chief of Business Services.

#### Section 14. SEVERABILITY

If any section, subsection, subdivision, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such invalidity shall not affect the validity of the entire Ordinance or any of the remaining portions.

#### Section 15. PRECEDENCE

This Ordinance shall supercede the provisions of any previously adopted ordinance, resolution or policy inconsistent herewith.

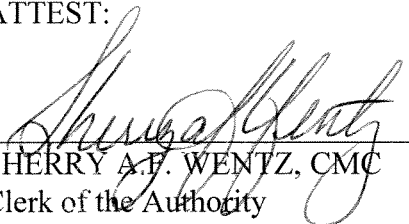
#### Section 16. EFFECTIVE DATE; PUBLICATION.

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage. Before the expiration of fifteen (15) days after its passage, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Register, a newspaper of general circulation published in the County of Orange.

PASSED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of April 2009.

  
DONALD W. McCAY, CHAIR  
Board of Directors

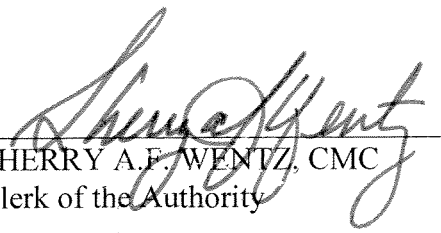
ATTEST:

  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

STATE OF CALIFORNIA     }  
COUNTY OF ORANGE       } ss.  
CITY OF ORANGE           }

I, SHERRY A.F. WENTZ, Clerk of the Orange County Fire Authority, do hereby certify that the foregoing Ordinance No. 007 was duly introduced and placed upon its first reading at a regular meeting of the Orange County Fire Authority Board of Directors on the 26<sup>th</sup> day of March 2009, and that thereafter, said Ordinance was duly adopted and passed at an adjourned regular meeting of the Board of Directors of the Orange County Fire Authority held on the 23<sup>rd</sup> day of April 2009, by the following vote, to wit:

AYES:	Joe Aguirre, Alternate, Placentia	Neil Blais, Rancho Santa Margarita
	Bill Campbell, County of Orange	Henry Charoen, La Palma
	Dr. Steven S. Choi, Irvine	Troy Edgar, Los Alamitos
	Trish Kelley, Mission Viejo	Don McCay, Buena Park
	Janet Nguyen, County of Orange	Jim Palmer, Alternate, Tustin
	Brad Reese, Villa Park	Nancy Rikel, Yorba Linda
	Martin Rhodes, Alternate, Laguna Woods	R. Craig Scott, Laguna Hills
	Todd Seymore, Cypress	David Shawver, Stanton
	David Sloan, Seal Beach	Tri Ta, Westminster
	Mark Tettemer, Lake Forest	Dr. Londres Uso, San Juan Capistrano
	Steven Weinberg, Dana Point	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Carmen Cave, Aliso Viejo	Gary Capata, Laguna Niguel
	Greg Sowards, Placentia	James Dahl, San Clemente
	Doug Davert, Tustin	

  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority



**ORDINANCE NO. 008**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 006 AND ORDINANCE NO. 007 AND ESTABLISHING THE PURCHASING RULES AND PROCEDURES OF THE ORANGE COUNTY FIRE AUTHORITY**

**RECITALS**

A. *WHEREAS*, on April 23, 2009, the Orange County Fire Authority adopted OCFA Ordinance No. 006 establishing informal bidding procedures under the Uniform Public Construction Cost Accounting Act; and

B. *WHEREAS*, on April 23, 2009, the Orange County Fire Authority adopted OCFA Ordinance No. 007 establishing the purchasing rules and procedures; and

C. *WHEREAS*, the Board wishes to replace these two ordinances with a single ordinance based on the American Bar Association Model Procurement Code.

*THEREFORE*, the Board of Directors of the Orange County Fire Authority does hereby ordain as follows:

Section 1. Repeal of Ordinance Nos. 006 and 007; Replacement.

As of the effective date of this Ordinance, Ordinance No. 006 and No. 007 are hereby repealed and replaced, in their entirety, with the Orange County Fire Authority Procurement Code attached hereto as Exhibit A.

Section 2. Effective Date; Publication.

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage. Before the expiration of fifteen (15) days after its passage, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Register, a newspaper of general circulation published in the County of Orange.

*PASSED, APPROVED and ADOPTED* this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
GENE HERNANDEZ, CHAIR  
OCFA Board of Directors

ATTEST:

\_\_\_\_\_  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

STATE OF CALIFORNIA    }  
COUNTY OF ORANGE       } ss  
CITY OF ORANGE           }

I, SHERRY A.F. WENTZ, Clerk of the Orange County Fire Authority, do hereby certify that the foregoing Ordinance No. 008 was duly introduced and placed upon its first reading at a regular meeting of the Orange County Fire Authority Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the Board of Directors of the Orange County Fire Authority held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote, to wit:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

**EXHIBIT A**

**ORANGE COUNTY FIRE AUTHORITY**  
**PROCUREMENT CODE**

- Art. I. In General, §§ 1-1--1-10**
- Art. II. Chief Procurement Officer Authority, §§ 1-11--1-14**
- Art. III. Source Selection and Contract Formation, §§ 1-15--1-40**
- Art. IV. Specifications, §§ 1-41--1-46**
- Art. V. Procurement of Public Works Projects and Professional Design Services, §§ 1-47--1-57**
- Art. VI. Contract Terms and Conditions, §§ 1-58--1-61**
- Art. VII. Cost Principles, §§ 1-62--1-65**
- Art. VIII. Materials Management, §§ 1-66--1-74**
- Art. IX. Legal and Contractual Remedies, §§ 1-75--1-125**
- Art. X. Cooperative Purchasing, §§ 1-126--1-131**
- Art. XI. Reserved, §§ 1-132--1-136**
- Art. XII. Ethics in Public Contracting, §§ 1-137--1-140**

**Article I. General Provisions**

- Sec. 1-1. General Law.
- Sec. 1-2. Applicability.
- Sec. 1-3. Definitions.
- Sec. 1-4. Supplementary general principles of law applicable.
- Sec. 1-5. Requirement of good faith.
- Sec. 1-6. Confidential information.
- Secs. 1-7--1-10. Reserved.

## **Article II. Chief Procurement Officer Authority**

Sec. 1-11. Authority of the Chief Procurement Officer.

Sec. 1-12. Written determinations.

Secs. 1-13, 1-14. Reserved.

## **Article III. Source Selection and Contract Formation**

Sec. 1-15. Definitions.

Sec. 1-16. Methods of source selection.

Sec. 1-17. Competitive sealed bidding.

Sec. 1-18. Competitive sealed proposals.

Sec. 1-19. Contracting for legal counsel.

Sec. 1-20. Small purchases.

Sec. 1-21. Sole source procurement.

Sec. 1-22. Emergency procurements.

Sec. 1-23. Special procurements.

Sec. 1-24. Cancellation of solicitations.

Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications

Sec. 1-26. Responsibility of bidders, offerors and respondents.

Sec. 1-27. Bid and contract security, material or service contracts.

Sec. 1-28. Types of contracts.

Sec. 1-29. Approval of accounting system.

Sec. 1-30. Multi-year contracts.

Sec. 1-31. Right to inspect.

Sec. 1-32. Right to audit records.

Sec. 1-33. Reporting of anticompetitive practices.

Sec. 1-34. Prospective vendors lists.

Sec. 1-35. Contract form and execution.

Sec. 1-36. Assignment of rights and duties.

Sec. 1-37--1-40. Reserved.

#### **Article IV. Specifications**

- Sec. 1-41. Definitions.
- Sec. 1-42. Maximum practicable competition.
- Sec. 1-43. Specifications prepared by other than Fire Authority personnel.
- Sec. 1-44. Brand name or equal specification.
- Sec. 1-45. Brand name specification.
- Sec. 1-46. Reserved.

#### **Article V. Procurement of Public Projects and Professional Design Services**

- Sec. 1-47. Definitions.
- Sec. 1-48. Procurement of public projects.
- Sec. 1-49. Public project informal bidding procedures.
- Sec. 1-50. Public project formal bidding procedures.
- Sec. 1-51. Procurement of professional design services.
- Sec. 1-52. Procurement of construction services.
- Sec. 1-53. Public project emergencies procedures.
- Sec. 1-54--1-57. Reserved.

#### **Article VI. Contract Terms and Conditions**

- Sec. 1-58. Contract terms and conditions.
- Secs. 1-59--1-61. Reserved.

#### **Article VII. Cost Principles**

- Sec. 1-62. Cost principles.
- Sec. 1-63. Cost or pricing data.
- Secs. 1-64, 1-65. Reserved.

#### **Article VIII. Materials Management**

- Sec. 1-66. Definitions.
- Sec. 1-67. Materials management guidelines.
- Sec. 1-68. Inventory management.
- Sec. 1-69. Disposition of surplus property.
- Secs. 1-70--1-74. Reserved.



## **Article IX. Legal and Contractual Remedies**

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- Sec. 1-76. Authority of the Chief Procurement Officer.
- Sec. 1-77. Right to protest.
- Sec. 1-78. Filing of a protest.
- Sec. 1-79. Time for filing protests.
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- Sec. 1-81. Confidential information.
- Sec. 1-82. Decision by the Chief Procurement Officer.
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- Sec. 1-85. Notice of appeal.
- Sec. 1-86. Stay of procurement during appeal.
- Sec. 1-87. Contract procurement officer report.
- Sec. 1-88. Dismissal by the Fire Chief.
- Sec. 1-89. Remedies.
- Sec. 1-90. Filing of a contract claim.
- Sec. 1-91. Chief Procurement Officer's decision.
- Sec. 1-92. Issuance of timely decision.
- Sec. 1-93. Appeals to the Fire Chief.
- Sec. 1-94. Fire Authority claims against a contractor.
- Sec. 1-95. Mediation.
- Sec. 1-96. Arbitration.
- Sec. 1-97. Final decision by the Fire Chief.
- Sec. 1-98. Judicial review of protests or claims.
- Sec. 1-99. Exclusive remedy.
- Secs. 1-100--1-115. Reserved.

## **Article X. Cooperative Purchasing**

- Sec. 1-116. Definitions.

Sec. 1-117. Applicability.

Sec. 1-118. Cooperative purchasing agreements required.

Sec. 1-119. Cooperative purchasing authorized.

Secs. 1-120, 1-121. Reserved.

**Article XI. Reserved**

Secs. 1-122--1-126. Reserved.

**Article XII. Ethics in Public Contracting**

Sec. 1-127. Procurement Ethics Standards

Secs. 1-128--1-130. Reserved.

## **ARTICLE I. GENERAL PROVISIONS**

### **Purpose**

The purpose of the Orange County Fire Authority Procurement Code is to:

- (a) Simplify, clarify, centralize, and modernize the Fire Authority's rules and regulations governing procurement.
- (b) Permit the continued development of best value procurement policies and practices.
- (c) Provide for increased public confidence in the procurement procedures followed by the Fire Authority.
- (d) Ensure the fair and equitable treatment of all persons who deal with the procurement system of the Fire Authority.
- (e) Provide increased economy in Fire Authority procurement activities and maximize, to the fullest extent practicable, the purchasing value of public monies of the Fire Authority, and foster effective broad-based competition within the free enterprise system.
- (f) Provide safeguards for the maintenance of a procurement system of quality and integrity.
- (g) Obtain in a cost-effective and timely manner the materials, services, and construction required by the Fire Authority to better serve its citizens.

### **Sec. 1-1. General Law.**

Pursuant to and to the extent required by Government Code Section 6509, the Orange County Fire Authority shall be restricted in the exercises of its powers in the same manner as is a general law city in accordance with the joint power agreement formed as of February 3, 1995, and as subsequently amended.

### **Sec. 1-2. Applicability.**

*Sec. 1-2(1).* The provisions of this code shall apply to the following:

- (a) Every expenditure of public monies by the Fire Authority irrespective of their source, including State and Federal assistance monies, for the procurement of materials, services, and public projects;
- (b) Disposal of property; and
- (c) Contracts where there is no expenditure of public monies or where the Fire Authority is offering something of value to the business community when the Fire Authority determines source selection and award of a contract.

*Sec. 1-2(2).* The following are exempt from the provisions of this code:

- (a) Grants awarded by the Fire Authority and approved by the Board of Directors;
- (b) The purchase, sale or lease of Fire Authority real property;
- (c) Contracts for professional witnesses if the purpose of such contracts is to provide for services or testimony relating to an existing or probable judicial proceeding in which the Fire Authority

is or may become a party to, and contracts for special investigative services for law enforcement purposes;

(d) Agreements negotiated by the Fire Authority in settlement of litigation or threatened litigation; or

(e) Contracts with other governmental agencies.

### **Sec. 1-3. Definitions.**

In this code, unless the context otherwise requires:

*Sec. 1-3(1). "Business"* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

*Sec. 1-3(2). "Change order"* means a written document authorized by the Chief Procurement Officer which directs the contractor to make changes with or without the consent of the contractor.

*Sec. 1-3(3). "Chief Procurement Officer"* means the official appointed by the Fire Chief as the purchasing and materials manager and the central procurement and contracting authority for the Fire Authority.

*Sec. 1-3(4). "Contract"* means all types of Fire Authority agreements, regardless of what they may be called, for the procurement of materials, maintenance, services, public works, construction or the disposal of materials.

*Sec. 1-3(5). "Construction"* means the process of building, reconstructing, erecting, altering, renovating, improving, demolishing, or repairing any Fire Authority owned, leased, or operated facility. Construction does not include maintenance work, which is defined to include routine, recurring, and usual work for the preservation or protection of any Fire Authority owned or operated facility for its intended purposes.

*Sec. 1-3(7). "Contract officer"* means any person duly authorized by the Chief Procurement Officer to facilitate the source selection process, including but not limited to; preparing solicitations and written determinations, conducting negotiations, making award recommendations, and administering contracts.

*Sec. 1-3(8). "Contractor" or "Consultant"* means any person who has a procurement contract with the Fire Authority.

*Sec. 1-3(9). "Days"*, unless otherwise specified, means calendar days and shall be computed by excluding the first day and including the last working day, unless the last day is a holiday, and then it is also excluded.

*Sec. 1-3(10). "Department"* means the Purchasing Section of the Business Services Department.

*Sec. 1-3(11). "Designee"* means a duly authorized representative of the Chief Procurement Officer, designated by the Chief Procurement Officer.

*Sec. 1-3(12). "Disposal of material"* means sale of surplus property by public auction, including online electronic auction, competitive sealed bidding, small purchase procedures, recycling, or other appropriate method designated by this code.

*Sec. 1-3(13). "Electronic"* means electrical, digital, magnetic, optical, electromagnetic, or any other

similar technology.

*Sec. 1-3(14). "Emergency"* means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

*Sec. 1-3(15). "Executive Committee"* means the Executive Committee of the Orange County Fire Authority Board of Directors.

*Sec. 1-3(16). "Fire Authority"* means the Orange County Fire Authority.

*Sec. 1-3(17). "Grant"* means the furnishing of assistance, whether financial or otherwise, to any person to support a program authorized by law. Grant does not include an agreement whose primary purpose is to procure a specific end product, whether in the form of materials, services or construction. A contract resulting from such an agreement is not a grant but a procurement contract.

*Sec. 1-3(18). "Materials"* means all property, including but not limited to, equipment, supplies, printing, insurance and buildings but does not include land, a permanent interest in land or leases of real property.

*Sec. 1-3(19). "Person"* means any corporation, consultant, business, individual, union, committee, club, other organization or group of individuals.

*Sec. 1-3(20). "Procurement"* means buying, purchasing, renting, leasing, or otherwise acquiring any materials, services, or construction. Procurement also includes all functions that pertain to the acquisition of any material, service, or construction including but not limited to, description of requirements, selection and solicitation of sources, preparation, negotiation and, award of contract, and all phases of contract administration.

*Sec. 1-3(21). "Professional service"* means a unique, technical function performed by an independent contractor or firm qualified by education, experience, and/or technical ability to provide services and may include consulting, marketing analysis, banking services, auditing, software development/design, and editing services.

*Sec. 1-3(22). "Public notice"* means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods may include electronic mailing lists and a website maintained for that purpose.

*Sec. 1-3(23). "Services"* means the furnishing of labor, time or effort by a contractor, consultant, subcontractor or sub-consultant which does not involve the delivery of a specific end product other than required design documents or reports and performance. Services do not include employment agreements or collective bargaining agreements. The definition of services includes, but is not limited to: consulting, personal, professional, legal counsel, auditing, technical, professional design and construction services.

*Sec. 1-3(24). "Sole Source"* means a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions.

*Sec. 1-3(25). "Subcontractor or subconsultant"* means a person who contracts to perform work or render service to a contractor or consultant as defined by this section or to another subcontractor or subconsultant as a part of a contract with the Fire Authority.



*Sec. 1-3(26). "Written or in writing"* means the product of any method for forming characters on paper or other material or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

*Sec. 1-3(27). "Using department"* means any organizational unit of the Fire Authority, which utilizes any materials, services or construction procured under this code.

**Sec. 1-4. Supplementary general principles of law applicable.**

Unless displaced by the particular provisions of this code, the principles of law and equity, including the uniform commercial code of this state, the common law of contracts as applied in this state and law relative to agency, fraud, misrepresentation, duress, coercion and mistake supplement the provisions of this code.

**Sec. 1-5. Requirement of good faith.**

This code requires all parties involved in the negotiation, performance, or administration of Fire Authority contracts to act in good faith.

**Sec. 1-6. Confidential information.**

All bids, proposals, offers, specifications, or protests submitted to the Fire Authority are subject to public inspection and disclosure under the California Public Records Act (Government Code Section 6250 et seq.). If a person believes that any portion of its bid, proposal, offer, specifications or protest is exempt from public disclosure, such portion may be marked "confidential." Except as required by law or court order, the Fire Authority will use reasonable means to ensure that such confidential information is safeguarded.

**Secs. 1-7--1-10. Reserved.**

## **ARTICLE II. CHIEF PROCUREMENT OFFICER AUTHORITY**

**Sec. 1-11. Authority of the Chief Procurement Officer.**

*Sec. 1-11(1).* Except as otherwise provided in this code, the Chief Procurement Officer may adopt operational procedures consistent with this code governing the procurement and management of all materials, services, and construction to be procured by the Fire Authority and the disposal of materials.

*Sec. 1-11(2).* The Chief Procurement Officer shall serve as the central procurement and contracting authority of the Fire Authority.

*Sec. 1-11(3).* Except as otherwise provided in this code, the Chief Procurement Officer shall:

- (a) Procure or supervise the procurement of all materials, services and construction needed by the Fire Authority and establish the methods and procedures necessary for the proper, efficient, and economical functioning of the procurement program.
- (b) Establish guidelines for the management of all inventories of materials belonging to the Fire Authority.
- (c) Sell, trade or otherwise dispose of surplus materials belonging to the Fire Authority in accordance with the provisions of Section 1-69.

- (d) Prepare, issue, revise, maintain, and monitor the use of specifications for materials, services and construction required by the Fire Authority.
- (e) Manage the Fire Authority's procurement card (pCard) program.
- (f) Furnish the Board of Directors with such reports and information as the Board may require.

*Sec. 1-11(4).* The Chief Procurement Officer may delegate procurement authority to designees or to any using department or official of the Fire Authority.

*Sec. 1-11(5).* The Chief Procurement Officer may determine in writing that noncompliance with any provision of this code is not substantial and may allow for correction or may waive minor informalities or irregularities. The basis for the decision shall be included in the determination.

*Sec. 1-11(6).* The Chief Procurement Officer, in accordance with this code, shall have the authority to award contracts not exceeding the amount defined under management authority in the Roles and Responsibilities Matrix. Contracts exceeding management authority shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or the Board of Directors.

*Sec. 1-11(7).* Except in cases of emergency, pursuant to Section 1-22, or where the Board of Directors or the Executive Committee has retained authority, no purchase of services, supplies and equipment by any person other than the Chief Procurement Officer or designee shall be binding upon the Fire Authority or constitute lawful charge against Fire Authority funds.

**Sec. 1-12. Written determinations.**

Written determinations required by this code shall be retained in the department.

**Secs. 1-13, 1-14. Reserved.**

## **ARTICLE III. SOURCE SELECTION AND CONTRACT FORMATION**

**Sec. 1-15. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-15(1). "Best value"* means a method in the competitive sealed proposal process which permits the evaluation of criteria to determine the best overall value to the Fire Authority.

*Sec. 1-15(2). "Discussions"* means communication with an offeror, bidder or respondent for the purpose of:

- (a) Eliminating minor irregularities, informalities, or apparent clerical mistakes in the offer or response;
- (b) Clarifying any offer or response to assure full understanding of, and responsiveness to, solicitation requirements;
- (c) Resolving minor variations in contract terms and conditions; or
- (d) Establishing the competency or financial stability of any offeror, bidder or respondent.

*Sec. 1-15(3). "Invitation for bid"* means all documents, written or electronic, whether attached or

incorporated by reference, which are used for soliciting bids in accordance with the procedures prescribed in Section 1-17.

*Sec. 1-15(4). "Minor informalities or irregularities"* means mistakes, or non-judgmental errors, that have negligible effect on price, quantity, quality, delivery, or other contractual terms whereby the waiver or correction of such mistakes does not prejudice other bidders, offerors or respondents.

*Sec. 1-15(5). "Negotiations"* means an exchange of information or any form of cooperation during which the offeror and the Fire Authority may alter or otherwise change the conditions, terms, and price, unless prohibited, of the proposed contract.

*Sec. 1-15(6). "Registered supplier"* means a supplier, vendor, or contractor that that has registered as an interested party to do business with the Fire Authority.

*Sec. 1-15(7). "Request for proposals"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting proposals in accordance with procedures prescribed in Section 1-18.

*Sec. 1-15(8). "Request for qualifications"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting responses from qualified respondents in accordance with Article V.

*Sec. 1-15(9). "Responsible bidder, offeror, or respondent"* means a person who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the procurement contract.

*Sec. 1-15(10). "Responsive bidder"* means a person who submits a bid which conforms in all material respects to a solicitation.

*Sec. 1-15(11). "Solicitation"* means an invitation for bids, a request for technical proposals, a request for proposals, a request for qualifications, a request for quotations, or any other invitation or request by which the Fire Authority invites a person to participate in a procurement.

#### **Sec. 1-16. Methods of source selection.**

All contracts of the Fire Authority shall be awarded by one of the methods of source selection specified in this code.

#### **Sec. 1-17. Competitive sealed bidding.**

*Sec. 1-17(1). Invitation for bids.*

- (a) Competitive sealed bids shall be solicited through an invitation for bids. The invitation for bids shall include specifications and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.
- (b) A prequalification process may be conducted prior to the issuance of an invitation for bids in order to establish a list of qualified bidders. In the event a prequalification process is used, the contract officer shall only consider bids that are submitted from prequalified bidders.

*Sec. 1-17(2). Public notice.* Notice of the invitation for bids shall be electronically posted and the invitation for bids shall be available for public inspection not less than fourteen (14) days prior to the date set forth therein for the opening of bids. A shorter time may be deemed necessary for a particular procurement as determined in writing by the Chief Procurement Officer. The public notice

shall state the place, date, and time of bid opening.

*Sec. 1-17(3). Pre-bid conference.* The Chief Procurement Officer may conduct a pre-bid conference. If a pre-bid conference is conducted, it shall be not less than seven days before the bid due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-17(4). Solicitation amendment.* The Chief Procurement Officer shall issue a solicitation amendment to do any or all of the following:

- (a) Make a correction in the solicitation;
- (b) Correct defects or ambiguities;
- (c) Provide additional information or instructions; or
- (d) Extend the offer due date and time if the Chief Procurement Officer determines that an extension is in the best interest of the Fire Authority.

If a solicitation is changed by a solicitation amendment, the Chief Procurement Officer shall post the amendment electronically and notify registered suppliers. It is the responsibility of the offeror to obtain any solicitation amendments and acknowledge receipt of amendment as specified in the solicitation amendment.

*Sec. 1-17(5). Late bids.* A bid is late if it is received at the location designated in the invitation for bids after the time and date set for bid opening. A late bid shall be rejected. Bidders submitting bids that are rejected as late shall be so notified.

*Sec. 1-17(6). Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. A secure web-based system or other appropriate media may be used in lieu of public bid opening, provided that the accuracy, confidentiality, and reliability is maintained. The name of each bidder and the amount of each bid, as well as other relevant information as the Chief Procurement Officer deems appropriate shall be recorded. Unless otherwise determined by the Chief Procurement Officer, this record shall be open to public inspection. In the event no attendees are present for bid opening, the sealed bids shall be opened by the department and a "bid" or "no bid" may be recorded on the tabulation. The bids shall not be available for public inspection until after a contract is awarded. After a notice of intent to award is issued or, in the absence of a notice of intent to award, after final execution of the contract, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-17(7). Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this code. Bids shall be evaluated based on the requirements set forth in the invitations for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids.

*Sec. 1-17(8). Correction or withdrawal of bids; cancellation of awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received by the department prior to the time set for bid opening.

Mistakes discovered after bid opening may be modified or withdrawn only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other bid provisions prejudicial to the interest of the Fire Authority or fair competition shall be permitted. In lieu of bid correction, a bidder alleging a mistake may be permitted to withdraw its bid if:

- (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Chief Procurement Officer.

*Sec. 1-17(9). Contract award.*

- (a) *General.* The contract shall be awarded by appropriate notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to requirements and criteria set forth in the invitation for bids.
- (b) *Public record.* After the Fire Authority issues a notice of intent to award, or in the absence of a notice of intent to award upon final contract execution, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.
- (c) *Encumbrance of funds.* Except in cases of emergency, or in cases where specific authority has been first obtained from the Fire Chief, the Chief Procurement Officer shall not issue any purchase orders for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which said purchase is to be charged. All purchases, regardless of encumbrances, shall be made in conformance with the policies established by this code.
- (d) *Procurement of recycled material.* Recycled products shall be used whenever practicable when they are of comparable quality, of equivalent price and appropriate for the intended use. Recycled products shall be procured in accordance with Public Contract Code, Section 22150, et seq.

*Sec. 1-17(10). Low tie bids.* If there are two (2) or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria and that meet all the requirements and criteria set forth in the invitation for bids, award may be made by random selection in a manner prescribed by the Chief Procurement Officer.

**Sec. 1-18. Competitive sealed proposals.**

*Sec. 1-18(1). Request for proposals.*

- (a) Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall include a scope of work and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.



- (b) A prequalification process may be conducted prior to the issuance of a request for proposals in order to establish a list of qualified offerors. In the event a prequalification process is used, the contract officer shall only consider proposals that are submitted from prequalified offerors.

*Sec. 1-18(2). Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 1-17(2).

*Sec. 1-18(3). Pre-proposal conference.* The Chief Procurement Officer may conduct a pre-proposal conference. If a pre-proposal conference is conducted, it shall be not less than seven days before the offer due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-18(4). Solicitation amendment.* Solicitation amendments shall be handled in the same manner as provided in Section 1-17(4).

*Sec. 1-18(5). Late proposals.* A proposal is late if it is received at the location designated in the request for proposals after the time and date set for receipt of proposals. Late proposals shall be rejected in accordance with Section 1-17(5).

*Sec. 1-18(6). Receipt of proposals.* Proposals shall not be opened publicly. No proposals shall be handled as to permit disclosure of the contents of any proposal to competing offerors. Proposals shall be open for public inspection after final execution of the contract, except to the extent that the withholding of information is permitted or required by law. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-18(7). Evaluation of proposals.*

- (a) *Evaluation criteria.* The request for proposals shall state the criteria to be used in the evaluation of the proposals and shall include their relative importance. Specific numerical weighting is not required.
- (b) *Selection committee.* The Chief Procurement Officer shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No other factors or criteria may be used in the evaluation.

*Sec. 1-18(8). Discussion with offerors.* Discussions may be conducted with offerors.

*Sec. 1-18(9). Negotiations with offerors and revisions to proposals.* Negotiations may be conducted with offerors. 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.

- (a) *Concurrent negotiations.* Negotiations may be conducted concurrently with offerors for the purpose of determining source selection and/or contract award.
- (b) *Exclusive negotiations.* Exclusive negotiations may be conducted with the offeror whose proposal is determined in the source selection process to be most advantageous to the Fire Authority. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the Fire

Authority may enter into exclusive negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

*Sec. 1-18(10). Contract award.* Contract award shall be made by the Chief Procurement Officer to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Fire Authority taking into consideration the evaluation criteria set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

#### **Sec. 1-19. Contracting for legal counsel.**

*Sec. 1-19(1). Authority.* For the purpose of procuring the services of legal counsel, as defined by the laws of the state, contracts for the services of legal counsel shall be awarded with the authorization of the Board of Directors or the Executive Committee except as otherwise provided by law.

*Sec. 1-19(2). Conditions for use.* Unless determined by the Board of Directors or the Executive Committee that direct selection is in the best interest of the Fire Authority, the services of legal counsel shall be procured in accordance with this code.

#### **Sec. 1-20. Small purchases.**

*Sec. 1-20(1). General.* Any contract for the purchase of supplies, equipment and services (including maintenance) not exceeding fifty thousand dollars (\$50,000.00) may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

*Sec. 1-20(2). Small purchases over ten thousand dollars (\$10,000.00).* Insofar as it is practical for small purchases in excess of ten thousand dollars (\$10,000.00) but less than fifty thousand dollars (\$50,000.00), no less than three (3) businesses shall be solicited to submit quotations. Award shall be made to the responsible bidder submitting the quotation which is most advantageous to the Fire Authority and conforms in all material respects to the solicitation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be maintained as a public record. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest of the Fire Authority to do so.

*Sec. 1-20(3). Small purchases less than ten thousand dollars (\$10,000.00).* The Chief Procurement Officer shall adopt operational procedures for making small purchases of ten thousand dollars (\$10,000.00) or less.

#### **Sec. 1-21. Sole source procurement.**

Notwithstanding any other provisions of this code, a contract may be awarded without competition when the Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service, or construction item. The using department requesting a sole source procurement shall provide written evidence to support a sole source determination. The Chief Procurement Officer may require that negotiations are conducted as to price, delivery, and terms. The Chief Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or Board of Directors. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a

public record.

**Sec. 1-22. Emergency procurements.**

Notwithstanding any other provisions of this code, the Fire Chief may make or authorize others to make emergency procurements of materials, services, or construction when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with Sections 1-17, 1-18, 1-49, or 1-50 contrary to the public interest; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The using department requesting an emergency procurement shall provide written evidence to support an emergency determination. An emergency procurement shall be limited to those materials, services, or construction necessary to satisfy the emergency need. Emergency procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Chair or Vice Chair of the Board of Directors. A written determination of the basis for the emergency and for the selection of the particular contractor shall be maintained as a public record.

**Sec. 1-23. Special procurements.**

Notwithstanding any other provisions of this code, the Executive Committee or the Board of Directors may authorize procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance) when, due to unusual or special circumstances, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services). This is not applicable to the procurement of construction services (Section 1-50). The using department requesting a special procurement shall provide written evidence to support a special procurement determination. Any special procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer of the basis for the special procurement and for the selection of the particular contractor shall be maintained as public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and a wise exercise of discretion and is in the public interest.

**Sec. 1-24. Cancellation of solicitations.**

*Sec. 1-24(1). Cancellation of solicitations.* An invitation for bids, a request for proposals, a request for qualifications, or other solicitation may be cancelled, or any or all bids, proposals or statements of qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the Fire Authority.

*Sec. 1-24(2). Prior to opening.*

- (a) As used in this section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications or receipt of proposals in competitive sealed proposals.
- (b) Prior to opening, a solicitation may be cancelled in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services, or construction;
  - ii. The Fire Authority no longer can reasonably expect to fund the procurement; or
  - iii. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is in the best interest of the Fire Authority.

- (c) When a solicitation is cancelled prior to opening, notice of cancellation shall be publicly posted.
- (d) The notice of cancellation shall:
  - i. Identify the solicitation;
  - ii. Briefly explain the reason for cancellation; and
  - iii. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services, or construction.

*Sec. 1-24(3). After opening.*

- (a) After opening but prior to award, all bids, proposals or statements of qualifications may be rejected in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services or construction;
  - ii. Ambiguous or otherwise inadequate specifications or scopes of work were part of the solicitation;
  - iii. The solicitation did not provide for consideration of all factors of significance to the Fire Authority;
  - iv. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
  - v. All otherwise acceptable bids, statements of qualifications or proposals received are at clearly unreasonable prices;
  - vi. There is reason to believe that the bids, statements of qualifications or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or
  - vii. Competition was insufficient.
- (b) A notice of rejection shall be sent to all persons that submitted bids, statements of qualifications or proposals, and it shall conform to subsection 1-24(2) (d) of this section.
- (c) If all bids, proposals or request for qualifications are rejected, all bids, proposals or statements received shall remain, to the extent possible, confidential.

*Sec. 1-24(4). Documentation.* The reasons for cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

**Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications.**

- (a) A bid may be rejected if:
  - i. The bidder is determined to be non-responsible pursuant to Section 1-26;
  - ii. The bid is nonresponsive in accordance with Section 1-17; or
  - iii. It is otherwise not advantageous to the Fire Authority.
- (b) A proposal, statement of qualifications, or quotation may be rejected if:

- i. The person responding to the solicitation is determined to be non-responsible pursuant to Section 1-26; or
- ii. The proposal is incomplete, nonresponsive to solicitation requirements; or
- iii. The proposed price exceeds available funds or is unreasonable; or
- iv. It is otherwise not advantageous to the Fire Authority.

(c) The reasons for rejection shall be made a part of the procurement file and shall be available for public inspection.

#### **Sec. 1-26. Responsibility of bidders, offerors and respondents.**

*Sec. 1-26(1). Findings of non-responsibility.* If a bidder, offeror or respondent who otherwise would have been awarded a contract is found non-responsible, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the contract officer. The unreasonable failure of a bidder, offeror or respondent to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a finding of non-responsibility with respect to such bidder or offeror. The written finding shall be made part of the contract file and be made a public record.

*Sec. 1-26(2). Right of nondisclosure.* Except as required by law or court order, confidential information furnished by a bidder, offeror or respondent pursuant to this section shall not be disclosed by the Fire Authority outside of the agency, or using department, without prior written consent by the bidder, offeror or respondent.

*Sec. 1-26(3). Factors.* Factors to be considered in determining if a prospective contractor is responsible include:

- (a) The proposed contractor's financial, physical, personnel or other resources, including subcontracts;
- (b) The proposed contractor's record of performance and integrity;
- (c) Whether the proposed contractor is qualified legally to contract with the Fire Authority; and
- (d) Whether the proposed contractor supplied all necessary information concerning its responsibility.

*Sec. 1-26(4). Responsibility criteria.* The contract officer may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation.

#### **Sec. 1-27. Bid and contract security, material or service contracts.**

The Chief Procurement Officer may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Chief Procurement Officer shall consider the nature of the performance and the need for future protection to the Fire Authority. The requirement for security must be included in the invitation for bids, invitation for reverse auction bids or request for proposals. Failure to submit security in the amount and type of security required may result in the rejection of the bid or proposal.

#### **Sec. 1-28. Types of contracts.**

Subject to the limitations of this code, any type of contract which will promote the best interests of the Fire Authority may be used.



**Sec. 1-29. Approval of accounting system.**

The Chief Procurement Officer may require that the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles prior to award of a contract.

**Sec. 1-30. Multi-year contracts.**

Unless otherwise provided by law, a contract for materials, services or construction may be entered into for any period of time deemed to be in the best interest of the Fire Authority, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

**Sec. 1-31. Right to inspect.**

The Fire Authority may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or sub-consultant that is related to the performance of any contract awarded or to be awarded by the Fire Authority.

**Sec. 1-32. Right to audit records.**

*Sec. 1-32(1).* The Fire Authority may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data as provided in Article VII of this code to the extent that the books and records relate to the cost or pricing data. Any person who is awarded a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless otherwise specified in the contract.

*Sec. 1-32(2).* The Fire Authority is entitled to audit the books and records of a contractor, consultant or any subcontractor or sub-consultant under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contractor or consultant, and by the subcontractor or sub-consultant for a period of three (3) years from the date of final payment under the subcontract, unless otherwise specified in the contract.

**Sec. 1-33. Reporting of anticompetitive practices.**

If for any reason collusion or other anticompetitive practices are suspected among any bidders, offerors or respondents a notice of the relevant facts shall be transmitted to the Chief Procurement Officer. This section does not require a law enforcement agency conducting an investigation into such practices to convey such notice to the Chief Procurement Officer.

**Sec. 1-34. Prospective vendors lists.**

*Sec. 1-35(1).* The Chief Procurement Officer shall maintain a prospective vendors list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a Fire Authority contract.

*Sec. 1-35(2).* Persons desiring to be included on the prospective vendors list may register with the department electronically. The department may remove a person from the prospective vendors list if it is determined that inclusion is not advantageous to the Fire Authority.

*Sec. 1-35(3).* It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

**Sec. 1-35. Contract form and execution.**

All contracts entered into under this code not exceeding the amount established by Section 1-11(6) shall be executed in the name of the Fire Authority by the Chief Procurement Officer. Contracts entered into under this code exceeding the amount established by Section 1-11(6) approved by the Executive Committee shall be executed by the Fire Chief, approved as to form by the General Counsel to the Fire Authority and countersigned by the Clerk of the Authority.

**Sec. 1-36. Assignment of rights and duties.**

The Chief Procurement Officer shall have the rights and duties of the Fire Authority to contract for the purchase of all services, supplies, equipment and other personal property required by the Fire Authority in accordance with the code and all policies and procedures adopted by the Board of Directors, and administrative procedures approved by the Fire Chief, or as otherwise provided by law. Except in cases where the Board of Directors or the Executive Committee has retained authority, the purchase of services, supplies and equipment are not transferable or otherwise assignable without the written consent of the Chief Procurement Officer.

**Sec. 1-37--1-40. Reserved.**

## **ARTICLE IV. SPECIFICATIONS**

**Sec. 1-41. Definition.**

As used in this article, "specification" is used interchangeably with "scope", "scope of services", or "scope of work" and means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service, or construction item for delivery.

**Sec. 1-42. Maximum practicable competition.**

*Sec. 1-42(1).* All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the Fire Authority's needs and shall not be unduly restrictive.

*Sec. 1-42(2).* To the extent practicable and unless otherwise permitted by this code, all specifications shall describe the Fire Authority's requirements in a manner that does not unnecessarily exclude a material, service, or construction item.

*Sec. 1-42(3).* Restrictive specifications shall not be used unless such specifications are required and it is not practicable or advantageous to use a less restrictive specification. The using department requesting a restrictive specification shall provide written evidence to support the restrictive specification. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of restrictive specifications.

*Sec. 1-42(4).* To the extent practicable, the Fire Authority shall use accepted commercial specifications and shall procure standard commercial materials.

**Sec. 1-43. Specifications prepared by other than Fire Authority personnel.**

The requirements of this code regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared other than by Fire Authority personnel, including, but not limited to, those prepared by architects, engineers, designers, and consultants for public contracts, or subcontractors. No person preparing specifications shall receive any direct or indirect benefit from the utilization of such specifications.

**Sec. 1-44. Brand name or equal specification.**

A brand name or equal specification may be used to describe the standards of quality, performance, and other characteristics needed to meet the requirements of a solicitation, and which invites offers for equivalent products from a manufacturer.

**Sec. 1-45. Brand name specification.**

A brand name specification may be used to identify the sole acceptable item that meets the Fire Authority's needs. The using department requesting a brand name specification shall provide written evidence to support a brand name determination. A written determination by the Chief Procurement Officer of the basis for the brand name shall be maintained as public record. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of a brand name specification.

**Sec. 1-46. Reserved.**

**ARTICLE V.  
PROCUREMENT OF PUBLIC WORKS PROJECTS AND  
PROFESSIONAL DESIGN SERVICES**

**Sec. 1-47. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-47(1). "Capital improvement"* means an outlay of funds for the acquisition or improvement of real property, which extends the life or increases the productivity of the real property.

*Sec. 1-47(2). "Contractor"* shall mean any corporation, partnership, individual, sole proprietorship, joint venture or other legal entity which enters into a contract to sell commodities, services, or construction services to the Fire Authority.

*Sec. 1-47(4). "Construction project management"* means those services provided by a licensed architect, registered engineer, or licensed general contractor.

*Sec. 1-47(5). "Construction services"* means either of the following for construction- manager-at-risk, and design-build project delivery methods:

- (a) Construction, excluding services, through the construction-manager-at-risk project delivery methods.
- (b) A combination of construction and, as elected by the Fire Authority, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definitions of construction- manager-at-risk, and design-build in this section.

*Sec. 1-47(6). "Construction-manager-at-risk"* means a project delivery method in which:

- (a) There is a separate contract for design services and a separate contract for construction services.
- (b) The contract for construction services may be entered into at the same time as the contract for design services or at a later time.

- (c) Design and construction of the project may be in sequential phases or concurrent phases.
- (d) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(7). "Cost" means the aggregate cost of all materials and services, including labor performed by force account.*

*Sec. 1-47(8). "Design-bid-build" means a project delivery method in which:*

- (a) There is a sequential award of two (2) separate contracts.
- (b) The first contract is for design services.
- (c) The second contract is for construction.
- (d) Design and construction of the project are in sequential phases.
- (e) Finance services, maintenance services and operations services are not included.

*Sec. 1-47(9). "Design-build" means a project delivery method in which:*

- (a) There is a single contract for design services and construction services.
- (b) Design and construction of the project may be in sequential phases or concurrent phases.
- (c) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(10). "Design professional" means an architect or engineer, or both, duly licensed for professional practice, who may be employed by an owner for the purpose of designing a project.*

*Sec. 1-47(11). "Emergency for Public Projects" shall have the meaning provided in Public Contract Code Sections 22035 and 22050.*

*Sec. 1-47(12). "Facility" means any plant, building, structure, ground facility, real property, street, highway or other public work improvement.*

*Sec. 1-47(13). "Firm" means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.*

*Sec. 1-47(14). "Finance services" means financing for a construction services project.*

*Sec. 1-47(15). "Force account" means work performed on public projects by the Fire Authority's regularly employed personnel.*

*Sec. 1-47(16). "Maintenance work" shall have the meaning provided in Public Contract Code Section 22002(d), as that section may be amended from time to time, and shall include the following:*

- (a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

- (b) Minor repainting.
- (c) Resurfacing of streets and highways at less than one inch.
- (d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

*Sec. 1-47(17). "Preconstruction services" means advice during the design phase.*

*Sec. 1-47(18). "Professional design services" means architect services, engineering services, geologist services, landscape architect services, and land surveying service or any combination of those services that are legally required to be accomplished, reviewed, and approved by professionals registered to practice in the pertaining discipline in the State of California.*

*Sec. 1-47(19). "Professional engineer" refers to a person engaged in the professional practice of rendering service or creative work requiring education, training and experience in engineering sciences and the application of special knowledge of the mathematical, physical and engineering sciences in such professional or creative work as consultation, investigation, evaluation, planning or design of public or private utilities, structures, machines processes, circuits, buildings, equipment or projects, and supervision of construction for the purpose of securing compliance with specifications and design for any such work.*

*Sec. 1-47(20). "Public project" shall have the meaning provided in Public Contract Code Section 22002(c), as that section may be amended from time to time, and shall include the following:*

- (a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (b) Painting or repainting of any publicly owned, leased, or operated facility.
- (c) "Public project" does not include maintenance work.

*Sec. 1-47(21). "Public works contract" means an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.*

*Sec. 1-47(22). "Solicitation" shall mean an invitation for bids, request for quotations, request for qualifications, or request for proposals issued by the Fire Authority for the purpose of requesting bids, quotes or proposals to perform a contract.*

*Sec. 1-47(23) "Uniform Public Construction Cost Accounting Act" is an alternative method for public project work performed or contracted by public entities in California as defined by Public Contract Code Section 22000 et seq. The Fire Authority adopted the alternative informal bidding procedures on February 22, 1996 establishing informal bidding procedures for public works.*

## **Sec. 1-48 Procurement of public projects.**

*Sec. 1-48(1). Procurement of public projects, in accordance with the limits listed in Section 22302 of the Public Contract Code, as those limits may be amended from time to time, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest*



of the Fire Authority.

*Sec. 1-48(2).* Contracts for construction shall be solicited through a competitive sealed bid process except as otherwise provided for in Sections 1-52 (procurement of construction services), 1-20 (small purchases), 1-21 (sole source procurement), and 1-22 (emergency procurements). The Chief Procurement Officer shall award contracts for public projects in accordance with the requirements of Public Contract Code Section 22000 et seq. and this code.

*Sec. 1-48(3). Force Account and informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(a), as amended from time to time, may be performed by the employees of the Fire Authority, by negotiated contract, or by purchase order.

*Sec. 1-48(4). Informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(b), as amended from time to time, may be let to contract by informal bidding procedures as set forth in Section 1-49(1).

*Sec. 1-48(5). Formal bidding procedures.* Public projects exceeding the amount set forth in Public Contract Code Section 22032(c), as may be amended from time to time, shall be let to contract by formal bidding procedures as set forth in Section 1-50.

*Sec. 1-48(6) Payment bond.* In accordance with the Civil Code Section 9550 et seq. all public works bids involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall require a payment bond in an amount not less than 100 percent of the total amount payable pursuant to the public works contract.

#### **Sec. 1-49. Public project informal bidding procedures.**

*Sec. 1-49(1).* Public projects which are subject to the informal bidding procedures as set forth in Section 1-48, shall be awarded to the lowest responsible bidder in accordance with the Public Contract Code Section 22000 et seq.

*Sec. 1-49(2). Contractors list.* The Fire Authority shall maintain a list of qualified contractors, identified according to categories of work. The development and maintenance of the list shall be in accordance with the provisions in the Public Contract Code Section 22034 and criteria established from time to time by the California Uniform Construction Cost Accounting Commission.

*Sec. 1-49(3). Notice inviting informal bids.* All contractors on the list of qualified contractors for the category of work to be bid or all construction trade journals as specified in the Public Contract Code Section 22036, or both, shall be sent a notice inviting informal bids unless the product or service delivery is proprietary. Additional contractors and/or construction trade journals may be notified at the discretion of the Chief Procurement Officer. If there is no list of qualified contractors maintained by the Fire Authority for the particular category of work to be performed, the notice shall be sent to the construction trade journals specified by the Commission.

*Sec. 1-49(4). Sending notices and descriptions of project.* All sending of notices to contractors and construction trade journals pursuant to Section 1-49(3) shall be completed not fewer than ten calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

*Sec. 1-49(5). Award of informal bids.* The Chief Procurement Officer is authorized to award informal bids for public projects.

*Sec. 1-49(6). Bids in excess of the formal bid limit.* If all bids received are in excess of the amount set forth in Public Contract Code Section 22032(b), as may be amended from time to time, the Board of Directors may by passage of a resolution by a four-fifths vote, award the contract, to the lowest responsible bidder, if it determines the cost estimate was reasonable and the contract amount will not exceed the amount set forth in Public Contract Code Section 22034(d), as may be amended from time to time.

#### **Sec. 1-50. Public project formal bidding procedures.**

*Sec. 1-50(1).* Public projects which are subject to formal bidding procedures, shall be awarded to the lowest responsive and responsible bidder in accordance with the procedures set forth in this section.

*Sec. 1-50(2). Notice inviting formal bids.* The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days before the date of opening the bids, in a newspaper of general circulation within the jurisdiction of the Fire Authority. The notice inviting formal bids shall also be sent electronically to all construction trade journals specified for the County of Orange in the Public Contract Code Section 22036 at least fifteen (15) calendar days before the date of bid opening. In addition to notice required by this section, the Fire Authority may give other notice as it deems proper.

*Sec. 1-50(3). Adopt plans.* The Board of Directors of the Fire Authority shall adopt plans, specifications, and working details for all public projects as required by Public Contract Code 22039, exceeding the amount specified in the Public Contract Code Section 22032(c).

*Sec. 1-50(4). Bidder security.* All formal public projects shall require bidder's security as required by state law. Bid security shall be in an amount equal to at least ten percent of the amount bid, or such other amount as may be set forth in Public Contract Code Section 20171, as may be amended from time to time. Any bid bond submitted shall be executed by an admitted surety insurer which meets the rating requirements established by the risk manager or designee, made payable to the Fire Authority.

*Sec. 1-50(5). Prequalification.* The Fire Authority may require bidders to meet certain criteria in order to be placed upon a bidder's list to bid on formal public projects.

*Sec. 1-50(6). Award of formal bids.* The Board of Directors of the Fire Authority shall award all formal public works projects.

#### **Sec. 1-51. Procurement of professional design services.**

Contracts for professional design services shall be solicited and selected in accordance with Government Code Section 4525 et seq. through a request for qualifications.

#### **Sec. 1-52. Procurement of construction services.**

Contracts for construction services shall be solicited through a design-bid build or a design-build process in accordance with Public Contract Code Section 22160 et seq. except as otherwise provided for in Section 1-53. The Board of Directors or delegated authority shall award all contracts for construction services in accordance with the state requirements and this code.

#### **Sec. 1-53. Public project emergencies procedure.**

In cases of emergency, when repair or replacements are necessary to permit the continued conduct of the operation or services of the Fire Authority or to avoid danger to life or property, the Chair or Vice Chair

of the Board of Directors, after making a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and, that the action is necessary to respond to the emergency, may by a four-fifths vote, proceed at once to replace or repair any public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. The Fire Chief shall have the power to declare a public emergency when it is impractical to convene a meeting of the Board of Directors, subject to confirmation by the Board, by a four-fifths vote, at its next meeting and reviewed at least at every regularly scheduled meeting thereafter until the action is terminated. This procedure shall be subject to any other requirements of Public Contract Code Sections 22035 and 22050, as may be amended from time to time.

**Sec. 1-54--1-57. Reserved.**

## **ARTICLE VI. CONTRACT TERMS AND CONDITIONS**

**Sec. 1-58. Contract terms and conditions.**

All Fire Authority contracts shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Chief Procurement Officer shall have the authority to establish and modify any such terms and conditions.

**Secs. 1-59--1-61. Reserved.**

## **ARTICLE VII. COST PRINCIPLES**

**Sec. 1-62. Cost principles.**

The Chief Procurement Officer shall establish cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs.

**Sec. 1-63. Cost or pricing data.**

The submission of current cost or pricing data may be required in connection with any award, change order or contract modification.

**Secs. 1-64, 1-65. Reserved.**

## **ARTICLE VIII. MATERIALS MANAGEMENT**

**Sec. 1-66. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-66(1). "Property"* means controlled fixed assets including supplies, materials or equipment with a useful life of more than one (1) year and value greater than \$5,000.

*Sec. 1-66(2). "Property transfer"* means the transfer of controlled fixed assets between using agencies or transfer of property to or from the surplus property program.

*Sec. 1-66(3).* "Surplus property" means property no longer needed by using department for their operations, property in poor or non-working condition, or property that is a by-product (e.g. scrap metal, used tires and oil, etc.).

**Sec. 1-67. Materials management guidelines.**

The Chief Procurement Officer shall establish guidelines as may be required governing:

*Sec. 1-67(1).* The transfer of surplus property and operation of the surplus property program.

*Sec. 1-67(2).* The sale or disposal of surplus property, by auction, competitive sale or other authorized method.

*Sec. 1-67(3).* The trade-in of surplus property for purchase of new equipment.

**Sec. 1-68. Inventory management.**

The Chief Procurement Officer shall manage the Fire Authority service center which provides warehousing services including inventory management, shipping, receiving, storing, issuing and servicing of supplies and inventory for the Fire Authority. The Chief Procurement Officer will establish policies and procedures required for efficient and effective operation of the inventory system including the purchase of inventory, sale or other disposal of inventory items no longer needed, delivery and other services provided to using agencies.

**Sec. 1-69. Disposition of surplus property.**

*Sec. 1-69(1).* The Chief Procurement Officer will operate a surplus property program for the purpose of receiving, storing, transferring, or selling surplus property no longer needed by using agencies.

*Sec. 1-69(2).* Using agencies shall request department authorization to transfer controlled fixed assets to another using department, or to request transfer of property into or from the surplus property program.

*Sec. 1-69(3).* Unless otherwise provided for, surplus property no longer needed by any using department shall be offered through competitive sale to the highest responsible bidder.

*Sec. 1-69(4).* Unless otherwise provided, all proceeds from the sale of surplus property will be deposited into the Fire Authority's general fund. Proceeds from sale of enterprise, federal, grant or other special designation property will be reimbursed, less pro-rated selling expenses, to the appropriate fund, after completion of each sale.

*Sec. 1-69(5).* If surplus property has an estimated value of less than five thousand dollars (\$5,000) and it is proposed that the property may be donated, the Chief Procurement Officer has the authority to determine whether the proposed donation of the surplus property to another local agency or non-profit organization meets the intent of the California Constitution whereby when a public agency gives a surplus item to another organization, the item must be used for a public purpose of interest and benefit generally to the people of the agency's jurisdiction and in keeping with the agency's purpose. Said donations shall require the prior approval of the Fire Chief and a release of liability to the Fire Authority from the agency accepting the donated surplus property. Any request for donation with a fair market value exceeding five thousand dollars (\$5,000) shall require prior approval by the Board of Directors or the Executive Committee.

*Sec. 1-69(6).* If surplus property is deemed to have historical significance by the Fire Chief and or/his designee, the historical property will be transferred and placed in the custody of a designated

section manager for safe keeping.

**Secs. 1-70--1-74. Reserved.**

## **ARTICLE IX. LEGAL AND CONTRACTUAL REMEDIES**

### **Sec. 1-75. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-75(1). "Adequate evidence"* means more than mere accusation but less than substantial evidence. Consideration shall be given to the amount of credible information available, reasonableness in view of surrounding circumstances, corroboration, and other inferences that may be drawn from the existence or absence of affirmative facts.

*Sec. 1-75(2). "Contract claim"* means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, payment in a sum certain, adjustment or interpretation of contract terms, or other relief arising under or relating to the contract.

*Sec. 1-75(3). "Filed"* means delivery to the contract officer or to the Chief Procurement Officer, whichever is applicable. A time and date of receipt shall be documented in a verifiable manner for purposes of filing.

*Sec. 1-75(4). "Governing instruments"* means those legal documents that establish the existence of an organization and define its powers including articles of incorporation or association, constitution, charter and by-laws.

*Sec. 1-75(5). "Interested party"* means an actual or prospective bidder, respondent or offeror whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract or by the failure to award a contract. Whether an economic interest exists will depend upon the circumstances of each case. An interested party does not include a supplier, subconsultant or subcontractor to an actual or prospective bidder, respondent or offeror.

*Sec. 1-75(6). "Receipt"* means the earlier of actual receipt or the first attempted delivery by certified mail, or by any other means that provides evidence of the attempt, to the persons last known address.

*Sec. 1-75(7). "Substantial evidence"* means such relevant evidence as a reasonable person might accept as sufficient to support a particular conclusion.

### **Sec. 1-76. Authority of the Chief Procurement Officer.**

The Chief Procurement Officer shall have the authority to settle and resolve protests and contract claims. Appeals from the decisions of the Chief Procurement Officer may be made to the Fire Chief pursuant to the provisions of this article.

### **Sec. 1-77. Right to protest.**

Any actual interested party who is aggrieved in connection with the solicitation or award of a contract may



protest to the Chief Procurement Officer.

**Sec. 1-78. Filing of a protest.**

*Sec. 1-78 (1). "Content of protest".* The protest shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the protestant;
- (b) The signature of the protestant or its representative;
- (c) Identification of the solicitation or contract number;
- (d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) The form of relief requested.

**Sec. 1-79. Time for filing protests.**

*Sec. 1-79(1).* Protests concerning improprieties in a solicitation. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date.

*Sec. 1-79(2).* In cases other than those covered in subsection (1) of this section, protests shall be filed within seven (7) days after the aggrieved person knows or should have known of the facts giving rise thereto; however, in no event shall the protest be filed later than seven (7) days after issuance of intent to award.

*Sec. 1-79(3).* The Chief Procurement Officer, without waiving the Fire Authority's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.

*Sec. 1-79(4).* The Chief Procurement Officer shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right to intervene.

**Sec. 1-80. Stay of procurements during the protest.**

In the event of a timely protest under Section 1-79, the Fire Authority may proceed further with the solicitation or with the award of the contract unless the Chief Procurement Officer makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the Fire Authority.

**Sec. 1-81. Confidential information.**

*Sec. 1-81(1).* Material submitted by a protestant shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to Section 1-6.

*Sec. 1-81(2).* If the protestant believes the protest contains material that should be withheld, a statement advising the Chief Procurement Officer of this fact shall accompany the protest submission in accordance with Section 1-6.

## **Sec. 1-82. Decision by the Chief Procurement Officer.**

*Sec. 1-82(1).* The Chief Procurement Officer shall issue a written decision within fourteen (14) days after a protest has been filed pursuant to Section 1-78. The decision shall contain an explanation of the basis of the decision.

*Sec. 1-82(2).* The Chief Procurement Officer shall furnish a copy of the decision to the protestant, by e-mail and/or certified mail, return receipt requested, or by any other method that provides evidence of receipt.

*Sec. 1-82(3).* The time limit for decisions set forth in subsection (1) of this section may be extended by the Fire Chief for a reasonable time not to exceed thirty (30) days. The Chief Procurement Officer shall notify the protestant in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

*Sec. 1-82(4).* If the Chief Procurement Officer fails to issue a decision within the time limits set forth in subsection (1) or (3) of this section, the protestant may proceed as if the Chief Procurement Officer had issued an adverse decision.

*Sec. 1-82(5).* The Chief Procurement Officer's decision shall contain a statement regarding the appeals process that is available pursuant to this article.

## **Sec. 1-83. Remedies.**

*Sec. 1-83(1).* If the Chief Procurement Officer sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award, or contract award does not comply with the procurement code, the Chief Procurement Officer shall implement an appropriate remedy.

*Sec. 1-83(2).* In determining an appropriate remedy, the Chief Procurement Officer shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to:

- (a) The seriousness of the procurement deficiency;
- (b) The degree of prejudice to other interested parties or to the integrity of the procurement process;
- (c) The good faith of the parties;
- (d) The extent of performance;
- (e) Costs to the Fire Authority;
- (f) The urgency of the procurement; and
- (g) The impact of the relief on the using department's mission.

*Sec. 1-83(3).* An appropriate remedy may include one or more of the following:

- (a) Reject all bids, responses or proposals;
- (b) Terminate the contract;

- (c) Reissue the solicitation;
- (d) Issue a new solicitation;
- (e) Award a contract consistent with the procurement code;
- (f) Such other relief as is determined necessary to ensure compliance with the General Law and this code.

#### **Sec. 1-84. Appeals to the Fire Chief.**

*Sec. 1-84(1). Appeal.* An appeal from a decision entered or deemed to be entered by the Chief Procurement Officer shall be filed with the Fire Chief within seven (7) days from the date the decision is issued. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-84(2). Content of appeal.* The appeal shall contain:

- (a) The information set forth in Section 1-78, including the identification of confidential information in the manner set forth in Section 1-81;
- (b) A copy of the decision of the Chief Procurement Officer; and
- (c) The precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

#### **Sec. 1-85. Notice of appeal.**

*Sec. 1-85(1).* The Fire Chief shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings.

*Sec. 1-85(2).* The Fire Chief shall, upon request, furnish copies of the appeal to those named in subsection (1) of this section subject to the provisions of Section 1-81.

#### **Sec. 1-86. Stay of procurement during appeal.**

If an appeal is filed during the procurement and before an award of a contract and the procurement or award of the contract was stayed by the Chief Procurement Officer pursuant to Section 1-80, the filing of an appeal shall automatically continue the stay unless the Fire Chief makes a written determination that the procurement or award of the contract without delay is necessary to protect substantial interests of the Fire Authority.

#### **Sec. 1-87. Chief Procurement Officer's report.**

*Sec. 1-87(1). Report.* The Chief Procurement Officer shall file a report on the appeal with the Fire Chief within seven (7) days from the date the appeal is filed. At the same time, Chief Procurement Officer shall furnish a copy of the report to the appellant by e-mail and/or certified mail, return receipt requested or any other method that provides evidence of receipt, and to any interested parties who have responded to the notice given pursuant to Section 1-85(2). The report shall contain copies of:

- (a) The appeal;
- (b) Any other documents that are relevant to the protest; and

- (c) A statement by the Chief Procurement Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.

*Sec. 1-87(2). Extension for filing of report.*

- (a) The Chief Procurement Officer may request in writing an extension of the time period setting forth the reason for extension.
- (b) The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if an extension is granted, set forth a new date for the submission of the report. The Chief Procurement Officer shall notify the appellant in writing that the time for the submission of the report has been extended and the date by which the report will be submitted.

*Sec. 1-87(3). Comments on report.*

- (a) The appellant shall file comments on the Chief Procurement Officer's report with the Fire Chief within seven (7) days after receipt of the report. Copies of the comments shall be provided by the appellant to the Chief Procurement Officer and all other interested parties. The comments must contain a statement or confirmation as to the appellant's requested form of relief.
- (b) The Fire Chief may grant an extension on the time period to file comments pursuant to a written request made by the appellant within the period set forth in subsection (3)(a) of this section stating the reason an extension is necessary. The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if the extension is granted, set forth a new date for the filing of comments. The Fire Chief shall notify the Chief Procurement Officer of any extension.

**Sec. 1-88. Dismissal by the Fire Chief.**

The Fire Chief shall dismiss, upon a written determination, an appeal if:

*Sec. 1-88(1).* The appeal does not state a valid basis, including a detailed statement of the legal and factual grounds, for protest; or

*Sec. 1-88(2).* The appeal is untimely pursuant to Section 1-84(1).

**Sec. 1-89. Remedies.**

If the Fire Chief sustains the appeal in whole or part and determines that a solicitation, evaluation process, proposed award, or award does not comply with the general law and/or this code, remedies may be implemented pursuant to Section 1-83.

**Sec. 1-90. Filing of a contract claim.**

*Sec. 1-90(1).* "Content of claim". The claim shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the claimant;
- (b) The signature of the claimant or its representative;
- (c) Identification of the solicitation or contract number;

- (d) A detailed statement of the legal and factual grounds of the claim including copies of relevant documents; and
- (e) The form of relief requested.

#### **Sec. 1-91. Chief Procurement Officer's decision.**

*Sec. 1-91(1). Written decision.* If a contract claim cannot be resolved by mutual agreement, the Chief Procurement Officer shall, upon a written request by the contractor for a final decision, issue a written decision no more than sixty (60) days after the request is filed. Before issuing a final decision, the Chief Procurement Officer shall review the facts pertinent to the contract claim or controversy and secure any necessary assistance from legal, financial, procurement, and other advisors.

*Sec. 1-91(2). Final decision.* The Chief Procurement Officer shall furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The decision shall include:

- (a) A description of the claim;
- (b) A reference to the pertinent contract provision;
- (c) A statement of the factual areas of agreement or disagreement;
- (d) A statement of the Chief Procurement Officer's decision, with supporting rationale;
- (e) A statement regarding the appeals process that is available pursuant to this article.

#### **Sec. 1-92. Issuance of a timely decision.**

*Sec. 1-92(1).* The time limit for decisions set forth in Section 1-91(1) may be extended for good cause. The Chief Procurement Officer shall notify the contractor in writing that the time for the issuance of a decision has been extended and the date by which a decision is anticipated.

*Sec. 1-92(2).* If the Chief Procurement Officer fails to issue a decision within sixty (60) days after the request on a claim is filed or within the time prescribed under subsection (1) of this section, the contractor may proceed as if the Chief Procurement Officer had issued an adverse decision.

#### **Sec. 1-93. Appeals to the Fire Chief.**

*Sec. 1-93(1). Appeal of final decision.* An appeal of a final decision of a Chief Procurement Officer on a claim shall be filed with the Fire Chief within five (5) days from the date the decision is received. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-93(2). Content of appeal.* The appeal shall contain a copy of the decision of the Chief Procurement Officer and the basis for the precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

*Sec. 1-93(3). Final decision, mediation service or arbitration.* The Fire Chief may make the final decision in accordance with Section 1-97 or to refer to mediation services in accordance with Section 1-95 or refer to arbitration in accordance with Section 1-96.

#### **Sec. 1-94. Fire Authority claims against a contractor.**



All contract claims asserted by the Fire Authority against a contractor that are not resolved by mutual agreement shall promptly be referred by the Chief Procurement Officer to the Fire Chief for a final decision in accordance with Section 1-97, or mediation, in accordance with Section 1-95, or arbitration in accordance with Section 1-96.

**Sec. 1-95. Mediation.**

Contract claims may be resolved utilizing mediation services if the Fire Chief determines the use of such services is in the best interest of the Fire Authority.

**Sec. 1-96. Arbitration.**

Contract claims may be resolved utilizing arbitration if the Fire Chief determines the use of arbitration is in the best interest of the Fire Authority. The claim shall be settled by arbitration in accordance with the current construction industry arbitration rules of the American Arbitration Association or, at the option of the Fire Authority, in accordance with the provisions of the California Arbitration Act (CAA) (Cal. Civ. Proc. Code §§ 1280-1294.2) or the Federal Arbitration Act (FAA) (9 U.S.C. §§ 1-16, 201-208, 301-307).

**Sec. 1-97. Final decision by the Fire Chief.**

*Sec. 1-97(1).* The Fire Chief may affirm, modify, or reject the Chief Procurement Officer's decision in whole or in part, or make any other appropriate disposition.

*Sec. 1-97(2).* A decision by the Fire Chief shall be final. The decision shall be sent to all parties by e-mail, certified mail, return receipt requested or by any other method that provides evidence of receipt. If a stay was issued, the final decision by the Fire Chief shall lift any such stay, unless the Fire Chief determines that the continued stay is necessary to protect the substantial interest of the Fire Authority.

**Sec. 1-98. Judicial review of protests or claims.**

Any decision of the Fire Chief regarding a protest (§ 1-77 et seq.) or claim (§ 1-90 et seq.) under this code shall be final. Exhaustion of the procedures set forth in this code shall be a condition precedent to any person seeking judicial review of a final decision by the Fire Chief.

**Sec. 1-99. Exclusive remedy.**

Notwithstanding any law to the contrary, this article shall provide the exclusive procedure for asserting a claim or cause of action against the Fire Authority arising in relation to any procurement conducted under this code.

**Secs. 1-100--1-115. Reserved.**

## **ARTICLE X. COOPERATIVE PURCHASING**

**Sec. 1-116. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-116(1).* "Cooperative purchasing" means procurement conducted by, or on behalf of, more than one public procurement unit.

*Sec. 1-116(2).* "Eligible public procurement unit" means any state, county, city, town, and any other political subdivision, public authority, educational, health or other institution, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies,

services and construction, and any not-for-profit entity.

**Sec. 1-117. Applicability.**

Agreements entered into pursuant to this article shall be limited to the areas of procurement, warehousing or materials management.

**Sec. 1-118. Cooperative purchasing authorized.**

The Fire Authority may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to joint or multi-party contracts between public procurement unit and open-ended public procurement unit contracts that are made available to other public procurement units. Parties under a cooperative purchasing agreement may:

*Sec. 1-118(1).* Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.

*Sec. 1-118(2).* Cooperatively use materials or services.

*Sec. 1-118(3).* Commonly use or share warehousing facilities, capital equipment and other facilities.

*Sec. 1-118(4).* Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.

*Sec. 1-118(5).* On request, make available to other eligible public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request reimbursement for the reasonable and necessary costs of providing such services.

The activities described in paragraphs (1) through (5) do not limit the activities of parties under a cooperative purchasing agreement.

**Sec. 1-119. Cooperative purchasing source selection methods.**

All cooperative purchasing conducted under this Article shall be through contracts awarded by a public agency through full and open competition, including use of source selection methods substantially equivalent to those specified in Article III (Source Selection and Contract Formation) of this code.

**Secs. 1-120, 1-121. Reserved.**

**ARTICLE XI.  
RESERVED**

**Secs. 1-122--1-126. Reserved.**

**ARTICLE XII.  
ETHICS IN PUBLIC CONTRACTING**

**Sec. 1-127. Procurement Ethics Standards**

*Sec. 1-127(1).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement shall discharge their duties in accordance with high ethical standards by practicing their profession with integrity, honesty, truthfulness and adherence to the absolute obligation to safeguard the public trust.

*Sec 1-127(2).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement, shall be subject to the Conflict of Interest Code and subsequent amendments adopted by the Fire Authority.

*Sec. 1-127(3).* The Chief Procurement Officer shall adopt a Procurement Ethics Policy and Procedures applicable to all Fire Authority procurement functions.

**Secs. 1-128--1-130. Reserved.**

## Purchasing Authorities Comparison Chart

Attachment 4

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	<i>Proposed for OCFA</i>
<b>Commodities</b> (Defined as materials, equipment & supplies) Ord. 8, Sec. 1- 3(18)	Commodity contracts include all supplies and equipment and software licenses costing less than \$5,000 per unit  <i><b>Only sole source commodity contracts exceeding \$250K annually require Board approval</b></i>	Inventory materials, equipment and supplies, if competed, may be awarded by management in any amount  Inventory amendments for POs ≤ 30% increase none > 30% increase requires CEO signature	Inventory materials, equipment and supplies contracts can be awarded by management in any amount.  The list of open supply contracts (exceeding \$100K) is provided to the finance committee annually in May.  No Board approval is required	Approval for purchase occurs with budgetary pre- approval process at the line item detail, no further approval required	Executive Committee approval for commodity contracts with an annual contract amount greater than \$250,000.  Authority management can approve any increase to commodity term contracts provided the annual contract amount remains less than \$250,000
<b>Fixed Assets</b>	<u>Budgeted Asset</u> - No Board approval if within budgeted amount in the adopted budget approved by the Board - Board approval if asset cost exceeds budgeted amount by more than 10% or \$100,000 (whichever is less) <u>Unbudgeted Asset</u> - Board approval if cost is > 25K each	<u>Budgeted</u> ≤ 250K none >250K Board approval  <u>Non-budgeted</u> ≤ 25K none > 25K Board approval of bid & award	Operating budget line items that are part of the approved budget do not need Board approval unless the unit price is over \$100,000	Approval for purchase occurs with budgetary pre- approval process at the line item detail no further approval needed unless cost of the asset is greater by \$100,000 or more of the approved budgeted amount	Authority management can approve the purchase of fixed assets with unit cost less than \$100,000  Executive Committee approval is required for the purchase of fixed assets with unit cost greater than \$100,000

## Purchasing Authorities Comparison Chart

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	<i>Proposed for OCFA</i>
<b>Professional Services</b>	<p>Board of Supervisors approval is required for contracts exceeding \$100,000 in any year of the contract</p> <p>Multi-year contracts exceeding \$500K require Board approval when the total contract exceeds or is anticipated to exceed \$500,000 when future years are taken into consideration</p>	<p><u>Budgeted</u> ≤ \$250K none &gt;\$250K Board approval</p> <p><u>Non-budgeted</u> ≤ \$25K none &gt; \$25K Board approval of bid &amp; award</p> <p>If contract is not a competitive bid, Board approval is required for amounts over \$25,000</p>	<p>Board approval is required for contracts in which the annual contract amount is greater than \$100K.</p>	<p>Approval during the annual budget process (detailed line item includes description and not to exceed amount). No further Council approval required for the contract award unless the contract exceeds the budgeted amount.</p> <p><i>Unplanned contracts or if cost exceeds approved amount. Dept Director &lt;\$30K City Mgr. &lt;\$100K Council&gt;\$100K</i></p>	<p><i>Service contracts include professional services facilities &amp; equipment services, and consulting.</i></p> <p>Board approval is required for service contracts in which the annual contract amount is greater than \$100,000 or the multi-year contract exceeds \$500,000 when future years are taken into consideration.</p>
<b>Maintenance Services</b>	<p><i>Service contracts include: professional services, facilities &amp; equip. services, consulting, capital leases, &amp; revenue generating agreements</i></p> <p><u>Same rules listed for professional services (above) apply.</u></p>	<p><i>Service contract for maintenance are the same as professional services.</i></p> <p>Board approval is required for maintenance service contracts over \$250,000</p>	<p>Operating budget line items that are part of the approved budget do not need Board approval</p>	<p>Approval for purchase occurs with budgetary pre-approval process at the line item detail for service contracts, no further approval needed</p> <p><u>Same rules listed for professional services (above) apply.</u></p>	<p><i>Service contracts include professional services facilities &amp; equipment services, and consulting.</i></p> <p>Board approval is required for service contracts in which the annual contract amount is greater than \$100,000 or the multi-year contract exceeds \$500,000 when future years are taken into consideration.</p>



## Purchasing Authorities Comparison Chart

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	<i>Proposed for OCFA</i>
<b>Sole Source</b>	<u>Sole Source Commodity</u> > \$250K (annually) require Board Approval <u>Sole Source Capital Asset</u> > 50K Board approval <u>Sole Source Service</u> <u>Contracts</u> ≥ 50K (annual) require Board approval & may not be renewed without approval <i><b>Board approval is required for sole source contracts issued for two consecutive years regardless of dollar amount.</b></i>	<u>Sole Source</u> ≤ 25K none > 25K Board approval	<u>Sole Source</u> >\$100,000 Board approval	<u>Sole Source</u> < \$30K purchasing agent >\$100K require Council approval  <i>*Different management level approvals are required up to \$100K</i>	Executive Committee approval is required for sole source contracts when aggregate amount exceeds \$50,000. <i>Sole source justification form is a required attachment to the staff report.</i>  <b>Add Special Procurements</b> Executive Committee approval is required for special procurements when aggregate amount exceeds \$50,000. Special procurements are used when it is in the best interest of OCFA to award a contract without bidding requirements and the contract does not meet the definition of a sole source with justification. <i>Special Procurement justification form is a required attachment to the staff report.</i>
<b>Emergency Purchases</b>	<u>Unbudgeted Asset</u> - Board approval if cost is > 25K	Report emergencies purchases made greater than 25K at the next scheduled Board meeting	No specified limit Report emergency purchases made that were greater than \$100K at the next scheduled Board meeting	The City Manager has the authority to declare a public emergency, no specific dollar limit listed	Purchases in excess of \$100,000 require prior approval of Chair or Vice Chair and must be reported at the next Executive Committee meeting. Authorize the Fire Chief or designee to declare an emergency.

## Purchasing Authorities Comparison Chart

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	<i>Proposed for OCFA</i>
<b>Contract Amendments</b>	<p>Commodity contracts can be amended by management.</p> <p>Service contracts of less than five years duration may be extended for up to one year without Board approval provided there are no monetary increases that exceed the average annual value of the prior year's contracts.</p> <p>Service contracts that exceed \$100K per year required Board approval</p>	<p><u>Management authority</u></p> <p><u>Inventory amendments for POs</u></p> <p>≤ 30% increase none &gt; 30% increase requires CEO signature</p> <p><u>Informal Contract &lt;\$50K</u></p> <p>50% of original contract or \$8,333, whichever is less, provided contract amount does not exceed \$50K</p> <p><u>Formal Contract &gt;\$50K</u></p> <p>15% of original contract or \$250K, whichever is less</p> <p><u>Equipment Amendment</u></p> <p>5% of original contract or \$250K, whichever is less</p>	<p><u>Change Order</u></p> <p>If individual or cumulative total of change orders in a month together with any change orders previously approved exceeds 30% of the original contract and the individual or cumulative total of such change orders exceeds \$100K, Board approval is required.</p>	<p><u>Change Order</u></p> <p>When the scope of work or cost increases are inconsistent with the adopted budget, approval for the additional services must be obtained according the guidelines:</p> <ul style="list-style-type: none"> <li>- Between \$5K-\$30K Director</li> <li>Over \$30K-\$100K City Manager</li> <li>Over \$100K – Finance Comm. Review and Council approval</li> </ul>	<p>Authorize management to increase commodity contracts so long as the annual contract amount remains less than \$250,000.</p> <p>Authority management for service contract amendments remains the same</p> <p><u>Public Projects</u></p> <p>Reduce management authority on public projects change orders (formal and informal) to \$17,500 which equals 10% of the current PCC informal public project amount of \$175,000.</p> <p>Require Board approval for change orders on formal public projects over 10% or exceeding a total value of \$50,000</p>
<b>Contract Duration</b>	Board approval required for contracts longer than five years	Board approval required for contracts longer than five years	Contracts are three to five years	Contracts duration up to five years	Allow approval of contracts up to five years

**RESOLUTION NO. 2016-XX**

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY  
BOARD OF DIRECTORS AMENDING THE  
ROLES/RESPONSIBILITIES/AUTHORITIES MATRIX TO COINCIDE  
WITH THE NEW PURCHASING CODE**

**RECITALS**

A. WHEREAS, the Orange County Fire Authority Board of Directors last amended the Roles/Responsibilities/Authorities Matrix on February 26, 2016, and

B. WHEREAS, because the OCFA is adopting by Ordinance a new procurement code, it is appropriate to update the Roles/Responsibilities/Authorities Matrix to coordinate with the new procurement code; and

C. WHEREAS, the Board has considered the attached amendments to the matrix.

THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby resolve as follows:

The Roles/Responsibilities/Authorities Matrix is amended as indicated by the redline version attached hereto as Exhibit A. This Resolution shall take effect on the effective date of Ordinance No. 008.

*PASSED, APPROVED and ADOPTED* this 28<sup>th</sup> day of April 2016.

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GENE HERNANDEZ, CHAIR  
OCFA Board of Directors

ATTEST:

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SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

## ORANGE COUNTY FIRE AUTHORITY Roles/Responsibilities/Authorities

All authority rests with the Board of Directors unless it is delegated by statute or board action. When delegated, these authorities are further defined by contracts, resolutions, policies, or other board actions. The following chart defines OCFA's levels of authority. The Board of Directors has the authority to change these delegations within the parameters of legal and contractual restrictions.

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
Levels of Service	Develop and implement programs to provide the identified "Levels of Service."		Approve temporary changes in "Levels of Service."	Approve "Levels of Service" for the Authority.
Resource Deployment	Establish policy/deployment that maintains the approved "Levels of Service."			
Standard Operating Procedures (SOPs) and General Orders (GOs)	Develop and implement SOPs and GOs consistent with Board policies.			
Budget Adoption	Develop the budget.		Budget & Finance Committee - Review the budget; make recommendations.	Approve the budget prior to June 30 each year (JPA Agreement, Article IV.1)
Budget Execution	Authorize expenditures within approved budget appropriations (JPA Agreement, Article IV.2)			
Budget: Intra- and inter-fund transfer; increases and decreases to appropriation.	Approve intra-fund transfers within adopted budgets			Approve inter-fund transfers between budgets; Approve increases and decreases to appropriations.

**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	<b>Authority Management</b>	<b>Claims Settlement Committee</b>	<b>Executive Committee</b>	<b>Board of Directors</b>
Fire Station 41, Air Operations Maintenance Facility - Leases	Negotiate, approve and execute leases and/or lease amendments for Hangers Nos. 1, 2, 3, and 4			
Fund Balance - Assigned	Assign amounts for workers' compensation and the capital improvement program within requirements of the <i>Assigned Fund Balance Policy</i>		Budget & Finance Committee – Review calculations used to determine assignments for workers' compensation and the capital improvement program for consistency with <i>Assigned Fund Balance Policy</i>	Assign and un-assign fund balance for any specific purposes other than workers' compensation and the capital improvement program, within the guidelines of GASB Statement No. 54
Fund Balance – Committed				Commit and un-commit fund balance via minutes action, within the guidelines of GASB Statement No. 54
Contingency Planning and funding	Develop plan; administer budget in a manner consistent with plan and policies.		Budget & Finance Committee - Review contingencies and spending for compliance with plan and policies.	Establish plan and policies. Transfer of Appropriation for Contingencies requires prior approval of the Chair or the Vice Chair, in the absence of the Chair, and must be reported to the Board immediately in writing.



**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
Debt obligation	Develop and recommend financing plans.		Budget & Finance Committee – Review of recommended financing plans.	Approve all debt obligations.  (Note: long-term bonded indebtedness requires approval by 2/3 <sup>rd</sup> vote of the members.)
<del>Purchase of Commodities purchases and fixed assets (materials, equipment &amp; supplies)</del> <u>Ord. 8, Sec. 1-3(18)</u>	Approve purchase of commodities ( <u>Ord. 8, per Art. III selection process or Art. X cooperative purchasing</u> ) <del>and fixed assets</del> for <del>total annual</del> contract amount less than <del>\$100,000</del> <u>250,000</u> . <u>Approve any increase to commodity term contracts provided the annual contract amount remains less than \$250,000.</u>		Approve purchase of commodities <del>and fixed assets for with an annual total</del> contract amount <del>greater than over</del> <del>\$100,000</del> <u>250,000</u> .  <u>Approved increase to commodity contracts if the increase results in the annual contract being greater than \$250,000.</u>	
<u>Fixed asset purchases</u>	<u>Approve purchase of fixed assets with unit cost less than \$100,000.</u>		<u>Approve purchase of fixed assets with a unit cost greater than \$100,000.</u>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
<del>Purchase—Professional Service Contracts – (including consulting contracts) includes professional services, facilities &amp; equipment services, and consulting.</del>	<p>Approve all service contracts <u>(selection process per Ord. 8, Art. III, or Art. X) for annual contract amount less than \$100,000, for the life of the contract duration.</u></p> <p><u>Approve multi-year contracts so long as the annual amount is less than \$100,000, and the total contract amount does not exceed \$500,000.</u></p>		<p>Approve all service contracts <u>in which the annual contract amount exceeds over \$100,000 for life of contract duration or multi-year contract exceeds \$500,000 when future years are taken into consideration.</u></p> <p>Contract extensions beyond the initial contract term <u>and allowable contract extensions</u> will require Executive Committee approval prior to contract extension.</p>	
<p>Change Orders/ Modifications</p> <p><u>Service Contract Amendments (Non Public Projects)</u></p> <p><del>(excludes Public Works contracts in excess of the formal limit set forth in Section 22032 of Public Contract Code)</del></p>	<p>For <u>service</u> contracts within the limits delegated herin to Authority Management, approve change orders in any amount so long as the revised amount remains within the delegated limits.</p> <p>For contracts originally approved by the Executive Committee or Board of Directors, approve change orders within the original scope of work, less than 15% but not to exceed a total value of \$50,000.</p>		<p>Approve change order/modifications to any contracts with original or revised values that exceed those amounts delegated herein to Authority Management.</p>	

# **ORANGE COUNTY FIRE AUTHORITY** **Roles/Responsibilities/Authorities**

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
Emergency Purchases/Contracts	Approve emergency purchases, <u>as defined in Ord. 8, Sec. 1-3(14) &amp; Sec. 1-22,</u> up to \$100,000.		Purchases in excess of \$100,000 require prior approval of Chair or Vice Chair and must be reported at the next Executive Committee meeting.	
Sole Source Contracts	Approve any sole source contracts <del>up to less than \$2550,000,</del> <u>so long as acceptable justification is provided by the using agency per the requirements in Ord. 8, Sec. 1-21.</u>		Approve any sole source contracts <u>when aggregate amount exceeds over \$2550,000. <i>Sole source justification form is a required attachment to the staff report.</i></u>	
<u>Special Procurement Contracts – utilized when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source.</u>	<u>Approve any special procurement contract less than \$50,000, so long as acceptable justification is provided by the using agency per the requirements in Ord. 8, Sec. 1-23.</u>		<u>Approve any special procurement contract when the aggregate amount exceeds \$50,000. <i>Special procurement justification form is a required attachment to the staff report.</i></u>	
Public <del>Works Projects</del>	Approve all <del>informal public works contracts</del> <u>projects</u> in amounts up to the statutory limits authorized by <u>Public Contract Code Section 22032</u> <del>of the Public Contract Code.</del> <u>(Currently projects under \$175,000).</u>			Approve all <u>formal</u> public works contracts in amounts at or above the statutory limits authorized by <u>Public Contract Code Section 22032</u> <del>Section 22032 of the Public Contract Code.</del> <u>(Currently projects over \$175,000).</u>

**ORANGE COUNTY FIRE AUTHORITY  
Roles/Responsibilities/Authorities**

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
<del>Public Projects - Change Orders/ Modifications for formal and informal Public Works contracts Projects in excess of the formal limit as set forth in Public Contract Code Section 22032 of the Public Contract Code</del>	Approve <del>C</del> change Order/modifications <u>for formal and informal Public Projects up to 10% of original contract amount</u> , but <del>not to exceed less than</del> a total value of <del>\$50,000</del> <u>17,500</u> .		Approve <del>C</del> change Order/modifications <u>for informal Public Projects</u> over 10% <u>of original contract amount</u> , or exceeding a total value of <del>\$50,000</del> <u>17,500</u> .	<u>Approve Change Order/modification on formal Public Projects over 10% of original contract amount, or exceeding a total value of \$50,000 which ever is less.</u>
<u>Public Projects – Emergency as defined in Public Contract Code Sections 22035 and 22050 (Ord. 8, Sec. 1-53)</u>	<u>Fire Chief or designee has authority to declare an emergency and authorize procurement of equipment, services, construction services and supplies without the competitive bidding requirements when it is impracticable to convene a meeting of the Board of Directors prior to addressing the emergency needs.</u>			<u>Authorize exemption from procurement requirements by four-fifths vote (at next scheduled meeting) as required per Public Contract Code Sections 22035 and 22050.</u>
Investment Practices	Provide financial data to Budget & Finance Committee, Executive Committee and Board of Directors. Develop draft policy.		Budget & Finance Committee - Review Treasury/Investment actions to insure compliance with policy. Executive Committee – review monthly reports.	Adopt investment and Treasury policies.

**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	<b>Authority Management</b>	<b>Claims Settlement Committee</b>	<b>Executive Committee</b>	<b>Board of Directors</b>
Setting of salaries/benefits and other terms and conditions of employment	Identify issues, recommend negotiations approach; negotiate with labor organizations as approved by the Board of Directors.		Review management recommendations; make recommendations to the Board of Directors.	Provide direction to chief negotiator on negotiations; adopt resulting MOUs and changes in the PSR.
Grievances	Administer procedures pursuant to MOU and PSR provisions.			
Disciplinary Actions	Implement disciplinary actions within legal and MOU requirements.			
Hire/Terminate	Hire/terminate Authority staff.		Make recommendations to the Board of Directors on General Counsel legal services contract and Fire Chief employment contract, and compensation of General Counsel and the Fire Chief.	Hire/terminate Fire Chief and General Counsel.  Approve service contract for General Counsel.  Approve employment contract for Fire Chief.
Appointments				Appointment of clerk, auditor, and treasurer (JPA Agreement Articles II.9 and II.13)
Classification and Salary Ranges	Administer classification system within existing classes and budget.		Adopt and approve new or modified classes and corresponding salary ranges.	
Settlement of Employee Complaints and Grievances	Approve settlements up to \$10,000 within existing PSR parameters.		Approve settlements up to \$50,000.	Approve settlements over \$50,000.



**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	<b>Authority Management</b>	<b>Claims Settlement Committee</b>	<b>Executive Committee</b>	<b>Board of Directors</b>
File Legal action				Authorize filing of legal action.
Respond to legal action				Authorize response to legal action.
Settlement of Claims and Litigation	Approve settlements of claims and litigation up to \$50,000. in accordance with Board of Directors Rules of Procedure.	Approve settlements of claims and litigation over \$50,000 not to exceed \$250,000. in accordance with Board of Directors Rules of Procedure.		Approve settlements of claims and litigation over \$250,000.
Level of risk/coverage/exposure	Recommend risk management policies; administer risk management program within established Board of Directors and legal requirements.			Establish policies.
Write-Off for Uncollectible Accounts	Approve write-off of uncollectible accounts up to \$15,000.		Approve write-off of uncollectible accounts over \$15,000. Budget and Finance Committee review annual report of uncollectibles and make a recommendation to Executive Committee for final decision.	
Accept Real Property Interests	Accept interest in real property if the Board of Directors or Executive Committee has previously approved.			Approve Secured Fire Protection Agreements and Purchase Agreements for the acquisition of real property.

**ORANGE COUNTY FIRE AUTHORITY  
Roles/Responsibilities/Authorities**

	<b>Authority Management</b>	<b>Claims Settlement Committee</b>	<b>Executive Committee</b>	<b>Board of Directors</b>
Utility licenses and easements	Execute licenses and easements for utilities necessary to implement construction projects approved by the Board or Executive Committee		Approve licenses and easements for utilities where no prior approval of construction projects has occurred	
Accept Grants	Accept all grants except: (1) when the grantor requires approval by the governing body, or; (2) when an adjustment is immediately needed to appropriations to expend the grant, or; (3) when a contract award is needed, requiring approval by the Executive Committee or Board.		Accept all grants in which the grantor requires approval by the governing body.	

# **ATTACHMENT 2**





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

**Board of Directors Meeting**  
**May 26, 2016**

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

**Proposed Purchasing Ordinance – Second Reading**

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**Contact(s) for Further Information**

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**Summary**

This item is submitted for the second reading to adopt the proposed Purchasing Ordinance. Upon adoption, the Ordinance will take effect in 30 days.

**Prior Board/Committee Action(s) – Committee Recommendation: *APPROVE***  
**Board of Directors First Reading: *APPROVE***

At its regular April 13, 2016, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Subsequently, at its regular April 28, 2016, meeting, the Board of Directors introduced and waived the full reading of Ordinance No. 008, with one modification. The modification was made to Sec. 1-23 of the Ordinance (page 16), to require that the Chief Procurement Officer's written determination regarding the special procurement be further reviewed and approved by the Assistant Chief/Business Services. The Board also directed staff to modify the Roles/Responsibilities/Authorities matrix to require justifications for sole source purchases (within management authority) to be provided to the Chief Procurement Officer. This modification was also added for special procurements (within management authority) with the added requirement for review/approval by the Assistant Chief/Business Services. Lastly, the Board directed staff, upon implementation of the new Ordinance, to begin providing routine purchasing activity reports, similar to those provided by other agencies such as the County of Orange or the Orange County Transportation Authority.

**RECOMMENDED ACTION(S)**

1. Waive the full reading of the proposed Ordinance.
2. Adopt and read by title only proposed Ordinance No. 008 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 006 AND ORDINANCE NO. 007 AND ESTABLISHING THE PURCHASING RULES AND PROCEDURES OF THE ORANGE COUNTY FIRE AUTHORITY establishing a comprehensive procurement ordinance.



**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Adoption of an Ordinance is a two-step process consisting of the introduction of the Ordinance, followed the adoption of the Ordinance. The establishment of one comprehensive ordinance that governs procurement will create a clear and consistent guide for staff, vendors doing business with OCFA, and the public. The structure of the ordinance will allow for future amendments as required without rescinding and replacing the entire ordinance.

Staff recommends adoption of a new OCFA Procurement Code, proposed Ordinance No. 008, which is based in large part upon the ABA Model Procurement Code. Upon adoption, the Ordinance will take effect in 30 days.

**Attachment(s)**

Proposed Ordinance No. 008 (redline version)

**ORDINANCE NO. 008**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 006 AND ORDINANCE NO. 007 AND ESTABLISHING THE PURCHASING RULES AND PROCEDURES OF THE ORANGE COUNTY FIRE AUTHORITY**

**RECITALS**

A. *WHEREAS*, on April 23, 2009, the Orange County Fire Authority adopted OCFA Ordinance No. 006 establishing informal bidding procedures under the Uniform Public Construction Cost Accounting Act; and

B. *WHEREAS*, on April 23, 2009, the Orange County Fire Authority adopted OCFA Ordinance No. 007 establishing the purchasing rules and procedures; and

C. *WHEREAS*, the Board wishes to replace these two ordinances with a single ordinance based on the American Bar Association Model Procurement Code.

*THEREFORE*, the Board of Directors of the Orange County Fire Authority does hereby ordain as follows:

Section 1. Repeal of Ordinance Nos. 006 and 007; Replacement.

As of the effective date of this Ordinance, Ordinance No. 006 and No. 007 are hereby repealed and replaced, in their entirety, with the Orange County Fire Authority Procurement Code attached hereto as Exhibit A.

Section 2. Effective Date; Publication.

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage. Before the expiration of fifteen (15) days after its passage, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Register, a newspaper of general circulation published in the County of Orange.

*PASSED, APPROVED and ADOPTED* this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
GENE HERNANDEZ, CHAIR  
OCFA Board of Directors

ATTEST:

\_\_\_\_\_  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

STATE OF CALIFORNIA    }  
COUNTY OF ORANGE       } ss  
CITY OF ORANGE           }

I, SHERRY A.F. WENTZ, Clerk of the Orange County Fire Authority, do hereby certify that the foregoing Ordinance No. 008 was duly introduced and placed upon its first reading at a regular meeting of the Orange County Fire Authority Board of Directors on the 28<sup>th</sup> day of April 2016, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the Board of Directors of the Orange County Fire Authority held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote, to wit:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

**EXHIBIT A**

**ORANGE COUNTY FIRE AUTHORITY**  
**PROCUREMENT CODE**

- Art. I. In General, §§ 1-1--1-10**
- Art. II. Chief Procurement Officer Authority, §§ 1-11--1-14**
- Art. III. Source Selection and Contract Formation, §§ 1-15--1-40**
- Art. IV. Specifications, §§ 1-41--1-46**
- Art. V. Procurement of Public Works Projects and Professional Design Services, §§ 1-47--1-57**
- Art. VI. Contract Terms and Conditions, §§ 1-58--1-61**
- Art. VII. Cost Principles, §§ 1-62--1-65**
- Art. VIII. Materials Management, §§ 1-66--1-74**
- Art. IX. Legal and Contractual Remedies, §§ 1-75--1-125**
- Art. X. Cooperative Purchasing, §§ 1-126--1-131**
- Art. XI. Reserved, §§ 1-132--1-136**
- Art. XII. Ethics in Public Contracting, §§ 1-137--1-140**

**Article I. General Provisions**

- Sec. 1-1. General Law.
- Sec. 1-2. Applicability.
- Sec. 1-3. Definitions.
- Sec. 1-4. Supplementary general principles of law applicable.
- Sec. 1-5. Requirement of good faith.
- Sec. 1-6. Confidential information.
- Secs. 1-7--1-10. Reserved.

## **Article II. Chief Procurement Officer Authority**

Sec. 1-11. Authority of the Chief Procurement Officer.

Sec. 1-12. Written determinations.

Secs. 1-13, 1-14. Reserved.

## **Article III. Source Selection and Contract Formation**

Sec. 1-15. Definitions.

Sec. 1-16. Methods of source selection.

Sec. 1-17. Competitive sealed bidding.

Sec. 1-18. Competitive sealed proposals.

Sec. 1-19. Contracting for legal counsel.

Sec. 1-20. Small purchases.

Sec. 1-21. Sole source procurement.

Sec. 1-22. Emergency procurements.

Sec. 1-23. Special procurements.

Sec. 1-24. Cancellation of solicitations.

Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications

Sec. 1-26. Responsibility of bidders, offerors and respondents.

Sec. 1-27. Bid and contract security, material or service contracts.

Sec. 1-28. Types of contracts.

Sec. 1-29. Approval of accounting system.

Sec. 1-30. Multi-year contracts.

Sec. 1-31. Right to inspect.

Sec. 1-32. Right to audit records.

Sec. 1-33. Reporting of anticompetitive practices.

Sec. 1-34. Prospective vendors lists.

Sec. 1-35. Contract form and execution.

Sec. 1-36. Assignment of rights and duties.

Sec. 1-37--1-40. Reserved.



#### **Article IV. Specifications**

- Sec. 1-41. Definitions.
- Sec. 1-42. Maximum practicable competition.
- Sec. 1-43. Specifications prepared by other than Fire Authority personnel.
- Sec. 1-44. Brand name or equal specification.
- Sec. 1-45. Brand name specification.
- Sec. 1-46. Reserved.

#### **Article V. Procurement of Public Projects and Professional Design Services**

- Sec. 1-47. Definitions.
- Sec. 1-48. Procurement of public projects.
- Sec. 1-49. Public project informal bidding procedures.
- Sec. 1-50. Public project formal bidding procedures.
- Sec. 1-51. Procurement of professional design services.
- Sec. 1-52. Procurement of construction services.
- Sec. 1-53. Public project emergencies procedures.
- Sec. 1-54--1-57. Reserved.

#### **Article VI. Contract Terms and Conditions**

- Sec. 1-58. Contract terms and conditions.
- Secs. 1-59--1-61. Reserved.

#### **Article VII. Cost Principles**

- Sec. 1-62. Cost principles.
- Sec. 1-63. Cost or pricing data.
- Secs. 1-64, 1-65. Reserved.

#### **Article VIII. Materials Management**

- Sec. 1-66. Definitions.
- Sec. 1-67. Materials management guidelines.
- Sec. 1-68. Inventory management.
- Sec. 1-69. Disposition of surplus property.
- Secs. 1-70--1-74. Reserved.

## **Article IX. Legal and Contractual Remedies**

- Sec. 1-75. Definitions.
- Sec. 1-76. Authority of the Chief Procurement Officer.
- Sec. 1-77. Right to protest.
- Sec. 1-78. Filing of a protest.
- Sec. 1-79. Time for filing protests.
- Sec. 1-80. Stay of procurements during the protest.
- Sec. 1-81. Confidential information.
- Sec. 1-82. Decision by the Chief Procurement Officer.
- Sec. 1-83. Remedies.
- Sec. 1-84. Appeals to the Fire Chief.
- Sec. 1-85. Notice of appeal.
- Sec. 1-86. Stay of procurement during appeal.
- Sec. 1-87. Contract procurement officer report.
- Sec. 1-88. Dismissal by the Fire Chief.
- Sec. 1-89. Remedies.
- Sec. 1-90. Filing of a contract claim.
- Sec. 1-91. Chief Procurement Officer's decision.
- Sec. 1-92. Issuance of timely decision.
- Sec. 1-93. Appeals to the Fire Chief.
- Sec. 1-94. Fire Authority claims against a contractor.
- Sec. 1-95. Mediation.
- Sec. 1-96. Arbitration.
- Sec. 1-97. Final decision by the Fire Chief.
- Sec. 1-98. Judicial review of protests or claims.
- Sec. 1-99. Exclusive remedy.
- Secs. 1-100--1-115. Reserved.

## **Article X. Cooperative Purchasing**

- Sec. 1-116. Definitions.

Sec. 1-117. Applicability.

Sec. 1-118. Cooperative purchasing agreements required.

Sec. 1-119. Cooperative purchasing authorized.

Secs. 1-120, 1-121. Reserved.

**Article XI. Reserved**

Secs. 1-122--1-126. Reserved.

**Article XII. Ethics in Public Contracting**

Sec. 1-127. Procurement Ethics Standards

Secs. 1-128--1-130. Reserved.

## **ARTICLE I. GENERAL PROVISIONS**

### **Purpose**

The purpose of the Orange County Fire Authority Procurement Code is to:

- (a) Simplify, clarify, centralize, and modernize the Fire Authority's rules and regulations governing procurement.
- (b) Permit the continued development of best value procurement policies and practices.
- (c) Provide for increased public confidence in the procurement procedures followed by the Fire Authority.
- (d) Ensure the fair and equitable treatment of all persons who deal with the procurement system of the Fire Authority.
- (e) Provide increased economy in Fire Authority procurement activities and maximize, to the fullest extent practicable, the purchasing value of public monies of the Fire Authority, and foster effective broad-based competition within the free enterprise system.
- (f) Provide safeguards for the maintenance of a procurement system of quality and integrity.
- (g) Obtain in a cost-effective and timely manner the materials, services, and construction required by the Fire Authority to better serve its citizens.

### **Sec. 1-1. General Law.**

Pursuant to and to the extent required by Government Code Section 6509, the Orange County Fire Authority shall be restricted in the exercises of its powers in the same manner as is a general law city in accordance with the joint power agreement formed as of February 3, 1995, and as subsequently amended.

### **Sec. 1-2. Applicability.**

*Sec. 1-2(1).* The provisions of this code shall apply to the following:

- (a) Every expenditure of public monies by the Fire Authority irrespective of their source, including State and Federal assistance monies, for the procurement of materials, services, and public projects;
- (b) Disposal of property; and
- (c) Contracts where there is no expenditure of public monies or where the Fire Authority is offering something of value to the business community when the Fire Authority determines source selection and award of a contract.

*Sec. 1-2(2).* The following are exempt from the provisions of this code:

- (a) Grants awarded by the Fire Authority and approved by the Board of Directors;
- (b) The purchase, sale or lease of Fire Authority real property;
- (c) Contracts for professional witnesses if the purpose of such contracts is to provide for services or testimony relating to an existing or probable judicial proceeding in which the Fire Authority

is or may become a party to, and contracts for special investigative services for law enforcement purposes;

(d) Agreements negotiated by the Fire Authority in settlement of litigation or threatened litigation; or

(e) Contracts with other governmental agencies.

### **Sec. 1-3. Definitions.**

In this code, unless the context otherwise requires:

*Sec. 1-3(1). "Business"* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

*Sec. 1-3(2). "Change order"* means a written document authorized by the Chief Procurement Officer which directs the contractor to make changes with or without the consent of the contractor.

*Sec. 1-3(3). "Chief Procurement Officer"* means the official appointed by the Fire Chief as the purchasing and materials manager and the central procurement and contracting authority for the Fire Authority.

*Sec. 1-3(4). "Contract"* means all types of Fire Authority agreements, regardless of what they may be called, for the procurement of materials, maintenance, services, public works, construction or the disposal of materials.

*Sec. 1-3(5). "Construction"* means the process of building, reconstructing, erecting, altering, renovating, improving, demolishing, or repairing any Fire Authority owned, leased, or operated facility. Construction does not include maintenance work, which is defined to include routine, recurring, and usual work for the preservation or protection of any Fire Authority owned or operated facility for its intended purposes.

*Sec. 1-3(7). "Contract officer"* means any person duly authorized by the Chief Procurement Officer to facilitate the source selection process, including but not limited to; preparing solicitations and written determinations, conducting negotiations, making award recommendations, and administering contracts.

*Sec. 1-3(8). "Contractor" or "Consultant"* means any person who has a procurement contract with the Fire Authority.

*Sec. 1-3(9). "Days"*, unless otherwise specified, means calendar days and shall be computed by excluding the first day and including the last working day, unless the last day is a holiday, and then it is also excluded.

*Sec. 1-3(10). "Department"* means the Purchasing Section of the Business Services Department.

*Sec. 1-3(11). "Designee"* means a duly authorized representative of the Chief Procurement Officer, designated by the Chief Procurement Officer.

*Sec. 1-3(12). "Disposal of material"* means sale of surplus property by public auction, including online electronic auction, competitive sealed bidding, small purchase procedures, recycling, or other appropriate method designated by this code.

*Sec. 1-3(13). "Electronic"* means electrical, digital, magnetic, optical, electromagnetic, or any other



similar technology.

*Sec. 1-3(14). "Emergency"* means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

*Sec. 1-3(15). "Executive Committee"* means the Executive Committee of the Orange County Fire Authority Board of Directors.

*Sec. 1-3(16). "Fire Authority"* means the Orange County Fire Authority.

*Sec. 1-3(17). "Grant"* means the furnishing of assistance, whether financial or otherwise, to any person to support a program authorized by law. Grant does not include an agreement whose primary purpose is to procure a specific end product, whether in the form of materials, services or construction. A contract resulting from such an agreement is not a grant but a procurement contract.

*Sec. 1-3(18). "Materials"* means all property, including but not limited to, equipment, supplies, printing, insurance and buildings but does not include land, a permanent interest in land or leases of real property.

*Sec. 1-3(19). "Person"* means any corporation, consultant, business, individual, union, committee, club, other organization or group of individuals.

*Sec. 1-3(20). "Procurement"* means buying, purchasing, renting, leasing, or otherwise acquiring any materials, services, or construction. Procurement also includes all functions that pertain to the acquisition of any material, service, or construction including but not limited to, description of requirements, selection and solicitation of sources, preparation, negotiation and, award of contract, and all phases of contract administration.

*Sec. 1-3(21). "Professional service"* means a unique, technical function performed by an independent contractor or firm qualified by education, experience, and/or technical ability to provide services and may include consulting, marketing analysis, banking services, auditing, software development/design, and editing services.

*Sec. 1-3(22). "Public notice"* means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods may include electronic mailing lists and a website maintained for that purpose.

*Sec. 1-3(23). "Services"* means the furnishing of labor, time or effort by a contractor, consultant, subcontractor or sub-consultant which does not involve the delivery of a specific end product other than required design documents or reports and performance. Services do not include employment agreements or collective bargaining agreements. The definition of services includes, but is not limited to: consulting, personal, professional, legal counsel, auditing, technical, professional design and construction services.

*Sec. 1-3(24). "Sole Source"* means a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions.

*Sec. 1-3(25). "Subcontractor or subconsultant"* means a person who contracts to perform work or render service to a contractor or consultant as defined by this section or to another subcontractor or subconsultant as a part of a contract with the Fire Authority.

*Sec. 1-3(26). "Written or in writing"* means the product of any method for forming characters on paper or other material or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

*Sec. 1-3(27). "Using department"* means any organizational unit of the Fire Authority, which utilizes any materials, services or construction procured under this code.

**Sec. 1-4. Supplementary general principles of law applicable.**

Unless displaced by the particular provisions of this code, the principles of law and equity, including the uniform commercial code of this state, the common law of contracts as applied in this state and law relative to agency, fraud, misrepresentation, duress, coercion and mistake supplement the provisions of this code.

**Sec. 1-5. Requirement of good faith.**

This code requires all parties involved in the negotiation, performance, or administration of Fire Authority contracts to act in good faith.

**Sec. 1-6. Confidential information.**

All bids, proposals, offers, specifications, or protests submitted to the Fire Authority are subject to public inspection and disclosure under the California Public Records Act (Government Code Section 6250 et seq.). If a person believes that any portion of its bid, proposal, offer, specifications or protest is exempt from public disclosure, such portion may be marked "confidential." Except as required by law or court order, the Fire Authority will use reasonable means to ensure that such confidential information is safeguarded.

**Secs. 1-7--1-10. Reserved.**

## **ARTICLE II. CHIEF PROCUREMENT OFFICER AUTHORITY**

**Sec. 1-11. Authority of the Chief Procurement Officer.**

*Sec. 1-11(1).* Except as otherwise provided in this code, the Chief Procurement Officer may adopt operational procedures consistent with this code governing the procurement and management of all materials, services, and construction to be procured by the Fire Authority and the disposal of materials.

*Sec. 1-11(2).* The Chief Procurement Officer shall serve as the central procurement and contracting authority of the Fire Authority.

*Sec. 1-11(3).* Except as otherwise provided in this code, the Chief Procurement Officer shall:

- (a) Procure or supervise the procurement of all materials, services and construction needed by the Fire Authority and establish the methods and procedures necessary for the proper, efficient, and economical functioning of the procurement program.
- (b) Establish guidelines for the management of all inventories of materials belonging to the Fire Authority.
- (c) Sell, trade or otherwise dispose of surplus materials belonging to the Fire Authority in accordance with the provisions of Section 1-69.

- (d) Prepare, issue, revise, maintain, and monitor the use of specifications for materials, services and construction required by the Fire Authority.
- (e) Manage the Fire Authority's procurement card (pCard) program.
- (f) Furnish the Board of Directors with such reports and information as the Board may require.

*Sec. 1-11(4).* The Chief Procurement Officer may delegate procurement authority to designees or to any using department or official of the Fire Authority.

*Sec. 1-11(5).* The Chief Procurement Officer may determine in writing that noncompliance with any provision of this code is not substantial and may allow for correction or may waive minor informalities or irregularities. The basis for the decision shall be included in the determination.

*Sec. 1-11(6).* The Chief Procurement Officer, in accordance with this code, shall have the authority to award contracts not exceeding the amount defined under management authority in the Roles and Responsibilities Matrix. Contracts exceeding management authority shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or the Board of Directors.

*Sec. 1-11(7).* Except in cases of emergency, pursuant to Section 1-22, or where the Board of Directors or the Executive Committee has retained authority, no purchase of services, supplies and equipment by any person other than the Chief Procurement Officer or designee shall be binding upon the Fire Authority or constitute lawful charge against Fire Authority funds.

**Sec. 1-12. Written determinations.**

Written determinations required by this code shall be retained in the department.

**Secs. 1-13, 1-14. Reserved.**

## **ARTICLE III. SOURCE SELECTION AND CONTRACT FORMATION**

**Sec. 1-15. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-15(1).* "*Best value*" means a method in the competitive sealed proposal process which permits the evaluation of criteria to determine the best overall value to the Fire Authority.

*Sec. 1-15(2).* "*Discussions*" means communication with an offeror, bidder or respondent for the purpose of:

- (a) Eliminating minor irregularities, informalities, or apparent clerical mistakes in the offer or response;
- (b) Clarifying any offer or response to assure full understanding of, and responsiveness to, solicitation requirements;
- (c) Resolving minor variations in contract terms and conditions; or
- (d) Establishing the competency or financial stability of any offeror, bidder or respondent.

*Sec. 1-15(3).* "*Invitation for bid*" means all documents, written or electronic, whether attached or

incorporated by reference, which are used for soliciting bids in accordance with the procedures prescribed in Section 1-17.

*Sec. 1-15(4). "Minor informalities or irregularities"* means mistakes, or non-judgmental errors, that have negligible effect on price, quantity, quality, delivery, or other contractual terms whereby the waiver or correction of such mistakes does not prejudice other bidders, offerors or respondents.

*Sec. 1-15(5). "Negotiations"* means an exchange of information or any form of cooperation during which the offeror and the Fire Authority may alter or otherwise change the conditions, terms, and price, unless prohibited, of the proposed contract.

*Sec. 1-15(6). "Registered supplier"* means a supplier, vendor, or contractor that that has registered as an interested party to do business with the Fire Authority.

*Sec. 1-15(7). "Request for proposals"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting proposals in accordance with procedures prescribed in Section 1-18.

*Sec. 1-15(8). "Request for qualifications"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting responses from qualified respondents in accordance with Article V.

*Sec. 1-15(9). "Responsible bidder, offeror, or respondent"* means a person who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the procurement contract.

*Sec. 1-15(10). "Responsive bidder"* means a person who submits a bid which conforms in all material respects to a solicitation.

*Sec. 1-15(11). "Solicitation"* means an invitation for bids, a request for technical proposals, a request for proposals, a request for qualifications, a request for quotations, or any other invitation or request by which the Fire Authority invites a person to participate in a procurement.

#### **Sec. 1-16. Methods of source selection.**

All contracts of the Fire Authority shall be awarded by one of the methods of source selection specified in this code.

#### **Sec. 1-17. Competitive sealed bidding.**

*Sec. 1-17(1). Invitation for bids.*

- (a) Competitive sealed bids shall be solicited through an invitation for bids. The invitation for bids shall include specifications and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.
- (b) A prequalification process may be conducted prior to the issuance of an invitation for bids in order to establish a list of qualified bidders. In the event a prequalification process is used, the contract officer shall only consider bids that are submitted from prequalified bidders.

*Sec. 1-17(2). Public notice.* Notice of the invitation for bids shall be electronically posted and the invitation for bids shall be available for public inspection not less than fourteen (14) days prior to the date set forth therein for the opening of bids. A shorter time may be deemed necessary for a particular procurement as determined in writing by the Chief Procurement Officer. The public notice

shall state the place, date, and time of bid opening.

*Sec. 1-17(3). Pre-bid conference.* The Chief Procurement Officer may conduct a pre-bid conference. If a pre-bid conference is conducted, it shall be not less than seven days before the bid due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-17(4). Solicitation amendment.* The Chief Procurement Officer shall issue a solicitation amendment to do any or all of the following:

- (a) Make a correction in the solicitation;
- (b) Correct defects or ambiguities;
- (c) Provide additional information or instructions; or
- (d) Extend the offer due date and time if the Chief Procurement Officer determines that an extension is in the best interest of the Fire Authority.

If a solicitation is changed by a solicitation amendment, the Chief Procurement Officer shall post the amendment electronically and notify registered suppliers. It is the responsibility of the offeror to obtain any solicitation amendments and acknowledge receipt of amendment as specified in the solicitation amendment.

*Sec. 1-17(5). Late bids.* A bid is late if it is received at the location designated in the invitation for bids after the time and date set for bid opening. A late bid shall be rejected. Bidders submitting bids that are rejected as late shall be so notified.

*Sec. 1-17(6). Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. A secure web-based system or other appropriate media may be used in lieu of public bid opening, provided that the accuracy, confidentiality, and reliability is maintained. The name of each bidder and the amount of each bid, as well as other relevant information as the Chief Procurement Officer deems appropriate shall be recorded. Unless otherwise determined by the Chief Procurement Officer, this record shall be open to public inspection. In the event no attendees are present for bid opening, the sealed bids shall be opened by the department and a "bid" or "no bid" may be recorded on the tabulation. The bids shall not be available for public inspection until after a contract is awarded. After a notice of intent to award is issued or, in the absence of a notice of intent to award, after final execution of the contract, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-17(7). Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this code. Bids shall be evaluated based on the requirements set forth in the invitations for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids.

*Sec. 1-17(8). Correction or withdrawal of bids; cancellation of awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received by the department prior to the time set for bid opening.



Mistakes discovered after bid opening may be modified or withdrawn only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other bid provisions prejudicial to the interest of the Fire Authority or fair competition shall be permitted. In lieu of bid correction, a bidder alleging a mistake may be permitted to withdraw its bid if:

- (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Chief Procurement Officer.

*Sec. 1-17(9). Contract award.*

- (a) *General.* The contract shall be awarded by appropriate notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to requirements and criteria set forth in the invitation for bids.
- (b) *Public record.* After the Fire Authority issues a notice of intent to award, or in the absence of a notice of intent to award upon final contract execution, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.
- (c) *Encumbrance of funds.* Except in cases of emergency, or in cases where specific authority has been first obtained from the Fire Chief, the Chief Procurement Officer shall not issue any purchase orders for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which said purchase is to be charged. All purchases, regardless of encumbrances, shall be made in conformance with the policies established by this code.
- (d) *Procurement of recycled material.* Recycled products shall be used whenever practicable when they are of comparable quality, of equivalent price and appropriate for the intended use. Recycled products shall be procured in accordance with Public Contract Code, Section 22150, et seq.

*Sec. 1-17(10). Low tie bids.* If there are two (2) or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria and that meet all the requirements and criteria set forth in the invitation for bids, award may be made by random selection in a manner prescribed by the Chief Procurement Officer.

**Sec. 1-18. Competitive sealed proposals.**

*Sec. 1-18(1). Request for proposals.*

- (a) Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall include a scope of work and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.

- (b) A prequalification process may be conducted prior to the issuance of a request for proposals in order to establish a list of qualified offerors. In the event a prequalification process is used, the contract officer shall only consider proposals that are submitted from prequalified offerors.

*Sec. 1-18(2). Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 1-17(2).

*Sec. 1-18(3). Pre-proposal conference.* The Chief Procurement Officer may conduct a pre-proposal conference. If a pre-proposal conference is conducted, it shall be not less than seven days before the offer due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-18(4). Solicitation amendment.* Solicitation amendments shall be handled in the same manner as provided in Section 1-17(4).

*Sec. 1-18(5). Late proposals.* A proposal is late if it is received at the location designated in the request for proposals after the time and date set for receipt of proposals. Late proposals shall be rejected in accordance with Section 1-17(5).

*Sec. 1-18(6). Receipt of proposals.* Proposals shall not be opened publicly. No proposals shall be handled as to permit disclosure of the contents of any proposal to competing offerors. Proposals shall be open for public inspection after final execution of the contract, except to the extent that the withholding of information is permitted or required by law. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-18(7). Evaluation of proposals.*

- (a) *Evaluation criteria.* The request for proposals shall state the criteria to be used in the evaluation of the proposals and shall include their relative importance. Specific numerical weighting is not required.
- (b) *Selection committee.* The Chief Procurement Officer shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No other factors or criteria may be used in the evaluation.

*Sec. 1-18(8). Discussion with offerors.* Discussions may be conducted with offerors.

*Sec. 1-18(9). Negotiations with offerors and revisions to proposals.* Negotiations may be conducted with offerors. 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.

- (a) *Concurrent negotiations.* Negotiations may be conducted concurrently with offerors for the purpose of determining source selection and/or contract award.
- (b) *Exclusive negotiations.* Exclusive negotiations may be conducted with the offeror whose proposal is determined in the source selection process to be most advantageous to the Fire Authority. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the Fire

Authority may enter into exclusive negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

*Sec. 1-18(10). Contract award.* Contract award shall be made by the Chief Procurement Officer to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Fire Authority taking into consideration the evaluation criteria set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

#### **Sec. 1-19. Contracting for legal counsel.**

*Sec. 1-19(1). Authority.* For the purpose of procuring the services of legal counsel, as defined by the laws of the state, contracts for the services of legal counsel shall be awarded with the authorization of the Board of Directors or the Executive Committee except as otherwise provided by law.

*Sec. 1-19(2). Conditions for use.* Unless determined by the Board of Directors or the Executive Committee that direct selection is in the best interest of the Fire Authority, the services of legal counsel shall be procured in accordance with this code.

#### **Sec. 1-20. Small purchases.**

*Sec. 1-20(1). General.* Any contract for the purchase of supplies, equipment and services (including maintenance) not exceeding fifty thousand dollars (\$50,000.00) may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

*Sec. 1-20(2). Small purchases over ten thousand dollars (\$10,000.00).* Insofar as it is practical for small purchases in excess of ten thousand dollars (\$10,000.00) but less than fifty thousand dollars (\$50,000.00), no less than three (3) businesses shall be solicited to submit quotations. Award shall be made to the responsible bidder submitting the quotation which is most advantageous to the Fire Authority and conforms in all material respects to the solicitation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be maintained as a public record. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest of the Fire Authority to do so.

*Sec. 1-20(3). Small purchases less than ten thousand dollars (\$10,000.00).* The Chief Procurement Officer shall adopt operational procedures for making small purchases of ten thousand dollars (\$10,000.00) or less.

#### **Sec. 1-21. Sole source procurement.**

Notwithstanding any other provisions of this code, a contract may be awarded without competition when the Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service, or construction item. The using department requesting a sole source procurement shall provide written evidence to support a sole source determination. The Chief Procurement Officer may require that negotiations are conducted as to price, delivery, and terms. The Chief Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or Board of Directors. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a

public record.

**Sec. 1-22. Emergency procurements.**

Notwithstanding any other provisions of this code, the Fire Chief may make or authorize others to make emergency procurements of materials, services, or construction when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with Sections 1-17, 1-18, 1-49, or 1-50 contrary to the public interest; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The using department requesting an emergency procurement shall provide written evidence to support an emergency determination. An emergency procurement shall be limited to those materials, services, or construction necessary to satisfy the emergency need. Emergency procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Chair or Vice Chair of the Board of Directors. A written determination of the basis for the emergency and for the selection of the particular contractor shall be maintained as a public record.

**Sec. 1-23. Special procurements.**

Notwithstanding any other provisions of this code, the Executive Committee or the Board of Directors may authorize procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance) when, due to unusual or special circumstances, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services). This is not applicable to the procurement of construction services (Section 1-50). The using department requesting a special procurement shall provide written evidence to support a special procurement determination. Any special procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the special procurement and for the selection of the particular contractor shall be maintained as public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and a wise exercise of discretion and is in the public interest.

**Sec. 1-24. Cancellation of solicitations.**

*Sec. 1-24(1). Cancellation of solicitations.* An invitation for bids, a request for proposals, a request for qualifications, or other solicitation may be cancelled, or any or all bids, proposals or statements of qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the Fire Authority.

*Sec. 1-24(2). Prior to opening.*

- (a) As used in this section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications or receipt of proposals in competitive sealed proposals.
- (b) Prior to opening, a solicitation may be cancelled in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services, or construction;
  - ii. The Fire Authority no longer can reasonably expect to fund the procurement; or
  - iii. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is in the best interest of the Fire Authority.

- (c) When a solicitation is cancelled prior to opening, notice of cancellation shall be publicly posted.
- (d) The notice of cancellation shall:
  - i. Identify the solicitation;
  - ii. Briefly explain the reason for cancellation; and
  - iii. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services, or construction.

*Sec. 1-24(3). After opening.*

- (a) After opening but prior to award, all bids, proposals or statements of qualifications may be rejected in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services or construction;
  - ii. Ambiguous or otherwise inadequate specifications or scopes of work were part of the solicitation;
  - iii. The solicitation did not provide for consideration of all factors of significance to the Fire Authority;
  - iv. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
  - v. All otherwise acceptable bids, statements of qualifications or proposals received are at clearly unreasonable prices;
  - vi. There is reason to believe that the bids, statements of qualifications or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or
  - vii. Competition was insufficient.
- (b) A notice of rejection shall be sent to all persons that submitted bids, statements of qualifications or proposals, and it shall conform to subsection 1-24(2) (d) of this section.
- (c) If all bids, proposals or request for qualifications are rejected, all bids, proposals or statements received shall remain, to the extent possible, confidential.

*Sec. 1-24(4). Documentation.* The reasons for cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

**Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications.**

- (a) A bid may be rejected if:
  - i. The bidder is determined to be non-responsible pursuant to Section 1-26;
  - ii. The bid is nonresponsive in accordance with Section 1-17; or
  - iii. It is otherwise not advantageous to the Fire Authority.
- (b) A proposal, statement of qualifications, or quotation may be rejected if:



- i. The person responding to the solicitation is determined to be non-responsible pursuant to Section 1-26; or
- ii. The proposal is incomplete, nonresponsive to solicitation requirements; or
- iii. The proposed price exceeds available funds or is unreasonable; or
- iv. It is otherwise not advantageous to the Fire Authority.

(c) The reasons for rejection shall be made a part of the procurement file and shall be available for public inspection.

#### **Sec. 1-26. Responsibility of bidders, offerors and respondents.**

*Sec. 1-26(1). Findings of non-responsibility.* If a bidder, offeror or respondent who otherwise would have been awarded a contract is found non-responsible, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the contract officer. The unreasonable failure of a bidder, offeror or respondent to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a finding of non-responsibility with respect to such bidder or offeror. The written finding shall be made part of the contract file and be made a public record.

*Sec. 1-26(2). Right of nondisclosure.* Except as required by law or court order, confidential information furnished by a bidder, offeror or respondent pursuant to this section shall not be disclosed by the Fire Authority outside of the agency, or using department, without prior written consent by the bidder, offeror or respondent.

*Sec. 1-26(3). Factors.* Factors to be considered in determining if a prospective contractor is responsible include:

- (a) The proposed contractor's financial, physical, personnel or other resources, including subcontracts;
- (b) The proposed contractor's record of performance and integrity;
- (c) Whether the proposed contractor is qualified legally to contract with the Fire Authority; and
- (d) Whether the proposed contractor supplied all necessary information concerning its responsibility.

*Sec. 1-26(4). Responsibility criteria.* The contract officer may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation.

#### **Sec. 1-27. Bid and contract security, material or service contracts.**

The Chief Procurement Officer may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Chief Procurement Officer shall consider the nature of the performance and the need for future protection to the Fire Authority. The requirement for security must be included in the invitation for bids, ~~invitation for reverse auction bids~~ or request for proposals. Failure to submit security in the amount and type of security required may result in the rejection of the bid or proposal.

#### **Sec. 1-28. Types of contracts.**

Subject to the limitations of this code, any type of contract which will promote the best interests of the Fire Authority may be used.

**Sec. 1-29. Approval of accounting system.**

The Chief Procurement Officer may require that the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles prior to award of a contract.

**Sec. 1-30. Multi-year contracts.**

Unless otherwise provided by law, a contract for materials, services or construction may be entered into for any period of time deemed to be in the best interest of the Fire Authority, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

**Sec. 1-31. Right to inspect.**

The Fire Authority may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or sub-consultant that is related to the performance of any contract awarded or to be awarded by the Fire Authority.

**Sec. 1-32. Right to audit records.**

*Sec. 1-32(1).* The Fire Authority may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data as provided in Article VII of this code to the extent that the books and records relate to the cost or pricing data. Any person who is awarded a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless otherwise specified in the contract.

*Sec. 1-32(2).* The Fire Authority is entitled to audit the books and records of a contractor, consultant or any subcontractor or sub-consultant under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contractor or consultant, and by the subcontractor or sub-consultant for a period of three (3) years from the date of final payment under the subcontract, unless otherwise specified in the contract.

**Sec. 1-33. Reporting of anticompetitive practices.**

If for any reason collusion or other anticompetitive practices are suspected among any bidders, offerors or respondents a notice of the relevant facts shall be transmitted to the Chief Procurement Officer. This section does not require a law enforcement agency conducting an investigation into such practices to convey such notice to the Chief Procurement Officer.

**Sec. 1-34. Prospective vendors lists.**

*Sec. 1-35(1).* The Chief Procurement Officer shall maintain a prospective vendors list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a Fire Authority contract.

*Sec. 1-35(2).* Persons desiring to be included on the prospective vendors list may register with the department electronically. The department may remove a person from the prospective vendors list if it is determined that inclusion is not advantageous to the Fire Authority.

*Sec. 1-35(3).* It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

**Sec. 1-35. Contract form and execution.**

All contracts entered into under this code not exceeding the amount established by Section 1-11(6) shall be executed in the name of the Fire Authority by the Chief Procurement Officer. Contracts entered into under this code exceeding the amount established by Section 1-11(6) approved by the Executive Committee shall be executed by the Fire Chief, approved as to form by the General Counsel to the Fire Authority and countersigned by the Clerk of the Authority.

**Sec. 1-36. Assignment of rights and duties.**

The Chief Procurement Officer shall have the rights and duties of the Fire Authority to contract for the purchase of all services, supplies, equipment and other personal property required by the Fire Authority in accordance with the code and all policies and procedures adopted by the Board of Directors, and administrative procedures approved by the Fire Chief, or as otherwise provided by law. Except in cases where the Board of Directors or the Executive Committee has retained authority, the purchase of services, supplies and equipment are not transferable or otherwise assignable without the written consent of the Chief Procurement Officer.

**Sec. 1-37--1-40. Reserved.**

## **ARTICLE IV. SPECIFICATIONS**

**Sec. 1-41. Definition.**

As used in this article, "specification" is used interchangeably with "scope", "scope of services", or "scope of work" and means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service, or construction item for delivery.

**Sec. 1-42. Maximum practicable competition.**

*Sec. 1-42(1).* All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the Fire Authority's needs and shall not be unduly restrictive.

*Sec. 1-42(2).* To the extent practicable and unless otherwise permitted by this code, all specifications shall describe the Fire Authority's requirements in a manner that does not unnecessarily exclude a material, service, or construction item.

*Sec. 1-42(3).* Restrictive specifications shall not be used unless such specifications are required and it is not practicable or advantageous to use a less restrictive specification. The using department requesting a restrictive specification shall provide written evidence to support the restrictive specification. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of restrictive specifications.

*Sec. 1-42(4).* To the extent practicable, the Fire Authority shall use accepted commercial specifications and shall procure standard commercial materials.

**Sec. 1-43. Specifications prepared by other than Fire Authority personnel.**

The requirements of this code regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared other than by Fire Authority personnel, including, but not limited to, those prepared by architects, engineers, designers, and consultants for public contracts, or subcontractors. No person preparing specifications shall receive any direct or indirect benefit from the utilization of such specifications.

**Sec. 1-44. Brand name or equal specification.**

A brand name or equal specification may be used to describe the standards of quality, performance, and other characteristics needed to meet the requirements of a solicitation, and which invites offers for equivalent products from a manufacturer.

**Sec. 1-45. Brand name specification.**

A brand name specification may be used to identify the sole acceptable item that meets the Fire Authority's needs. The using department requesting a brand name specification shall provide written evidence to support a brand name determination. A written determination by the Chief Procurement Officer of the basis for the brand name shall be maintained as public record. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of a brand name specification.

**Sec. 1-46. Reserved.**

**ARTICLE V.  
PROCUREMENT OF PUBLIC WORKS PROJECTS AND  
PROFESSIONAL DESIGN SERVICES**

**Sec. 1-47. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-47(1). "Capital improvement"* means an outlay of funds for the acquisition or improvement of real property, which extends the life or increases the productivity of the real property.

*Sec. 1-47(2). "Contractor"* shall mean any corporation, partnership, individual, sole proprietorship, joint venture or other legal entity which enters into a contract to sell commodities, services, or construction services to the Fire Authority.

*Sec. 1-47(4). "Construction project management"* means those services provided by a licensed architect, registered engineer, or licensed general contractor.

*Sec. 1-47(5). "Construction services"* means either of the following for construction- manager-at-risk, and design-build project delivery methods:

- (a) Construction, excluding services, through the construction-manager-at-risk project delivery methods.
- (b) A combination of construction and, as elected by the Fire Authority, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definitions of construction- manager-at-risk, and design-build in this section.

*Sec. 1-47(6). "Construction-manager-at-risk"* means a project delivery method in which:

- (a) There is a separate contract for design services and a separate contract for construction services.
- (b) The contract for construction services may be entered into at the same time as the contract for design services or at a later time.

- (c) Design and construction of the project may be in sequential phases or concurrent phases.
- (d) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(7). "Cost" means the aggregate cost of all materials and services, including labor performed by force account.*

*Sec. 1-47(8). "Design-bid-build" means a project delivery method in which:*

- (a) There is a sequential award of two (2) separate contracts.
- (b) The first contract is for design services.
- (c) The second contract is for construction.
- (d) Design and construction of the project are in sequential phases.
- (e) Finance services, maintenance services and operations services are not included.

*Sec. 1-47(9). "Design-build" means a project delivery method in which:*

- (a) There is a single contract for design services and construction services.
- (b) Design and construction of the project may be in sequential phases or concurrent phases.
- (c) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(10). "Design professional" means an architect or engineer, or both, duly licensed for professional practice, who may be employed by an owner for the purpose of designing a project.*

*Sec. 1-47(11). "Emergency for Public Projects" shall have the meaning provided in Public Contract Code Sections 22035 and 22050.*

*Sec. 1-47(12). "Facility" means any plant, building, structure, ground facility, real property, street, highway or other public work improvement.*

*Sec. 1-47(13). "Firm" means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.*

*Sec. 1-47(14). "Finance services" means financing for a construction services project.*

*Sec. 1-47(15). "Force account" means work performed on public projects by the Fire Authority's regularly employed personnel.*

*Sec. 1-47(16). "Maintenance work" shall have the meaning provided in Public Contract Code Section 22002(d), as that section may be amended from time to time, and shall include the following:*

- (a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.



- (b) Minor repainting.
- (c) Resurfacing of streets and highways at less than one inch.
- (d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

*Sec. 1-47(17). "Preconstruction services" means advice during the design phase.*

*Sec. 1-47(18). "Professional design services" means architect services, engineering services, geologist services, landscape architect services, and land surveying service or any combination of those services that are legally required to be accomplished, reviewed, and approved by professionals registered to practice in the pertaining discipline in the State of California.*

*Sec. 1-47(19). "Professional engineer" refers to a person engaged in the professional practice of rendering service or creative work requiring education, training and experience in engineering sciences and the application of special knowledge of the mathematical, physical and engineering sciences in such professional or creative work as consultation, investigation, evaluation, planning or design of public or private utilities, structures, machines processes, circuits, buildings, equipment or projects, and supervision of construction for the purpose of securing compliance with specifications and design for any such work.*

*Sec. 1-47(20). "Public project" shall have the meaning provided in Public Contract Code Section 22002(c), as that section may be amended from time to time, and shall include the following:*

- (a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (b) Painting or repainting of any publicly owned, leased, or operated facility.
- (c) "Public project" does not include maintenance work.

*Sec. 1-47(21). "Public works contract" means an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.*

*Sec. 1-47(22). "Solicitation" shall mean an invitation for bids, request for quotations, request for qualifications, or request for proposals issued by the Fire Authority for the purpose of requesting bids, quotes or proposals to perform a contract.*

*Sec. 1-47(23) "Uniform Public Construction Cost Accounting Act" is an alternative method for public project work performed or contracted by public entities in California as defined by Public Contract Code Section 22000 et seq. The Fire Authority adopted the alternative informal bidding procedures on February 22, 1996 establishing informal bidding procedures for public works.*

## **Sec. 1-48 Procurement of public projects.**

*Sec. 1-48(1). Procurement of public projects, in accordance with the limits listed in Section 22302 of the Public Contract Code, as those limits may be amended from time to time, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest*

of the Fire Authority.

*Sec. 1-48(2).* Contracts for construction shall be solicited through a competitive sealed bid process except as otherwise provided for in Sections 1-52 (procurement of construction services), 1-20 (small purchases), 1-21 (sole source procurement), and 1-22 (emergency procurements). The Chief Procurement Officer shall award contracts for public projects in accordance with the requirements of Public Contract Code Section 22000 et seq. and this code.

*Sec. 1-48(3). Force Account and informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(a), as amended from time to time, may be performed by the employees of the Fire Authority, by negotiated contract, or by purchase order.

*Sec. 1-48(4). Informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(b), as amended from time to time, may be let to contract by informal bidding procedures as set forth in Section 1-49(1).

*Sec. 1-48(5). Formal bidding procedures.* Public projects exceeding the amount set forth in Public Contract Code Section 22032(c), as may be amended from time to time, shall be let to contract by formal bidding procedures as set forth in Section 1-50.

*Sec. 1-48(6) Payment bond.* In accordance with the Civil Code Section 9550 et seq. all public works bids involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall require a payment bond in an amount not less than 100 percent of the total amount payable pursuant to the public works contract.

#### **Sec. 1-49. Public project informal bidding procedures.**

*Sec. 1-49(1).* Public projects which are subject to the informal bidding procedures as set forth in Section 1-48, shall be awarded to the lowest responsible bidder in accordance with the Public Contract Code Section 22000 et seq.

*Sec. 1-49(2). Contractors list.* The Fire Authority shall maintain a list of qualified contractors, identified according to categories of work. The development and maintenance of the list shall be in accordance with the provisions in the Public Contract Code Section 22034 and criteria established from time to time by the California Uniform Construction Cost Accounting Commission.

*Sec. 1-49(3). Notice inviting informal bids.* All contractors on the list of qualified contractors for the category of work to be bid or all construction trade journals as specified in the Public Contract Code Section 22036, or both, shall be sent a notice inviting informal bids unless the product or service delivery is proprietary. Additional contractors and/or construction trade journals may be notified at the discretion of the Chief Procurement Officer. If there is no list of qualified contractors maintained by the Fire Authority for the particular category of work to be performed, the notice shall be sent to the construction trade journals specified by the Commission.

*Sec. 1-49(4). Sending notices and descriptions of project.* All sending of notices to contractors and construction trade journals pursuant to Section 1-49(3) shall be completed not fewer than ten calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

*Sec. 1-49(5). Award of informal bids.* The Chief Procurement Officer is authorized to award informal bids for public projects.

*Sec. 1-49(6). Bids in excess of the formal bid limit.* If all bids received are in excess of the amount set forth in Public Contract Code Section 22032(b), as may be amended from time to time, the Board of Directors may by passage of a resolution by a four-fifths vote, award the contract, to the lowest responsible bidder, if it determines the cost estimate was reasonable and the contract amount will not exceed the amount set forth in Public Contract Code Section 22034(d), as may be amended from time to time.

#### **Sec. 1-50. Public project formal bidding procedures.**

*Sec. 1-50(1).* Public projects which are subject to formal bidding procedures, shall be awarded to the lowest responsive and responsible bidder in accordance with the procedures set forth in this section.

*Sec. 1-50(2). Notice inviting formal bids.* The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days before the date of opening the bids, in a newspaper of general circulation within the jurisdiction of the Fire Authority. The notice inviting formal bids shall also be sent electronically to all construction trade journals specified for the County of Orange in the Public Contract Code Section 22036 at least fifteen (15) calendar days before the date of bid opening. In addition to notice required by this section, the Fire Authority may give other notice as it deems proper.

*Sec. 1-50(3). Adopt plans.* The Board of Directors of the Fire Authority shall adopt plans, specifications, and working details for all public projects as required by Public Contract Code 22039, exceeding the amount specified in the Public Contract Code Section 22032(c).

*Sec. 1-50(4). Bidder security.* All formal public projects shall require bidder's security as required by state law. Bid security shall be in an amount equal to at least ten percent of the amount bid, or such other amount as may be set forth in Public Contract Code Section 20171, as may be amended from time to time. Any bid bond submitted shall be executed by an admitted surety insurer which meets the rating requirements established by the risk manager or designee, made payable to the Fire Authority.

*Sec. 1-50(5). Prequalification.* The Fire Authority may require bidders to meet certain criteria in order to be placed upon a bidder's list to bid on formal public projects.

*Sec. 1-50(6). Award of formal bids.* The Board of Directors of the Fire Authority shall award all formal public works projects.

#### **Sec. 1-51. Procurement of professional design services.**

Contracts for professional design services shall be solicited and selected in accordance with Government Code Section 4525 et seq. through a request for qualifications.

#### **Sec. 1-52. Procurement of construction services.**

Contracts for construction services shall be solicited through a design-bid build or a design-build process in accordance with Public Contract Code Section 22160 et seq. except as otherwise provided for in Section 1-53. The Board of Directors or delegated authority shall award all contracts for construction services in accordance with the state requirements and this code.

#### **Sec. 1-53. Public project emergencies procedure.**

In cases of emergency, when repair or replacements are necessary to permit the continued conduct of the operation or services of the Fire Authority or to avoid danger to life or property, the Chair or Vice Chair

of the Board of Directors, after making a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and, that the action is necessary to respond to the emergency, may by a four-fifths vote, proceed at once to replace or repair any public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. The Fire Chief shall have the power to declare a public emergency when it is impractical to convene a meeting of the Board of Directors, subject to confirmation by the Board, by a four-fifths vote, at its next meeting and reviewed at least at every regularly scheduled meeting thereafter until the action is terminated. This procedure shall be subject to any other requirements of Public Contract Code Sections 22035 and 22050, as may be amended from time to time.

**Sec. 1-54--1-57. Reserved.**

## **ARTICLE VI. CONTRACT TERMS AND CONDITIONS**

**Sec. 1-58. Contract terms and conditions.**

All Fire Authority contracts shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Chief Procurement Officer shall have the authority to establish and modify any such terms and conditions.

**Secs. 1-59--1-61. Reserved.**

## **ARTICLE VII. COST PRINCIPLES**

**Sec. 1-62. Cost principles.**

The Chief Procurement Officer shall establish cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs.

**Sec. 1-63. Cost or pricing data.**

The submission of current cost or pricing data may be required in connection with any award, change order or contract modification.

**Secs. 1-64, 1-65. Reserved.**

## **ARTICLE VIII. MATERIALS MANAGEMENT**

**Sec. 1-66. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-66(1). "Property"* means controlled fixed assets including supplies, materials or equipment with a useful life of more than one (1) year and value greater than \$5,000.

*Sec. 1-66(2). "Property transfer"* means the transfer of controlled fixed assets between using agencies or transfer of property to or from the surplus property program.

*Sec. 1-66(3).* "Surplus property" means property no longer needed by using department for their operations, property in poor or non-working condition, or property that is a by-product (e.g. scrap metal, used tires and oil, etc.).

**Sec. 1-67. Materials management guidelines.**

The Chief Procurement Officer shall establish guidelines as may be required governing:

*Sec. 1-67(1).* The transfer of surplus property and operation of the surplus property program.

*Sec. 1-67(2).* The sale or disposal of surplus property, by auction, competitive sale or other authorized method.

*Sec. 1-67(3).* The trade-in of surplus property for purchase of new equipment.

**Sec. 1-68. Inventory management.**

The Chief Procurement Officer shall manage the Fire Authority service center which provides warehousing services including inventory management, shipping, receiving, storing, issuing and servicing of supplies and inventory for the Fire Authority. The Chief Procurement Officer will establish policies and procedures required for efficient and effective operation of the inventory system including the purchase of inventory, sale or other disposal of inventory items no longer needed, delivery and other services provided to using agencies.

**Sec. 1-69. Disposition of surplus property.**

*Sec. 1-69(1).* The Chief Procurement Officer will operate a surplus property program for the purpose of receiving, storing, transferring, or selling surplus property no longer needed by using agencies.

*Sec. 1-69(2).* Using agencies shall request department authorization to transfer controlled fixed assets to another using department, or to request transfer of property into or from the surplus property program.

*Sec. 1-69(3).* Unless otherwise provided for, surplus property no longer needed by any using department shall be offered through competitive sale to the highest responsible bidder.

*Sec. 1-69(4).* Unless otherwise provided, all proceeds from the sale of surplus property will be deposited into the Fire Authority's general fund. Proceeds from sale of enterprise, federal, grant or other special designation property will be reimbursed, less pro-rated selling expenses, to the appropriate fund, after completion of each sale.

*Sec. 1-69(5).* If surplus property has an estimated value of less than five thousand dollars (\$5,000) and it is proposed that the property may be donated, the Chief Procurement Officer has the authority to determine whether the proposed donation of the surplus property to another local agency or non-profit organization meets the intent of the California Constitution whereby when a public agency gives a surplus item to another organization, the item must be used for a public purpose of interest and benefit generally to the people of the agency's jurisdiction and in keeping with the agency's purpose. Said donations shall require the prior approval of the Fire Chief and a release of liability to the Fire Authority from the agency accepting the donated surplus property. Any request for donation with a fair market value exceeding five thousand dollars (\$5,000) shall require prior approval by the Board of Directors or the Executive Committee.

*Sec. 1-69(6).* If surplus property is deemed to have historical significance by the Fire Chief and or/his designee, the historical property will be transferred and placed in the custody of a designated



section manager for safe keeping.

**Secs. 1-70--1-74. Reserved.**

## **ARTICLE IX. LEGAL AND CONTRACTUAL REMEDIES**

### **Sec. 1-75. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-75(1). "Adequate evidence"* means more than mere accusation but less than substantial evidence. Consideration shall be given to the amount of credible information available, reasonableness in view of surrounding circumstances, corroboration, and other inferences that may be drawn from the existence or absence of affirmative facts.

*Sec. 1-75(2). "Contract claim"* means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, payment in a sum certain, adjustment or interpretation of contract terms, or other relief arising under or relating to the contract.

*Sec. 1-75(3). "Filed"* means delivery to the contract officer or to the Chief Procurement Officer, whichever is applicable. A time and date of receipt shall be documented in a verifiable manner for purposes of filing.

*Sec. 1-75(4). "Governing instruments"* means those legal documents that establish the existence of an organization and define its powers including articles of incorporation or association, constitution, charter and by-laws.

*Sec. 1-75(5). "Interested party"* means an actual or prospective bidder, respondent or offeror whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract or by the failure to award a contract. Whether an economic interest exists will depend upon the circumstances of each case. An interested party does not include a supplier, subconsultant or subcontractor to an actual or prospective bidder, respondent or offeror.

*Sec. 1-75(6). "Receipt"* means the earlier of actual receipt or the first attempted delivery by certified mail, or by any other means that provides evidence of the attempt, to the persons last known address.

*Sec. 1-75(7). "Substantial evidence"* means such relevant evidence as a reasonable person might accept as sufficient to support a particular conclusion.

### **Sec. 1-76. Authority of the Chief Procurement Officer.**

The Chief Procurement Officer shall have the authority to settle and resolve protests and contract claims. Appeals from the decisions of the Chief Procurement Officer may be made to the Fire Chief pursuant to the provisions of this article.

### **Sec. 1-77. Right to protest.**

Any actual interested party who is aggrieved in connection with the solicitation or award of a contract may

protest to the Chief Procurement Officer.

**Sec. 1-78. Filing of a protest.**

*Sec. 1-78 (1). "Content of protest".* The protest shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the protestant;
- (b) The signature of the protestant or its representative;
- (c) Identification of the solicitation or contract number;
- (d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) The form of relief requested.

**Sec. 1-79. Time for filing protests.**

*Sec. 1-79(1).* Protests concerning improprieties in a solicitation. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date.

*Sec. 1-79(2).* In cases other than those covered in subsection (1) of this section, protests shall be filed within seven (7) days after the aggrieved person knows or should have known of the facts giving rise thereto; however, in no event shall the protest be filed later than seven (7) days after issuance of intent to award.

*Sec. 1-79(3).* The Chief Procurement Officer, without waiving the Fire Authority's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.

*Sec. 1-79(4).* The Chief Procurement Officer shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right to intervene.

**Sec. 1-80. Stay of procurements during the protest.**

In the event of a timely protest under Section 1-79, the Fire Authority may proceed further with the solicitation or with the award of the contract unless the Chief Procurement Officer makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the Fire Authority.

**Sec. 1-81. Confidential information.**

*Sec. 1-81(1).* Material submitted by a protestant shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to Section 1-6.

*Sec. 1-81(2).* If the protestant believes the protest contains material that should be withheld, a statement advising the Chief Procurement Officer of this fact shall accompany the protest submission in accordance with Section 1-6.

## **Sec. 1-82. Decision by the Chief Procurement Officer.**

*Sec. 1-82(1).* The Chief Procurement Officer shall issue a written decision within fourteen (14) days after a protest has been filed pursuant to Section 1-78. The decision shall contain an explanation of the basis of the decision.

*Sec. 1-82(2).* The Chief Procurement Officer shall furnish a copy of the decision to the protestant, by e-mail and/or certified mail, return receipt requested, or by any other method that provides evidence of receipt.

*Sec. 1-82(3).* The time limit for decisions set forth in subsection (1) of this section may be extended by the Fire Chief for a reasonable time not to exceed thirty (30) days. The Chief Procurement Officer shall notify the protestant in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

*Sec. 1-82(4).* If the Chief Procurement Officer fails to issue a decision within the time limits set forth in subsection (1) or (3) of this section, the protestant may proceed as if the Chief Procurement Officer had issued an adverse decision.

*Sec. 1-82(5).* The Chief Procurement Officer's decision shall contain a statement regarding the appeals process that is available pursuant to this article.

## **Sec. 1-83. Remedies.**

*Sec. 1-83(1).* If the Chief Procurement Officer sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award, or contract award does not comply with the procurement code, the Chief Procurement Officer shall implement an appropriate remedy.

*Sec. 1-83(2).* In determining an appropriate remedy, the Chief Procurement Officer shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to:

- (a) The seriousness of the procurement deficiency;
- (b) The degree of prejudice to other interested parties or to the integrity of the procurement process;
- (c) The good faith of the parties;
- (d) The extent of performance;
- (e) Costs to the Fire Authority;
- (f) The urgency of the procurement; and
- (g) The impact of the relief on the using department's mission.

*Sec. 1-83(3).* An appropriate remedy may include one or more of the following:

- (a) Reject all bids, responses or proposals;
- (b) Terminate the contract;

- (c) Reissue the solicitation;
- (d) Issue a new solicitation;
- (e) Award a contract consistent with the procurement code;
- (f) Such other relief as is determined necessary to ensure compliance with the General Law and this code.

**Sec. 1-84. Appeals to the Fire Chief.**

*Sec. 1-84(1). Appeal.* An appeal from a decision entered or deemed to be entered by the Chief Procurement Officer shall be filed with the Fire Chief within seven (7) days from the date the decision is issued. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-84(2). Content of appeal.* The appeal shall contain:

- (a) The information set forth in Section 1-78, including the identification of confidential information in the manner set forth in Section 1-81;
- (b) A copy of the decision of the Chief Procurement Officer; and
- (c) The precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

**Sec. 1-85. Notice of appeal.**

*Sec. 1-85(1).* The Fire Chief shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings.

*Sec. 1-85(2).* The Fire Chief shall, upon request, furnish copies of the appeal to those named in subsection (1) of this section subject to the provisions of Section 1-81.

**Sec. 1-86. Stay of procurement during appeal.**

If an appeal is filed during the procurement and before an award of a contract and the procurement or award of the contract was stayed by the Chief Procurement Officer pursuant to Section 1-80, the filing of an appeal shall automatically continue the stay unless the Fire Chief makes a written determination that the procurement or award of the contract without delay is necessary to protect substantial interests of the Fire Authority.

**Sec. 1-87. Chief Procurement Officer's report.**

*Sec. 1-87(1). Report.* The Chief Procurement Officer shall file a report on the appeal with the Fire Chief within seven (7) days from the date the appeal is filed. At the same time, Chief Procurement Officer shall furnish a copy of the report to the appellant by e-mail and/or certified mail, return receipt requested or any other method that provides evidence of receipt, and to any interested parties who have responded to the notice given pursuant to Section 1-85(2). The report shall contain copies of:

- (a) The appeal;
- (b) Any other documents that are relevant to the protest; and

- (c) A statement by the Chief Procurement Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.

*Sec. 1-87(2). Extension for filing of report.*

- (a) The Chief Procurement Officer may request in writing an extension of the time period setting forth the reason for extension.
- (b) The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if an extension is granted, set forth a new date for the submission of the report. The Chief Procurement Officer shall notify the appellant in writing that the time for the submission of the report has been extended and the date by which the report will be submitted.

*Sec. 1-87(3). Comments on report.*

- (a) The appellant shall file comments on the Chief Procurement Officer's report with the Fire Chief within seven (7) days after receipt of the report. Copies of the comments shall be provided by the appellant to the Chief Procurement Officer and all other interested parties. The comments must contain a statement or confirmation as to the appellant's requested form of relief.
- (b) The Fire Chief may grant an extension on the time period to file comments pursuant to a written request made by the appellant within the period set forth in subsection (3)(a) of this section stating the reason an extension is necessary. The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if the extension is granted, set forth a new date for the filing of comments. The Fire Chief shall notify the Chief Procurement Officer of any extension.

**Sec. 1-88. Dismissal by the Fire Chief.**

The Fire Chief shall dismiss, upon a written determination, an appeal if:

*Sec. 1-88(1).* The appeal does not state a valid basis, including a detailed statement of the legal and factual grounds, for protest; or

*Sec. 1-88(2).* The appeal is untimely pursuant to Section 1-84(1).

**Sec. 1-89. Remedies.**

If the Fire Chief sustains the appeal in whole or part and determines that a solicitation, evaluation process, proposed award, or award does not comply with the general law and/or this code, remedies may be implemented pursuant to Section 1-83.

**Sec. 1-90. Filing of a contract claim.**

*Sec. 1-90(1). "Content of claim".* The claim shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the claimant;
- (b) The signature of the claimant or its representative;
- (c) Identification of the solicitation or contract number;



- (d) A detailed statement of the legal and factual grounds of the claim including copies of relevant documents; and
- (e) The form of relief requested.

#### **Sec. 1-91. Chief Procurement Officer's decision.**

*Sec. 1-91(1). Written decision.* If a contract claim cannot be resolved by mutual agreement, the Chief Procurement Officer shall, upon a written request by the contractor for a final decision, issue a written decision no more than sixty (60) days after the request is filed. Before issuing a final decision, the Chief Procurement Officer shall review the facts pertinent to the contract claim or controversy and secure any necessary assistance from legal, financial, procurement, and other advisors.

*Sec. 1-91(2). Final decision.* The Chief Procurement Officer shall furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The decision shall include:

- (a) A description of the claim;
- (b) A reference to the pertinent contract provision;
- (c) A statement of the factual areas of agreement or disagreement;
- (d) A statement of the Chief Procurement Officer's decision, with supporting rationale;
- (e) A statement regarding the appeals process that is available pursuant to this article.

#### **Sec. 1-92. Issuance of a timely decision.**

*Sec. 1-92(1).* The time limit for decisions set forth in Section 1-91(1) may be extended for good cause. The Chief Procurement Officer shall notify the contractor in writing that the time for the issuance of a decision has been extended and the date by which a decision is anticipated.

*Sec. 1-92(2).* If the Chief Procurement Officer fails to issue a decision within sixty (60) days after the request on a claim is filed or within the time prescribed under subsection (1) of this section, the contractor may proceed as if the Chief Procurement Officer had issued an adverse decision.

#### **Sec. 1-93. Appeals to the Fire Chief.**

*Sec. 1-93(1). Appeal of final decision.* An appeal of a final decision of a Chief Procurement Officer on a claim shall be filed with the Fire Chief within five (5) days from the date the decision is received. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-93(2). Content of appeal.* The appeal shall contain a copy of the decision of the Chief Procurement Officer and the basis for the precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

*Sec. 1-93(3). Final decision, mediation service or arbitration.* The Fire Chief may make the final decision in accordance with Section 1-97 or to refer to mediation services in accordance with Section 1-95 or refer to arbitration in accordance with Section 1-96.

#### **Sec. 1-94. Fire Authority claims against a contractor.**

All contract claims asserted by the Fire Authority against a contractor that are not resolved by mutual agreement shall promptly be referred by the Chief Procurement Officer to the Fire Chief for a final decision in accordance with Section 1-97, or mediation, in accordance with Section 1-95, or arbitration in accordance with Section 1-96.

**Sec. 1-95. Mediation.**

Contract claims may be resolved utilizing mediation services if the Fire Chief determines the use of such services is in the best interest of the Fire Authority.

**Sec. 1-96. Arbitration.**

Contract claims may be resolved utilizing arbitration if the Fire Chief determines the use of arbitration is in the best interest of the Fire Authority. The claim shall be settled by arbitration in accordance with the current construction industry arbitration rules of the American Arbitration Association or, at the option of the Fire Authority, in accordance with the provisions of the California Arbitration Act (CAA) (Cal. Civ. Proc. Code §§ 1280-1294.2) or the Federal Arbitration Act (FAA) (9 U.S.C. §§ 1-16, 201-208, 301-307).

**Sec. 1-97. Final decision by the Fire Chief.**

*Sec. 1-97(1).* The Fire Chief may affirm, modify, or reject the Chief Procurement Officer's decision in whole or in part, or make any other appropriate disposition.

*Sec. 1-97(2).* A decision by the Fire Chief shall be final. The decision shall be sent to all parties by e-mail, certified mail, return receipt requested or by any other method that provides evidence of receipt. If a stay was issued, the final decision by the Fire Chief shall lift any such stay, unless the Fire Chief determines that the continued stay is necessary to protect the substantial interest of the Fire Authority.

**Sec. 1-98. Judicial review of protests or claims.**

Any decision of the Fire Chief regarding a protest (§ 1-77 et seq.) or claim (§ 1-90 et seq.) under this code shall be final. Exhaustion of the procedures set forth in this code shall be a condition precedent to any person seeking judicial review of a final decision by the Fire Chief.

**Sec. 1-99. Exclusive remedy.**

Notwithstanding any law to the contrary, this article shall provide the exclusive procedure for asserting a claim or cause of action against the Fire Authority arising in relation to any procurement conducted under this code.

**Secs. 1-100--1-115. Reserved.**

## **ARTICLE X. COOPERATIVE PURCHASING**

**Sec. 1-116. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-116(1).* "Cooperative purchasing" means procurement conducted by, or on behalf of, more than one public procurement unit.

*Sec. 1-116(2).* "Eligible public procurement unit" means any state, county, city, town, and any other political subdivision, public authority, educational, health or other institution, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies,

services and construction, and any not-for-profit entity.

**Sec. 1-117. Applicability.**

Agreements entered into pursuant to this article shall be limited to the areas of procurement, warehousing or materials management.

**Sec. 1-118. Cooperative purchasing authorized.**

The Fire Authority may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to joint or multi-party contracts between public procurement unit and open-ended public procurement unit contracts that are made available to other public procurement units. Parties under a cooperative purchasing agreement may:

*Sec. 1-118(1).* Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.

*Sec. 1-118(2).* Cooperatively use materials or services.

*Sec. 1-118(3).* Commonly use or share warehousing facilities, capital equipment and other facilities.

*Sec. 1-118(4).* Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.

*Sec. 1-118(5).* On request, make available to other eligible public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request reimbursement for the reasonable and necessary costs of providing such services.

The activities described in paragraphs (1) through (5) do not limit the activities of parties under a cooperative purchasing agreement.

**Sec. 1-119. Cooperative purchasing source selection methods.**

All cooperative purchasing conducted under this Article shall be through contracts awarded by a public agency through full and open competition, including use of source selection methods substantially equivalent to those specified in Article III (Source Selection and Contract Formation) of this code.

**Secs. 1-120, 1-121. Reserved.**

**ARTICLE XI.  
RESERVED**

**Secs. 1-122--1-126. Reserved.**

**ARTICLE XII.  
ETHICS IN PUBLIC CONTRACTING**

**Sec. 1-127. Procurement Ethics Standards**

*Sec. 1-127(1).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement shall discharge their duties in accordance with high ethical standards by practicing their profession with integrity, honesty, truthfulness and adherence to the absolute obligation to safeguard the public trust.

*Sec 1-127(2).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement, shall be subject to the Conflict of Interest Code and subsequent amendments adopted by the Fire Authority.

*Sec. 1-127(3).* The Chief Procurement Officer shall adopt a Procurement Ethics Policy and Procedures applicable to all Fire Authority procurement functions.

**Secs. 1-128--1-130. Reserved.**

# **ATTACHMENT 3**





# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Board of Directors Regular Meeting  
Thursday, May 26, 2016  
6:00 P.M.**

**Regional Fire Operations and Training Center Board Room  
1 Fire Authority Road  
Irvine, CA 92602-0125**

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## **CALL TO ORDER**

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on May 26, 2016, at 6:12 p.m. by Chair Hernandez.

## **INVOCATION**

Chaplain Harry Robinson offered the invocation and a moment of silence in memory of the passing of OCFA Director Jerry McCloskey (Laguna Niguel).

Chair Hernandez introduced a brief video presentation in honor and memory of Director McCloskey.

## **PLEDGE OF ALLEGIANCE**

Director Steggell led the Assembly in the Pledge of Allegiance to the Flag.

## **ROLL CALL**

Angelica Amezcua, Santa Ana  
Rick Barnett, Villa Park  
Carol Gamble, Rancho Santa Margarita  
Shelley Hasselbrink, Los Alamitos  
Robert Johnson, Cypress  
Joseph Muller, Dana Point  
Dwight Robinson, Lake Forest  
Don Sedgwick, Laguna Hills  
David Sloan, Seal Beach  
Michele Steggell, La Palma  
Tri Ta, Westminster

Robert Baker, San Clemente  
Lisa Bartlett, County of Orange  
Craig Green, Placentia  
Gene Hernandez, Yorba Linda  
Jeffrey Lalloway, Irvine  
Al Murray, Tustin  
Ed Sachs, Mission Viejo  
David Shawver, Stanton  
Todd Spitzer, County of Orange  
Elizabeth Swift, Buena Park

**Absent:** Noel Hatch, Laguna Woods  
Phillip Tsunoda, Aliso Viejo

John Perry, San Juan Capistrano

## **Also present were:**

Fire Chief Jeff Bowman  
Assistant Chief Brian Young  
Assistant Chief Lori Smith  
Clerk of the Authority Sherry Wentz

Assistant Chief Dave Thomas  
Assistant Chief Lori Zeller  
General Counsel David Kendig  
Communications Director Sandy Cooney

## **PRESENTATIONS**

### **1. Requests for Commendations and Proclamations**

On motion of Director Murray and second by Vice Chair Swift, the Board voted unanimously by those present to approve the requests as submitted and make the presentations to those present.

- A. Presentation of Certificate of Achievement to the Business Services Department – Finance Division, Orange County Fire Authority for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA) for its Comprehensive Annual Financial Report (CAFR)  
(F: 11.09B) (X: 17.10F)

Chair Hernandez and Fire Chief Bowman presented Finance Manager Jim Ruane and General Accounting Manager Tammie Pickens with the Certificate of Achievement.

### **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 11.12)**

Budget and Finance Committee Vice Chair Swift reported at the May 11, 2016, meeting, the Committee received and filed the following reports: Rosenow Spevacek Group, Inc. - Final Property Tax Revenue Projections and the Financial Audit Discussion with Lance, Soll and Lunghard. The Committee reviewed and voted unanimously to send the Monthly Investment Reports and the 3<sup>rd</sup> Quarter Financial Newsletter to the Executive Committee for its approval, and send the Review of the Fiscal Year 2016/17 Proposed Budget, and the Fiscal Year 2014/15 Backfill/Overtime and Calendar Year 2015 Total Earnings/Compensation Analysis to the Board of Directors for its approval.

### **REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 11.12)**

Human Resources Committee Chair Shawver reported at the May 3, 2016, meeting, the Committee received and filed the EthicsPoint Hotline Annual Report. The Committee reviewed and voted unanimously to send the consideration of the Award of RFP #JA2059 for Pre-employment and Internal Affairs Investigative Services to the Executive Committee for its approval and Coverage of Volunteers under the OCFA Self-Insured Workers' Compensation Program to the Board of Directors for its approval. The Committee also received an update on recruitments for sworn and non-sworn personnel and status reports for Academies 42 and 43.

### **REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR (F: 11.12)**

Claims Settlement Committee Chair Hernandez reported the Claims Settlement Committee considered Workers' Compensation claims for claimants Mark Danielson, Paul Keim, Ed Hardy, and Gregory Hennessey. There were no reportable actions.

## **REPORT FROM THE FIRE CHIEF (F: 11.14)**

Fire Chief Jeff Bowman deferred his report to a future meeting.

## **PUBLIC COMMENTS – PUBLIC SESSION (F: 11.11)**

Using the Chair's discretion, Chair Hernandez combined the Public and Closed Session Comments portion of the meeting to be heard at this time.

Stephen Wontrobski, Mission Viejo resident, commented on Fire Chief Bowman's letter to the editor of the Orange County Register, the Unfunded Actuarial Accrued Liability, labor negotiations, and employee total compensation.

The following representatives of the Orange County Professional Firefighters Association, Local 3631, provided comments on on-going labor negotiations:

Ray Geagan, Local 3631 President  
John Biegler, Tustin resident/OCFA Firefighter  
Buddy Brown, OCFA Firefighter  
Justin Hinds, OCFA Firefighter  
Jeff Hubert, Los Alamitos resident/OCFA firefighter  
Andrew Bailey, San Clemente resident/OCFA Firefighter  
Matt Schuetz, Laguna Niguel resident/OCFA Firefighter  
Brad Burns, Yorba Linda resident/OCFA Firefighter  
Dominic Cacioppo, OCFA Firefighter  
Hiddo Horlings, Local 3631 Lead Labor Negotiator/Dana Point resident

Director Amezcua arrived at this point (6:51 p.m.)

## **2. MINUTES**

### **A. Minutes from the April 28, 2016, Regular Board of Directors Meeting (F: 11.06)**

On motion of Director Shawver and second by Director Johnson, the Board of Directors voted unanimously by those present to approve the April 28, 2016, Regular Board of Directors Minutes, as submitted.

Directors Barnett, Gamble, Muller, and Murray were recorded as abstentions, due to their absence from the meeting.

### **3. CONSENT CALENDAR**

#### **A. Proposed Purchasing Ordinance – Second Reading (F: 11.10H) (X: 11.08)**

On motion of Director Murray and second by Director Shawver, the Board of Directors voted unanimously by those present to:

1. Waive the full reading of the proposed Ordinance.
2. Adopt and read by title only proposed Ordinance No. 008 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 006 AND ORDINANCE NO. 007 AND ESTABLISHING THE PURCHASING RULES AND PROCEDURES OF THE ORANGE COUNTY FIRE AUTHORITY.

#### **B. Coverage of Volunteers under the OCFA Self-Insured Workers' Compensation Program (F:18.10A2) (X: 17.11)**

On motion of Director Murray and second by Director Shawver, the Board of Directors voted unanimously by those present to:

1. Rescind Resolution No. 2012-08 in its entirety.
2. Adopt Resolution No. 2016-03 entitled: A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE INCLUSION OF VOLUNTEERS WITHIN ITS WORKERS' COMPENSATION INSURANCE PROGRAM.

#### **C. Secured Fire Protection Agreement for Public Storage (Irvine) (F: 18.14)**

On motion of Director Murray and second by Director Shawver, the Board of Directors voted unanimously by those present to:

1. Approve and authorize the Fire Chief or his designee to execute Secured Fire Protection Agreement with PS Southern California One related to the Public Storage Project, Irvine.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange, and furnish the developer a copy of the conformed document within fifteen days of recordation.

### **4. PUBLIC HEARING(S)**

#### **A. Review and Approval of the Fiscal Year 2016/17 Proposed Budget (F: 15.04)**

Assistant Chief Lori Zeller presented the Fiscal Year 2016/17 Proposed Budget.

Chair Hernandez opened the Public Hearing for public comment. Hearing no comments, Chair Hernandez closed the public portion of the Public Hearing.



On motion of Director Johnson and second by Director Muller, the Board of Directors voted unanimously by those present to:

1. Conduct the Public Hearing.
2. Adopt the submitted FY 2016/17 Proposed Budget.
3. Adopt proposed Resolution No. 2016-04 entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET FOR THE ORANGE COUNTY FIRE AUTHORITY FOR FISCAL YEAR 2016/17.
4. Approve and authorize the temporary transfer of up to \$45.6 million to the General Fund (Fund 121) from the following Capital Improvement Program (CIP) Funds to cover a projected temporary cash flow shortfall for FY 2016/17 due to timing differences between the receipt of tax revenues and the payment of expenditures:
  - Fund 123 Fire Stations and Facilities - \$14.0 million
  - Fund 124 Communications and Information Systems - \$13.3 million
  - Fund 133 Fire Apparatus - \$18.3 million
5. Approve and authorize the repayment of \$45.6 million borrowed funds from Fund 121 to the above CIP Funds, along with interest, when General Fund revenues become available in FY 2016/17.
6. Approve and authorize a FY 2015/16 budget adjustment to increase General Fund revenues by \$266,787 and decrease appropriations by \$8,033,620.

## **5. DISCUSSION CALENDAR**

### **A. Fiscal Year 2014/15 Backfill/Overtime and Calendar Year 2015 Total Earnings/Compensation Analysis (F: 15.11)**

Finance Manager Jim Ruane presented a PowerPoint presentation and overview of the Backfill/Overtime and Calendar Year 2015 Total Earnings/Compensation Analysis.

Stephen Wontrobski, Mission Viejo resident, addressed discretionary overtime and backfilling with reserves.

On motion of Director Ta and second by Director Amezcua, the Board of Directors voted unanimously by those present to:

1. Direct staff to continue working towards an ability to fill permanent vacancies (exceeding those required by MOU) as quickly as possible after the positions become vacant.
2. Direct staff to continue using overtime to fill temporary vacancies rather than hiring additional personnel, recognizing this as a cost-effective practice for temporary needs.

### **B. 2016 Equity Ad Hoc Committee (F: 12.03E4)**

Fire Chief Jeff Bowman deferred to Chair Hernandez to present the 2016 Equity Ad Hoc Committee agenda item for discussion.

Stephen Wontrobski, Mission Viejo resident, spoke in opposition to the Equity Ad Hoc Committee.

Board discussion ensued.

On motion of Director Gamble and second by Director Barnett, the Board of Directors voted unanimously by those present to rescind the formation of a 2016 Equity Ad Hoc Committee, noting it is at the discretion of the two agencies, County of Orange and City of Irvine to deliberate the issue of equity, and, when appropriate, present proposed options to the Board of Directors.

#### **BOARD MEMBER COMMENTS (F: 11.13)**

Director Muller recognized Captain Eric Gafner, Engineer Jason Jones, Firefighters Jonah Mesritz, and Brian Raymond of Fire Station 29, whose quick response at the Whale Watching Parade saved a spectator in cardiac arrest.

Director Gamble recognized both Deputy Fire Marshal Jennifer Bower and Assistant Fire Marshal Eric Evans, who provided plan check assistance quickly and with great professionalism.

Director Sloan commended Seal Beach firefighters for their unified command with other agencies to combat the recent Seal Beach pier fire.

Director Murray commented on the progress of Senate Bill 2971; the National Urban Search and Rescue Response System Act of 2016.

Chair Hernandez reported attending the graduation of Firefighter Academy 42 with Vice Chair Swift, Directors McCloskey, Hasselbrink, Steggell, and noted Director Bartlett delivered the keynote speech.

#### **CLOSED SESSION (F: 11.15)**

General Counsel David Kendig reported the Board would be convening to Closed Session to consider the matters on the Agenda identified as CS1, Conference with Labor Negotiator, CS2, Conference with Labor Negotiator, and CS3, Conference with Legal Counsel – Anticipated Litigation.

Chair Hernandez recessed the meeting to Closed Session at 8:35 p.m.

##### **CS1. CONFERENCE WITH LABOR NEGOTIATOR**

Chief Negotiator: Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters' Association,  
Local 3631 and Chief Officers Association

Authority: Government Code Section 54957.6

**CS2. CONFERENCE WITH LABOR NEGOTIATOR**

Chief Negotiator: Fire Chief Jeff Bowman

Employee Organizations: Unrepresented Employees

Authority: Government Code Section 54957.6

**CS3. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(b) – Significant Exposure to Litigation (2 cases)

Director Spitzer arrived at this point (8:45 p.m.).

Chair Hernandez reconvened the meeting at 9:35 p.m.

**CLOSED SESSION REPORT (F: 11.15)**

General Counsel David Kendig stated there were no reportable actions.

**ADJOURNMENT** – Chair Hernandez adjourned the meeting in the memory of OCFA Director Jerry McCloskey who passed away on Tuesday, May 24, 2016. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, June 23, 2016, at 6:00 p.m.

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



# **ATTACHMENT 4**





**ORDINANCE NO. 008**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 006 AND ORDINANCE NO. 007 AND ESTABLISHING THE PURCHASING RULES AND PROCEDURES OF THE ORANGE COUNTY FIRE AUTHORITY**

**RECITALS**

A. *WHEREAS*, on April 23, 2009, the Orange County Fire Authority adopted OCFA Ordinance No. 006 establishing informal bidding procedures under the Uniform Public Construction Cost Accounting Act; and

B. *WHEREAS*, on April 23, 2009, the Orange County Fire Authority adopted OCFA Ordinance No. 007 establishing the purchasing rules and procedures; and

C. *WHEREAS*, the Board wishes to replace these two ordinances with a single ordinance based on the American Bar Association Model Procurement Code.

*THEREFORE*, the Board of Directors of the Orange County Fire Authority does hereby ordain as follows:

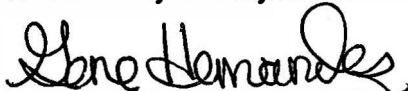
**Section 1. Repeal of Ordinance Nos. 006 and 007; Replacement.**

As of the effective date of this Ordinance, Ordinance No. 006 and No. 007 are hereby repealed and replaced, in their entirety, with the Orange County Fire Authority Procurement Code attached hereto as Exhibit A.

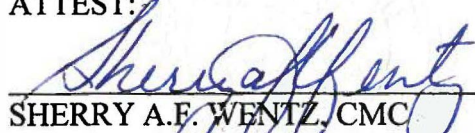
**Section 2. Effective Date; Publication.**

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage. Before the expiration of fifteen (15) days after its passage, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Register, a newspaper of general circulation published in the County of Orange.

*PASSED, APPROVED and ADOPTED* this 26<sup>th</sup> day of May 2016.

  
\_\_\_\_\_  
GENE HERNANDEZ, CHAIR  
OCFA Board of Directors

ATTEST:

  
\_\_\_\_\_  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss  
CITY OF IRVINE }

I, Sherry A. F. Wentz, Clerk of the Orange County Fire Authority, do hereby certify that the foregoing Ordinance No. 008 was duly introduced and placed upon its first reading at a regular meeting of the Orange County Fire Authority Board of Directors on the 28<sup>th</sup> day of April, 2016, and that thereafter said Ordinance was duly adopted and passed at an adjourned regular meeting of the Board of Directors of the Orange County Fire Authority held on the 26<sup>th</sup> day of May, 2016, by the following vote, to wit:

AYES:	Angelica Amezcua, Santa Ana	Robert Baker, San Clemente
	Rick Barnett, Villa Park	Lisa Bartlett, County of Orange
	Carol Gamble, Rancho Santa Margarita	Craig Green, Placentia
	Shelley Hasselbrink, Los Alamitos	Gene Hernandez, Yorba Linda
	Robert Johnson, Cypress	Jeffrey Lalloway, Irvine
	Joseph Muller, Dana Point	Al Murray, Tustin
	Dwight Robinson, Lake Forest	Ed Sachs, Mission Viejo
	Don Sedgwick, Laguna Hills	David Shawver, Stanton
	David Sloan, Seal Beach	Michele Steggell, La Palma
	Elizabeth Swift, Buena Park	Tri Ta, Westminster

NOES: None

ABSTAIN: None

ABSENT	Noel Hatch, Laguna Woods	John Perry, San Juan Capistrano,
	Todd Spitzer, County of Orange	Phillip Tsunoda, Aliso Viejo

  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

**EXHIBIT A**

**ORANGE COUNTY FIRE AUTHORITY**  
**PROCUREMENT CODE**

- Art. I. In General, §§ 1-1--1-10**
- Art. II. Chief Procurement Officer Authority, §§ 1-11--1-14**
- Art. III. Source Selection and Contract Formation, §§ 1-15--1-40**
- Art. IV. Specifications, §§ 1-41--1-46**
- Art. V. Procurement of Public Works Projects and Professional Design Services, §§ 1-47--1-57**
- Art. VI. Contract Terms and Conditions, §§ 1-58--1-61**
- Art. VII. Cost Principles, §§ 1-62--1-65**
- Art. VIII. Materials Management, §§ 1-66--1-74**
- Art. IX. Legal and Contractual Remedies, §§ 1-75--1-125**
- Art. X. Cooperative Purchasing, §§ 1-126--1-131**
- Art. XI. Reserved, §§ 1-132--1-136**
- Art. XII. Ethics in Public Contracting, §§ 1-137--1-140**

**Article I. General Provisions**

- Sec. 1-1. General Law.
- Sec. 1-2. Applicability.
- Sec. 1-3. Definitions.
- Sec. 1-4. Supplementary general principles of law applicable.
- Sec. 1-5. Requirement of good faith.
- Sec. 1-6. Confidential information.
- Secs. 1-7--1-10. Reserved.

## **Article II. Chief Procurement Officer Authority**

Sec. 1-11. Authority of the Chief Procurement Officer.

Sec. 1-12. Written determinations.

Secs. 1-13, 1-14. Reserved.

## **Article III. Source Selection and Contract Formation**

Sec. 1-15. Definitions.

Sec. 1-16. Methods of source selection.

Sec. 1-17. Competitive sealed bidding.

Sec. 1-18. Competitive sealed proposals.

Sec. 1-19. Contracting for legal counsel.

Sec. 1-20. Small purchases.

Sec. 1-21. Sole source procurement.

Sec. 1-22. Emergency procurements.

Sec. 1-23. Special procurements.

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## **ARTICLE I. GENERAL PROVISIONS**

### **Purpose**

The purpose of the Orange County Fire Authority Procurement Code is to:

- (a) Simplify, clarify, centralize, and modernize the Fire Authority's rules and regulations governing procurement.
- (b) Permit the continued development of best value procurement policies and practices.
- (c) Provide for increased public confidence in the procurement procedures followed by the Fire Authority.
- (d) Ensure the fair and equitable treatment of all persons who deal with the procurement system of the Fire Authority.
- (e) Provide increased economy in Fire Authority procurement activities and maximize, to the fullest extent practicable, the purchasing value of public monies of the Fire Authority, and foster effective broad-based competition within the free enterprise system.
- (f) Provide safeguards for the maintenance of a procurement system of quality and integrity.
- (g) Obtain in a cost-effective and timely manner the materials, services, and construction required by the Fire Authority to better serve its citizens.

### **Sec. 1-1. General Law.**

Pursuant to and to the extent required by Government Code Section 6509, the Orange County Fire Authority shall be restricted in the exercises of its powers in the same manner as is a general law city in accordance with the joint power agreement formed as of February 3, 1995, and as subsequently amended.

### **Sec. 1-2. Applicability.**

*Sec. 1-2(1).* The provisions of this code shall apply to the following:

- (a) Every expenditure of public monies by the Fire Authority irrespective of their source, including State and Federal assistance monies, for the procurement of materials, services, and public projects;
- (b) Disposal of property; and
- (c) Contracts where there is no expenditure of public monies or where the Fire Authority is offering something of value to the business community when the Fire Authority determines source selection and award of a contract.

*Sec. 1-2(2).* The following are exempt from the provisions of this code:

- (a) Grants awarded by the Fire Authority and approved by the Board of Directors;
- (b) The purchase, sale or lease of Fire Authority real property;
- (c) Contracts for professional witnesses if the purpose of such contracts is to provide for services or testimony relating to an existing or probable judicial proceeding in which the Fire Authority is

or may become a party to, and contracts for special investigative services for law enforcement purposes;

(d) Agreements negotiated by the Fire Authority in settlement of litigation or threatened litigation; or

(e) Contracts with other governmental agencies.

### **Sec. 1-3. Definitions.**

In this code, unless the context otherwise requires:

*Sec. 1-3(1). "Business"* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

*Sec. 1-3(2). "Change order"* means a written document authorized by the Chief Procurement Officer which directs the contractor to make changes with or without the consent of the contractor.

*Sec. 1-3(3). "Chief Procurement Officer"* means the official appointed by the Fire Chief as the purchasing and materials manager and the central procurement and contracting authority for the Fire Authority.

*Sec. 1-3(4). "Contract"* means all types of Fire Authority agreements, regardless of what they may be called, for the procurement of materials, maintenance, services, public works, construction or the disposal of materials.

*Sec. 1-3(5). "Construction"* means the process of building, reconstructing, erecting, altering, renovating, improving, demolishing, or repairing any Fire Authority owned, leased, or operated facility. Construction does not include maintenance work, which is defined to include routine, recurring, and usual work for the preservation or protection of any Fire Authority owned or operated facility for its intended purposes.

*Sec. 1-3(7). "Contract officer"* means any person duly authorized by the Chief Procurement Officer to facilitate the source selection process, including but not limited to; preparing solicitations and written determinations, conducting negotiations, making award recommendations, and administering contracts.

*Sec. 1-3(8). "Contractor" or "Consultant"* means any person who has a procurement contract with the Fire Authority.

*Sec. 1-3(9). "Days"*, unless otherwise specified, means calendar days and shall be computed by excluding the first day and including the last working day, unless the last day is a holiday, and then it is also excluded.

*Sec. 1-3(10). "Department"* means the Purchasing Section of the Business Services Department.

*Sec. 1-3(11). "Designee"* means a duly authorized representative of the Chief Procurement Officer, designated by the Chief Procurement Officer.

*Sec. 1-3(12). "Disposal of material"* means sale of surplus property by public auction, including online electronic auction, competitive sealed bidding, small purchase procedures, recycling, or other appropriate method designated by this code.

*Sec. 1-3(13). "Electronic"* means electrical, digital, magnetic, optical, electromagnetic, or any other



similar technology.

*Sec. 1-3(14). "Emergency"* means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

*Sec. 1-3(15). "Executive Committee"* means the Executive Committee of the Orange County Fire Authority Board of Directors.

*Sec. 1-3(16). "Fire Authority"* means the Orange County Fire Authority.

*Sec. 1-3(17). "Grant"* means the furnishing of assistance, whether financial or otherwise, to any person to support a program authorized by law. Grant does not include an agreement whose primary purpose is to procure a specific end product, whether in the form of materials, services or construction. A contract resulting from such an agreement is not a grant but a procurement contract.

*Sec. 1-3(18). "Materials"* means all property, including but not limited to, equipment, supplies, printing, insurance and buildings but does not include land, a permanent interest in land or leases of real property.

*Sec. 1-3(19). "Person"* means any corporation, consultant, business, individual, union, committee, club, other organization or group of individuals.

*Sec. 1-3(20). "Procurement"* means buying, purchasing, renting, leasing, or otherwise acquiring any materials, services, or construction. Procurement also includes all functions that pertain to the acquisition of any material, service, or construction including but not limited to, description of requirements, selection and solicitation of sources, preparation, negotiation and, award of contract, and all phases of contract administration.

*Sec. 1-3(21). "Professional service"* means a unique, technical function performed by an independent contractor or firm qualified by education, experience, and/or technical ability to provide services and may include consulting, marketing analysis, banking services, auditing, software development/design, and editing services.

*Sec. 1-3(22). "Public notice"* means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods may include electronic mailing lists and a website maintained for that purpose.

*Sec. 1-3(23). "Services"* means the furnishing of labor, time or effort by a contractor, consultant, subcontractor or sub-consultant which does not involve the delivery of a specific end product other than required design documents or reports and performance. Services do not include employment agreements or collective bargaining agreements. The definition of services includes, but is not limited to: consulting, personal, professional, legal counsel, auditing, technical, professional design and construction services.

*Sec. 1-3(24). "Sole Source"* means a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions.

*Sec. 1-3(25). "Subcontractor or subconsultant"* means a person who contracts to perform work or render service to a contractor or consultant as defined by this section or to another subcontractor or subconsultant as a part of a contract with the Fire Authority.

*Sec. 1-3(26). "Written or in writing" means the product of any method for forming characters on paper or other material or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.*

*Sec. 1-3(27). "Using department" means any organizational unit of the Fire Authority, which utilizes any materials, services or construction procured under this code.*

**Sec. 1-4. Supplementary general principles of law applicable.**

Unless displaced by the particular provisions of this code, the principles of law and equity, including the uniform commercial code of this state, the common law of contracts as applied in this state and law relative to agency, fraud, misrepresentation, duress, coercion and mistake supplement the provisions of this code.

**Sec. 1-5. Requirement of good faith.**

This code requires all parties involved in the negotiation, performance, or administration of Fire Authority contracts to act in good faith.

**Sec. 1-6. Confidential information.**

All bids, proposals, offers, specifications, or protests submitted to the Fire Authority are subject to public inspection and disclosure under the California Public Records Act (Government Code Section 6250 et seq.). If a person believes that any portion of its bid, proposal, offer, specifications or protest is exempt from public disclosure, such portion may be marked "confidential." Except as required by law or court order, the Fire Authority will use reasonable means to ensure that such confidential information is safeguarded.

**Secs. 1-7--1-10. Reserved.**

## **ARTICLE II. CHIEF PROCUREMENT OFFICER AUTHORITY**

**Sec. 1-11. Authority of the Chief Procurement Officer.**

*Sec. 1-11(1).* Except as otherwise provided in this code, the Chief Procurement Officer may adopt operational procedures consistent with this code governing the procurement and management of all materials, services, and construction to be procured by the Fire Authority and the disposal of materials.

*Sec. 1-11(2).* The Chief Procurement Officer shall serve as the central procurement and contracting authority of the Fire Authority.

*Sec. 1-11(3).* Except as otherwise provided in this code, the Chief Procurement Officer shall:

- (a) Procure or supervise the procurement of all materials, services and construction needed by the Fire Authority and establish the methods and procedures necessary for the proper, efficient, and economical functioning of the procurement program.
- (b) Establish guidelines for the management of all inventories of materials belonging to the Fire Authority.
- (c) Sell, trade or otherwise dispose of surplus materials belonging to the Fire Authority in accordance with the provisions of Section 1-69.
- (d) Prepare, issue, revise, maintain, and monitor the use of specifications for materials, services and construction required by the Fire Authority.

(e) Manage the Fire Authority's procurement card (pCard) program.

(f) Furnish the Board of Directors with such reports and information as the Board may require.

*Sec. 1-11(4).* The Chief Procurement Officer may delegate procurement authority to designees or to any using department or official of the Fire Authority.

*Sec. 1-11(5).* The Chief Procurement Officer may determine in writing that noncompliance with any provision of this code is not substantial and may allow for correction or may waive minor informalities or irregularities. The basis for the decision shall be included in the determination.

*Sec. 1-11(6).* The Chief Procurement Officer, in accordance with this code, shall have the authority to award contracts not exceeding the amount defined under management authority in the Roles and Responsibilities Matrix. Contracts exceeding management authority shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or the Board of Directors.

*Sec. 1-11(7).* Except in cases of emergency, pursuant to Section 1-22, or where the Board of Directors or the Executive Committee has retained authority, no purchase of services, supplies and equipment by any person other than the Chief Procurement Officer or designee shall be binding upon the Fire Authority or constitute lawful charge against Fire Authority funds.

**Sec. 1-12. Written determinations.**

Written determinations required by this code shall be retained in the department.

**Secs. 1-13, 1-14. Reserved.**

### **ARTICLE III. SOURCE SELECTION AND CONTRACT FORMATION**

**Sec. 1-15. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-15(1). "Best value"* means a method in the competitive sealed proposal process which permits the evaluation of criteria to determine the best overall value to the Fire Authority.

*Sec. 1-15(2). "Discussions"* means communication with an offeror, bidder or respondent for the purpose of:

- (a) Eliminating minor irregularities, informalities, or apparent clerical mistakes in the offer or response;
- (b) Clarifying any offer or response to assure full understanding of, and responsiveness to, solicitation requirements;
- (c) Resolving minor variations in contract terms and conditions; or
- (d) Establishing the competency or financial stability of any offeror, bidder or respondent.

*Sec. 1-15(3). "Invitation for bid"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting bids in accordance with the procedures prescribed in Section 1-17.

*Sec. 1-15(4). "Minor informalities or irregularities"* means mistakes, or non-judgmental errors, that have negligible effect on price, quantity, quality, delivery, or other contractual terms whereby the waiver or correction of such mistakes does not prejudice other bidders, offerors or respondents.

*Sec. 1-15(5). "Negotiations"* means an exchange of information or any form of cooperation during which the offeror and the Fire Authority may alter or otherwise change the conditions, terms, and price, unless prohibited, of the proposed contract.

*Sec. 1-15(6). "Registered supplier"* means a supplier, vendor, or contractor that that has registered as an interested party to do business with the Fire Authority.

*Sec. 1-15(7). "Request for proposals"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting proposals in accordance with procedures prescribed in Section 1-18.

*Sec. 1-15(8). "Request for qualifications"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting responses from qualified respondents in accordance with Article V.

*Sec. 1-15(9). "Responsible bidder, offeror, or respondent"* means a person who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the procurement contract.

*Sec. 1-15(10). "Responsive bidder"* means a person who submits a bid which conforms in all material respects to a solicitation.

*Sec. 1-15(11). "Solicitation"* means an invitation for bids, a request for technical proposals, a request for proposals, a request for qualifications, a request for quotations, or any other invitation or request by which the Fire Authority invites a person to participate in a procurement.

#### **Sec. 1-16. Methods of source selection.**

All contracts of the Fire Authority shall be awarded by one of the methods of source selection specified in this code.

#### **Sec. 1-17. Competitive sealed bidding.**

*Sec. 1-17(1). Invitation for bids.*

- (a) Competitive sealed bids shall be solicited through an invitation for bids. The invitation for bids shall include specifications and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.
- (b) A prequalification process may be conducted prior to the issuance of an invitation for bids in order to establish a list of qualified bidders. In the event a prequalification process is used, the contract officer shall only consider bids that are submitted from prequalified bidders.

*Sec. 1-17(2). Public notice.* Notice of the invitation for bids shall be electronically posted and the invitation for bids shall be available for public inspection not less than fourteen (14) days prior to the date set forth therein for the opening of bids. A shorter time may be deemed necessary for a particular procurement as determined in writing by the Chief Procurement Officer. The public notice shall state the place, date, and time of bid opening.

*Sec. 1-17(3). Pre-bid conference.* The Chief Procurement Officer may conduct a pre-bid conference. If a pre-bid conference is conducted, it shall be not less than seven days before the bid due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-17(4). Solicitation amendment.* The Chief Procurement Officer shall issue a solicitation amendment to do any or all of the following:

- (a) Make a correction in the solicitation;
- (b) Correct defects or ambiguities;
- (c) Provide additional information or instructions; or
- (d) Extend the offer due date and time if the Chief Procurement Officer determines that an extension is in the best interest of the Fire Authority.

If a solicitation is changed by a solicitation amendment, the Chief Procurement Officer shall post the amendment electronically and notify registered suppliers. It is the responsibility of the offeror to obtain any solicitation amendments and acknowledge receipt of amendment as specified in the solicitation amendment.

*Sec. 1-17(5). Late bids.* A bid is late if it is received at the location designated in the invitation for bids after the time and date set for bid opening. A late bid shall be rejected. Bidders submitting bids that are rejected as late shall be so notified.

*Sec. 1-17(6). Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. A secure web-based system or other appropriate media may be used in lieu of public bid opening, provided that the accuracy, confidentiality, and reliability is maintained. The name of each bidder and the amount of each bid, as well as other relevant information as the Chief Procurement Officer deems appropriate shall be recorded. Unless otherwise determined by the Chief Procurement Officer, this record shall be open to public inspection. In the event no attendees are present for bid opening, the sealed bids shall be opened by the department and a "bid" or "no bid" may be recorded on the tabulation. The bids shall not be available for public inspection until after a contract is awarded. After a notice of intent to award is issued or, in the absence of a notice of intent to award, after final execution of the contract, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-17(7). Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this code. Bids shall be evaluated based on the requirements set forth in the invitations for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids.

*Sec. 1-17(8). Correction or withdrawal of bids; cancellation of awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received by the department prior to the time set for bid opening.

Mistakes discovered after bid opening may be modified or withdrawn only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the



nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other bid provisions prejudicial to the interest of the Fire Authority or fair competition shall be permitted. In lieu of bid correction, a bidder alleging a mistake may be permitted to withdraw its bid if:

- (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Chief Procurement Officer.

*Sec. 1-17(9). Contract award.*

- (a) *General.* The contract shall be awarded by appropriate notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to requirements and criteria set forth in the invitation for bids.
- (b) *Public record.* After the Fire Authority issues a notice of intent to award, or in the absence of a notice of intent to award upon final contract execution, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.
- (c) *Encumbrance of funds.* Except in cases of emergency, or in cases where specific authority has been first obtained from the Fire Chief, the Chief Procurement Officer shall not issue any purchase orders for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which said purchase is to be charged. All purchases, regardless of encumbrances, shall be made in conformance with the policies established by this code.
- (d) *Procurement of recycled material.* Recycled products shall be used whenever practicable when they are of comparable quality, of equivalent price and appropriate for the intended use. Recycled products shall be procured in accordance with Public Contract Code, Section 22150, et seq.

*Sec. 1-17(10). Low tie bids.* If there are two (2) or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria and that meet all the requirements and criteria set forth in the invitation for bids, award may be made by random selection in a manner prescribed by the Chief Procurement Officer.

**Sec. 1-18. Competitive sealed proposals.**

*Sec. 1-18(1). Request for proposals.*

- (a) Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall include a scope of work and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.
- (b) A prequalification process may be conducted prior to the issuance of a request for proposals in order to establish a list of qualified offerors. In the event a prequalification process is used, the contract officer shall only consider proposals that are submitted from prequalified offerors.

*Sec. 1-18(2). Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 1-17(2).

*Sec. 1-18(3). Pre-proposal conference.* The Chief Procurement Officer may conduct a pre-proposal conference. If a pre-proposal conference is conducted, it shall be not less than seven days before the offer due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-18(4). Solicitation amendment.* Solicitation amendments shall be handled in the same manner as provided in Section 1-17(4).

*Sec. 1-18(5). Late proposals.* A proposal is late if it is received at the location designated in the request for proposals after the time and date set for receipt of proposals. Late proposals shall be rejected in accordance with Section 1-17(5).

*Sec. 1-18(6). Receipt of proposals.* Proposals shall not be opened publicly. No proposals shall be handled as to permit disclosure of the contents of any proposal to competing offerors. Proposals shall be open for public inspection after final execution of the contract, except to the extent that the withholding of information is permitted or required by law. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-18(7). Evaluation of proposals.*

- (a) *Evaluation criteria.* The request for proposals shall state the criteria to be used in the evaluation of the proposals and shall include their relative importance. Specific numerical weighting is not required.
- (b) *Selection committee.* The Chief Procurement Officer shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No other factors or criteria may be used in the evaluation.

*Sec. 1-18(8). Discussion with offerors.* Discussions may be conducted with offerors.

*Sec. 1-18(9). Negotiations with offerors and revisions to proposals.* Negotiations may be conducted with offerors. 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.

- (a) *Concurrent negotiations.* Negotiations may be conducted concurrently with offerors for the purpose of determining source selection and/or contract award.
- (b) *Exclusive negotiations.* Exclusive negotiations may be conducted with the offeror whose proposal is determined in the source selection process to be most advantageous to the Fire Authority. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the Fire Authority may enter into exclusive negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

*Sec. 1-18(10). Contract award.* Contract award shall be made by the Chief Procurement Officer to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Fire

Authority taking into consideration the evaluation criteria set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

#### **Sec. 1-19. Contracting for legal counsel.**

*Sec. 1-19(1). Authority.* For the purpose of procuring the services of legal counsel, as defined by the laws of the state, contracts for the services of legal counsel shall be awarded with the authorization of the Board of Directors or the Executive Committee except as otherwise provided by law.

*Sec. 1-19(2). Conditions for use.* Unless determined by the Board of Directors or the Executive Committee that direct selection is in the best interest of the Fire Authority, the services of legal counsel shall be procured in accordance with this code.

#### **Sec. 1-20. Small purchases.**

*Sec. 1-20(1). General.* Any contract for the purchase of supplies, equipment and services (including maintenance) not exceeding fifty thousand dollars (\$50,000.00) may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

*Sec. 1-20(2). Small purchases over ten thousand dollars (\$10,000.00).* Insofar as it is practical for small purchases in excess of ten thousand dollars (\$10,000.00) but less than fifty thousand dollars (\$50,000.00), no less than three (3) businesses shall be solicited to submit quotations. Award shall be made to the responsible bidder submitting the quotation which is most advantageous to the Fire Authority and conforms in all material respects to the solicitation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be maintained as a public record. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest of the Fire Authority to do so.

*Sec. 1-20(3). Small purchases less than ten thousand dollars (\$10,000.00).* The Chief Procurement Officer shall adopt operational procedures for making small purchases of ten thousand dollars (\$10,000.00) or less.

#### **Sec. 1-21. Sole source procurement.**

Notwithstanding any other provisions of this code, a contract may be awarded without competition when the Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service, or construction item. The using department requesting a sole source procurement shall provide written evidence to support a sole source determination. The Chief Procurement Officer may require that negotiations are conducted as to price, delivery, and terms. The Chief Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or Board of Directors. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a public record.

#### **Sec. 1-22. Emergency procurements.**

Notwithstanding any other provisions of this code, the Fire Chief may make or authorize others to make emergency procurements of materials, services, or construction when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with Sections 1-17, 1-18, 1-49, or 1-50

contrary to the public interest; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The using department requesting an emergency procurement shall provide written evidence to support an emergency determination. An emergency procurement shall be limited to those materials, services, or construction necessary to satisfy the emergency need. Emergency procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Chair or Vice Chair of the Board of Directors. A written determination of the basis for the emergency and for the selection of the particular contractor shall be maintained as a public record.

#### **Sec. 1-23. Special procurements.**

Notwithstanding any other provisions of this code, the Executive Committee or the Board of Directors may authorize procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance) when, due to unusual or special circumstances, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services). This is not applicable to the procurement of construction services (Section 1-50). The using department requesting a special procurement shall provide written evidence to support a special procurement determination. Any special procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the special procurement and for the selection of the particular contractor shall be maintained as public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and a wise exercise of discretion and is in the public interest.

#### **Sec. 1-24. Cancellation of solicitations.**

*Sec. 1-24(1). Cancellation of solicitations.* An invitation for bids, a request for proposals, a request for qualifications, or other solicitation may be cancelled, or any or all bids, proposals or statements of qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the Fire Authority.

*Sec. 1-24(2). Prior to opening.*

- (a) As used in this section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications or receipt of proposals in competitive sealed proposals.
- (b) Prior to opening, a solicitation may be cancelled in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services, or construction;
  - ii. The Fire Authority no longer can reasonably expect to fund the procurement; or
  - iii. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is in the best interest of the Fire Authority.
- (c) When a solicitation is cancelled prior to opening, notice of cancellation shall be publicly posted.
- (d) The notice of cancellation shall:
  - i. Identify the solicitation;

- ii. Briefly explain the reason for cancellation; and
- iii. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services, or construction.

*Sec. 1-24(3). After opening.*

- (a) After opening but prior to award, all bids, proposals or statements of qualifications may be rejected in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services or construction;
  - ii. Ambiguous or otherwise inadequate specifications or scopes of work were part of the solicitation;
  - iii. The solicitation did not provide for consideration of all factors of significance to the Fire Authority;
  - iv. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
  - v. All otherwise acceptable bids, statements of qualifications or proposals received are at clearly unreasonable prices;
  - vi. There is reason to believe that the bids, statements of qualifications or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or
  - vii. Competition was insufficient.
- (b) A notice of rejection shall be sent to all persons that submitted bids, statements of qualifications or proposals, and it shall conform to subsection 1-24(2) (d) of this section.
- (c) If all bids, proposals or request for qualifications are rejected, all bids, proposals or statements received shall remain, to the extent possible, confidential.

*Sec. 1-24(4). Documentation.* The reasons for cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

**Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications.**

- (a) A bid may be rejected if:
  - i. The bidder is determined to be non-responsible pursuant to Section 1-26;
  - ii. The bid is nonresponsive in accordance with Section 1-17; or
  - iii. It is otherwise not advantageous to the Fire Authority.
- (b) A proposal, statement of qualifications, or quotation may be rejected if:
  - i. The person responding to the solicitation is determined to be non-responsible pursuant to Section 1-26; or
  - ii. The proposal is incomplete, nonresponsive to solicitation requirements; or
  - iii. The proposed price exceeds available funds or is unreasonable; or



iv. It is otherwise not advantageous to the Fire Authority.

(c) The reasons for rejection shall be made a part of the procurement file and shall be available for public inspection.

#### **Sec. 1-26. Responsibility of bidders, offerors and respondents.**

*Sec. 1-26(1). Findings of non-responsibility.* If a bidder, offeror or respondent who otherwise would have been awarded a contract is found non-responsible, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the contract officer. The unreasonable failure of a bidder, offeror or respondent to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a finding of non-responsibility with respect to such bidder or offeror. The written finding shall be made part of the contract file and be made a public record.

*Sec. 1-26(2). Right of nondisclosure.* Except as required by law or court order, confidential information furnished by a bidder, offeror or respondent pursuant to this section shall not be disclosed by the Fire Authority outside of the agency, or using department, without prior written consent by the bidder, offeror or respondent.

*Sec. 1-26(3). Factors.* Factors to be considered in determining if a prospective contractor is responsible include:

- (a) The proposed contractor's financial, physical, personnel or other resources, including subcontracts;
- (b) The proposed contractor's record of performance and integrity;
- (c) Whether the proposed contractor is qualified legally to contract with the Fire Authority; and
- (d) Whether the proposed contractor supplied all necessary information concerning its responsibility.

*Sec. 1-26(4). Responsibility criteria.* The contract officer may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation.

#### **Sec. 1-27. Bid and contract security, material or service contracts.**

The Chief Procurement Officer may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Chief Procurement Officer shall consider the nature of the performance and the need for future protection to the Fire Authority. The requirement for security must be included in the invitation for bids or request for proposals. Failure to submit security in the amount and type of security required may result in the rejection of the bid or proposal.

#### **Sec. 1-28. Types of contracts.**

Subject to the limitations of this code, any type of contract which will promote the best interests of the Fire Authority may be used.

#### **Sec. 1-29. Approval of accounting system.**

The Chief Procurement Officer may require that the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles prior to award of a contract.

#### **Sec. 1-30. Multi-year contracts.**

Unless otherwise provided by law, a contract for materials, services or construction may be entered into for

any period of time deemed to be in the best interest of the Fire Authority, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

**Sec. 1-31. Right to inspect.**

The Fire Authority may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or sub-consultant that is related to the performance of any contract awarded or to be awarded by the Fire Authority.

**Sec. 1-32. Right to audit records.**

*Sec. 1-32(1).* The Fire Authority may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data as provided in Article VII of this code to the extent that the books and records relate to the cost or pricing data. Any person who is awarded a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless otherwise specified in the contract.

*Sec. 1-32(2).* The Fire Authority is entitled to audit the books and records of a contractor, consultant or any subcontractor or sub-consultant under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract or consultant, and by the subcontractor or sub-consultant for a period of three (3) years from the date of final payment under the subcontract, unless otherwise specified in the contract.

**Sec. 1-33. Reporting of anticompetitive practices.**

If for any reason collusion or other anticompetitive practices are suspected among any bidders, offerors or respondents a notice of the relevant facts shall be transmitted to the Chief Procurement Officer. This section does not require a law enforcement agency conducting an investigation into such practices to convey such notice to the Chief Procurement Officer.

**Sec. 1-34. Prospective vendors lists.**

*Sec. 1-35(1).* The Chief Procurement Officer shall maintain a prospective vendors list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a Fire Authority contract.

*Sec. 1-35(2).* Persons desiring to be included on the prospective vendors list may register with the department electronically. The department may remove a person from the prospective vendors list if it is determined that inclusion is not advantageous to the Fire Authority.

*Sec. 1-35(3).* It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

**Sec. 1-35. Contract form and execution.**

All contracts entered into under this code not exceeding the amount established by Section 1-11(6) shall be executed in the name of the Fire Authority by the Chief Procurement Officer. Contracts entered into under this code exceeding the amount established by Section 1-11(6) approved by the Executive Committee shall be executed by the Fire Chief, approved as to form by the General Counsel to the Fire Authority and countersigned by the Clerk of the Authority.

**Sec. 1-36. Assignment of rights and duties.**

The Chief Procurement Officer shall have the rights and duties of the Fire Authority to contract for the purchase of all services, supplies, equipment and other personal property required by the Fire Authority in accordance with the code and all policies and procedures adopted by the Board of Directors, and administrative procedures approved by the Fire Chief, or as otherwise provided by law. Except in cases where the Board of Directors or the Executive Committee has retained authority, the purchase of services, supplies and equipment are not transferable or otherwise assignable without the written consent of the Chief Procurement Officer.

**Sec. 1-37--1-40. Reserved.**

## **ARTICLE IV. SPECIFICATIONS**

**Sec. 1-41. Definition.**

As used in this article, "specification" is used interchangeably with "scope", "scope of services", or "scope of work" and means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service, or construction item for delivery.

**Sec. 1-42. Maximum practicable competition.**

*Sec. 1-42(1).* All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the Fire Authority's needs and shall not be unduly restrictive.

*Sec. 1-42(2).* To the extent practicable and unless otherwise permitted by this code, all specifications shall describe the Fire Authority's requirements in a manner that does not unnecessarily exclude a material, service, or construction item.

*Sec. 1-42(3).* Restrictive specifications shall not be used unless such specifications are required and it is not practicable or advantageous to use a less restrictive specification. The using department requesting a restrictive specification shall provide written evidence to support the restrictive specification. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of restrictive specifications.

*Sec. 1-42(4).* To the extent practicable, the Fire Authority shall use accepted commercial specifications and shall procure standard commercial materials.

**Sec. 1-43. Specifications prepared by other than Fire Authority personnel.**

The requirements of this code regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared other than by Fire Authority personnel, including, but not limited to, those prepared by architects, engineers, designers, and consultants for public contracts, or subcontractors. No person preparing specifications shall receive any direct or indirect benefit from the utilization of such specifications.

**Sec. 1-44. Brand name or equal specification.**

A brand name or equal specification may be used to describe the standards of quality, performance, and other characteristics needed to meet the requirements of a solicitation, and which invites offers for equivalent products from a manufacturer.

**Sec. 1-45. Brand name specification.**

A brand name specification may be used to identify the sole acceptable item that meets the Fire Authority's

needs. The using department requesting a brand name specification shall provide written evidence to support a brand name determination. A written determination by the Chief Procurement Officer of the basis for the brand name shall be maintained as public record. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of a brand name specification.

**Sec. 1-46. Reserved.**

## **ARTICLE V. PROCUREMENT OF PUBLIC WORKS PROJECTS AND PROFESSIONAL DESIGN SERVICES**

**Sec. 1-47. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-47(1). "Capital improvement"* means an outlay of funds for the acquisition or improvement of real property, which extends the life or increases the productivity of the real property.

*Sec. 1-47 (2). "Contractor"* shall mean any corporation, partnership, individual, sole proprietorship, joint venture or other legal entity which enters into a contract to sell commodities, services, or construction services to the Fire Authority.

*Sec. 1-47(4). "Construction project management"* means those services provided by a licensed architect, registered engineer, or licensed general contractor.

*Sec. 1-47(5). "Construction services"* means either of the following for construction- manager-at-risk, and design-build project delivery methods:

- (a) Construction, excluding services, through the construction-manager-at-risk project delivery methods.
- (b) A combination of construction and, as elected by the Fire Authority, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definitions of construction-manager-at-risk, and design-build in this section.

*Sec. 1-47(6). "Construction-manager-at-risk"* means a project delivery method in which:

- (a) There is a separate contract for design services and a separate contract for construction services.
- (b) The contract for construction services may be entered into at the same time as the contract for design services or at a later time.
- (c) Design and construction of the project may be in sequential phases or concurrent phases.
- (d) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(7). "Cost"* means the aggregate cost of all materials and services, including labor performed by force account.

*Sec. 1-47(8). "Design-bid-build" means a project delivery method in which:*

- (a) There is a sequential award of two (2) separate contracts.
- (b) The first contract is for design services.
- (c) The second contract is for construction.
- (d) Design and construction of the project are in sequential phases.
- (e) Finance services, maintenance services and operations services are not included.

*Sec. 1-47(9). "Design-build" means a project delivery method in which:*

- (a) There is a single contract for design services and construction services.
- (b) Design and construction of the project may be in sequential phases or concurrent phases.
- (c) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(10). "Design professional" means an architect or engineer, or both, duly licensed for professional practice, who may be employed by an owner for the purpose of designing a project.*

*Sec. 1-47(11). "Emergency for Public Projects" shall have the meaning provided in Public Contract Code Sections 22035 and 22050.*

*Sec. 1-47(12). "Facility" means any plant, building, structure, ground facility, real property, street, highway or other public work improvement.*

*Sec. 1-47(13). "Firm" means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.*

*Sec. 1-47(14). "Finance services" means financing for a construction services project.*

*Sec. 1-47(15). "Force account" means work performed on public projects by the Fire Authority's regularly employed personnel.*

*Sec. 1-47(16). "Maintenance work" shall have the meaning provided in Public Contract Code Section 22002(d), as that section may be amended from time to time, and shall include the following:*

- (a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- (b) Minor repainting.
- (c) Resurfacing of streets and highways at less than one inch.
- (d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

*Sec. 1-47(17). "Preconstruction services" means advice during the design phase.*



*Sec. 1-47(18). "Professional design services"* means architect services, engineering services, geologist services, landscape architect services, and land surveying service or any combination of those services that are legally required to be accomplished, reviewed, and approved by professionals registered to practice in the pertaining discipline in the State of California.

*Sec. 1-47(19). "Professional engineer"* refers to a person engaged in the professional practice of rendering service or creative work requiring education, training and experience in engineering sciences and the application of special knowledge of the mathematical, physical and engineering sciences in such professional or creative work as consultation, investigation, evaluation, planning or design of public or private utilities, structures, machines processes, circuits, buildings, equipment or projects, and supervision of construction for the purpose of securing compliance with specifications and design for any such work.

*Sec. 1-47(20). "Public project"* shall have the meaning provided in Public Contract Code Section 22002(c), as that section may be amended from time to time, and shall include the following:

- (a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (b) Painting or repainting of any publicly owned, leased, or operated facility.
- (c) *"Public project"* does not include maintenance work.

*Sec. 1-47(21). "Public works contract"* means an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

*Sec. 1-47(22). "Solicitation"* shall mean an invitation for bids, request for quotations, request for qualifications, or request for proposals issued by the Fire Authority for the purpose of requesting bids, quotes or proposals to perform a contract.

*Sec. 1-47(23) "Uniform Public Construction Cost Accounting Act"* is an alternative method for public project work performed or contracted by public entities in California as defined by Public Contract Code Section 22000 et seq. The Fire Authority adopted the alternative informal bidding procedures on February 22, 1996 establishing informal bidding procedures for public works.

## **Sec. 1-48 Procurement of public projects.**

*Sec. 1-48(1).* Procurement of public projects, in accordance with the limits listed in Section 22302 of the Public Contract Code, as those limits may be amended from time to time, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest of the Fire Authority.

*Sec. 1-48(2).* Contracts for construction shall be solicited through a competitive sealed bid process except as otherwise provided for in Sections 1-52 (procurement of construction services), 1-20 (small purchases), 1-21 (sole source procurement), and 1-22 (emergency procurements). The Chief Procurement Officer shall award contracts for public projects in accordance with the requirements of Public Contract Code Section 22000 et seq. and this code.

*Sec. 1-48(3). Force Account and informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(a), as amended from time to time, may be performed by the employees of the Fire Authority, by negotiated contract, or by purchase order.

*Sec. 1-48(4). Informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(b), as amended from time to time, may be let to contract by informal bidding procedures as set forth in Section 1-49(1).

*Sec. 1-48(5). Formal bidding procedures.* Public projects exceeding the amount set forth in Public Contract Code Section 22032(c), as may be amended from time to time, shall be let to contract by formal bidding procedures as set forth in Section 1-50.

*Sec. 1-48(6) Payment bond.* In accordance with the Civil Code Section 9550 et seq. all public works bids involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall require a payment bond in an amount not less than 100 percent of the total amount payable pursuant to the public works contract.

#### **Sec. 1-49. Public project informal bidding procedures.**

*Sec. 1-49(1).* Public projects which are subject to the informal bidding procedures as set forth in Section 1-48, shall be awarded to the lowest responsible bidder in accordance with the Public Contract Code Section 22000 et seq.

*Sec. 1-49(2). Contractors list.* The Fire Authority shall maintain a list of qualified contractors, identified according to categories of work. The development and maintenance of the list shall be in accordance with the provisions in the Public Contract Code Section 22034 and criteria established from time to time by the California Uniform Construction Cost Accounting Commission.

*Sec. 1-49(3). Notice inviting informal bids.* All contractors on the list of qualified contractors for the category of work to be bid or all construction trade journals as specified in the Public Contract Code Section 22036, or both, shall be sent a notice inviting informal bids unless the product or service delivery is proprietary. Additional contractors and/or construction trade journals may be notified at the discretion of the Chief Procurement Officer. If there is no list of qualified contractors maintained by the Fire Authority for the particular category of work to be performed, the notice shall be sent to the construction trade journals specified by the Commission.

*Sec. 1-49(4). Sending notices and descriptions of project.* All sending of notices to contractors and construction trade journals pursuant to Section 1-49(3) shall be completed not fewer than ten calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

*Sec. 1-49(5). Award of informal bids.* The Chief Procurement Officer is authorized to award informal bids for public projects.

*Sec. 1-49(6). Bids in excess of the formal bid limit.* If all bids received are in excess of the amount set forth in Public Contract Code Section 22032(b), as may be amended from time to time, the Board of Directors may by passage of a resolution by a four-fifths vote, award the contract, to the lowest responsible bidder, if it determines the cost estimate was reasonable and the contract amount will not exceed the amount set forth in Public Contract Code Section 22034(d), as may be amended from time to time.

### **Sec. 1-50. Public project formal bidding procedures.**

*Sec. 1-50(1).* Public projects which are subject to formal bidding procedures, shall be awarded to the lowest responsive and responsible bidder in accordance with the procedures set forth in this section.

*Sec. 1-50(2). Notice inviting formal bids.* The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days before the date of opening the bids, in a newspaper of general circulation within the jurisdiction of the Fire Authority. The notice inviting formal bids shall also be sent electronically to all construction trade journals specified for the County of Orange in the Public Contract Code Section 22036 at least fifteen (15) calendar days before the date of bid opening. In addition to notice required by this section, the Fire Authority may give other notice as it deems proper.

*Sec. 1-50(3). Adopt plans.* The Board of Directors of the Fire Authority shall adopt plans, specifications, and working details for all public projects as required by Public Contract Code 22039, exceeding the amount specified in the Public Contract Code Section 22032(c).

*Sec. 1-50(4). Bidder security.* All formal public projects shall require bidder's security as required by state law. Bid security shall be in an amount equal to at least ten percent of the amount bid, or such other amount as may be set forth in Public Contract Code Section 20171, as may be amended from time to time. Any bid bond submitted shall be executed by an admitted surety insurer which meets the rating requirements established by the risk manager or designee, made payable to the Fire Authority.

*Sec. 1-50(5). Prequalification.* The Fire Authority may require bidders to meet certain criteria in order to be placed upon a bidder's list to bid on formal public projects.

*Sec. 1-50(6). Award of formal bids.* The Board of Directors of the Fire Authority shall award all formal public works projects.

### **Sec. 1-51. Procurement of professional design services.**

Contracts for professional design services shall be solicited and selected in accordance with Government Code Section 4525 et seq. through a request for qualifications.

### **Sec. 1-52. Procurement of construction services.**

Contracts for construction services shall be solicited through a design-bid build or a design-build process in accordance with Public Contract Code Section 22160 et seq. except as otherwise provided for in Section 1-53. The Board of Directors or delegated authority shall award all contracts for construction services in accordance with the state requirements and this code.

### **Sec. 1-53. Public project emergencies procedure.**

In cases of emergency, when repair or replacements are necessary to permit the continued conduct of the operation or services of the Fire Authority or to avoid danger to life or property, the Chair or Vice Chair of the Board of Directors, after making a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and, that the action is necessary to respond to the emergency, may by a four-fifths vote, proceed at once to replace or repair any public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. The Fire Chief shall have the power to declare a public emergency when it is impractical to convene a meeting of the Board of Directors, subject to confirmation by the Board, by a four-fifths vote, at its next meeting and reviewed at least at every

regularly scheduled meeting thereafter until the action is terminated. This procedure shall be subject to any other requirements of Public Contract Code Sections 22035 and 22050, as may be amended from time to time.

**Sec. 1-54--1-57. Reserved.**

## **ARTICLE VI. CONTRACT TERMS AND CONDITIONS**

**Sec. 1-58. Contract terms and conditions.**

All Fire Authority contracts shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Chief Procurement Officer shall have the authority to establish and modify any such terms and conditions.

**Secs. 1-59--1-61. Reserved.**

## **ARTICLE VII. COST PRINCIPLES**

**Sec. 1-62. Cost principles.**

The Chief Procurement Officer shall establish cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs.

**Sec. 1-63. Cost or pricing data.**

The submission of current cost or pricing data may be required in connection with any award, change order or contract modification.

**Secs. 1-64, 1-65. Reserved.**

## **ARTICLE VIII. MATERIALS MANAGEMENT**

**Sec. 1-66. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-66(1). "Property"* means controlled fixed assets including supplies, materials or equipment with a useful life of more than one (1) year and value greater than \$5,000.

*Sec. 1-66(2). "Property transfer"* means the transfer of controlled fixed assets between using agencies or transfer of property to or from the surplus property program.

*Sec. 1-66(3). "Surplus property"* means property no longer needed by using department for their operations, property in poor or non-working condition, or property that is a by-product (e.g. scrap metal, used tires and oil, etc.).

**Sec. 1-67. Materials management guidelines.**

The Chief Procurement Officer shall establish guidelines as may be required governing:

*Sec. 1-67(1).* The transfer of surplus property and operation of the surplus property program.

*Sec. 1-67(2).* The sale or disposal of surplus property, by auction, competitive sale or other authorized method.

*Sec. 1-67(3).* The trade-in of surplus property for purchase of new equipment.

**Sec. 1-68. Inventory management.**

The Chief Procurement Officer shall manage the Fire Authority service center which provides warehousing services including inventory management, shipping, receiving, storing, issuing and servicing of supplies and inventory for the Fire Authority. The Chief Procurement Officer will establish policies and procedures required for efficient and effective operation of the inventory system including the purchase of inventory, sale or other disposal of inventory items no longer needed, delivery and other services provided to using agencies.

**Sec. 1-69. Disposition of surplus property.**

*Sec. 1-69(1).* The Chief Procurement Officer will operate a surplus property program for the purpose of receiving, storing, transferring, or selling surplus property no longer needed by using agencies.

*Sec. 1-69(2).* Using agencies shall request department authorization to transfer controlled fixed assets to another using department, or to request transfer of property into or from the surplus property program.

*Sec. 1-69(3).* Unless otherwise provided for, surplus property no longer needed by any using department shall be offered through competitive sale to the highest responsible bidder.

*Sec. 1-69(4).* Unless otherwise provided, all proceeds from the sale of surplus property will be deposited into the Fire Authority's general fund. Proceeds from sale of enterprise, federal, grant or other special designation property will be reimbursed, less pro-rated selling expenses, to the appropriate fund, after completion of each sale.

*Sec. 1-69(5).* If surplus property has an estimated value of less than five thousand dollars (\$5,000) and it is proposed that the property may be donated, the Chief Procurement Officer has the authority to determine whether the proposed donation of the surplus property to another local agency or non-profit organization meets the intent of the California Constitution whereby when a public agency gives a surplus item to another organization, the item must be used for a public purpose of interest and benefit generally to the people of the agency's jurisdiction and in keeping with the agency's purpose. Said donations shall require the prior approval of the Fire Chief and a release of liability to the Fire Authority from the agency accepting the donated surplus property. Any request for donation with a fair market value exceeding five thousand dollars (\$5,000) shall require prior approval by the Board of Directors or the Executive Committee.

*Sec. 1-69(6).* If surplus property is deemed to have historical significance by the Fire Chief and or/his designee, the historical property will be transferred and placed in the custody of a designated section manager for safe keeping.

**Secs. 1-70--1-74. Reserved.**



## **ARTICLE IX. LEGAL AND CONTRACTUAL REMEDIES**

### **Sec. 1-75. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-75(1). "Adequate evidence"* means more than mere accusation but less than substantial evidence. Consideration shall be given to the amount of credible information available, reasonableness in view of surrounding circumstances, corroboration, and other inferences that may be drawn from the existence or absence of affirmative facts.

*Sec. 1-75(2). "Contract claim"* means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, payment in a sum certain, adjustment or interpretation of contract terms, or other relief arising under or relating to the contract.

*Sec. 1-75(3). "Filed"* means delivery to the contract officer or to the Chief Procurement Officer, whichever is applicable. A time and date of receipt shall be documented in a verifiable manner for purposes of filing.

*Sec. 1-75(4). "Governing instruments"* means those legal documents that establish the existence of an organization and define its powers including articles of incorporation or association, constitution, charter and by-laws.

*Sec. 1-75(5). "Interested party"* means an actual or prospective bidder, respondent or offeror whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract or by the failure to award a contract. Whether an economic interest exists will depend upon the circumstances of each case. An interested party does not include a supplier, subconsultant or subcontractor to an actual or prospective bidder, respondent or offeror.

*Sec. 1-75(6). "Receipt"* means the earlier of actual receipt or the first attempted delivery by certified mail, or by any other means that provides evidence of the attempt, to the persons last known address.

*Sec. 1-75(7). "Substantial evidence"* means such relevant evidence as a reasonable person might accept as sufficient to support a particular conclusion.

### **Sec. 1-76. Authority of the Chief Procurement Officer.**

The Chief Procurement Officer shall have the authority to settle and resolve protests and contract claims. Appeals from the decisions of the Chief Procurement Officer may be made to the Fire Chief pursuant to the provisions of this article.

### **Sec. 1-77. Right to protest.**

Any actual interested party who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer.

### **Sec. 1-78. Filing of a protest.**

*Sec. 1-78 (1). "Content of protest"*. The protest shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the protestant;

- (b) The signature of the protestant or its representative;
- (c) Identification of the solicitation or contract number;
- (d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) The form of relief requested.

**Sec. 1-79. Time for filing protests.**

*Sec. 1-79(1).* Protests concerning improprieties in a solicitation. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date.

*Sec. 1-79(2).* In cases other than those covered in subsection (1) of this section, protests shall be filed within seven (7) days after the aggrieved person knows or should have known of the facts giving rise thereto; however, in no event shall the protest be filed later than seven (7) days after issuance of intent to award.

*Sec. 1-79(3).* The Chief Procurement Officer, without waiving the Fire Authority's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.

*Sec. 1-79(4).* The Chief Procurement Officer shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right to intervene.

**Sec. 1-80. Stay of procurements during the protest.**

In the event of a timely protest under Section 1-79, the Fire Authority may proceed further with the solicitation or with the award of the contract unless the Chief Procurement Officer makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the Fire Authority.

**Sec. 1-81. Confidential information.**

*Sec. 1-81(1).* Material submitted by a protestant shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to Section 1-6.

*Sec. 1-81(2).* If the protestant believes the protest contains material that should be withheld, a statement advising the Chief Procurement Officer of this fact shall accompany the protest submission in accordance with Section 1-6.

**Sec. 1-82. Decision by the Chief Procurement Officer.**

*Sec. 1-82(1).* The Chief Procurement Officer shall issue a written decision within fourteen (14) days after a protest has been filed pursuant to Section 1-78. The decision shall contain an explanation of the basis of the decision.

*Sec. 1-82(2).* The Chief Procurement Officer shall furnish a copy of the decision to the protestant, by e-mail and/or certified mail, return receipt requested, or by any other method that provides evidence of receipt.

*Sec. 1-82(3).* The time limit for decisions set forth in subsection (1) of this section may be extended by the Fire Chief for a reasonable time not to exceed thirty (30) days. The Chief Procurement Officer shall notify the protestant in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

*Sec. 1-82(4).* If the Chief Procurement Officer fails to issue a decision within the time limits set forth in subsection (1) or (3) of this section, the protestant may proceed as if the Chief Procurement Officer had issued an adverse decision.

*Sec. 1-82(5).* The Chief Procurement Officer's decision shall contain a statement regarding the appeals process that is available pursuant to this article.

### **Sec. 1-83. Remedies.**

*Sec. 1-83(1).* If the Chief Procurement Officer sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award, or contract award does not comply with the procurement code, the Chief Procurement Officer shall implement an appropriate remedy.

*Sec. 1-83(2).* In determining an appropriate remedy, the Chief Procurement Officer shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to:

- (a) The seriousness of the procurement deficiency;
- (b) The degree of prejudice to other interested parties or to the integrity of the procurement process;
- (c) The good faith of the parties;
- (d) The extent of performance;
- (e) Costs to the Fire Authority;
- (f) The urgency of the procurement; and
- (g) The impact of the relief on the using department's mission.

*Sec. 1-83(3).* An appropriate remedy may include one or more of the following:

- (a) Reject all bids, responses or proposals;
- (b) Terminate the contract;
- (c) Reissue the solicitation;
- (d) Issue a new solicitation;
- (e) Award a contract consistent with the procurement code;
- (f) Such other relief as is determined necessary to ensure compliance with the General Law and this code.

### **Sec. 1-84. Appeals to the Fire Chief.**

*Sec. 1-84(1). Appeal.* An appeal from a decision entered or deemed to be entered by the Chief

Procurement Officer shall be filed with the Fire Chief within seven (7) days from the date the decision is issued. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-84(2). Content of appeal.* The appeal shall contain:

- (a) The information set forth in Section 1-78, including the identification of confidential information in the manner set forth in Section 1-81;
- (b) A copy of the decision of the Chief Procurement Officer; and
- (c) The precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

#### **Sec. 1-85. Notice of appeal.**

*Sec. 1-85(1).* The Fire Chief shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings.

*Sec. 1-85(2).* The Fire Chief shall, upon request, furnish copies of the appeal to those named in subsection (1) of this section subject to the provisions of Section 1-81.

#### **Sec. 1-86. Stay of procurement during appeal.**

If an appeal is filed during the procurement and before an award of a contract and the procurement or award of the contract was stayed by the Chief Procurement Officer pursuant to Section 1-80, the filing of an appeal shall automatically continue the stay unless the Fire Chief makes a written determination that the procurement or award of the contract without delay is necessary to protect substantial interests of the Fire Authority.

#### **Sec. 1-87. Chief Procurement Officer's report.**

*Sec. 1-87(1). Report.* The Chief Procurement Officer shall file a report on the appeal with the Fire Chief within seven (7) days from the date the appeal is filed. At the same time, Chief Procurement Officer shall furnish a copy of the report to the appellant by e-mail and/or certified mail, return receipt requested or any other method that provides evidence of receipt, and to any interested parties who have responded to the notice given pursuant to Section 1-85(2). The report shall contain copies of:

- (a) The appeal;
- (b) Any other documents that are relevant to the protest; and
- (c) A statement by the Chief Procurement Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.

*Sec. 1-87(2). Extension for filing of report.*

- (a) The Chief Procurement Officer may request in writing an extension of the time period setting forth the reason for extension.
- (b) The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if an extension is granted, set forth a new date for the submission of the report. The Chief Procurement Officer shall notify the appellant in writing that the time for the submission of the report has been extended and the date by which the report will be submitted.

*Sec. 1-87(3). Comments on report.*

- (a) The appellant shall file comments on the Chief Procurement Officer's report with the Fire Chief within seven (7) days after receipt of the report. Copies of the comments shall be provided by the appellant to the Chief Procurement Officer and all other interested parties. The comments must contain a statement or confirmation as to the appellant's requested form of relief.
- (b) The Fire Chief may grant an extension on the time period to file comments pursuant to a written request made by the appellant within the period set forth in subsection (3)(a) of this section stating the reason an extension is necessary. The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if the extension is granted, set forth a new date for the filing of comments. The Fire Chief shall notify the Chief Procurement Officer of any extension.

**Sec. 1-88. Dismissal by the Fire Chief.**

The Fire Chief shall dismiss, upon a written determination, an appeal if:

*Sec. 1-88(1).* The appeal does not state a valid basis, including a detailed statement of the legal and factual grounds, for protest; or

*Sec. 1-88(2).* The appeal is untimely pursuant to Section 1-84(1).

**Sec. 1-89. Remedies.**

If the Fire Chief sustains the appeal in whole or part and determines that a solicitation, evaluation process, proposed award, or award does not comply with the general law and/or this code, remedies may be implemented pursuant to Section 1-83.

**Sec. 1-90. Filing of a contract claim.**

*Sec. 1-90(1).* "Content of claim". The claim shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the claimant;
- (b) The signature of the claimant or its representative;
- (c) Identification of the solicitation or contract number;
- (d) A detailed statement of the legal and factual grounds of the claim including copies of relevant documents; and
- (e) The form of relief requested.

**Sec. 1-91. Chief Procurement Officer's decision.**

*Sec. 1-91(1). Written decision.* If a contract claim cannot be resolved by mutual agreement, the Chief Procurement Officer shall, upon a written request by the contractor for a final decision, issue a written decision no more than sixty (60) days after the request is filed. Before issuing a final decision, the Chief Procurement Officer shall review the facts pertinent to the contract claim or controversy and secure any necessary assistance from legal, financial, procurement, and other advisors.

*Sec. 1-91(2). Final decision.* The Chief Procurement Officer shall furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence



of receipt. The decision shall include:

- (a) A description of the claim;
- (b) A reference to the pertinent contract provision;
- (c) A statement of the factual areas of agreement or disagreement;
- (d) A statement of the Chief Procurement Officer's decision, with supporting rationale;
- (e) A statement regarding the appeals process that is available pursuant to this article.

#### **Sec. 1-92. Issuance of a timely decision.**

*Sec. 1-92(1).* The time limit for decisions set forth in Section 1-91(1) may be extended for good cause. The Chief Procurement Officer shall notify the contractor in writing that the time for the issuance of a decision has been extended and the date by which a decision is anticipated.

*Sec. 1-92(2).* If the Chief Procurement Officer fails to issue a decision within sixty (60) days after the request on a claim is filed or within the time prescribed under subsection (1) of this section, the contractor may proceed as if the Chief Procurement Officer had issued an adverse decision.

#### **Sec. 1-93. Appeals to the Fire Chief.**

*Sec. 1-93(1). Appeal of final decision.* An appeal of a final decision of a Chief Procurement Officer on a claim shall be filed with the Fire Chief within five (5) days from the date the decision is received. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-93(2). Content of appeal.* The appeal shall contain a copy of the decision of the Chief Procurement Officer and the basis for the precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

*Sec. 1-93(3). Final decision, mediation service or arbitration.* The Fire Chief may make the final decision in accordance with Section 1-97 or to refer to mediation services in accordance with Section 1-95 or refer to arbitration in accordance with Section 1-96.

#### **Sec. 1-94. Fire Authority claims against a contractor.**

All contract claims asserted by the Fire Authority against a contractor that are not resolved by mutual agreement shall promptly be referred by the Chief Procurement Officer to the Fire Chief for a final decision in accordance with Section 1-97, or mediation, in accordance with Section 1-95, or arbitration in accordance with Section 1-96.

#### **Sec. 1-95. Mediation.**

Contract claims may be resolved utilizing mediation services if the Fire Chief determines the use of such services is in the best interest of the Fire Authority.

#### **Sec. 1-96. Arbitration.**

Contract claims may be resolved utilizing arbitration if the Fire Chief determines the use of arbitration is in the best interest of the Fire Authority. The claim shall be settled by arbitration in accordance with the current construction industry arbitration rules of the American Arbitration Association or, at the option of the Fire Authority, in accordance with the provisions of the California Arbitration Act (CAA) (Cal. Civ. Proc. Code §§ 1280-1294.2) or the Federal Arbitration Act (FAA) (9 U.S.C. §§ 1-16, 201-208, 301-307).

**Sec. 1-97. Final decision by the Fire Chief.**

*Sec. 1-97(1).* The Fire Chief may affirm, modify, or reject the Chief Procurement Officer's decision in whole or in part, or make any other appropriate disposition.

*Sec. 1-97(2).* A decision by the Fire Chief shall be final. The decision shall be sent to all parties by e-mail, certified mail, return receipt requested or by any other method that provides evidence of receipt. If a stay was issued, the final decision by the Fire Chief shall lift any such stay, unless the Fire Chief determines that the continued stay is necessary to protect the substantial interest of the Fire Authority.

**Sec. 1-98. Judicial review of protests or claims.**

Any decision of the Fire Chief regarding a protest (§ 1-77 et seq.) or claim (§ 1-90 et seq.) under this code shall be final. Exhaustion of the procedures set forth in this code shall be a condition precedent to any person seeking judicial review of a final decision by the Fire Chief.

**Sec. 1-99. Exclusive remedy.**

Notwithstanding any law to the contrary, this article shall provide the exclusive procedure for asserting a claim or cause of action against the Fire Authority arising in relation to any procurement conducted under this code.

**Secs. 1-100–1-115. Reserved.**

## **ARTICLE X. COOPERATIVE PURCHASING**

**Sec. 1-116. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-116(1).* "Cooperative purchasing" means procurement conducted by, or on behalf of, more than one public procurement unit.

*Sec. 1-116(2).* "Eligible public procurement unit" means any state, county, city, town, and any other political subdivision, public authority, educational, health or other institution, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies, services and construction, and any not-for-profit entity.

**Sec. 1-117. Applicability.**

Agreements entered into pursuant to this article shall be limited to the areas of procurement, warehousing or materials management.

**Sec. 1-118. Cooperative purchasing authorized.**

The Fire Authority may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to joint or multi-party contracts between public procurement unit and open-ended public procurement unit contracts that are made available to other public procurement units. Parties under a cooperative purchasing agreement may:

*Sec. 1-118(1).* Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.

*Sec. 1-118(2).* Cooperatively use materials or services.

*Sec. 1-118(3).* Commonly use or share warehousing facilities, capital equipment and other facilities.

*Sec. 1-118(4).* Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.

*Sec. 1-118(5).* On request, make available to other eligible public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request reimbursement for the reasonable and necessary costs of providing such services.

The activities described in paragraphs (1) through (5) do not limit the activities of parties under a cooperative purchasing agreement.

**Sec. 1-119. Cooperative purchasing source selection methods.**

All cooperative purchasing conducted under this Article shall be through contracts awarded by a public agency through full and open competition, including use of source selection methods substantially equivalent to those specified in Article III (Source Selection and Contract Formation) of this code.

**Secs. 1-120, 1-121. Reserved.**

## **ARTICLE XI. RESERVED**

**Secs. 1-122--1-126. Reserved.**

## **ARTICLE XII. ETHICS IN PUBLIC CONTRACTING**

**Sec. 1-127. Procurement Ethics Standards**

*Sec. 1-127(1).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement shall discharge their duties in accordance with high ethical standards by practicing their profession with integrity, honesty, truthfulness and adherence to the absolute obligation to safeguard the public trust.

*Sec. 1-127(2).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement, shall be subject to the Conflict of Interest Code and subsequent amendments adopted by the Fire Authority.

*Sec. 1-127(3).* The Chief Procurement Officer shall adopt a Procurement Ethics Policy and Procedures applicable to all Fire Authority procurement functions.

**Secs. 1-128--1-130. Reserved.**











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

**Board of Directors Meeting**  
**July 22, 2021**

**Agenda Item No. 3B**  
**Discussion Calendar**

**Proposed Amendments to the Procurement Ordinance – First Reading**

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**Contact(s) for Further Information**

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**Summary**

This item is submitted at the direction of the Board of Directors to delete the Special Procurement provision of OCFA's Purchasing Ordinance and to review OCFA's procurement process.

**Prior Board/Committee Action**

Following the first reading of the proposed Purchasing Ordinance on April 28, 2016, the Board of Directors unanimously approved the Purchasing Ordinance on May 26, 2016.

At the May 27, 2021 meeting of the Board of Directors, the Board directed staff to delete the special procurement authorization and take review of the procurement process to the Budget and Finance Committee.

At the June 24, 2021 meeting of the Board of Directors, Director Ward requested that staff return at the next Board of Directors meeting with the staff report in which the special procurement policy was implemented in order to have a full Board discussion.

At the July 14, 2021 meeting of the Budget and Finance Committee, the Committee by a 7-0 vote (Directors Sachs and Bourne absent) recommended placing this item on the agenda for the Board of Directors meeting of July 22, 2021, modifying the Purchasing Ordinance and Roles, Responsibilities, and Authorities Matrix ("Matrix") to conform to the direction from the Board of Directors during its May 27, 2021 meeting to delete the special procurement authorization and review the procurement process. The Committee further recommended that the Matrix be revised to require a report to the full Board whenever authority delegated in the Matrix to the Chair or Vice-Chair is exercised. This change would be applicable to the Emergency Purchases section of the Matrix.

**RECOMMENDED ACTION(S)**

1. Waive the full reading of the proposed Ordinance.
2. Introduce and read by title only proposed Ordinance No. 009 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING THE FIRE AUTHORITY'S PROCUREMENT CODE TO REVISE THE PURCHASING RULES AND PROCEDURES and

3. Approve the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS AMENDING THE ROLES/RESPONSIBILITIES/AUTHORITIES MATRIX TO COINCIDE WITH THE NEW PROCUREMENT CODE.

### **Impact to Cities/County**

Not Applicable

### **Fiscal Impact**

Not Applicable

### **Background**

#### ***Purchasing Ordinance***

On April 28, 2016, an agenda staff report was submitted to the Board of Directors detailing the comprehensive changes that were proposed to OCFA's purchasing requirements. (Attachment 3.) The Board provided specific feedback to staff to add documented justification and approvals by the Assistant Chief of Business Services and Chief Procurement Officer within the justification forms for sole source purchases and special procurements and in the Roles/Responsibilities/Authorities Matrix. At the May 26, 2016 meeting, the Board of Directors conducted the second reading of the ordinance and provided unanimous approval (Attachments 4, 5).

#### ***Roles/Responsibilities/Authorities Matrix***

The roles, responsibilities, and authorities that have been delegated by the Board of Directors to subcommittees or to management are documented in the Roles/Responsibilities/Authorities Matrix (Matrix), including dollar thresholds that are delegated to the Purchasing Manager for various types of purchasing transactions. The procurement section of the Matrix was most recently updated and approved by the Board at its April 25, 2019 Board of Directors meeting.

#### ***Board of Directors May 27, 2021 Meeting - Review of Purchasing Ordinance and Purchasing Provisions of Roles/Responsibilities/Authorities Matrix***

At its May 27, 2021 Board of Directors meeting, the Board reviewed OCFA's purchasing provisions related to sole source and special procurements per the request from Director Bartlett, and reviewed the dollar thresholds delegated to OCFA management for authorizing purchasing transactions per the request from Director Kuo.

At the May 2021 meeting staff presented examples of past Sole Source and Special Procurements that have been approved since the adoption of the ordinance. This included a PowerPoint presentation in which staff highlighted the differences between Sole Source and Special Procurements and the justification provided at the time the procurements were considered and approved by the Board. Following extensive discussion, the Board directed staff to delete the special procurement authorization and take review of the procurement process to the Budget and Finance Committee.

At the June 24, 2021 Board meeting, Director Ward requested that staff return to the Board of Directors with the staff report in which the special procurement policy was implemented in order to have a full Board discussion. The Staff Reports provided to the Board's April 28, 2016 and May 26, 2016 meetings are attached as Attachments 3 and 4, and the Minutes of the Board's unanimous approval of the Purchasing Ordinance containing the special procurement policy on May 26, 2016 are attached as Attachment 5.

### ***Proposed Changes to OCFA Ordinance 008***

At the May 2021 meeting, the Board directed staff to delete the Special Procurement provision from the Purchasing Ordinance. As part of the Board of Director's discussion on this item, and per Director Bartlett comments, four circumstances referenced under the Special Procurement provision presentation would fall under the Sole Source provision as long as justification for each sole source procurement was provided. This was referred to as "Sole Source with Justification" during the Board meeting. Therefore, changes to the Procurement Ordinance Sections 1-21 and Section 1-23 are as follows (new language underlined):

#### **Section 1-21. Sole Source procurement.**

Sec. 1-21(1). General Sole Source – Only One Source Exists. Notwithstanding any other provisions of this code, a contract may be awarded without competition when the Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service, or construction item. This section is not applicable to the procurement of construction services (Section 1-50). The using department requesting a sole source procurement shall provide written evidence to support a sole source determination. The Chief Procurement Officer may require that negotiations are conducted as to price, delivery, and terms. The Chief Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or Board of Directors. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a public record.

Sec. 1-21(2) With Justification. In addition to the authority for sole source procurement in section 1-21 above, the Executive Committee or the Board of Directors may authorize sole source procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance), when the Executive Committee or the Board of Directors determines that, due to one or more of the unusual or special circumstances outlined below, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services):

- (a) Continuity of Service. It would not be feasible or advisable to change the current provider (i.e. operational inefficiency);
- (b) Time is of the Essence. Timing to obtain needed supplies, equipment or services would not allow for a solicitation process (non-emergency procurements);
- (c) Significant Cost Savings Factor. It would be financially prudent to not issue a solicitation and/or change the current provider (i.e. cost prohibitive); or

(d) Organizational Need. A specific provider will provide a significant benefit and satisfy an organizational need (i.e. added value to the organization) that cannot be secured from other providers.

This section is not applicable to the procurement of construction services (Section 1-50). The using department requesting the sole source with justification procurement shall provide written evidence to support the procurement determination. Any sole source with justification procurement under this section shall be limited to those materials, equipment or services necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the sole source with justification procurement and for the selection of the particular provider shall be provided to the Executive Committee or Board of Directors prior to authorization of the procurement and shall be maintained as a public record. The determination and the award shall be made by the Executive Committee or the Board of Directors in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and is in the public interest.

~~**Section 1-23. Reserved. Special Procurement.** Notwithstanding any other provisions of this code, the Executive Committee or the Board of Directors may authorize procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance) when, due to unusual or special circumstances, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services). This is not applicable to the procurement of construction services (Section 1-50). The using department requesting a special procurement shall provide written evidence to support a special procurement determination. Any special procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the special procurement and for the selection of the particular contractor shall be maintained as public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and a wise exercise of discretion and is in the public interest.~~

### ***Proposed Changes to the Purchasing Provisions of the Roles/Responsibilities/Authorities Matrix***

In correlation with the proposed changes to the OCFA Purchasing Ordinance, staff recommends the deletion of the Special Procurement authorization provided for in the Matrix.

Given the opportunity to make changes to the Matrix, staff proposes making an additional modification:

- In accordance with the recommendation provided during the FY 2019/20 financial audit, staff also recommends modifying the Emergency Purchase authorization to clarify the timing for when emergency procurements are taken to Executive Committee for long-duration incidents, language which was not necessary prior to the COVID-19 pandemic.



See Attachment 2 for the proposed changes to the Purchasing Provisions of Roles/Responsibilities/Authorities Matrix

At the July 14, 2021 meeting, the Budget and Finance Committee recommended an additional change to the Matrix as it relates to reporting out to the full Board whenever authority delegated in the Matrix to the Chair or Vice-Chair is exercised. This change would be applicable to the Emergency Purchases section of the Matrix. These recommended changes are included in Attachment 2.

**Attachment(s)**

1. Proposed Ordinance with proposed changes to OCFA Procurement Code
2. Proposed Resolution with proposed changes to the Purchasing Provisions of Roles/Responsibilities/Authorities Matrix
3. April 28, 2016 Staff Report on Purchasing Ordinance
4. May 26, 2016 Staff Report on Purchasing Ordinance
5. May 26, 2016 Minutes of Board action approving the Purchasing Ordinance



# **ATTACHMENT 1**



ORDINANCE NO. 009

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE  
ORANGE COUNTY FIRE AUTHORITY AMENDING THE  
FIRE AUTHORITY'S PROCUREMENT CODE TO REVISE THE  
PURCHASING RULES AND PROCEDURES.

RECITALS

A. WHEREAS, on May 26, 2016, the Orange County Fire Authority Board of Directors adopted Ordinance No. 008 to adopt the Orange County Fire Authority Procurement Code to establish purchasing rules and procedures based on the American Bar Association Model Procurement Code; and

B. WHEREAS, the Board wishes to delete certain provisions in the Procurement Code relating to special procurement and to amend and add provisions related to sole source procurements.

THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby ordain as follows:

Section 1. Amendments to Procurement Code.

As of the effective date of this Ordinance, the amendments to the Orange County Fire Authority Procurement Code shown in the attached Exhibit A are hereby enacted. Text highlighted in red strikeout text (~~example~~) is deleted, and text highlighted in red underline text (example) is added.

Section 2. Effective Date; Publication.

This Ordinance and the amendments to the Procurement Code shall take effect and be in force thirty days from the date of its passage. Before the expiration of fifteen (15) days after its passage, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Orange County Register, a newspaper of general circulation published in the County of Orange.

*PASSED, APPROVED and ADOPTED* this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
DAVID JOHN SHAWVER, CHAIR  
OCFA Board of Directors

ATTEST:

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MARIA D. HUIZAR  
Clerk of the Authority



**EXHIBIT A**

**ORANGE COUNTY FIRE AUTHORITY**  
**PROCUREMENT CODE**

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## **ARTICLE I. GENERAL PROVISIONS**

### **Purpose**

The purpose of the Orange County Fire Authority Procurement Code is to:

- (a) Simplify, clarify, centralize, and modernize the Fire Authority's rules and regulations governing procurement.
- (b) Permit the continued development of best value procurement policies and practices.
- (c) Provide for increased public confidence in the procurement procedures followed by the Fire Authority.
- (d) Ensure the fair and equitable treatment of all persons who deal with the procurement system of the Fire Authority.
- (e) Provide increased economy in Fire Authority procurement activities and maximize, to the fullest extent practicable, the purchasing value of public monies of the Fire Authority, and foster effective broad-based competition within the free enterprise system.
- (f) Provide safeguards for the maintenance of a procurement system of quality and integrity.
- (g) Obtain in a cost-effective and timely manner the materials, services, and construction required by the Fire Authority to better serve its citizens.

### **Sec. 1-1. General Law.**

Pursuant to and to the extent required by Government Code Section 6509, the Orange County Fire Authority shall be restricted in the exercises of its powers in the same manner as is a general law city in accordance with the joint power agreement formed as of February 3, 1995, and as subsequently amended.

### **Sec. 1-2. Applicability.**

*Sec. 1-2(1).* The provisions of this code shall apply to the following:

- (a) Every expenditure of public monies by the Fire Authority irrespective of their source, including State and Federal assistance monies, for the procurement of materials, services, and public projects;
- (b) Disposal of property; and
- (c) Contracts where there is no expenditure of public monies or where the Fire Authority is offering something of value to the business community when the Fire Authority determines source selection and award of a contract.

*Sec. 1-2(2).* The following are exempt from the provisions of this code:

- (a) Grants awarded by the Fire Authority and approved by the Board of Directors;
- (b) The purchase, sale or lease of Fire Authority real property;
- (c) Contracts for professional witnesses if the purpose of such contracts is to provide for services or testimony relating to an existing or probable judicial proceeding in which the Fire Authority is

- or may become a party to, and contracts for special investigative services for law enforcement purposes;
- (d) Agreements negotiated by the Fire Authority in settlement of litigation or threatened litigation; or
- (e) Contracts with other governmental agencies.

**Sec. 1-3. Definitions.**

In this code, unless the context otherwise requires:

*Sec. 1-3(1). "Business"* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

*Sec. 1-3(2). "Change order"* means a written document authorized by the Chief Procurement Officer which directs the contractor to make changes with or without the consent of the contractor.

*Sec. 1-3(3). "Chief Procurement Officer"* means the official appointed by the Fire Chief as the purchasing and materials manager and the central procurement and contracting authority for the Fire Authority.

*Sec. 1-3(4). "Contract"* means all types of Fire Authority agreements, regardless of what they may be called, for the procurement of materials, maintenance, services, public works, construction or the disposal of materials.

*Sec. 1-3(5). "Construction"* means the process of building, reconstructing, erecting, altering, renovating, improving, demolishing, or repairing any Fire Authority owned, leased, or operated facility. Construction does not include maintenance work, which is defined to include routine, recurring, and usual work for the preservation or protection of any Fire Authority owned or operated facility for its intended purposes.

*Sec. 1-3(7). "Contract officer"* means any person duly authorized by the Chief Procurement Officer to facilitate the source selection process, including but not limited to; preparing solicitations and written determinations, conducting negotiations, making award recommendations, and administering contracts.

*Sec. 1-3(8). "Contractor" or "Consultant"* means any person who has a procurement contract with the Fire Authority.

*Sec. 1-3(9). "Days"*, unless otherwise specified, means calendar days and shall be computed by excluding the first day and including the last working day, unless the last day is a holiday, and then it is also excluded.

*Sec. 1-3(10). "Department"* means the Purchasing Section of the Business Services Department.

*Sec. 1-3(11). "Designee"* means a duly authorized representative of the Chief Procurement Officer, designated by the Chief Procurement Officer.

*Sec. 1-3(12). "Disposal of material"* means sale of surplus property by public auction, including online electronic auction, competitive sealed bidding, small purchase procedures, recycling, or other appropriate method designated by this code.

*Sec. 1-3(13). "Electronic"* means electrical, digital, magnetic, optical, electromagnetic, or any other

similar technology.

*Sec. 1-3(14). "Emergency"* means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

*Sec. 1-3(15). "Executive Committee"* means the Executive Committee of the Orange County Fire Authority Board of Directors.

*Sec. 1-3(16). "Fire Authority"* means the Orange County Fire Authority.

*Sec. 1-3(17). "Grant"* means the furnishing of assistance, whether financial or otherwise, to any person to support a program authorized by law. Grant does not include an agreement whose primary purpose is to procure a specific end product, whether in the form of materials, services or construction. A contract resulting from such an agreement is not a grant but a procurement contract.

*Sec. 1-3(18). "Materials"* means all property, including but not limited to, equipment, supplies, printing, insurance and buildings but does not include land, a permanent interest in land or leases of real property.

*Sec. 1-3(19). "Person"* means any corporation, consultant, business, individual, union, committee, club, other organization or group of individuals.

*Sec. 1-3(20). "Procurement"* means buying, purchasing, renting, leasing, or otherwise acquiring any materials, services, or construction. Procurement also includes all functions that pertain to the acquisition of any material, service, or construction including but not limited to, description of requirements, selection and solicitation of sources, preparation, negotiation and, award of contract, and all phases of contract administration.

*Sec. 1-3(21). "Professional service"* means a unique, technical function performed by an independent contractor or firm qualified by education, experience, and/or technical ability to provide services and may include consulting, marketing analysis, banking services, auditing, software development/design, and editing services.

*Sec. 1-3(22). "Public notice"* means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods may include electronic mailing lists and a website maintained for that purpose.

*Sec. 1-3(23). "Services"* means the furnishing of labor, time or effort by a contractor, consultant, subcontractor or sub-consultant which does not involve the delivery of a specific end product other than required design documents or reports and performance. Services do not include employment agreements or collective bargaining agreements. The definition of services includes, but is not limited to: consulting, personal, professional, legal counsel, auditing, technical, professional design and construction services.

*Sec. 1-3(24). "Sole Source"* means a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions.

*Sec. 1-3(25). "Subcontractor or subconsultant"* means a person who contracts to perform work or render service to a contractor or consultant as defined by this section or to another subcontractor or subconsultant as a part of a contract with the Fire Authority.

*Sec. 1-3(26). "Written or in writing" means the product of any method for forming characters on paper or other material or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.*

*Sec. 1-3(27). "Using department" means any organizational unit of the Fire Authority, which utilizes any materials, services or construction procured under this code.*

**Sec. 1-4. Supplementary general principles of law applicable.**

Unless displaced by the particular provisions of this code, the principles of law and equity, including the uniform commercial code of this state, the common law of contracts as applied in this state and law relative to agency, fraud, misrepresentation, duress, coercion and mistake supplement the provisions of this code.

**Sec. 1-5. Requirement of good faith.**

This code requires all parties involved in the negotiation, performance, or administration of Fire Authority contracts to act in good faith.

**Sec. 1-6. Confidential information.**

All bids, proposals, offers, specifications, or protests submitted to the Fire Authority are subject to public inspection and disclosure under the California Public Records Act (Government Code Section 6250 et seq.). If a person believes that any portion of its bid, proposal, offer, specifications or protest is exempt from public disclosure, such portion may be marked "confidential." Except as required by law or court order, the Fire Authority will use reasonable means to ensure that such confidential information is safeguarded.

**Secs. 1-7--1-10. Reserved.**

## **ARTICLE II. CHIEF PROCUREMENT OFFICER AUTHORITY**

**Sec. 1-11. Authority of the Chief Procurement Officer.**

*Sec. 1-11(1).* Except as otherwise provided in this code, the Chief Procurement Officer may adopt operational procedures consistent with this code governing the procurement and management of all materials, services, and construction to be procured by the Fire Authority and the disposal of materials.

*Sec. 1-11(2).* The Chief Procurement Officer shall serve as the central procurement and contracting authority of the Fire Authority.

*Sec. 1-11(3).* Except as otherwise provided in this code, the Chief Procurement Officer shall:

- (a) Procure or supervise the procurement of all materials, services and construction needed by the Fire Authority and establish the methods and procedures necessary for the proper, efficient, and economical functioning of the procurement program.
- (b) Establish guidelines for the management of all inventories of materials belonging to the Fire Authority.
- (c) Sell, trade or otherwise dispose of surplus materials belonging to the Fire Authority in accordance with the provisions of Section 1-69.
- (d) Prepare, issue, revise, maintain, and monitor the use of specifications for materials, services and construction required by the Fire Authority.

(e) Manage the Fire Authority's procurement card (pCard) program.

(f) Furnish the Board of Directors with such reports and information as the Board may require.

*Sec. 1-11(4).* The Chief Procurement Officer may delegate procurement authority to designees or to any using department or official of the Fire Authority.

*Sec. 1-11(5).* The Chief Procurement Officer may determine in writing that noncompliance with any provision of this code is not substantial and may allow for correction or may waive minor informalities or irregularities. The basis for the decision shall be included in the determination.

*Sec. 1-11(6).* The Chief Procurement Officer, in accordance with this code, shall have the authority to award contracts not exceeding the amount defined under management authority in the Roles and Responsibilities Matrix. Contracts exceeding management authority shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or the Board of Directors.

*Sec. 1-11(7).* Except in cases of emergency, pursuant to Section 1-22, or where the Board of Directors or the Executive Committee has retained authority, no purchase of services, supplies and equipment by any person other than the Chief Procurement Officer or designee shall be binding upon the Fire Authority or constitute lawful charge against Fire Authority funds.

**Sec. 1-12. Written determinations.**

Written determinations required by this code shall be retained in the department.

**Secs. 1-13, 1-14. Reserved.**

## **ARTICLE III. SOURCE SELECTION AND CONTRACT FORMATION**

**Sec. 1-15. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-15(1). "Best value"* means a method in the competitive sealed proposal process which permits the evaluation of criteria to determine the best overall value to the Fire Authority.

*Sec. 1-15(2). "Discussions"* means communication with an offeror, bidder or respondent for the purpose of:

- (a) Eliminating minor irregularities, informalities, or apparent clerical mistakes in the offer or response;
- (b) Clarifying any offer or response to assure full understanding of, and responsiveness to, solicitation requirements;
- (c) Resolving minor variations in contract terms and conditions; or
- (d) Establishing the competency or financial stability of any offeror, bidder or respondent.

*Sec. 1-15(3). "Invitation for bid"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting bids in accordance with the procedures prescribed in Section 1-17.



*Sec. 1-15(4). "Minor informalities or irregularities"* means mistakes, or non-judgmental errors, that have negligible effect on price, quantity, quality, delivery, or other contractual terms whereby the waiver or correction of such mistakes does not prejudice other bidders, offerors or respondents.

*Sec. 1-15(5). "Negotiations"* means an exchange of information or any form of cooperation during which the offeror and the Fire Authority may alter or otherwise change the conditions, terms, and price, unless prohibited, of the proposed contract.

*Sec. 1-15(6). "Registered supplier"* means a supplier, vendor, or contractor that that has registered as an interested party to do business with the Fire Authority.

*Sec. 1-15(7). "Request for proposals"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting proposals in accordance with procedures prescribed in Section 1-18.

*Sec. 1-15(8). "Request for qualifications"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting responses from qualified respondents in accordance with Article V.

*Sec. 1-15(9). "Responsible bidder, offeror, or respondent"* means a person who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the procurement contract.

*Sec. 1-15(10). "Responsive bidder"* means a person who submits a bid which conforms in all material respects to a solicitation.

*Sec. 1-15(11). "Solicitation"* means an invitation for bids, a request for technical proposals, a request for proposals, a request for qualifications, a request for quotations, or any other invitation or request by which the Fire Authority invites a person to participate in a procurement.

#### **Sec. 1-16. Methods of source selection.**

All contracts of the Fire Authority shall be awarded by one of the methods of source selection specified in this code.

#### **Sec. 1-17. Competitive sealed bidding.**

*Sec. 1-17(1). Invitation for bids.*

- (a) Competitive sealed bids shall be solicited through an invitation for bids. The invitation for bids shall include specifications and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.
- (b) A prequalification process may be conducted prior to the issuance of an invitation for bids in order to establish a list of qualified bidders. In the event a prequalification process is used, the contract officer shall only consider bids that are submitted from prequalified bidders.

*Sec. 1-17(2). Public notice.* Notice of the invitation for bids shall be electronically posted and the invitation for bids shall be available for public inspection not less than fourteen (14) days prior to the date set forth therein for the opening of bids. A shorter time may be deemed necessary for a particular procurement as determined in writing by the Chief Procurement Officer. The public notice shall state the place, date, and time of bid opening.

*Sec. 1-17(3). Pre-bid conference.* The Chief Procurement Officer may conduct a pre-bid conference. If a pre-bid conference is conducted, it shall be not less than seven days before the bid due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-17(4). Solicitation amendment.* The Chief Procurement Officer shall issue a solicitation amendment to do any or all of the following:

- (a) Make a correction in the solicitation;
- (b) Correct defects or ambiguities;
- (c) Provide additional information or instructions; or
- (d) Extend the offer due date and time if the Chief Procurement Officer determines that an extension is in the best interest of the Fire Authority.

If a solicitation is changed by a solicitation amendment, the Chief Procurement Officer shall post the amendment electronically and notify registered suppliers. It is the responsibility of the offeror to obtain any solicitation amendments and acknowledge receipt of amendment as specified in the solicitation amendment.

*Sec. 1-17(5). Late bids.* A bid is late if it is received at the location designated in the invitation for bids after the time and date set for bid opening. A late bid shall be rejected. Bidders submitting bids that are rejected as late shall be so notified.

*Sec. 1-17(6). Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. A secure web-based system or other appropriate media may be used in lieu of public bid opening, provided that the accuracy, confidentiality, and reliability is maintained. The name of each bidder and the amount of each bid, as well as other relevant information as the Chief Procurement Officer deems appropriate shall be recorded. Unless otherwise determined by the Chief Procurement Officer, this record shall be open to public inspection. In the event no attendees are present for bid opening, the sealed bids shall be opened by the department and a "bid" or "no bid" may be recorded on the tabulation. The bids shall not be available for public inspection until after a contract is awarded. After a notice of intent to award is issued or, in the absence of a notice of intent to award, after final execution of the contract, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-17(7). Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this code. Bids shall be evaluated based on the requirements set forth in the invitations for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids.

*Sec. 1-17(8). Correction or withdrawal of bids; cancellation of awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received by the department prior to the time set for bid opening.

Mistakes discovered after bid opening may be modified or withdrawn only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the

nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other bid provisions prejudicial to the interest of the Fire Authority or fair competition shall be permitted. In lieu of bid correction, a bidder alleging a mistake may be permitted to withdraw its bid if:

- (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Chief Procurement Officer.

*Sec. 1-17(9). Contract award.*

- (a) *General.* The contract shall be awarded by appropriate notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to requirements and criteria set forth in the invitation for bids.
- (b) *Public record.* After the Fire Authority issues a notice of intent to award, or in the absence of a notice of intent to award upon final contract execution, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.
- (c) *Encumbrance of funds.* Except in cases of emergency, or in cases where specific authority has been first obtained from the Fire Chief, the Chief Procurement Officer shall not issue any purchase orders for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which said purchase is to be charged. All purchases, regardless of encumbrances, shall be made in conformance with the policies established by this code.
- (d) *Procurement of recycled material.* Recycled products shall be used whenever practicable when they are of comparable quality, of equivalent price and appropriate for the intended use. Recycled products shall be procured in accordance with Public Contract Code, Section 22150, et seq.

*Sec. 1-17(10). Low tie bids.* If there are two (2) or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria and that meet all the requirements and criteria set forth in the invitation for bids, award may be made by random selection in a manner prescribed by the Chief Procurement Officer.

**Sec. 1-18. Competitive sealed proposals.**

*Sec. 1-18(1). Request for proposals.*

- (a) Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall include a scope of work and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.
- (b) A prequalification process may be conducted prior to the issuance of a request for proposals in order to establish a list of qualified offerors. In the event a prequalification process is used, the contract officer shall only consider proposals that are submitted from prequalified offerors.

*Sec. 1-18(2). Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 1-17(2).

*Sec. 1-18(3). Pre-proposal conference.* The Chief Procurement Officer may conduct a pre-proposal conference. If a pre-proposal conference is conducted, it shall be not less than seven days before the offer due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-18(4). Solicitation amendment.* Solicitation amendments shall be handled in the same manner as provided in Section 1-17(4).

*Sec. 1-18(5). Late proposals.* A proposal is late if it is received at the location designated in the request for proposals after the time and date set for receipt of proposals. Late proposals shall be rejected in accordance with Section 1-17(5).

*Sec. 1-18(6). Receipt of proposals.* Proposals shall not be opened publicly. No proposals shall be handled as to permit disclosure of the contents of any proposal to competing offerors. Proposals shall be open for public inspection after final execution of the contract, except to the extent that the withholding of information is permitted or required by law. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-18(7). Evaluation of proposals.*

- (a) *Evaluation criteria.* The request for proposals shall state the criteria to be used in the evaluation of the proposals and shall include their relative importance. Specific numerical weighting is not required.
- (b) *Selection committee.* The Chief Procurement Officer shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No other factors or criteria may be used in the evaluation.

*Sec. 1-18(8). Discussion with offerors.* Discussions may be conducted with offerors.

*Sec. 1-18(9). Negotiations with offerors and revisions to proposals.* Negotiations may be conducted with offerors. 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.

- (a) *Concurrent negotiations.* Negotiations may be conducted concurrently with offerors for the purpose of determining source selection and/or contract award.
- (b) *Exclusive negotiations.* Exclusive negotiations may be conducted with the offeror whose proposal is determined in the source selection process to be most advantageous to the Fire Authority. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the Fire Authority may enter into exclusive negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

*Sec. 1-18(10). Contract award.* Contract award shall be made by the Chief Procurement Officer to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Fire

Authority taking into consideration the evaluation criteria set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

#### **Sec. 1-19. Contracting for legal counsel.**

*Sec. 1-19(1). Authority.* For the purpose of procuring the services of legal counsel, as defined by the laws of the state, contracts for the services of legal counsel shall be awarded with the authorization of the Board of Directors or the Executive Committee except as otherwise provided by law.

*Sec. 1-19(2). Conditions for use.* Unless determined by the Board of Directors or the Executive Committee that direct selection is in the best interest of the Fire Authority, the services of legal counsel shall be procured in accordance with this code.

#### **Sec. 1-20. Small purchases.**

*Sec. 1-20(1). General.* Any contract for the purchase of supplies, equipment and services (including maintenance) not exceeding fifty thousand dollars (\$50,000.00) may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

*Sec. 1-20(2). Small purchases over ten thousand dollars (\$10,000.00).* Insofar as it is practical for small purchases in excess of ten thousand dollars (\$10,000.00) but less than fifty thousand dollars (\$50,000.00), no less than three (3) businesses shall be solicited to submit quotations. Award shall be made to the responsible bidder submitting the quotation which is most advantageous to the Fire Authority and conforms in all material respects to the solicitation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be maintained as a public record. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest of the Fire Authority to do so.

*Sec. 1-20(3). Small purchases less than ten thousand dollars (\$10,000.00).* The Chief Procurement Officer shall adopt operational procedures for making small purchases of ten thousand dollars (\$10,000.00) or less.

#### **Sec. 1-21. Sole source procurement.**

*Sec. 1-21(1). General Sole Source – Only One Source Exists.* Notwithstanding any other provisions of this code, a contract may be awarded without competition when the Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service, or construction item. This section is not applicable to the procurement of construction services (Section 1-50). The using department requesting a sole source procurement shall provide written evidence to support a sole source determination. The Chief Procurement Officer may require that negotiations are conducted as to price, delivery, and terms. The Chief Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or Board of Directors. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a public record.

*Sec. 1-21(2). With Justification.* In addition to the authority for sole source procurement in section 1-



21 above, the Executive Committee or the Board of Directors may authorize sole source procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance), when the Executive Committee or the Board of Directors determines that, due to one or more of the unusual or special circumstances outlined below, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services):

- (a) *Continuity of Service.* It would not be feasible or advisable to change the current provider (i.e. operational inefficiency);
- (b) *Time is of the Essence.* Timing to obtain needed supplies, equipment or services would not allow for a solicitation process (non-emergency procurements);
- (c) *Significant Cost Savings Factor.* It would be financially prudent to not issue a solicitation and/or change the current provider (i.e. cost prohibitive); or
- (d) *Organizational Need.* A specific provider will provide a significant benefit and satisfy an organizational need (i.e. added value to the organization) that cannot be secured from other providers.

This section is not applicable to the procurement of construction services (Section 1-50). The using department requesting the sole source with justification procurement shall provide written evidence to support the procurement determination. Any sole source with justification procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the sole source with justification procurement and for the selection of the particular provider shall be provided to the Executive Committee or Board of Directors prior to authorization of the procurement and shall be maintained as public record. The determination and the award shall be made by the Executive Committee or the Board of Directors in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and is in the public interest.

#### **Sec. 1-22. Emergency procurements.**

Notwithstanding any other provisions of this code, the Fire Chief may make or authorize others to make emergency procurements of materials, services, or construction when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with Sections 1-17, 1-18, 1-49, or 1-50 contrary to the public interest; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The using department requesting an emergency procurement shall provide written evidence to support an emergency determination. An emergency procurement shall be limited to those materials, services, or construction necessary to satisfy the emergency need. Emergency procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Chair or Vice Chair of the Board of Directors. A written determination of the basis for the emergency and for the selection of the particular contractor shall be maintained as a public record.

#### **Sec. 1-23. ~~Special procurements~~Reserved.**

~~Notwithstanding any other provisions of this code, the Executive Committee or the Board of Directors may authorize procurements above the small purchase amount specified in Section 1-20 for supplies, equipment~~

~~or services (including maintenance) when, due to unusual or special circumstances, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services). This is not applicable to the procurement of construction services (Section 1-50). The using department requesting a special procurement shall provide written evidence to support a special procurement determination. Any special procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the special procurement and for the selection of the particular contractor shall be maintained as public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and a wise exercise of discretion and is in the public interest.~~

#### **Sec. 1-24. Cancellation of solicitations.**

*Sec. 1-24(1). Cancellation of solicitations.* An invitation for bids, a request for proposals, a request for qualifications, or other solicitation may be cancelled, or any or all bids, proposals or statements of qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the Fire Authority.

*Sec. 1-24(2). Prior to opening.*

- (a) As used in this section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications or receipt of proposals in competitive sealed proposals.
- (b) Prior to opening, a solicitation may be cancelled in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services, or construction;
  - ii. The Fire Authority no longer can reasonably expect to fund the procurement; or
  - iii. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is in the best interest of the Fire Authority.
- (c) When a solicitation is cancelled prior to opening, notice of cancellation shall be publicly posted.
- (d) The notice of cancellation shall:
  - i. Identify the solicitation;
  - ii. Briefly explain the reason for cancellation; and
  - iii. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services, or construction.

*Sec. 1-24(3). After opening.*

- (a) After opening but prior to award, all bids, proposals or statements of qualifications may be rejected in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services or construction;

- ii. Ambiguous or otherwise inadequate specifications or scopes of work were part of the solicitation;
  - iii. The solicitation did not provide for consideration of all factors of significance to the Fire Authority;
  - iv. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
  - v. All otherwise acceptable bids, statements of qualifications or proposals received are at clearly unreasonable prices;
  - vi. There is reason to believe that the bids, statements of qualifications or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or
  - vii. Competition was insufficient.
- (b) A notice of rejection shall be sent to all persons that submitted bids, statements of qualifications or proposals, and it shall conform to subsection 1-24(2) (d) of this section.
- (c) If all bids, proposals or request for qualifications are rejected, all bids, proposals or statements received shall remain, to the extent possible, confidential.

*Sec. 1-24(4). Documentation.* The reasons for cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

#### **Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications.**

- (a) A bid may be rejected if:
- i. The bidder is determined to be non-responsible pursuant to Section 1-26;
  - ii. The bid is nonresponsive in accordance with Section 1-17; or
  - iii. It is otherwise not advantageous to the Fire Authority.
- (b) A proposal, statement of qualifications, or quotation may be rejected if:
- i. The person responding to the solicitation is determined to be non-responsible pursuant to Section 1-26; or
  - ii. The proposal is incomplete, nonresponsive to solicitation requirements; or
  - iii. The proposed price exceeds available funds or is unreasonable; or
  - iv. It is otherwise not advantageous to the Fire Authority.
- (c) The reasons for rejection shall be made a part of the procurement file and shall be available for public inspection.

#### **Sec. 1-26. Responsibility of bidders, offerors and respondents.**

*Sec. 1-26(1). Findings of non-responsibility.* If a bidder, offeror or respondent who otherwise would have been awarded a contract is found non-responsible, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the contract officer. The unreasonable failure of a bidder, offeror or respondent to promptly supply information in connection with an inquiry with respect

to responsibility may be grounds for a finding of non-responsibility with respect to such bidder or offeror. The written finding shall be made part of the contract file and be made a public record.

*Sec. 1-26(2). Right of nondisclosure.* Except as required by law or court order, confidential information furnished by a bidder, offeror or respondent pursuant to this section shall not be disclosed by the Fire Authority outside of the agency, or using department, without prior written consent by the bidder, offeror or respondent.

*Sec. 1-26(3). Factors.* Factors to be considered in determining if a prospective contractor is responsible include:

- (a) The proposed contractor's financial, physical, personnel or other resources, including subcontracts;
- (b) The proposed contractor's record of performance and integrity;
- (c) Whether the proposed contractor is qualified legally to contract with the Fire Authority; and
- (d) Whether the proposed contractor supplied all necessary information concerning its responsibility.

*Sec. 1-26(4). Responsibility criteria.* The contract officer may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation.

**Sec. 1-27. Bid and contract security, material or service contracts.**

The Chief Procurement Officer may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Chief Procurement Officer shall consider the nature of the performance and the need for future protection to the Fire Authority. The requirement for security must be included in the invitation for bids or request for proposals. Failure to submit security in the amount and type of security required may result in the rejection of the bid or proposal.

**Sec. 1-28. Types of contracts.**

Subject to the limitations of this code, any type of contract which will promote the best interests of the Fire Authority may be used.

**Sec. 1-29. Approval of accounting system.**

The Chief Procurement Officer may require that the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles prior to award of a contract.

**Sec. 1-30. Multi-year contracts.**

Unless otherwise provided by law, a contract for materials, services or construction may be entered into for any period of time deemed to be in the best interest of the Fire Authority, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

**Sec. 1-31. Right to inspect.**

The Fire Authority may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or sub-consultant that is related to the performance of any contract awarded or to be awarded by the Fire Authority.

### **Sec. 1-32. Right to audit records.**

*Sec. 1-32(1).* The Fire Authority may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data as provided in Article VII of this code to the extent that the books and records relate to the cost or pricing data. Any person who is awarded a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless otherwise specified in the contract.

*Sec. 1-32(2).* The Fire Authority is entitled to audit the books and records of a contractor, consultant or any subcontractor or sub-consultant under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contractor or consultant, and by the subcontractor or sub-consultant for a period of three (3) years from the date of final payment under the subcontract, unless otherwise specified in the contract.

### **Sec. 1-33. Reporting of anticompetitive practices.**

If for any reason collusion or other anticompetitive practices are suspected among any bidders, offerors or respondents a notice of the relevant facts shall be transmitted to the Chief Procurement Officer. This section does not require a law enforcement agency conducting an investigation into such practices to convey such notice to the Chief Procurement Officer.

### **Sec. 1-34. Prospective vendors lists.**

*Sec. 1-35(1).* The Chief Procurement Officer shall maintain a prospective vendors list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a Fire Authority contract.

*Sec. 1-35(2).* Persons desiring to be included on the prospective vendors list may register with the department electronically. The department may remove a person from the prospective vendors list if it is determined that inclusion is not advantageous to the Fire Authority.

*Sec. 1-35(3).* It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

### **Sec. 1-35. Contract form and execution.**

All contracts entered into under this code not exceeding the amount established by Section 1-11(6) shall be executed in the name of the Fire Authority by the Chief Procurement Officer. Contracts entered into under this code exceeding the amount established by Section 1-11(6) approved by the Executive Committee shall be executed by the Fire Chief, approved as to form by the General Counsel to the Fire Authority and countersigned by the Clerk of the Authority.

### **Sec. 1-36. Assignment of rights and duties.**

The Chief Procurement Officer shall have the rights and duties of the Fire Authority to contract for the purchase of all services, supplies, equipment and other personal property required by the Fire Authority in accordance with the code and all policies and procedures adopted by the Board of Directors, and administrative procedures approved by the Fire Chief, or as otherwise provided by law. Except in cases where the Board of Directors or the Executive Committee has retained authority, the purchase of services, supplies and equipment are not transferable or otherwise assignable without the written consent of the Chief Procurement Officer.

### **Sec. 1-37--1-40. Reserved.**



## ARTICLE IV. SPECIFICATIONS

### **Sec. 1-41. Definition.**

As used in this article, "specification" is used interchangeably with "scope", "scope of services", or "scope of work" and means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service, or construction item for delivery.

### **Sec. 1-42. Maximum practicable competition.**

*Sec. 1-42(1).* All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the Fire Authority's needs and shall not be unduly restrictive.

*Sec. 1-42(2).* To the extent practicable and unless otherwise permitted by this code, all specifications shall describe the Fire Authority's requirements in a manner that does not unnecessarily exclude a material, service, or construction item.

*Sec. 1-42(3).* Restrictive specifications shall not be used unless such specifications are required and it is not practicable or advantageous to use a less restrictive specification. The using department requesting a restrictive specification shall provide written evidence to support the restrictive specification. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of restrictive specifications.

*Sec. 1-42(4).* To the extent practicable, the Fire Authority shall use accepted commercial specifications and shall procure standard commercial materials.

### **Sec. 1-43. Specifications prepared by other than Fire Authority personnel.**

The requirements of this code regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared other than by Fire Authority personnel, including, but not limited to, those prepared by architects, engineers, designers, and consultants for public contracts, or subcontractors. No person preparing specifications shall receive any direct or indirect benefit from the utilization of such specifications.

### **Sec. 1-44. Brand name or equal specification.**

A brand name or equal specification may be used to describe the standards of quality, performance, and other characteristics needed to meet the requirements of a solicitation, and which invites offers for equivalent products from a manufacturer.

### **Sec. 1-45. Brand name specification.**

A brand name specification may be used to identify the sole acceptable item that meets the Fire Authority's needs. The using department requesting a brand name specification shall provide written evidence to support a brand name determination. A written determination by the Chief Procurement Officer of the basis for the brand name shall be maintained as public record. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of a brand name specification.

### **Sec. 1-46. Reserved.**

## ARTICLE V. PROCUREMENT OF PUBLIC WORKS PROJECTS AND PROFESSIONAL DESIGN SERVICES

### **Sec. 1-47. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-47(1). "Capital improvement"* means an outlay of funds for the acquisition or improvement of real property, which extends the life or increases the productivity of the real property.

*Sec. 1-47 (2). "Contractor"* shall mean any corporation, partnership, individual, sole proprietorship, joint venture or other legal entity which enters into a contract to sell commodities, services, or construction services to the Fire Authority.

*Sec. 1-47(4). "Construction project management"* means those services provided by a licensed architect, registered engineer, or licensed general contractor.

*Sec. 1-47(5). "Construction services"* means either of the following for construction- manager-at-risk, and design-build project delivery methods:

- (a) Construction, excluding services, through the construction-manager-at-risk project delivery methods.
- (b) A combination of construction and, as elected by the Fire Authority, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definitions of construction-manager-at-risk, and design-build in this section.

*Sec. 1-47(6). "Construction-manager-at-risk"* means a project delivery method in which:

- (a) There is a separate contract for design services and a separate contract for construction services.
- (b) The contract for construction services may be entered into at the same time as the contract for design services or at a later time.
- (c) Design and construction of the project may be in sequential phases or concurrent phases.
- (d) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(7). "Cost"* means the aggregate cost of all materials and services, including labor performed by force account.

*Sec. 1-47(8). "Design-bid-build"* means a project delivery method in which:

- (a) There is a sequential award of two (2) separate contracts.
- (b) The first contract is for design services.
- (c) The second contract is for construction.
- (d) Design and construction of the project are in sequential phases.

- (e) Finance services, maintenance services and operations services are not included.

*Sec. 1-47(9). "Design-build" means a project delivery method in which:*

- (a) There is a single contract for design services and construction services.
- (b) Design and construction of the project may be in sequential phases or concurrent phases.
- (c) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(10). "Design professional" means an architect or engineer, or both, duly licensed for professional practice, who may be employed by an owner for the purpose of designing a project.*

*Sec. 1-47(11). "Emergency for Public Projects" shall have the meaning provided in Public Contract Code Sections 22035 and 22050.*

*Sec. 1-47(12). "Facility" means any plant, building, structure, ground facility, real property, street, highway or other public work improvement.*

*Sec. 1-47(13). "Firm" means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.*

*Sec. 1-47(14). "Finance services" means financing for a construction services project.*

*Sec. 1-47(15). "Force account" means work performed on public projects by the Fire Authority's regularly employed personnel.*

*Sec. 1-47(16). "Maintenance work" shall have the meaning provided in Public Contract Code Section 22002(d), as that section may be amended from time to time, and shall include the following:*

- (a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- (b) Minor repainting.
- (c) Resurfacing of streets and highways at less than one inch.
- (d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

*Sec. 1-47(17). "Preconstruction services" means advice during the design phase.*

*Sec. 1-47(18). "Professional design services" means architect services, engineering services, geologist services, landscape architect services, and land surveying service or any combination of those services that are legally required to be accomplished, reviewed, and approved by professionals registered to practice in the pertaining discipline in the State of California.*

*Sec. 1-47(19). "Professional engineer" refers to a person engaged in the professional practice of rendering service or creative work requiring education, training and experience in engineering sciences and the application of special knowledge of the mathematical, physical and engineering sciences in such professional or creative work as consultation, investigation, evaluation, planning or*

design of public or private utilities, structures, machines processes, circuits, buildings, equipment or projects, and supervision of construction for the purpose of securing compliance with specifications and design for any such work.

*Sec. 1-47(20).* “*Public project*” shall have the meaning provided in Public Contract Code Section 22002(c), as that section may be amended from time to time, and shall include the following:

- (a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (b) Painting or repainting of any publicly owned, leased, or operated facility.
- (c) “*Public project*” does not include maintenance work.

*Sec. 1-47(21).* “*Public works contract*” means an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

*Sec. 1-47(22).* “*Solicitation*” shall mean an invitation for bids, request for quotations, request for qualifications, or request for proposals issued by the Fire Authority for the purpose of requesting bids, quotes or proposals to perform a contract.

*Sec. 1-47(23)* “*Uniform Public Construction Cost Accounting Act*” is an alternative method for public project work performed or contracted by public entities in California as defined by Public Contract Code Section 22000 et seq. The Fire Authority adopted the alternative informal bidding procedures on February 22, 1996 establishing informal bidding procedures for public works.

## **Sec. 1-48 Procurement of public projects.**

*Sec. 1-48(1).* Procurement of public projects, in accordance with the limits listed in Section 22302 of the Public Contract Code, as those limits may be amended from time to time, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest of the Fire Authority.

*Sec. 1-48(2).* Contracts for construction shall be solicited through a competitive sealed bid process except as otherwise provided for in Sections 1-52 (procurement of construction services), 1-20 (small purchases), 1-21 (sole source procurement), and 1-22 (emergency procurements). The Chief Procurement Officer shall award contracts for public projects in accordance with the requirements of Public Contract Code Section 22000 et seq. and this code.

*Sec. 1-48(3).* *Force Account and informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(a), as amended from time to time, may be performed by the employees of the Fire Authority, by negotiated contract, or by purchase order.

*Sec. 1-48(4).* *Informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(b), as amended from time to time, may be let to contract by informal bidding procedures as set forth in Section 1-49(1).

*Sec. 1-48(5).* *Formal bidding procedures.* Public projects exceeding the amount set forth in Public

Contract Code Section 22032(c), as may be amended from time to time, shall be let to contract by formal bidding procedures as set forth in Section 1-50.

*Sec. 1-48(6) Payment bond.* In accordance with the Civil Code Section 9550 et seq. all public works bids involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall require a payment bond in an amount not less than 100 percent of the total amount payable pursuant to the public works contract.

#### **Sec. 1-49. Public project informal bidding procedures.**

*Sec. 1-49(1).* Public projects which are subject to the informal bidding procedures as set forth in Section 1-48, shall be awarded to the lowest responsible bidder in accordance with the Public Contract Code Section 22000 et seq.

*Sec. 1-49(2). Contractors list.* The Fire Authority shall maintain a list of qualified contractors, identified according to categories of work. The development and maintenance of the list shall be in accordance with the provisions in the Public Contract Code Section 22034 and criteria established from time to time by the California Uniform Construction Cost Accounting Commission.

*Sec. 1-49(3). Notice inviting informal bids.* All contractors on the list of qualified contractors for the category of work to be bid or all construction trade journals as specified in the Public Contract Code Section 22036, or both, shall be sent a notice inviting informal bids unless the product or service delivery is proprietary. Additional contractors and/or construction trade journals may be notified at the discretion of the Chief Procurement Officer. If there is no list of qualified contractors maintained by the Fire Authority for the particular category of work to be performed, the notice shall be sent to the construction trade journals specified by the Commission.

*Sec. 1-49(4). Sending notices and descriptions of project.* All sending of notices to contractors and construction trade journals pursuant to Section 1-49(3) shall be completed not fewer than ten calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

*Sec. 1-49(5). Award of informal bids.* The Chief Procurement Officer is authorized to award informal bids for public projects.

*Sec. 1-49(6). Bids in excess of the formal bid limit.* If all bids received are in excess of the amount set forth in Public Contract Code Section 22032(b), as may be amended from time to time, the Board of Directors may by passage of a resolution by a four-fifths vote, award the contract, to the lowest responsible bidder, if it determines the cost estimate was reasonable and the contract amount will not exceed the amount set forth in Public Contract Code Section 22034(d), as may be amended from time to time.

#### **Sec. 1-50. Public project formal bidding procedures.**

*Sec. 1-50(1).* Public projects which are subject to formal bidding procedures, shall be awarded to the lowest responsive and responsible bidder in accordance with the procedures set forth in this section.

*Sec. 1-50(2). Notice inviting formal bids.* The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days before the date of opening the bids, in a newspaper of



general circulation within the jurisdiction of the Fire Authority. The notice inviting formal bids shall also be sent electronically to all construction trade journals specified for the County of Orange in the Public Contract Code Section 22036 at least fifteen (15) calendar days before the date of bid opening. In addition to notice required by this section, the Fire Authority may give other notice as it deems proper.

*Sec. 1-50(3). Adopt plans.* The Board of Directors of the Fire Authority shall adopt plans, specifications, and working details for all public projects as required by Public Contract Code 22039, exceeding the amount specified in the Public Contract Code Section 22032(c).

*Sec. 1-50(4). Bidder security.* All formal public projects shall require bidder's security as required by state law. Bid security shall be in an amount equal to at least ten percent of the amount bid, or such other amount as may be set forth in Public Contract Code Section 20171, as may be amended from time to time. Any bid bond submitted shall be executed by an admitted surety insurer which meets the rating requirements established by the risk manager or designee, made payable to the Fire Authority.

*Sec. 1-50(5). Prequalification.* The Fire Authority may require bidders to meet certain criteria in order to be placed upon a bidder's list to bid on formal public projects.

*Sec. 1-50(6). Award of formal bids.* The Board of Directors of the Fire Authority shall award all formal public works projects.

**Sec. 1-51. Procurement of professional design services.**

Contracts for professional design services shall be solicited and selected in accordance with Government Code Section 4525 et seq. through a request for qualifications.

**Sec. 1-52. Procurement of construction services.**

Contracts for construction services shall be solicited through a design-bid build or a design-build process in accordance with Public Contract Code Section 22160 et seq. except as otherwise provided for in Section 1-53. The Board of Directors or delegated authority shall award all contracts for construction services in accordance with the state requirements and this code.

**Sec. 1-53. Public project emergencies procedure.**

In cases of emergency, when repair or replacements are necessary to permit the continued conduct of the operation or services of the Fire Authority or to avoid danger to life or property, the Chair or Vice Chair of the Board of Directors, after making a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and, that the action is necessary to respond to the emergency, may by a four-fifths vote, proceed at once to replace or repair any public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. The Fire Chief shall have the power to declare a public emergency when it is impractical to convene a meeting of the Board of Directors, subject to confirmation by the Board, by a four-fifths vote, at its next meeting and reviewed at least at every regularly scheduled meeting thereafter until the action is terminated. This procedure shall be subject to any other requirements of Public Contract Code Sections 22035 and 22050, as may be amended from time to time.

**Sec. 1-54--1-57. Reserved.**

## **ARTICLE VI. CONTRACT TERMS AND CONDITIONS**

**Sec. 1-58. Contract terms and conditions.**

All Fire Authority contracts shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Chief Procurement Officer shall have the authority to establish and modify any such terms and conditions.

**Secs. 1-59--1-61. Reserved.**

## **ARTICLE VII. COST PRINCIPLES**

**Sec. 1-62. Cost principles.**

The Chief Procurement Officer shall establish cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs.

**Sec. 1-63. Cost or pricing data.**

The submission of current cost or pricing data may be required in connection with any award, change order or contract modification.

**Secs. 1-64, 1-65. Reserved.**

## **ARTICLE VIII. MATERIALS MANAGEMENT**

**Sec. 1-66. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-66(1). "Property"* means controlled fixed assets including supplies, materials or equipment with a useful life of more than one (1) year and value greater than \$5,000.

*Sec. 1-66(2). "Property transfer"* means the transfer of controlled fixed assets between using agencies or transfer of property to or from the surplus property program.

*Sec. 1-66(3). "Surplus property"* means property no longer needed by using department for their operations, property in poor or non-working condition, or property that is a by-product (e.g. scrap metal, used tires and oil, etc.).

**Sec. 1-67. Materials management guidelines.**

The Chief Procurement Officer shall establish guidelines as may be required governing:

*Sec. 1-67(1).* The transfer of surplus property and operation of the surplus property program.

*Sec. 1-67(2).* The sale or disposal of surplus property, by auction, competitive sale or other authorized method.

*Sec. 1-67(3).* The trade-in of surplus property for purchase of new equipment.

**Sec. 1-68. Inventory management.**

The Chief Procurement Officer shall manage the Fire Authority service center which provides warehousing services including inventory management, shipping, receiving, storing, issuing and servicing of supplies and inventory for the Fire Authority. The Chief Procurement Officer will establish policies and procedures required for efficient and effective operation of the inventory system including the purchase of inventory, sale or other disposal of inventory items no longer needed, delivery and other services provided to using agencies.

**Sec. 1-69. Disposition of surplus property.**

*Sec. 1-69(1).* The Chief Procurement Officer will operate a surplus property program for the purpose of receiving, storing, transferring, or selling surplus property no longer needed by using agencies.

*Sec. 1-69(2).* Using agencies shall request department authorization to transfer controlled fixed assets to another using department, or to request transfer of property into or from the surplus property program.

*Sec. 1-69(3).* Unless otherwise provided for, surplus property no longer needed by any using department shall be offered through competitive sale to the highest responsible bidder.

*Sec. 1-69(4).* Unless otherwise provided, all proceeds from the sale of surplus property will be deposited into the Fire Authority's general fund. Proceeds from sale of enterprise, federal, grant or other special designation property will be reimbursed, less pro-rated selling expenses, to the appropriate fund, after completion of each sale.

*Sec. 1-69(5).* If surplus property has an estimated value of less than five thousand dollars (\$5,000) and it is proposed that the property may be donated, the Chief Procurement Officer has the authority to determine whether the proposed donation of the surplus property to another local agency or non-profit organization meets the intent of the California Constitution whereby when a public agency gives a surplus item to another organization, the item must be used for a public purpose of interest and benefit generally to the people of the agency's jurisdiction and in keeping with the agency's purpose. Said donations shall require the prior approval of the Fire Chief and a release of liability to the Fire Authority from the agency accepting the donated surplus property. Any request for donation with a fair market value exceeding five thousand dollars (\$5,000) shall require prior approval by the Board of Directors or the Executive Committee.

*Sec. 1-69(6).* If surplus property is deemed to have historical significance by the Fire Chief and or/his designee, the historical property will be transferred and placed in the custody of a designated section manager for safe keeping.

**Secs. 1-70--1-74. Reserved.**

## **ARTICLE IX. LEGAL AND CONTRACTUAL REMEDIES**

### **Sec. 1-75. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-75(1). "Adequate evidence"* means more than mere accusation but less than substantial evidence. Consideration shall be given to the amount of credible information available, reasonableness in view of surrounding circumstances, corroboration, and other inferences that may be drawn from the existence or absence of affirmative facts.

*Sec. 1-75(2). "Contract claim"* means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, payment in a sum certain, adjustment or interpretation of contract terms, or other relief arising under or relating to the contract.

*Sec. 1-75(3). "Filed"* means delivery to the contract officer or to the Chief Procurement Officer, whichever is applicable. A time and date of receipt shall be documented in a verifiable manner for purposes of filing.

*Sec. 1-75(4). "Governing instruments"* means those legal documents that establish the existence of an organization and define its powers including articles of incorporation or association, constitution, charter and by-laws.

*Sec. 1-75(5). "Interested party"* means an actual or prospective bidder, respondent or offeror whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract or by the failure to award a contract. Whether an economic interest exists will depend upon the circumstances of each case. An interested party does not include a supplier, subconsultant or subcontractor to an actual or prospective bidder, respondent or offeror.

*Sec. 1-75(6). "Receipt"* means the earlier of actual receipt or the first attempted delivery by certified mail, or by any other means that provides evidence of the attempt, to the persons last known address.

*Sec. 1-75(7). "Substantial evidence"* means such relevant evidence as a reasonable person might accept as sufficient to support a particular conclusion.

### **Sec. 1-76. Authority of the Chief Procurement Officer.**

The Chief Procurement Officer shall have the authority to settle and resolve protests and contract claims. Appeals from the decisions of the Chief Procurement Officer may be made to the Fire Chief pursuant to the provisions of this article.

### **Sec. 1-77. Right to protest.**

Any actual interested party who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer.

### **Sec. 1-78. Filing of a protest.**

*Sec. 1-78 (1). "Content of protest"*. The protest shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the protestant;

- (b) The signature of the protestant or its representative;
- (c) Identification of the solicitation or contract number;
- (d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) The form of relief requested.

**Sec. 1-79. Time for filing protests.**

*Sec. 1-79(1).* Protests concerning improprieties in a solicitation. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date.

*Sec. 1-79(2).* In cases other than those covered in subsection (1) of this section, protests shall be filed within seven (7) days after the aggrieved person knows or should have known of the facts giving rise thereto; however, in no event shall the protest be filed later than seven (7) days after issuance of intent to award.

*Sec. 1-79(3).* The Chief Procurement Officer, without waiving the Fire Authority's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.

*Sec. 1-79(4).* The Chief Procurement Officer shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right to intervene.

**Sec. 1-80. Stay of procurements during the protest.**

In the event of a timely protest under Section 1-79, the Fire Authority may proceed further with the solicitation or with the award of the contract unless the Chief Procurement Officer makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the Fire Authority.

**Sec. 1-81. Confidential information.**

*Sec. 1-81(1).* Material submitted by a protestant shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to Section 1-6.

*Sec. 1-81(2).* If the protestant believes the protest contains material that should be withheld, a statement advising the Chief Procurement Officer of this fact shall accompany the protest submission in accordance with Section 1-6.

**Sec. 1-82. Decision by the Chief Procurement Officer.**

*Sec. 1-82(1).* The Chief Procurement Officer shall issue a written decision within fourteen (14) days after a protest has been filed pursuant to Section 1-78. The decision shall contain an explanation of the basis of the decision.

*Sec. 1-82(2).* The Chief Procurement Officer shall furnish a copy of the decision to the protestant, by e-mail and/or certified mail, return receipt requested, or by any other method that provides evidence of receipt.



*Sec. 1-82(3).* The time limit for decisions set forth in subsection (1) of this section may be extended by the Fire Chief for a reasonable time not to exceed thirty (30) days. The Chief Procurement Officer shall notify the protestant in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

*Sec. 1-82(4).* If the Chief Procurement Officer fails to issue a decision within the time limits set forth in subsection (1) or (3) of this section, the protestant may proceed as if the Chief Procurement Officer had issued an adverse decision.

*Sec. 1-82(5).* The Chief Procurement Officer's decision shall contain a statement regarding the appeals process that is available pursuant to this article.

### **Sec. 1-83. Remedies.**

*Sec. 1-83(1).* If the Chief Procurement Officer sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award, or contract award does not comply with the procurement code, the Chief Procurement Officer shall implement an appropriate remedy.

*Sec. 1-83(2).* In determining an appropriate remedy, the Chief Procurement Officer shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to:

- (a) The seriousness of the procurement deficiency;
- (b) The degree of prejudice to other interested parties or to the integrity of the procurement process;
- (c) The good faith of the parties;
- (d) The extent of performance;
- (e) Costs to the Fire Authority;
- (f) The urgency of the procurement; and
- (g) The impact of the relief on the using department's mission.

*Sec. 1-83(3).* An appropriate remedy may include one or more of the following:

- (a) Reject all bids, responses or proposals;
- (b) Terminate the contract;
- (c) Reissue the solicitation;
- (d) Issue a new solicitation;
- (e) Award a contract consistent with the procurement code;
- (f) Such other relief as is determined necessary to ensure compliance with the General Law and this code.

### **Sec. 1-84. Appeals to the Fire Chief.**

*Sec. 1-84(1). Appeal.* An appeal from a decision entered or deemed to be entered by the Chief

Procurement Officer shall be filed with the Fire Chief within seven (7) days from the date the decision is issued. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-84(2). Content of appeal.* The appeal shall contain:

- (a) The information set forth in Section 1-78, including the identification of confidential information in the manner set forth in Section 1-81;
- (b) A copy of the decision of the Chief Procurement Officer; and
- (c) The precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

#### **Sec. 1-85. Notice of appeal.**

*Sec. 1-85(1).* The Fire Chief shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings.

*Sec. 1-85(2).* The Fire Chief shall, upon request, furnish copies of the appeal to those named in subsection (1) of this section subject to the provisions of Section 1-81.

#### **Sec. 1-86. Stay of procurement during appeal.**

If an appeal is filed during the procurement and before an award of a contract and the procurement or award of the contract was stayed by the Chief Procurement Officer pursuant to Section 1-80, the filing of an appeal shall automatically continue the stay unless the Fire Chief makes a written determination that the procurement or award of the contract without delay is necessary to protect substantial interests of the Fire Authority.

#### **Sec. 1-87. Chief Procurement Officer's report.**

*Sec. 1-87(1). Report.* The Chief Procurement Officer shall file a report on the appeal with the Fire Chief within seven (7) days from the date the appeal is filed. At the same time, Chief Procurement Officer shall furnish a copy of the report to the appellant by e-mail and/or certified mail, return receipt requested or any other method that provides evidence of receipt, and to any interested parties who have responded to the notice given pursuant to Section 1-85(2). The report shall contain copies of:

- (a) The appeal;
- (b) Any other documents that are relevant to the protest; and
- (c) A statement by the Chief Procurement Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.

*Sec. 1-87(2). Extension for filing of report.*

- (a) The Chief Procurement Officer may request in writing an extension of the time period setting forth the reason for extension.
- (b) The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if an extension is granted, set forth a new date for the submission of the report. The Chief Procurement Officer shall notify the appellant in writing that the time for the submission of the report has been extended and the date by which the report will be submitted.

*Sec. 1-87(3). Comments on report.*

- (a) The appellant shall file comments on the Chief Procurement Officer's report with the Fire Chief within seven (7) days after receipt of the report. Copies of the comments shall be provided by the appellant to the Chief Procurement Officer and all other interested parties. The comments must contain a statement or confirmation as to the appellant's requested form of relief.
- (b) The Fire Chief may grant an extension on the time period to file comments pursuant to a written request made by the appellant within the period set forth in subsection (3)(a) of this section stating the reason an extension is necessary. The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if the extension is granted, set forth a new date for the filing of comments. The Fire Chief shall notify the Chief Procurement Officer of any extension.

**Sec. 1-88. Dismissal by the Fire Chief.**

The Fire Chief shall dismiss, upon a written determination, an appeal if:

*Sec. 1-88(1).* The appeal does not state a valid basis, including a detailed statement of the legal and factual grounds, for protest; or

*Sec. 1-88(2).* The appeal is untimely pursuant to Section 1-84(1).

**Sec. 1-89. Remedies.**

If the Fire Chief sustains the appeal in whole or part and determines that a solicitation, evaluation process, proposed award, or award does not comply with the general law and/or this code, remedies may be implemented pursuant to Section 1-83.

**Sec. 1-90. Filing of a contract claim.**

*Sec. 1-90(1).* "Content of claim". The claim shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the claimant;
- (b) The signature of the claimant or its representative;
- (c) Identification of the solicitation or contract number;
- (d) A detailed statement of the legal and factual grounds of the claim including copies of relevant documents; and
- (e) The form of relief requested.

**Sec. 1-91. Chief Procurement Officer's decision.**

*Sec. 1-91(1). Written decision.* If a contract claim cannot be resolved by mutual agreement, the Chief Procurement Officer shall, upon a written request by the contractor for a final decision, issue a written decision no more than sixty (60) days after the request is filed. Before issuing a final decision, the Chief Procurement Officer shall review the facts pertinent to the contract claim or controversy and secure any necessary assistance from legal, financial, procurement, and other advisors.

*Sec. 1-91(2). Final decision.* The Chief Procurement Officer shall furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence

of receipt. The decision shall include:

- (a) A description of the claim;
- (b) A reference to the pertinent contract provision;
- (c) A statement of the factual areas of agreement or disagreement;
- (d) A statement of the Chief Procurement Officer's decision, with supporting rationale;
- (e) A statement regarding the appeals process that is available pursuant to this article.

#### **Sec. 1-92. Issuance of a timely decision.**

*Sec. 1-92(1).* The time limit for decisions set forth in Section 1-91(1) may be extended for good cause. The Chief Procurement Officer shall notify the contractor in writing that the time for the issuance of a decision has been extended and the date by which a decision is anticipated.

*Sec. 1-92(2).* If the Chief Procurement Officer fails to issue a decision within sixty (60) days after the request on a claim is filed or within the time prescribed under subsection (1) of this section, the contractor may proceed as if the Chief Procurement Officer had issued an adverse decision.

#### **Sec. 1-93. Appeals to the Fire Chief.**

*Sec. 1-93(1). Appeal of final decision.* An appeal of a final decision of a Chief Procurement Officer on a claim shall be filed with the Fire Chief within five (5) days from the date the decision is received. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-93(2). Content of appeal.* The appeal shall contain a copy of the decision of the Chief Procurement Officer and the basis for the precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

*Sec. 1-93(3). Final decision, mediation service or arbitration.* The Fire Chief may make the final decision in accordance with Section 1-97 or to refer to mediation services in accordance with Section 1-95 or refer to arbitration in accordance with Section 1-96.

#### **Sec. 1-94. Fire Authority claims against a contractor.**

All contract claims asserted by the Fire Authority against a contractor that are not resolved by mutual agreement shall promptly be referred by the Chief Procurement Officer to the Fire Chief for a final decision in accordance with Section 1-97, or mediation, in accordance with Section 1-95, or arbitration in accordance with Section 1-96.

#### **Sec. 1-95. Mediation.**

Contract claims may be resolved utilizing mediation services if the Fire Chief determines the use of such services is in the best interest of the Fire Authority.

#### **Sec. 1-96. Arbitration.**

Contract claims may be resolved utilizing arbitration if the Fire Chief determines the use of arbitration is in the best interest of the Fire Authority. The claim shall be settled by arbitration in accordance with the current construction industry arbitration rules of the American Arbitration Association or, at the option of the Fire Authority, in accordance with the provisions of the California Arbitration Act (CAA) (Cal. Civ. Proc. Code §§ 1280-1294.2) or the Federal Arbitration Act (FAA) (9 U.S.C. §§ 1-16, 201-208, 301-307).

**Sec. 1-97. Final decision by the Fire Chief.**

*Sec. 1-97(1).* The Fire Chief may affirm, modify, or reject the Chief Procurement Officer's decision in whole or in part, or make any other appropriate disposition.

*Sec. 1-97(2).* A decision by the Fire Chief shall be final. The decision shall be sent to all parties by e-mail, certified mail, return receipt requested or by any other method that provides evidence of receipt. If a stay was issued, the final decision by the Fire Chief shall lift any such stay, unless the Fire Chief determines that the continued stay is necessary to protect the substantial interest of the Fire Authority.

**Sec. 1-98. Judicial review of protests or claims.**

Any decision of the Fire Chief regarding a protest (§ 1-77 et seq.) or claim (§ 1-90 et seq.) under this code shall be final. Exhaustion of the procedures set forth in this code shall be a condition precedent to any person seeking judicial review of a final decision by the Fire Chief.

**Sec. 1-99. Exclusive remedy.**

Notwithstanding any law to the contrary, this article shall provide the exclusive procedure for asserting a claim or cause of action against the Fire Authority arising in relation to any procurement conducted under this code.

**Secs. 1-100--1-115. Reserved.**

## **ARTICLE X. COOPERATIVE PURCHASING**

**Sec. 1-116. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-116(1).* "Cooperative purchasing" means procurement conducted by, or on behalf of, more than one public procurement unit.

*Sec. 1-116(2).* "Eligible public procurement unit" means any state, county, city, town, and any other political subdivision, public authority, educational, health or other institution, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies, services and construction, and any not-for-profit entity.

**Sec. 1-117. Applicability.**

Agreements entered into pursuant to this article shall be limited to the areas of procurement, warehousing or materials management.

**Sec. 1-118. Cooperative purchasing authorized.**

The Fire Authority may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to joint or multi-party contracts between public procurement unit and open-ended public procurement unit contracts that are made available to other public procurement units. Parties under a cooperative purchasing agreement may:

*Sec. 1-118(1).* Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.



*Sec. 1-118(2).* Cooperatively use materials or services.

*Sec. 1-118(3).* Commonly use or share warehousing facilities, capital equipment and other facilities.

*Sec. 1-118(4).* Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.

*Sec. 1-118(5).* On request, make available to other eligible public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request reimbursement for the reasonable and necessary costs of providing such services.

The activities described in paragraphs (1) through (5) do not limit the activities of parties under a cooperative purchasing agreement.

**Sec. 1-119. Cooperative purchasing source selection methods.**

All cooperative purchasing conducted under this Article shall be through contracts awarded by a public agency through full and open competition, including use of source selection methods substantially equivalent to those specified in Article III (Source Selection and Contract Formation) of this code.

**Secs. 1-120, 1-121. Reserved.**

## **ARTICLE XI. RESERVED**

**Secs. 1-122--1-126. Reserved.**

## **ARTICLE XII. ETHICS IN PUBLIC CONTRACTING**

**Sec. 1-127. Procurement Ethics Standards**

*Sec. 1-127(1).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement shall discharge their duties in accordance with high ethical standards by practicing their profession with integrity, honesty, truthfulness and adherence to the absolute obligation to safeguard the public trust.

*Sec. 1-127(2).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement, shall be subject to the Conflict of Interest Code and subsequent amendments adopted by the Fire Authority.

*Sec. 1-127(3).* The Chief Procurement Officer shall adopt a Procurement Ethics Policy and Procedures applicable to all Fire Authority procurement functions.

**Secs. 1-128--1-130. Reserved.**



# **ATTACHMENT 2**



**RESOLUTION NO. 2021-02**

**A RESOLUTION OF THE ORANGE COUNTY FIRE  
AUTHORITY BOARD OF DIRECTORS AMENDING THE  
ROLES/RESPONSIBILITIES/AUTHORITIES MATRIX TO  
COINCIDE WITH THE NEW PROCUREMENT CODE**

**RECITALS**

A. WHEREAS, the Orange County Fire Authority Board of Directors last amended the Roles/Responsibilities/Authorities Matrix procurement related provisions on April 25, 2019, and

B. WHEREAS, because the OCFA is adopting by Ordinance amendments to its procurement code, it is appropriate to update the Roles/Responsibilities/Authorities Matrix to coordinate with the revised procurement code; and

C. WHEREAS, the Board has considered the attached amendments to the matrix.

THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby resolve as follows:

The Roles/Responsibilities/Authorities Matrix is amended as indicated by the redline version attached hereto as Exhibit A. This Resolution shall take effect on the effective date of Ordinance No. 009.

*PASSED, APPROVED and ADOPTED* this \_\_\_\_ day of July, 2021.

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DAVID JOHN SHAWVER, CHAIR  
OCFA Board of Directors

ATTEST:

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MARIA D. HUIZAR, CMC  
Clerk of the Authority



## ORANGE COUNTY FIRE AUTHORITY Roles/Responsibilities/Authorities

All authority rests with the Board of Directors unless it is delegated by statute or board action. When delegated, these authorities are further defined by contracts, resolutions, policies, or other board actions. The following chart defines OCFA's levels of authority. The Board of Directors has the authority to change these delegations within the parameters of legal and contractual restrictions.

	Authority Management	Executive Committee	Board of Directors
Commodity purchases (materials, equipment & supplies) Ord. 8, Sec. 1-3(18)	Approve purchase of all commodities contracts (selection process per Ord. 8, Art. III selection process or Art. X cooperative purchasing).		Approve commodity purchases with the annual adoption of the budget, no further approval is required.
Fixed asset purchases	Approve purchase of all fixed asset contracts (selection process per Ord. 8 per Art. III selection process or Art. X cooperative purchasing) within the budgeted amount approved by the Board of Directors.	Approve purchase of fixed assets that exceed the budgeted amount by more than 15% or \$100,000 (whichever is less).	Approve purchase of fixed assets included in the annual budget with the annual adoption of the budget, no further approval is required.
Professional and Consulting Services Contracts – general <i>services and consulting including architectural, engineering, and project management services.</i>	Approve all professional and consulting service contracts (selection process per Ord. 8, Art. III, or Art. X) for annual contract where the annual value to any one firm is less than \$100,000. Approve multi-year contracts (maximum five years) so long as the total annual contract amount does not exceed Authority Management.	Approve all professional and consulting service contract value to any one firm exceeds \$100,000.  Contract extensions beyond the initial contract term and allowable contract extensions (exceeding five years) will require Executive Committee approval prior to contract extension.	

**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	<b>Authority Management</b>	<b>Executive Committee</b>	<b>Board of Directors</b>
<p>Contract Duration</p> <p>Five years (three years plus two additional one-year periods)</p> <p><i>Applies to contracts exceeding small purchases as defined in Ord. 8 Sec 1-20</i></p>	<p>Approve extension of contracts within management delegated authority for contracts with a duration up to five years.</p>	<p>Approve extension of contracts exceeding five years or contracts that exceed management delegated authority.</p>	
<p>Maintenance Service Contracts - includes <i>repair and maintenance for facilities &amp; equipment.</i></p>	<p>Approve all maintenance service contracts (selection process per Ord. 8, Art. III, or Art. X) for annual contract where the annual value to any one contractor is less than \$200,000.</p> <p>Approve multi-year contracts (maximum five years) so long as the total annual contract amount does not exceed Authority Management.</p> <p>Approve maintenance service contract increases within limits delegated herein to Authority Management.</p>	<p>Approve all maintenance service contracts in which the annual value to any one contractor exceeds \$200,000.</p> <p>Contract extensions beyond the initial contract term and allowable contract extensions (five year maximum) will require Executive Committee approval prior to contract extension.</p>	
<p>Change Orders/ Modifications</p> <p>Professional &amp; Consulting Service Contract Amendments</p> <p><i>(Non Public Projects)</i></p>	<p>For professional &amp; consulting service contracts within the limits delegated herein to Authority Management, approve change orders in any amount so long as the revised amount remains within the delegated limits.</p> <p>For contracts originally approved by the Executive Committee or Board of Directors, approve change orders within the original scope of work, less than 15%.</p>	<p>Approve change order/modifications to any contracts with original or revised values that exceed those amounts delegated herein to Authority Management.</p>	

## ORANGE COUNTY FIRE AUTHORITY Roles/Responsibilities/Authorities

	Authority Management	Executive Committee	Board of Directors
Emergency Purchases (commodity and service contracts)	Approve emergency purchases, as defined in Ord. 8, Sec. 1-3(14) & Sec. 1-22, up to the amounts delegated to Authority Management herein for purchases following standard selection process.	Purchases in excess of the amounts delegated to Authority Management require prior approval of Chair or Vice Chair and must be reported at the next Executive Committee meeting <u>and/or for long-duration emergency incidents, reported quarterly.</u>	<u>Staff will also report to the full Board following the Executive Committee's receipt and/or ratification of the emergency purchases report.</u>
Sole Source Contracts	Approve any sole source contract less than \$50,000 annually, so long as acceptable justification is <u>established</u> by the using department per the requirements in Ord. 8, Sec. 1-21(1) <u>or Sec. 1-21(2).</u>	Approve any sole source contracts when aggregate amount exceeds \$50,000, <u>so long as acceptable justification is established by the using department per the requirements in Ord. 8, Sec. 1-21(1) or Sec. 1-21(2).</u> <i>Sole source justification form is a required attachment to the staff report.</i>	
<del>Special Procurement Contracts—utilized when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source.</del>	<del>Approve any special procurement contract less than \$50,000, so long as acceptable justification is provided by the using agency per the requirements in Ord. 8, Sec. 1-23.</del>	<del>Approve any special procurement contract when the aggregate amount exceeds \$50,000. <i>Special procurement justification form is a required attachment to the staff report.</i></del>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	<b>Authority Management</b>	<b>Executive Committee</b>	<b>Board of Directors</b>
Public Projects – Informal & Formal as set forth in the California Public Contract Code Section 22032.	Approve all informal public projects in amounts up to the statutory limits authorized by Public Contract Code Section 22032 (Projects under \$200,000 effective 1-1-19).		Approve all formal public works contracts in amounts at or above the statutory limits authorized by Public Contract Code Section 22032 (Projects over \$200,000 effective 1-1-19).
Public Projects - Change Orders/ Modifications for formal and informal Public Projects as set forth in Public Contract Code Section 22032	For informal public projects within the original scope of work, approve change orders in any amount so long as the revised total remains below the statutory limits authorized by Public Contract Code Section 22032(b).  For formal public projects originally approved by the Board of Directors, approve change orders within the original scope of work up to 15% of the original contract amount.		Approve change order/modification on formal public projects over 15% of original contract amount.
Public Projects – Emergency as defined in Public Contract Code Sections 22035 and 22050 (Ord. 8, Sec. 1-53)	Fire Chief or designee has authority to declare an emergency and authorize procurement of construction services and supplies without competitive bidding requirements when it is impactable to convene a meeting of the Board of Directors prior to addressing the emergency needs.		Authorize exemption from procurement requirements by four-fifths vote (at next scheduled meeting) as required per Public Contract Code Sections 22035 and 22050.
Accept Real Property Interests	Accept interest in real property if the Board of Directors or Executive Committee has previously approved.		Approve Purchase Agreements for the acquisition of real property.





# **ATTACHMENT 3**





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

**Board of Directors Meeting**  
**April 28, 2016**

**Agenda Item No. 5A**  
**Discussion Calendar**

**Proposed New Purchasing Ordinance – Introduction**

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**Contact(s) for Further Information**

Lori Zeller, Assistant Chief  
Business Services Department

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

714.573.6020

Debbie Casper, Purchasing & Materials Manager

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

714.573.6641

**Summary**

This item is submitted for consideration to adopt a more comprehensive procurement ordinance to govern the Orange County Fire Authority procurement functions, and to discuss modifications to the Roles/ Responsibilities/Authorities Matrix for various procurements.

**Prior Board/Committee Action – Committee Recommendation: *APPROVE***

Ordinance No. 006 and No. 007 were adopted on April 23, 2009, and the purchasing items listed in the Roles/Responsibilities/Authorities Matrix were last updated February 26, 2015. At the November 3, 2015, Human Resources Committee meeting, Director Hatch inquired into the feasibility of delegating more responsibility from the Board of Directors to administration to enable management to award higher dollar purchasing contracts without requiring Board approval. Director Hatch requested staff to develop recommendations for further discussion with the Budget and Finance Committee.

At its regular April 13, 2016, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

1. Waive the full reading of the proposed Ordinance.
2. Introduce and read by title only proposed Ordinance No. 008 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 006 AND ORDINANCE NO. 007 AND ESTABLISHING THE PURCHASING RULES AND PROCEDURES OF THE ORANGE COUNTY FIRE AUTHORITY establishing a comprehensive procurement ordinance based on the American Bar Association Model Procurement Code.
3. Approve the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS AMENDING THE ROLES/RESPONSIBILITIES/AUTHORITIES MATRIX TO COINCIDE WITH THE NEW PURCHASING CODE.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

See attached extended background.

**Attachment(s)**

1. Ordinance No. 006 (current) Establishing Informal Bidding Procedures
2. Ordinance No. 007 (current) Establishing Purchasing Rules and Regulations
3. Proposed Ordinance No. 008 Establishing a Comprehensive Procurement Ordinance based on the Model Procurement Code
4. Purchasing Authorities Comparison Chart
5. Proposed Resolution Adopting the Roles/Responsibilities/Authorities Matrix for the OCFA

## **Background**

The Orange County Fire Authority's purchasing ordinances and guidelines were originally established in 1995 and 1996 when OCFA had just formed and the organization was in the early stages of developing fiscal controls. The existing ordinances provide for centralized procurement functions and were subsequently updated in 2003, and again in 2009, to provide for updates allowing for electronic processes, increase informal bid limits, and to refine outdated or redundant language.

No substantial changes were made to either of the ordinances since their inception. As a result, the requirements that govern our procurement practices today are substantially the same as they were when they were adopted. The purpose of the new ordinance is to simplify, clarify, centralize, and modernize the requirements governing the procurement functions of the OCFA.

### ***American Bar Association Model Procurement Code***

Based on a review of best practices in public procurement, staff is recommending a new comprehensive procurement ordinance or code based on the American Bar Association (ABA) Model Procurement Code (MPC). The MPC was initially developed and adopted in 1979 and updated in 2000. The MPC is identified as the most recognized regulatory model for state and local government in the country. Due to its longevity and exposure to countless procurement challenges, the MPC provides the best standard. The MPC has been adopted in part and in whole by thousands of local jurisdictions across the United States.

The MPC structure is intended to provide a flexible framework that promotes transparency, fairness, competition, and reliable processes for government agencies adopting a model procurement-based code. The proposed new Ordinance No. 008 is structured into twelve articles providing policies, legal remedies and ethical considerations as summarized below. Articles I through X cover basic policies for the procurement of supplies, services and construction; disposal of supplies; and legal remedies. Article XI is reserved for any new/additional policies that OCFA may elect to become subject to in the future and Article XII establishes ethical standards for procurement staff.

The MPC provides a guide for addressing common procurement related concerns. Current OCFA Ordinance Nos. 006 and 007 are missing some key components typically found in government procurement regulations such as, authorization for best value procurements (request for proposals), protest provisions and authorization for use of cooperative purchasing contracts. The need for further direction on these elements was referenced in an Internal Control Review of Purchasing Practices (2013), which referenced some of these concerns and suggested the adoption of a purchasing ordinance based on the MPC. Due to the comprehensive changes and combination of the two ordinances into one, it was not feasible to red-line the prior ordinances in the incorporation.

OCFA legal counsel has provided an in-depth review of the new proposed purchasing Ordinance No. 008 and supports the recommended changes.

### ***Research on Procurement Limits***

The current Roles/Responsibilities/Authorities matrix was updated on February 26, 2015. Staff has reviewed and compared the purchasing limits of larger regional agencies in the county including the County of Orange, Orange County Transportation Authority (OCTA), and Irvine Ranch Water District (IRWD). The City of Irvine was also included in the comparison and a chart of the findings is included (Attachment 4). Based on this comparison, staff is proposing changes in OCFA's purchasing authority limits that will put the OCFA thresholds in line with other regional agencies of like-size.

### ***Proposed Changes to Procurement Limits***

The recommended changes in the Roles and Responsibilities matrix will provide further clarification to OCFA staff and will allow for additional management authority in an effort to streamline the purchasing process for the day to day purchasing needs. The updated code will provide the legal backbone for the source selection and contract formation methods used in awarding Fire Authority contracts. ***The Executive Committee would retain the authority to approve non-competitive contracts and those with significant value and the Board would retain the authority for all formal public projects.***

Proposed revisions to the Roles and Responsibilities matrix include:

- References to applicable sections in the procurement code
- Separates commodity purchases and fixed assets allowing for different approval limits
- Increases management authority for the approval and amendment of commodity contracts (materials, equipment and supplies) so long as the annual contract amount remains less than \$250,000
- Provides for management authority to approve fixed asset purchases less than \$100,000 per unit
- Modifies management authority to approve service contracts less than \$100,000 annually, and for multi-year contracts when the total contract amount does not exceed \$500,000
- Further defines change orders and contract amendments with revised approval amounts
- Increases management authority for sole source purchases from \$25,000 to \$50,000 aggregate in order to align with the small purchase limits defined in Sec. 1-20 of the procurement code
- Addition of special procurements defined in Sec. 1-23 with management authority at the same limits as sole source (up to \$50,000). *Special procurements are for those purchases that are in the best interest to the Fire Authority that do not meet the definition of a sole source and reasons for not going through a solicitation process are validated*
- Included details of current thresholds from the Public Contract Code Section 22032
- Reduced management authority on informal public project change orders from \$50,000 to \$17,500 which equals 10% of the current informal amount defined in the Public Contract Code
- Added Board approval for change orders on formal public projects greater than 10% of the original contract amount or \$50,000 whichever is less
- Added the authority for the Fire Chief or his designee to declare an emergency and authorize procurement of equipment, services, construction services and supplies without competitive bidding requirements with reporting to follow at the next scheduled Board meeting



***Summary of Benefits in Adopting the Proposed MPC & Roles/Responsibilities Matrix***

The establishment of one comprehensive ordinance that governs procurement will create a clear and consistent guide for staff, vendors doing business with OCFA, and the public. The structure of the ordinance will allow for future amendments as required without rescinding and replacing the entire ordinance. Staff recommends adoption of a new OCFA Procurement Code, proposed Ordinance No. 008, which is based in large part upon the ABA Model Procurement Code.

Revision to the Roles, Responsibilities, and Authorities Matrix will provide the OCFA staff with the tools needed to address the daily needs of the Fire Authority while permitting the Executive Committee and the Board of Directors to retain oversight in the process.

**ORDINANCE NO. 006**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 002 AND ESTABLISHING INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (SECTION 22000, ET SEQ, OF THE PUBLIC CONTRACT CODE)**

**RECITALS**

A. WHEREAS, on February 22, 1996, the Orange County Fire Authority adopted OCFA Ordinance No. 002 establishing informal bidding procedures under the Uniform Public Construction Cost Accounting Act; and

B. WHEREAS, at the time of adoption of Ordinance 002, the UPCCAA authorized informal bidding procedures to be applied for construction contracts no greater than \$75,000, and accordingly, Ordinance 002 limited the application of informal bidding procedures to contracts no greater than \$75,000; and

C. WHEREAS, since the adoption of Ordinance 002, the UPCCAA has been amended to authorize public agencies to apply informal bidding procedures to larger construction contracts, with the limit presently set at \$125,000; and

D. WHEREAS, the Board of Directors wishes to replace the existing \$75,000 limitation established in Ordinance 002 with the maximum limit set forth in the UPCCAA, as that limitation may be amended from time to time, and to make related administrative changes in the procedures.

THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby ordain as follows:

Section 1. Repeal of Ordinance No. 002; Replacement.

As of the effective date of this Ordinance, Ordinance No. 002 is hereby repealed and replaced, in its entirety, with the provisions of this Ordinance.

Section 2.0 Informal Bid Procedures

Public works projects, as defined by the Uniform Public Construction Cost Accounting Act, and in accordance with the limits listed in Section 22302 of the Public Contract Code, as those limits may be amended from time to time, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

#### Section 2.1 Contractors List

A list of qualified contractors, identified according to categories of work, shall be developed and maintained by the Authority in accordance with the provisions of Section 22034 of the Public Contract Code and criteria established from time to time by the California Uniform Construction Cost Accounting Commission.

#### Section 2.2 Notice Inviting Informal Bids

Where a public works project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 2.1, or to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code, unless the product or service is proprietary. Additional contractors and/or construction trade journals may be notified at the discretion of the Authority. If there is no list of qualified contractors maintained by the Authority for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.

#### Section 2.3 Mailing of Notices and Description of Project

All mailing of notices to contractors or construction trade journals pursuant to Section 2.2 shall be completed not less than 10 calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

#### Section 2.4 Bids in Excess of the Formal Limit

If all bids received are in excess of the formal limit then set forth in Section 22032, the Board may, by passage of a resolution by a 4/5ths vote, award the contract to the lowest responsible bidder, if the Board determines the cost estimate was reasonable and if the contract amount does not exceed the maximum amount then permissible set forth in Section 22034.

#### Section 2.5 Award of Contracts

Except as specified under Section 2.4, the Orange County Fire Authority Purchasing Manager is authorized to award informally bid contracts pursuant to provisions of this ordinance.

#### Section 3. Severability

If any section, subsection, subdivision, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such invalidity shall not affect the validity of the entire Ordinance or any of the remaining portions.

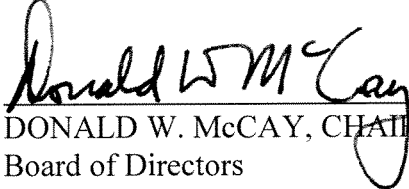
Section 4. Precedence

This Ordinance shall supercede the provisions of any previously adopted ordinance, resolution or policy inconsistent herewith.

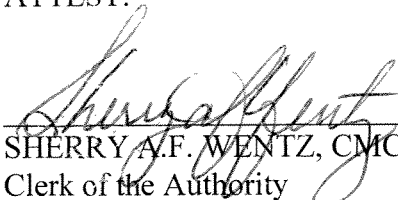
Section 5. Effective Date; Publication

This Ordinance shall take effect and be in force thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Orange County Register, a newspaper of general circulation published in the County of Orange.

PASSED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of April 2009.

  
DONALD W. McCAY, CHAIR  
Board of Directors

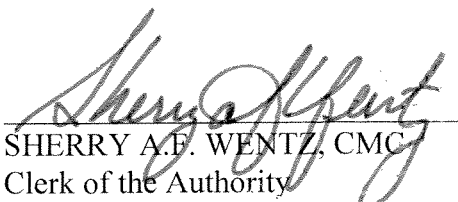
ATTEST:

  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

STATE OF CALIFORNIA    }  
COUNTY OF ORANGE       } ss.  
CITY OF ORANGE           }

I, SHERRY A.F. WENTZ, Clerk of the Orange County Fire Authority, do hereby certify that the foregoing Ordinance No. 006 was duly introduced and placed upon its first reading at a regular meeting of the Orange County Fire Authority Board of Directors on the 26<sup>th</sup> day of March 2009, and that thereafter, said Ordinance was duly adopted and passed at an adjourned regular meeting of the Board of Directors of the Orange County Fire Authority held on the 23<sup>rd</sup> day of April 2009, by the following vote, to wit:

AYES:	Joe Aguirre, Alternate, Placentia	Neil Blais, Rancho Santa Margarita
	Bill Campbell, County of Orange	Henry Charoen, La Palma
	Dr. Steven S. Choi, Irvine	Troy Edgar, Los Alamitos
	Trish Kelley, Mission Viejo	Don McCay, Buena Park
	Janet Nguyen, County of Orange	Jim Palmer, Alternate, Tustin
	Brad Reese, Villa Park	Nancy Rikel, Yorba Linda
	Martin Rhodes, Alternate, Laguna Woods	R. Craig Scott, Laguna Hills
	Todd Seymore, Cypress	David Shawver, Stanton
	David Sloan, Seal Beach	Tri Ta, Westminster
	Mark Tettemer, Lake Forest	Dr. Londres Uso, San Juan Capistrano
	Steven Weinberg, Dana Point	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Carmen Cave, Aliso Viejo	Gary Capata, Laguna Niguel
	Greg Sowards, Placentia	James Dahl, San Clemente
	Doug Davert, Tustin	

  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

## ORDINANCE NO. 007

### AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 005 AND ESTABLISHING THE PURCHASING RULES AND REGULATIONS OF THE FIRE AUTHORITY

#### RECITALS

A. WHEREAS, on January 16, 2003, the Orange County Fire Authority adopted OCFA Ordinance No. 005 establishing the Authority's purchasing rules and regulations of the Fire Authority. Ordinance No. 005 established the general guidelines for all purchasing activities (except Public Works projects) of the Fire Authority; and

B. WHEREAS, Ordinance No. 005 limited more expedited informal bidding processes to contracts of not greater than \$5,000, the same limits established when the Fire Authority was established in 1995; and

C. WHEREAS, revising the informal bid limit to \$10,000 will help keep pace with the escalating cost of goods and services, and will result in efficiency savings; and

D. WHEREAS, additional improvements in contracting efficiency for the Fire Authority and those contracting with it can be achieved by: changing the award criteria for emergency purchases from "quickest" to "most value-added"; providing an alternate Published Notice requirement to include posting on the OCFA website; allowing for a secure, web-based system to receive formal bids; allowing posting of bid tabulations on the OCFA website; and allowing for posting bid solicitations on the OCFA website.

THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby ORDAIN:

#### Section 1. Repeal of Ordinance No. 005; Replacement:

As of the effective date of this Ordinance, Ordinance No. 005 is hereby repealed and replaced, in its entirety, with the provisions of this Ordinance.

#### Section 2. ADOPTION OF PURCHASING SYSTEM

In order to establish efficient procedures for the purchase of services, supplies and equipment; to secure for the Fire Authority supplies, equipment, services at the lowest possible cost commensurate with quality needed; to exercise positive financial control over purchases; to clearly define authority for the purchasing functions; to assure the quality of purchases; and to buy without favor or prejudice, a purchasing system is hereby adopted and shall control the procedure for all purchases except Public Works projects and as otherwise provided by law.



### Section 3. DEFINITION OF TERMS

The following terms, whenever used in this Ordinance, shall be construed as follows:

- A. Fire Authority: The Orange County Fire Authority.
- B. Purchases: Purchases of services, supplies and equipment shall include Master Lease Agreements and other debt service agreements.
- C. Purchasing Manager: The official appointed by the Fire Chief for enforcement of this division. The duties of the Purchasing Manager may be combined with those of another position.
- D. Services, Supplies and Equipment: Any and all services, articles, things, or personal property furnished to or used by the Fire Authority.

### Section 4. A CENTRALIZED PURCHASING PROGRAM

There is hereby created a centralized purchasing program within the Orange County Fire Authority in which is vested authority for the purchase of services, supplies and equipment. The Board of Directors shall adopt by resolution policies setting forth the authority and limitations of the centralized purchasing program.

### Section 5. PURCHASING MANAGER GENERAL POWERS

The Purchasing Manager shall direct and supervise the purchasing program. He/she shall appoint such deputies, assistants or other employees as shall from time to time be authorized. The Purchasing Manager utilizing sound professional purchasing practices, shall endeavor to obtain as full and open competition as reasonable on all purchases and shall award all purchases to qualified bidders. He/she shall furnish the Board of Directors with such reports and information as the Board may from time to time require, and shall establish methods and procedures necessary for the proper functioning of the purchasing program in an efficient and economical manner.

### Section 6. PURCHASING MANAGER AUTHORITY

The Purchasing Manager shall have the authority to:

- A. Purchase Material: Purchase all services, supplies, equipment and other personal property required by the Fire Authority in accordance with the policies and procedures adopted by the Board of Directors, administrative procedures approved by the Fire Chief, or as otherwise provided by law. Except in cases of emergency, pursuant to Section 12 or where the Board of Directors or the Executive Committee has retained authority, no purchase of services, supplies and

equipment by any person other than the Purchasing Manager or his or her appointed designee shall be binding upon the Fire Authority or constitute a lawful charge against Fire Authority funds.

- B. Contract Generally: Enter into any contract permitted by law, including but not limited to purchase orders, price agreements, equipment service contracts, lease purchase agreements, professional service contracts and rental agreements, subject to any restrictions set forth in this division or specifically provided for by law.
- C. Dispose of Surplus Property: Dispose of all Fire Authority surplus supplies and equipment and any other surplus personal property in accordance with the provisions of Section 13 of this Ordinance.

#### Section 7. PURCHASING REQUIREMENTS

Purchases of services, supplies, and equipment shall be made and accomplished in conformity with Section 8, except:

- A. When the amount is less than ten thousand dollars (\$10,000); or
- B. When the Purchasing Manager determines that an emergency exists which requires that an order be placed with the most value-added source of supply; or
- C. When an emergency exists pursuant to Section 12; or
- D. When the Purchasing Manager, with the approval of the Fire Chief, determines that the services, supplies, and equipment needed can feasibly be obtained from one source only; or
- E. When the Board of Directors has contracted for or transferred the authority to make the purchase of services, supplies and equipment to another governmental agency or officer thereof pursuant to lawful authority; or
- F. When the Board of Directors finds that the public interest and convenience require the purchase of services, supplies, and equipment utilizing purchasing agreements maintained by the county, state or other public agencies; or
- G. When the Board of Directors determines to dispense with such bidding and other procedures in any individual instance upon finding that it would be impractical, useless or uneconomical in such instance to follow the bidding or other procedures, and that the welfare of the public would be promoted by dispensing with the same.

Section 8. BIDDING - PROCEDURES

The bidding procedure for the Orange County Fire Authority shall be one of the following:

A. Formal Written Bid Process:

A formal written bid shall be processed as indicated below for all purchases where required by state and/or federal laws or when required by action of the Board of Directors or Executive Committee, but shall not apply to public works contracts. The process shall include the following components:

1. NOTICE INVITING BIDS. Notices inviting bids shall include a general description of the articles to be purchased and shall state where the bid documents and specifications may be secured and the time and place for opening bids.
  - a. Published Notice: The first notice inviting bids shall be published at least ten days before the opening of the bids. Notice shall be published at least twice, not less than five days apart, in a newspaper of general circulation, printed and published in the County of Orange; or the notice may be posted on the Fire Authority's website at least ten days prior to the opening of bids.
2. BIDDERS' SECURITY. When deemed necessary, or when required by state and/or federal law, bidders' security will be prescribed in the public notices inviting bids. The security shall be returned upon rejection of a bid, provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten days after the award of contract has been mailed, unless the Fire Authority is responsible for or agrees to the delay. The Board of Directors may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsive and responsible bidder. If the Fire Authority awards the contract to the next lowest responsive and responsible bidder, the amount of the lowest bidders' security shall be applied by the Fire Authority to the difference between the low bid and the second lowest bid, and the surplus, if any shall be returned to the lowest bidder or to the surety if a bidder's bond is used.
3. BID OPENING PROCEDURE. Sealed bids shall be submitted to the Fire Authority and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices.

A secure, web-based system or other appropriate media may be used in lieu of sealed bids opened in public, provided that the Purchasing Manager has approved the system for accuracy, confidentiality, and reliability.

A tabulation of all bids received shall be posted on the Fire Authority's website; or, open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening.

4. REJECTION OF BIDS. At its discretion, the Board of Directors may reject all bids presented and re-advertise for bids.
5. AWARD OF CONTRACTS. Contracts shall be awarded to the lowest responsive and responsible bidder, except as otherwise provided herein.
6. TIE BIDS. If two or more bids received are for the same total amount or unit price with equal quality and service, and if the public interest will not permit the delay of re-advertising for bids, the Fire Authority shall accept the bidder whose business is located within the OCFA service areas, or accept the one it chooses, or accept the lowest responsive and responsible bid made by negotiation with the tie bidders.
7. PERFORMANCE BONDS. The Board of Directors shall have the authority to require a performance bond before entering into a contract in such amount as it shall find reasonably necessary to protect the best interests of the Fire Authority. If the Fire Authority requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids or in the contract specifications.

B. Open Market Process:

Purchase of services, supplies, and equipment shall be made by the Purchasing Manager following the open market process described herein where neither state and federal laws nor action of the Board of Directors or Executive Committee require the use of the formal written bid process, or where these procedures are not otherwise exempted. This process shall include the following:

1. MINIMUM NUMBER OF BIDS. Open market purchases shall, whenever possible, be based on at least three bids.
2. SOLICITING BIDS. The Purchasing Manager shall solicit bids from prospective vendors by written request, FAX, telephone, or by public notice posted on the Fire Authority's website.

3. AWARD OF PURCHASE. Open market purchases shall be awarded to the most qualified bidder as determined by the Orange County Fire Authority.

#### Section 9. RECORD RETENTION

The Purchasing Manager shall maintain records of all sealed written bids and open market orders resulting therefrom for a period of one year after the submission of the bids or the placing of orders. This record, while so kept, shall be open to public inspection during regular business hours.

#### Section 10. ENCUMBRANCES OF FUNDS

Except in cases of emergency, or in cases where specific authority has been first obtained from the Fire Chief, the Purchasing Manager shall not issue any purchase orders for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which said purchase is to be charged. All purchases, regardless of encumbrances, shall be made in conformance with the policies established by this Ordinance.

#### Section 11. INSPECTION AND TESTING

The Purchasing Manager may inspect supplies and equipment delivered to determine their conformance with the specifications set forth in the order or contract. The Purchasing Manager shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine compliance with specifications.

#### Section 12. EMERGENCY PURCHASES

In the event services, equipment or supplies are immediately necessary for the preservation to life or property, emergency purchases may be made without compliance with Section 8 by:

The Fire Chief and/or his designee who shall provide a full report of the circumstances of all emergency purchases in excess of the Fire Chief's delegated authority. Such purchases require prior approval of the Chair or Vice-Chair and shall be reported at the next meeting of the Executive Committee.

#### Section 13. SURPLUS SUPPLIES AND EQUIPMENT

The process for the disposition of surplus supplies and equipment shall be as follows:

- A. Disposition of Surplus Property: The approved disposition process for surplus property will be determined by the Purchasing Manager and shall be in accordance with guidelines as established in the OCFA Purchasing Handbook.

- B. Donated Property: If the surplus property has an estimated value of less than \$5,000 and it is proposed that the property may be donated, the Purchasing Manager has the authority to determine whether the proposed donation of the surplus property to another local agency or non-profit organization is in keeping with the intent of the California Constitution. Under the California Constitution, when a public agency gives a surplus item to another organization, the item must be used for a public purpose of interest and benefit generally to the people of the agency's jurisdiction and in keeping with the agency's purpose. Said donations shall require the prior approval of the Fire Chief and a release of liability to OCFA from the agency accepting the surplus property. Donations of surplus property with an estimated value of \$5,000 or more must require prior approval of the Executive Committee or Board of Directors.
- C. Historical Surplus Property: Surplus Property deemed to have historical significance, by the Fire Chief and/or his designee, will be transferred and placed in the custody of a designated section manager for safe keeping.
- D. Surplus Property: The Purchasing Manager shall provide an annual report of surplus property disposition to the Assistant Chief of Business Services.

#### Section 14. SEVERABILITY

If any section, subsection, subdivision, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such invalidity shall not affect the validity of the entire Ordinance or any of the remaining portions.

#### Section 15. PRECEDENCE

This Ordinance shall supercede the provisions of any previously adopted ordinance, resolution or policy inconsistent herewith.

#### Section 16. EFFECTIVE DATE; PUBLICATION.

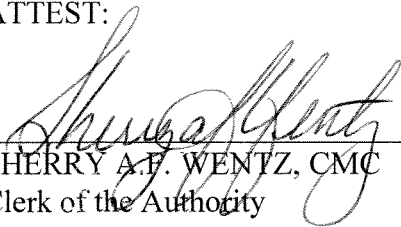
This Ordinance shall take effect and be in force thirty (30) days from the date of its passage. Before the expiration of fifteen (15) days after its passage, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Register, a newspaper of general circulation published in the County of Orange.



PASSED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of April 2009.

  
DONALD W. McCAY, CHAIR  
Board of Directors

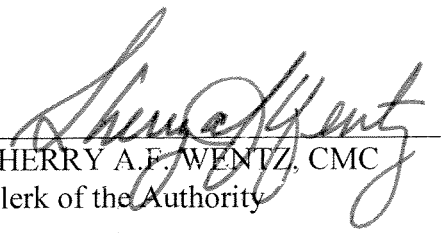
ATTEST:

  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

STATE OF CALIFORNIA     }  
COUNTY OF ORANGE       } ss.  
CITY OF ORANGE           }

I, SHERRY A.F. WENTZ, Clerk of the Orange County Fire Authority, do hereby certify that the foregoing Ordinance No. 007 was duly introduced and placed upon its first reading at a regular meeting of the Orange County Fire Authority Board of Directors on the 26<sup>th</sup> day of March 2009, and that thereafter, said Ordinance was duly adopted and passed at an adjourned regular meeting of the Board of Directors of the Orange County Fire Authority held on the 23<sup>rd</sup> day of April 2009, by the following vote, to wit:

AYES:	Joe Aguirre, Alternate, Placentia	Neil Blais, Rancho Santa Margarita
	Bill Campbell, County of Orange	Henry Charoen, La Palma
	Dr. Steven S. Choi, Irvine	Troy Edgar, Los Alamitos
	Trish Kelley, Mission Viejo	Don McCay, Buena Park
	Janet Nguyen, County of Orange	Jim Palmer, Alternate, Tustin
	Brad Reese, Villa Park	Nancy Rikel, Yorba Linda
	Martin Rhodes, Alternate, Laguna Woods	R. Craig Scott, Laguna Hills
	Todd Seymore, Cypress	David Shawver, Stanton
	David Sloan, Seal Beach	Tri Ta, Westminster
	Mark Tettemer, Lake Forest	Dr. Londres Uso, San Juan Capistrano
	Steven Weinberg, Dana Point	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Carmen Cave, Aliso Viejo	Gary Capata, Laguna Niguel
	Greg Sowards, Placentia	James Dahl, San Clemente
	Doug Davert, Tustin	

  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

**ORDINANCE NO. 008**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 006 AND ORDINANCE NO. 007 AND ESTABLISHING THE PURCHASING RULES AND PROCEDURES OF THE ORANGE COUNTY FIRE AUTHORITY**

**RECITALS**

A. *WHEREAS*, on April 23, 2009, the Orange County Fire Authority adopted OCFA Ordinance No. 006 establishing informal bidding procedures under the Uniform Public Construction Cost Accounting Act; and

B. *WHEREAS*, on April 23, 2009, the Orange County Fire Authority adopted OCFA Ordinance No. 007 establishing the purchasing rules and procedures; and

C. *WHEREAS*, the Board wishes to replace these two ordinances with a single ordinance based on the American Bar Association Model Procurement Code.

*THEREFORE*, the Board of Directors of the Orange County Fire Authority does hereby ordain as follows:

Section 1. Repeal of Ordinance Nos. 006 and 007; Replacement.

As of the effective date of this Ordinance, Ordinance No. 006 and No. 007 are hereby repealed and replaced, in their entirety, with the Orange County Fire Authority Procurement Code attached hereto as Exhibit A.

Section 2. Effective Date; Publication.

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage. Before the expiration of fifteen (15) days after its passage, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Register, a newspaper of general circulation published in the County of Orange.

*PASSED, APPROVED and ADOPTED* this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
GENE HERNANDEZ, CHAIR  
OCFA Board of Directors

ATTEST:

\_\_\_\_\_  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

STATE OF CALIFORNIA    }  
COUNTY OF ORANGE       } ss  
CITY OF ORANGE           }

I, SHERRY A.F. WENTZ, Clerk of the Orange County Fire Authority, do hereby certify that the foregoing Ordinance No. 008 was duly introduced and placed upon its first reading at a regular meeting of the Orange County Fire Authority Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the Board of Directors of the Orange County Fire Authority held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote, to wit:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

**EXHIBIT A**

**ORANGE COUNTY FIRE AUTHORITY**  
**PROCUREMENT CODE**

- Art. I. In General, §§ 1-1--1-10**
- Art. II. Chief Procurement Officer Authority, §§ 1-11--1-14**
- Art. III. Source Selection and Contract Formation, §§ 1-15--1-40**
- Art. IV. Specifications, §§ 1-41--1-46**
- Art. V. Procurement of Public Works Projects and Professional Design Services, §§ 1-47--1-57**
- Art. VI. Contract Terms and Conditions, §§ 1-58--1-61**
- Art. VII. Cost Principles, §§ 1-62--1-65**
- Art. VIII. Materials Management, §§ 1-66--1-74**
- Art. IX. Legal and Contractual Remedies, §§ 1-75--1-125**
- Art. X. Cooperative Purchasing, §§ 1-126--1-131**
- Art. XI. Reserved, §§ 1-132--1-136**
- Art. XII. Ethics in Public Contracting, §§ 1-137--1-140**

**Article I. General Provisions**

- Sec. 1-1. General Law.
- Sec. 1-2. Applicability.
- Sec. 1-3. Definitions.
- Sec. 1-4. Supplementary general principles of law applicable.
- Sec. 1-5. Requirement of good faith.
- Sec. 1-6. Confidential information.
- Secs. 1-7--1-10. Reserved.

## **Article II. Chief Procurement Officer Authority**

Sec. 1-11. Authority of the Chief Procurement Officer.

Sec. 1-12. Written determinations.

Secs. 1-13, 1-14. Reserved.

## **Article III. Source Selection and Contract Formation**

Sec. 1-15. Definitions.

Sec. 1-16. Methods of source selection.

Sec. 1-17. Competitive sealed bidding.

Sec. 1-18. Competitive sealed proposals.

Sec. 1-19. Contracting for legal counsel.

Sec. 1-20. Small purchases.

Sec. 1-21. Sole source procurement.

Sec. 1-22. Emergency procurements.

Sec. 1-23. Special procurements.

Sec. 1-24. Cancellation of solicitations.

Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications

Sec. 1-26. Responsibility of bidders, offerors and respondents.

Sec. 1-27. Bid and contract security, material or service contracts.

Sec. 1-28. Types of contracts.

Sec. 1-29. Approval of accounting system.

Sec. 1-30. Multi-year contracts.

Sec. 1-31. Right to inspect.

Sec. 1-32. Right to audit records.

Sec. 1-33. Reporting of anticompetitive practices.

Sec. 1-34. Prospective vendors lists.

Sec. 1-35. Contract form and execution.

Sec. 1-36. Assignment of rights and duties.

Sec. 1-37--1-40. Reserved.



#### **Article IV. Specifications**

- Sec. 1-41. Definitions.
- Sec. 1-42. Maximum practicable competition.
- Sec. 1-43. Specifications prepared by other than Fire Authority personnel.
- Sec. 1-44. Brand name or equal specification.
- Sec. 1-45. Brand name specification.
- Sec. 1-46. Reserved.

#### **Article V. Procurement of Public Projects and Professional Design Services**

- Sec. 1-47. Definitions.
- Sec. 1-48. Procurement of public projects.
- Sec. 1-49. Public project informal bidding procedures.
- Sec. 1-50. Public project formal bidding procedures.
- Sec. 1-51. Procurement of professional design services.
- Sec. 1-52. Procurement of construction services.
- Sec. 1-53. Public project emergencies procedures.
- Sec. 1-54--1-57. Reserved.

#### **Article VI. Contract Terms and Conditions**

- Sec. 1-58. Contract terms and conditions.
- Secs. 1-59--1-61. Reserved.

#### **Article VII. Cost Principles**

- Sec. 1-62. Cost principles.
- Sec. 1-63. Cost or pricing data.
- Secs. 1-64, 1-65. Reserved.

#### **Article VIII. Materials Management**

- Sec. 1-66. Definitions.
- Sec. 1-67. Materials management guidelines.
- Sec. 1-68. Inventory management.
- Sec. 1-69. Disposition of surplus property.
- Secs. 1-70--1-74. Reserved.

## **Article IX. Legal and Contractual Remedies**

- Sec. 1-75. Definitions.
- Sec. 1-76. Authority of the Chief Procurement Officer.
- Sec. 1-77. Right to protest.
- Sec. 1-78. Filing of a protest.
- Sec. 1-79. Time for filing protests.
- Sec. 1-80. Stay of procurements during the protest.
- Sec. 1-81. Confidential information.
- Sec. 1-82. Decision by the Chief Procurement Officer.
- Sec. 1-83. Remedies.
- Sec. 1-84. Appeals to the Fire Chief.
- Sec. 1-85. Notice of appeal.
- Sec. 1-86. Stay of procurement during appeal.
- Sec. 1-87. Contract procurement officer report.
- Sec. 1-88. Dismissal by the Fire Chief.
- Sec. 1-89. Remedies.
- Sec. 1-90. Filing of a contract claim.
- Sec. 1-91. Chief Procurement Officer's decision.
- Sec. 1-92. Issuance of timely decision.
- Sec. 1-93. Appeals to the Fire Chief.
- Sec. 1-94. Fire Authority claims against a contractor.
- Sec. 1-95. Mediation.
- Sec. 1-96. Arbitration.
- Sec. 1-97. Final decision by the Fire Chief.
- Sec. 1-98. Judicial review of protests or claims.
- Sec. 1-99. Exclusive remedy.
- Secs. 1-100--1-115. Reserved.

## **Article X. Cooperative Purchasing**

- Sec. 1-116. Definitions.

Sec. 1-117. Applicability.

Sec. 1-118. Cooperative purchasing agreements required.

Sec. 1-119. Cooperative purchasing authorized.

Secs. 1-120, 1-121. Reserved.

**Article XI. Reserved**

Secs. 1-122--1-126. Reserved.

**Article XII. Ethics in Public Contracting**

Sec. 1-127. Procurement Ethics Standards

Secs. 1-128--1-130. Reserved.

## **ARTICLE I. GENERAL PROVISIONS**

### **Purpose**

The purpose of the Orange County Fire Authority Procurement Code is to:

- (a) Simplify, clarify, centralize, and modernize the Fire Authority's rules and regulations governing procurement.
- (b) Permit the continued development of best value procurement policies and practices.
- (c) Provide for increased public confidence in the procurement procedures followed by the Fire Authority.
- (d) Ensure the fair and equitable treatment of all persons who deal with the procurement system of the Fire Authority.
- (e) Provide increased economy in Fire Authority procurement activities and maximize, to the fullest extent practicable, the purchasing value of public monies of the Fire Authority, and foster effective broad-based competition within the free enterprise system.
- (f) Provide safeguards for the maintenance of a procurement system of quality and integrity.
- (g) Obtain in a cost-effective and timely manner the materials, services, and construction required by the Fire Authority to better serve its citizens.

### **Sec. 1-1. General Law.**

Pursuant to and to the extent required by Government Code Section 6509, the Orange County Fire Authority shall be restricted in the exercises of its powers in the same manner as is a general law city in accordance with the joint power agreement formed as of February 3, 1995, and as subsequently amended.

### **Sec. 1-2. Applicability.**

*Sec. 1-2(1).* The provisions of this code shall apply to the following:

- (a) Every expenditure of public monies by the Fire Authority irrespective of their source, including State and Federal assistance monies, for the procurement of materials, services, and public projects;
- (b) Disposal of property; and
- (c) Contracts where there is no expenditure of public monies or where the Fire Authority is offering something of value to the business community when the Fire Authority determines source selection and award of a contract.

*Sec. 1-2(2).* The following are exempt from the provisions of this code:

- (a) Grants awarded by the Fire Authority and approved by the Board of Directors;
- (b) The purchase, sale or lease of Fire Authority real property;
- (c) Contracts for professional witnesses if the purpose of such contracts is to provide for services or testimony relating to an existing or probable judicial proceeding in which the Fire Authority

is or may become a party to, and contracts for special investigative services for law enforcement purposes;

(d) Agreements negotiated by the Fire Authority in settlement of litigation or threatened litigation; or

(e) Contracts with other governmental agencies.

### **Sec. 1-3. Definitions.**

In this code, unless the context otherwise requires:

*Sec. 1-3(1). "Business"* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

*Sec. 1-3(2). "Change order"* means a written document authorized by the Chief Procurement Officer which directs the contractor to make changes with or without the consent of the contractor.

*Sec. 1-3(3). "Chief Procurement Officer"* means the official appointed by the Fire Chief as the purchasing and materials manager and the central procurement and contracting authority for the Fire Authority.

*Sec. 1-3(4). "Contract"* means all types of Fire Authority agreements, regardless of what they may be called, for the procurement of materials, maintenance, services, public works, construction or the disposal of materials.

*Sec. 1-3(5). "Construction"* means the process of building, reconstructing, erecting, altering, renovating, improving, demolishing, or repairing any Fire Authority owned, leased, or operated facility. Construction does not include maintenance work, which is defined to include routine, recurring, and usual work for the preservation or protection of any Fire Authority owned or operated facility for its intended purposes.

*Sec. 1-3(7). "Contract officer"* means any person duly authorized by the Chief Procurement Officer to facilitate the source selection process, including but not limited to; preparing solicitations and written determinations, conducting negotiations, making award recommendations, and administering contracts.

*Sec. 1-3(8). "Contractor" or "Consultant"* means any person who has a procurement contract with the Fire Authority.

*Sec. 1-3(9). "Days"*, unless otherwise specified, means calendar days and shall be computed by excluding the first day and including the last working day, unless the last day is a holiday, and then it is also excluded.

*Sec. 1-3(10). "Department"* means the Purchasing Section of the Business Services Department.

*Sec. 1-3(11). "Designee"* means a duly authorized representative of the Chief Procurement Officer, designated by the Chief Procurement Officer.

*Sec. 1-3(12). "Disposal of material"* means sale of surplus property by public auction, including online electronic auction, competitive sealed bidding, small purchase procedures, recycling, or other appropriate method designated by this code.

*Sec. 1-3(13). "Electronic"* means electrical, digital, magnetic, optical, electromagnetic, or any other

similar technology.

*Sec. 1-3(14). "Emergency"* means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

*Sec. 1-3(15). "Executive Committee"* means the Executive Committee of the Orange County Fire Authority Board of Directors.

*Sec. 1-3(16). "Fire Authority"* means the Orange County Fire Authority.

*Sec. 1-3(17). "Grant"* means the furnishing of assistance, whether financial or otherwise, to any person to support a program authorized by law. Grant does not include an agreement whose primary purpose is to procure a specific end product, whether in the form of materials, services or construction. A contract resulting from such an agreement is not a grant but a procurement contract.

*Sec. 1-3(18). "Materials"* means all property, including but not limited to, equipment, supplies, printing, insurance and buildings but does not include land, a permanent interest in land or leases of real property.

*Sec. 1-3(19). "Person"* means any corporation, consultant, business, individual, union, committee, club, other organization or group of individuals.

*Sec. 1-3(20). "Procurement"* means buying, purchasing, renting, leasing, or otherwise acquiring any materials, services, or construction. Procurement also includes all functions that pertain to the acquisition of any material, service, or construction including but not limited to, description of requirements, selection and solicitation of sources, preparation, negotiation and, award of contract, and all phases of contract administration.

*Sec. 1-3(21). "Professional service"* means a unique, technical function performed by an independent contractor or firm qualified by education, experience, and/or technical ability to provide services and may include consulting, marketing analysis, banking services, auditing, software development/design, and editing services.

*Sec. 1-3(22). "Public notice"* means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods may include electronic mailing lists and a website maintained for that purpose.

*Sec. 1-3(23). "Services"* means the furnishing of labor, time or effort by a contractor, consultant, subcontractor or sub-consultant which does not involve the delivery of a specific end product other than required design documents or reports and performance. Services do not include employment agreements or collective bargaining agreements. The definition of services includes, but is not limited to: consulting, personal, professional, legal counsel, auditing, technical, professional design and construction services.

*Sec. 1-3(24). "Sole Source"* means a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions.

*Sec. 1-3(25). "Subcontractor or subconsultant"* means a person who contracts to perform work or render service to a contractor or consultant as defined by this section or to another subcontractor or subconsultant as a part of a contract with the Fire Authority.



*Sec. 1-3(26). "Written or in writing"* means the product of any method for forming characters on paper or other material or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

*Sec. 1-3(27). "Using department"* means any organizational unit of the Fire Authority, which utilizes any materials, services or construction procured under this code.

**Sec. 1-4. Supplementary general principles of law applicable.**

Unless displaced by the particular provisions of this code, the principles of law and equity, including the uniform commercial code of this state, the common law of contracts as applied in this state and law relative to agency, fraud, misrepresentation, duress, coercion and mistake supplement the provisions of this code.

**Sec. 1-5. Requirement of good faith.**

This code requires all parties involved in the negotiation, performance, or administration of Fire Authority contracts to act in good faith.

**Sec. 1-6. Confidential information.**

All bids, proposals, offers, specifications, or protests submitted to the Fire Authority are subject to public inspection and disclosure under the California Public Records Act (Government Code Section 6250 et seq.). If a person believes that any portion of its bid, proposal, offer, specifications or protest is exempt from public disclosure, such portion may be marked "confidential." Except as required by law or court order, the Fire Authority will use reasonable means to ensure that such confidential information is safeguarded.

**Secs. 1-7--1-10. Reserved.**

## **ARTICLE II. CHIEF PROCUREMENT OFFICER AUTHORITY**

**Sec. 1-11. Authority of the Chief Procurement Officer.**

*Sec. 1-11(1).* Except as otherwise provided in this code, the Chief Procurement Officer may adopt operational procedures consistent with this code governing the procurement and management of all materials, services, and construction to be procured by the Fire Authority and the disposal of materials.

*Sec. 1-11(2).* The Chief Procurement Officer shall serve as the central procurement and contracting authority of the Fire Authority.

*Sec. 1-11(3).* Except as otherwise provided in this code, the Chief Procurement Officer shall:

- (a) Procure or supervise the procurement of all materials, services and construction needed by the Fire Authority and establish the methods and procedures necessary for the proper, efficient, and economical functioning of the procurement program.
- (b) Establish guidelines for the management of all inventories of materials belonging to the Fire Authority.
- (c) Sell, trade or otherwise dispose of surplus materials belonging to the Fire Authority in accordance with the provisions of Section 1-69.

- (d) Prepare, issue, revise, maintain, and monitor the use of specifications for materials, services and construction required by the Fire Authority.
- (e) Manage the Fire Authority's procurement card (pCard) program.
- (f) Furnish the Board of Directors with such reports and information as the Board may require.

*Sec. 1-11(4).* The Chief Procurement Officer may delegate procurement authority to designees or to any using department or official of the Fire Authority.

*Sec. 1-11(5).* The Chief Procurement Officer may determine in writing that noncompliance with any provision of this code is not substantial and may allow for correction or may waive minor informalities or irregularities. The basis for the decision shall be included in the determination.

*Sec. 1-11(6).* The Chief Procurement Officer, in accordance with this code, shall have the authority to award contracts not exceeding the amount defined under management authority in the Roles and Responsibilities Matrix. Contracts exceeding management authority shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or the Board of Directors.

*Sec. 1-11(7).* Except in cases of emergency, pursuant to Section 1-22, or where the Board of Directors or the Executive Committee has retained authority, no purchase of services, supplies and equipment by any person other than the Chief Procurement Officer or designee shall be binding upon the Fire Authority or constitute lawful charge against Fire Authority funds.

**Sec. 1-12. Written determinations.**

Written determinations required by this code shall be retained in the department.

**Secs. 1-13, 1-14. Reserved.**

## **ARTICLE III. SOURCE SELECTION AND CONTRACT FORMATION**

**Sec. 1-15. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-15(1). "Best value"* means a method in the competitive sealed proposal process which permits the evaluation of criteria to determine the best overall value to the Fire Authority.

*Sec. 1-15(2). "Discussions"* means communication with an offeror, bidder or respondent for the purpose of:

- (a) Eliminating minor irregularities, informalities, or apparent clerical mistakes in the offer or response;
- (b) Clarifying any offer or response to assure full understanding of, and responsiveness to, solicitation requirements;
- (c) Resolving minor variations in contract terms and conditions; or
- (d) Establishing the competency or financial stability of any offeror, bidder or respondent.

*Sec. 1-15(3). "Invitation for bid"* means all documents, written or electronic, whether attached or

incorporated by reference, which are used for soliciting bids in accordance with the procedures prescribed in Section 1-17.

*Sec. 1-15(4). "Minor informalities or irregularities"* means mistakes, or non-judgmental errors, that have negligible effect on price, quantity, quality, delivery, or other contractual terms whereby the waiver or correction of such mistakes does not prejudice other bidders, offerors or respondents.

*Sec. 1-15(5). "Negotiations"* means an exchange of information or any form of cooperation during which the offeror and the Fire Authority may alter or otherwise change the conditions, terms, and price, unless prohibited, of the proposed contract.

*Sec. 1-15(6). "Registered supplier"* means a supplier, vendor, or contractor that that has registered as an interested party to do business with the Fire Authority.

*Sec. 1-15(7). "Request for proposals"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting proposals in accordance with procedures prescribed in Section 1-18.

*Sec. 1-15(8). "Request for qualifications"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting responses from qualified respondents in accordance with Article V.

*Sec. 1-15(9). "Responsible bidder, offeror, or respondent"* means a person who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the procurement contract.

*Sec. 1-15(10). "Responsive bidder"* means a person who submits a bid which conforms in all material respects to a solicitation.

*Sec. 1-15(11). "Solicitation"* means an invitation for bids, a request for technical proposals, a request for proposals, a request for qualifications, a request for quotations, or any other invitation or request by which the Fire Authority invites a person to participate in a procurement.

#### **Sec. 1-16. Methods of source selection.**

All contracts of the Fire Authority shall be awarded by one of the methods of source selection specified in this code.

#### **Sec. 1-17. Competitive sealed bidding.**

*Sec. 1-17(1). Invitation for bids.*

- (a) Competitive sealed bids shall be solicited through an invitation for bids. The invitation for bids shall include specifications and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.
- (b) A prequalification process may be conducted prior to the issuance of an invitation for bids in order to establish a list of qualified bidders. In the event a prequalification process is used, the contract officer shall only consider bids that are submitted from prequalified bidders.

*Sec. 1-17(2). Public notice.* Notice of the invitation for bids shall be electronically posted and the invitation for bids shall be available for public inspection not less than fourteen (14) days prior to the date set forth therein for the opening of bids. A shorter time may be deemed necessary for a particular procurement as determined in writing by the Chief Procurement Officer. The public notice

shall state the place, date, and time of bid opening.

*Sec. 1-17(3). Pre-bid conference.* The Chief Procurement Officer may conduct a pre-bid conference. If a pre-bid conference is conducted, it shall be not less than seven days before the bid due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-17(4). Solicitation amendment.* The Chief Procurement Officer shall issue a solicitation amendment to do any or all of the following:

- (a) Make a correction in the solicitation;
- (b) Correct defects or ambiguities;
- (c) Provide additional information or instructions; or
- (d) Extend the offer due date and time if the Chief Procurement Officer determines that an extension is in the best interest of the Fire Authority.

If a solicitation is changed by a solicitation amendment, the Chief Procurement Officer shall post the amendment electronically and notify registered suppliers. It is the responsibility of the offeror to obtain any solicitation amendments and acknowledge receipt of amendment as specified in the solicitation amendment.

*Sec. 1-17(5). Late bids.* A bid is late if it is received at the location designated in the invitation for bids after the time and date set for bid opening. A late bid shall be rejected. Bidders submitting bids that are rejected as late shall be so notified.

*Sec. 1-17(6). Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. A secure web-based system or other appropriate media may be used in lieu of public bid opening, provided that the accuracy, confidentiality, and reliability is maintained. The name of each bidder and the amount of each bid, as well as other relevant information as the Chief Procurement Officer deems appropriate shall be recorded. Unless otherwise determined by the Chief Procurement Officer, this record shall be open to public inspection. In the event no attendees are present for bid opening, the sealed bids shall be opened by the department and a "bid" or "no bid" may be recorded on the tabulation. The bids shall not be available for public inspection until after a contract is awarded. After a notice of intent to award is issued or, in the absence of a notice of intent to award, after final execution of the contract, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-17(7). Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this code. Bids shall be evaluated based on the requirements set forth in the invitations for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids.

*Sec. 1-17(8). Correction or withdrawal of bids; cancellation of awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received by the department prior to the time set for bid opening.

Mistakes discovered after bid opening may be modified or withdrawn only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other bid provisions prejudicial to the interest of the Fire Authority or fair competition shall be permitted. In lieu of bid correction, a bidder alleging a mistake may be permitted to withdraw its bid if:

- (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Chief Procurement Officer.

*Sec. 1-17(9). Contract award.*

- (a) *General.* The contract shall be awarded by appropriate notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to requirements and criteria set forth in the invitation for bids.
- (b) *Public record.* After the Fire Authority issues a notice of intent to award, or in the absence of a notice of intent to award upon final contract execution, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.
- (c) *Encumbrance of funds.* Except in cases of emergency, or in cases where specific authority has been first obtained from the Fire Chief, the Chief Procurement Officer shall not issue any purchase orders for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which said purchase is to be charged. All purchases, regardless of encumbrances, shall be made in conformance with the policies established by this code.
- (d) *Procurement of recycled material.* Recycled products shall be used whenever practicable when they are of comparable quality, of equivalent price and appropriate for the intended use. Recycled products shall be procured in accordance with Public Contract Code, Section 22150, et seq.

*Sec. 1-17(10). Low tie bids.* If there are two (2) or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria and that meet all the requirements and criteria set forth in the invitation for bids, award may be made by random selection in a manner prescribed by the Chief Procurement Officer.

**Sec. 1-18. Competitive sealed proposals.**

*Sec. 1-18(1). Request for proposals.*

- (a) Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall include a scope of work and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.

- (b) A prequalification process may be conducted prior to the issuance of a request for proposals in order to establish a list of qualified offerors. In the event a prequalification process is used, the contract officer shall only consider proposals that are submitted from prequalified offerors.

*Sec. 1-18(2). Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 1-17(2).

*Sec. 1-18(3). Pre-proposal conference.* The Chief Procurement Officer may conduct a pre-proposal conference. If a pre-proposal conference is conducted, it shall be not less than seven days before the offer due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-18(4). Solicitation amendment.* Solicitation amendments shall be handled in the same manner as provided in Section 1-17(4).

*Sec. 1-18(5). Late proposals.* A proposal is late if it is received at the location designated in the request for proposals after the time and date set for receipt of proposals. Late proposals shall be rejected in accordance with Section 1-17(5).

*Sec. 1-18(6). Receipt of proposals.* Proposals shall not be opened publicly. No proposals shall be handled as to permit disclosure of the contents of any proposal to competing offerors. Proposals shall be open for public inspection after final execution of the contract, except to the extent that the withholding of information is permitted or required by law. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-18(7). Evaluation of proposals.*

- (a) *Evaluation criteria.* The request for proposals shall state the criteria to be used in the evaluation of the proposals and shall include their relative importance. Specific numerical weighting is not required.
- (b) *Selection committee.* The Chief Procurement Officer shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No other factors or criteria may be used in the evaluation.

*Sec. 1-18(8). Discussion with offerors.* Discussions may be conducted with offerors.

*Sec. 1-18(9). Negotiations with offerors and revisions to proposals.* Negotiations may be conducted with offerors. 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.

- (a) *Concurrent negotiations.* Negotiations may be conducted concurrently with offerors for the purpose of determining source selection and/or contract award.
- (b) *Exclusive negotiations.* Exclusive negotiations may be conducted with the offeror whose proposal is determined in the source selection process to be most advantageous to the Fire Authority. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the Fire



Authority may enter into exclusive negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

*Sec. 1-18(10). Contract award.* Contract award shall be made by the Chief Procurement Officer to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Fire Authority taking into consideration the evaluation criteria set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

#### **Sec. 1-19. Contracting for legal counsel.**

*Sec. 1-19(1). Authority.* For the purpose of procuring the services of legal counsel, as defined by the laws of the state, contracts for the services of legal counsel shall be awarded with the authorization of the Board of Directors or the Executive Committee except as otherwise provided by law.

*Sec. 1-19(2). Conditions for use.* Unless determined by the Board of Directors or the Executive Committee that direct selection is in the best interest of the Fire Authority, the services of legal counsel shall be procured in accordance with this code.

#### **Sec. 1-20. Small purchases.**

*Sec. 1-20(1). General.* Any contract for the purchase of supplies, equipment and services (including maintenance) not exceeding fifty thousand dollars (\$50,000.00) may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

*Sec. 1-20(2). Small purchases over ten thousand dollars (\$10,000.00).* Insofar as it is practical for small purchases in excess of ten thousand dollars (\$10,000.00) but less than fifty thousand dollars (\$50,000.00), no less than three (3) businesses shall be solicited to submit quotations. Award shall be made to the responsible bidder submitting the quotation which is most advantageous to the Fire Authority and conforms in all material respects to the solicitation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be maintained as a public record. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest of the Fire Authority to do so.

*Sec. 1-20(3). Small purchases less than ten thousand dollars (\$10,000.00).* The Chief Procurement Officer shall adopt operational procedures for making small purchases of ten thousand dollars (\$10,000.00) or less.

#### **Sec. 1-21. Sole source procurement.**

Notwithstanding any other provisions of this code, a contract may be awarded without competition when the Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service, or construction item. The using department requesting a sole source procurement shall provide written evidence to support a sole source determination. The Chief Procurement Officer may require that negotiations are conducted as to price, delivery, and terms. The Chief Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or Board of Directors. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a

public record.

**Sec. 1-22. Emergency procurements.**

Notwithstanding any other provisions of this code, the Fire Chief may make or authorize others to make emergency procurements of materials, services, or construction when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with Sections 1-17, 1-18, 1-49, or 1-50 contrary to the public interest; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The using department requesting an emergency procurement shall provide written evidence to support an emergency determination. An emergency procurement shall be limited to those materials, services, or construction necessary to satisfy the emergency need. Emergency procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Chair or Vice Chair of the Board of Directors. A written determination of the basis for the emergency and for the selection of the particular contractor shall be maintained as a public record.

**Sec. 1-23. Special procurements.**

Notwithstanding any other provisions of this code, the Executive Committee or the Board of Directors may authorize procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance) when, due to unusual or special circumstances, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services). This is not applicable to the procurement of construction services (Section 1-50). The using department requesting a special procurement shall provide written evidence to support a special procurement determination. Any special procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer of the basis for the special procurement and for the selection of the particular contractor shall be maintained as public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and a wise exercise of discretion and is in the public interest.

**Sec. 1-24. Cancellation of solicitations.**

*Sec. 1-24(1). Cancellation of solicitations.* An invitation for bids, a request for proposals, a request for qualifications, or other solicitation may be cancelled, or any or all bids, proposals or statements of qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the Fire Authority.

*Sec. 1-24(2). Prior to opening.*

- (a) As used in this section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications or receipt of proposals in competitive sealed proposals.
- (b) Prior to opening, a solicitation may be cancelled in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services, or construction;
  - ii. The Fire Authority no longer can reasonably expect to fund the procurement; or
  - iii. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is in the best interest of the Fire Authority.

- (c) When a solicitation is cancelled prior to opening, notice of cancellation shall be publicly posted.
- (d) The notice of cancellation shall:
  - i. Identify the solicitation;
  - ii. Briefly explain the reason for cancellation; and
  - iii. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services, or construction.

*Sec. 1-24(3). After opening.*

- (a) After opening but prior to award, all bids, proposals or statements of qualifications may be rejected in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services or construction;
  - ii. Ambiguous or otherwise inadequate specifications or scopes of work were part of the solicitation;
  - iii. The solicitation did not provide for consideration of all factors of significance to the Fire Authority;
  - iv. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
  - v. All otherwise acceptable bids, statements of qualifications or proposals received are at clearly unreasonable prices;
  - vi. There is reason to believe that the bids, statements of qualifications or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or
  - vii. Competition was insufficient.
- (b) A notice of rejection shall be sent to all persons that submitted bids, statements of qualifications or proposals, and it shall conform to subsection 1-24(2) (d) of this section.
- (c) If all bids, proposals or request for qualifications are rejected, all bids, proposals or statements received shall remain, to the extent possible, confidential.

*Sec. 1-24(4). Documentation.* The reasons for cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

**Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications.**

- (a) A bid may be rejected if:
  - i. The bidder is determined to be non-responsible pursuant to Section 1-26;
  - ii. The bid is nonresponsive in accordance with Section 1-17; or
  - iii. It is otherwise not advantageous to the Fire Authority.
- (b) A proposal, statement of qualifications, or quotation may be rejected if:

- i. The person responding to the solicitation is determined to be non-responsible pursuant to Section 1-26; or
- ii. The proposal is incomplete, nonresponsive to solicitation requirements; or
- iii. The proposed price exceeds available funds or is unreasonable; or
- iv. It is otherwise not advantageous to the Fire Authority.

(c) The reasons for rejection shall be made a part of the procurement file and shall be available for public inspection.

#### **Sec. 1-26. Responsibility of bidders, offerors and respondents.**

*Sec. 1-26(1). Findings of non-responsibility.* If a bidder, offeror or respondent who otherwise would have been awarded a contract is found non-responsible, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the contract officer. The unreasonable failure of a bidder, offeror or respondent to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a finding of non-responsibility with respect to such bidder or offeror. The written finding shall be made part of the contract file and be made a public record.

*Sec. 1-26(2). Right of nondisclosure.* Except as required by law or court order, confidential information furnished by a bidder, offeror or respondent pursuant to this section shall not be disclosed by the Fire Authority outside of the agency, or using department, without prior written consent by the bidder, offeror or respondent.

*Sec. 1-26(3). Factors.* Factors to be considered in determining if a prospective contractor is responsible include:

- (a) The proposed contractor's financial, physical, personnel or other resources, including subcontracts;
- (b) The proposed contractor's record of performance and integrity;
- (c) Whether the proposed contractor is qualified legally to contract with the Fire Authority; and
- (d) Whether the proposed contractor supplied all necessary information concerning its responsibility.

*Sec. 1-26(4). Responsibility criteria.* The contract officer may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation.

#### **Sec. 1-27. Bid and contract security, material or service contracts.**

The Chief Procurement Officer may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Chief Procurement Officer shall consider the nature of the performance and the need for future protection to the Fire Authority. The requirement for security must be included in the invitation for bids, invitation for reverse auction bids or request for proposals. Failure to submit security in the amount and type of security required may result in the rejection of the bid or proposal.

#### **Sec. 1-28. Types of contracts.**

Subject to the limitations of this code, any type of contract which will promote the best interests of the Fire Authority may be used.

**Sec. 1-29. Approval of accounting system.**

The Chief Procurement Officer may require that the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles prior to award of a contract.

**Sec. 1-30. Multi-year contracts.**

Unless otherwise provided by law, a contract for materials, services or construction may be entered into for any period of time deemed to be in the best interest of the Fire Authority, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

**Sec. 1-31. Right to inspect.**

The Fire Authority may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or sub-consultant that is related to the performance of any contract awarded or to be awarded by the Fire Authority.

**Sec. 1-32. Right to audit records.**

*Sec. 1-32(1).* The Fire Authority may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data as provided in Article VII of this code to the extent that the books and records relate to the cost or pricing data. Any person who is awarded a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless otherwise specified in the contract.

*Sec. 1-32(2).* The Fire Authority is entitled to audit the books and records of a contractor, consultant or any subcontractor or sub-consultant under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract or consultant, and by the subcontractor or sub-consultant for a period of three (3) years from the date of final payment under the subcontract, unless otherwise specified in the contract.

**Sec. 1-33. Reporting of anticompetitive practices.**

If for any reason collusion or other anticompetitive practices are suspected among any bidders, offerors or respondents a notice of the relevant facts shall be transmitted to the Chief Procurement Officer. This section does not require a law enforcement agency conducting an investigation into such practices to convey such notice to the Chief Procurement Officer.

**Sec. 1-34. Prospective vendors lists.**

*Sec. 1-35(1).* The Chief Procurement Officer shall maintain a prospective vendors list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a Fire Authority contract.

*Sec. 1-35(2).* Persons desiring to be included on the prospective vendors list may register with the department electronically. The department may remove a person from the prospective vendors list if it is determined that inclusion is not advantageous to the Fire Authority.

*Sec. 1-35(3).* It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

**Sec. 1-35. Contract form and execution.**

All contracts entered into under this code not exceeding the amount established by Section 1-11(6) shall be executed in the name of the Fire Authority by the Chief Procurement Officer. Contracts entered into under this code exceeding the amount established by Section 1-11(6) approved by the Executive Committee shall be executed by the Fire Chief, approved as to form by the General Counsel to the Fire Authority and countersigned by the Clerk of the Authority.

**Sec. 1-36. Assignment of rights and duties.**

The Chief Procurement Officer shall have the rights and duties of the Fire Authority to contract for the purchase of all services, supplies, equipment and other personal property required by the Fire Authority in accordance with the code and all policies and procedures adopted by the Board of Directors, and administrative procedures approved by the Fire Chief, or as otherwise provided by law. Except in cases where the Board of Directors or the Executive Committee has retained authority, the purchase of services, supplies and equipment are not transferable or otherwise assignable without the written consent of the Chief Procurement Officer.

**Sec. 1-37--1-40. Reserved.**

## **ARTICLE IV. SPECIFICATIONS**

**Sec. 1-41. Definition.**

As used in this article, "specification" is used interchangeably with "scope", "scope of services", or "scope of work" and means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service, or construction item for delivery.

**Sec. 1-42. Maximum practicable competition.**

*Sec. 1-42(1).* All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the Fire Authority's needs and shall not be unduly restrictive.

*Sec. 1-42(2).* To the extent practicable and unless otherwise permitted by this code, all specifications shall describe the Fire Authority's requirements in a manner that does not unnecessarily exclude a material, service, or construction item.

*Sec. 1-42(3).* Restrictive specifications shall not be used unless such specifications are required and it is not practicable or advantageous to use a less restrictive specification. The using department requesting a restrictive specification shall provide written evidence to support the restrictive specification. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of restrictive specifications.

*Sec. 1-42(4).* To the extent practicable, the Fire Authority shall use accepted commercial specifications and shall procure standard commercial materials.

**Sec. 1-43. Specifications prepared by other than Fire Authority personnel.**

The requirements of this code regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared other than by Fire Authority personnel, including, but not limited to, those prepared by architects, engineers, designers, and consultants for public contracts, or subcontractors. No person preparing specifications shall receive any direct or indirect benefit from the utilization of such specifications.



**Sec. 1-44. Brand name or equal specification.**

A brand name or equal specification may be used to describe the standards of quality, performance, and other characteristics needed to meet the requirements of a solicitation, and which invites offers for equivalent products from a manufacturer.

**Sec. 1-45. Brand name specification.**

A brand name specification may be used to identify the sole acceptable item that meets the Fire Authority's needs. The using department requesting a brand name specification shall provide written evidence to support a brand name determination. A written determination by the Chief Procurement Officer of the basis for the brand name shall be maintained as public record. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of a brand name specification.

**Sec. 1-46. Reserved.**

**ARTICLE V.  
PROCUREMENT OF PUBLIC WORKS PROJECTS AND  
PROFESSIONAL DESIGN SERVICES**

**Sec. 1-47. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-47(1). "Capital improvement"* means an outlay of funds for the acquisition or improvement of real property, which extends the life or increases the productivity of the real property.

*Sec. 1-47(2). "Contractor"* shall mean any corporation, partnership, individual, sole proprietorship, joint venture or other legal entity which enters into a contract to sell commodities, services, or construction services to the Fire Authority.

*Sec. 1-47(4). "Construction project management"* means those services provided by a licensed architect, registered engineer, or licensed general contractor.

*Sec. 1-47(5). "Construction services"* means either of the following for construction- manager-at-risk, and design-build project delivery methods:

- (a) Construction, excluding services, through the construction-manager-at-risk project delivery methods.
- (b) A combination of construction and, as elected by the Fire Authority, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definitions of construction- manager-at-risk, and design-build in this section.

*Sec. 1-47(6). "Construction-manager-at-risk"* means a project delivery method in which:

- (a) There is a separate contract for design services and a separate contract for construction services.
- (b) The contract for construction services may be entered into at the same time as the contract for design services or at a later time.

- (c) Design and construction of the project may be in sequential phases or concurrent phases.
- (d) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(7). "Cost"* means the aggregate cost of all materials and services, including labor performed by force account.

*Sec. 1-47(8). "Design-bid-build"* means a project delivery method in which:

- (a) There is a sequential award of two (2) separate contracts.
- (b) The first contract is for design services.
- (c) The second contract is for construction.
- (d) Design and construction of the project are in sequential phases.
- (e) Finance services, maintenance services and operations services are not included.

*Sec. 1-47(9). "Design-build"* means a project delivery method in which:

- (a) There is a single contract for design services and construction services.
- (b) Design and construction of the project may be in sequential phases or concurrent phases.
- (c) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(10). "Design professional"* means an architect or engineer, or both, duly licensed for professional practice, who may be employed by an owner for the purpose of designing a project.

*Sec. 1-47(11). "Emergency for Public Projects"* shall have the meaning provided in Public Contract Code Sections 22035 and 22050.

*Sec. 1-47(12). "Facility"* means any plant, building, structure, ground facility, real property, street, highway or other public work improvement.

*Sec. 1-47(13). "Firm"* means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.

*Sec. 1-47(14). "Finance services"* means financing for a construction services project.

*Sec. 1-47(15). "Force account"* means work performed on public projects by the Fire Authority's regularly employed personnel.

*Sec. 1-47(16). "Maintenance work"* shall have the meaning provided in Public Contract Code Section 22002(d), as that section may be amended from time to time, and shall include the following:

- (a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

- (b) Minor repainting.
- (c) Resurfacing of streets and highways at less than one inch.
- (d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

*Sec. 1-47(17). "Preconstruction services"* means advice during the design phase.

*Sec. 1-47(18). "Professional design services"* means architect services, engineering services, geologist services, landscape architect services, and land surveying service or any combination of those services that are legally required to be accomplished, reviewed, and approved by professionals registered to practice in the pertaining discipline in the State of California.

*Sec. 1-47(19). "Professional engineer"* refers to a person engaged in the professional practice of rendering service or creative work requiring education, training and experience in engineering sciences and the application of special knowledge of the mathematical, physical and engineering sciences in such professional or creative work as consultation, investigation, evaluation, planning or design of public or private utilities, structures, machines processes, circuits, buildings, equipment or projects, and supervision of construction for the purpose of securing compliance with specifications and design for any such work.

*Sec. 1-47(20). "Public project"* shall have the meaning provided in Public Contract Code Section 22002(c), as that section may be amended from time to time, and shall include the following:

- (a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (b) Painting or repainting of any publicly owned, leased, or operated facility.
- (c) *"Public project"* does not include maintenance work.

*Sec. 1-47(21). "Public works contract"* means an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

*Sec. 1-47(22). "Solicitation"* shall mean an invitation for bids, request for quotations, request for qualifications, or request for proposals issued by the Fire Authority for the purpose of requesting bids, quotes or proposals to perform a contract.

*Sec. 1-47(23) "Uniform Public Construction Cost Accounting Act"* is an alternative method for public project work performed or contracted by public entities in California as defined by Public Contract Code Section 22000 et seq. The Fire Authority adopted the alternative informal bidding procedures on February 22, 1996 establishing informal bidding procedures for public works.

## **Sec. 1-48 Procurement of public projects.**

*Sec. 1-48(1).* Procurement of public projects, in accordance with the limits listed in Section 22302 of the Public Contract Code, as those limits may be amended from time to time, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest

of the Fire Authority.

*Sec. 1-48(2).* Contracts for construction shall be solicited through a competitive sealed bid process except as otherwise provided for in Sections 1-52 (procurement of construction services), 1-20 (small purchases), 1-21 (sole source procurement), and 1-22 (emergency procurements). The Chief Procurement Officer shall award contracts for public projects in accordance with the requirements of Public Contract Code Section 22000 et seq. and this code.

*Sec. 1-48(3). Force Account and informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(a), as amended from time to time, may be performed by the employees of the Fire Authority, by negotiated contract, or by purchase order.

*Sec. 1-48(4). Informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(b), as amended from time to time, may be let to contract by informal bidding procedures as set forth in Section 1-49(1).

*Sec. 1-48(5). Formal bidding procedures.* Public projects exceeding the amount set forth in Public Contract Code Section 22032(c), as may be amended from time to time, shall be let to contract by formal bidding procedures as set forth in Section 1-50.

*Sec. 1-48(6) Payment bond.* In accordance with the Civil Code Section 9550 et seq. all public works bids involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall require a payment bond in an amount not less than 100 percent of the total amount payable pursuant to the public works contract.

#### **Sec. 1-49. Public project informal bidding procedures.**

*Sec. 1-49(1).* Public projects which are subject to the informal bidding procedures as set forth in Section 1-48, shall be awarded to the lowest responsible bidder in accordance with the Public Contract Code Section 22000 et seq.

*Sec. 1-49(2). Contractors list.* The Fire Authority shall maintain a list of qualified contractors, identified according to categories of work. The development and maintenance of the list shall be in accordance with the provisions in the Public Contract Code Section 22034 and criteria established from time to time by the California Uniform Construction Cost Accounting Commission.

*Sec. 1-49(3). Notice inviting informal bids.* All contractors on the list of qualified contractors for the category of work to be bid or all construction trade journals as specified in the Public Contract Code Section 22036, or both, shall be sent a notice inviting informal bids unless the product or service delivery is proprietary. Additional contractors and/or construction trade journals may be notified at the discretion of the Chief Procurement Officer. If there is no list of qualified contractors maintained by the Fire Authority for the particular category of work to be performed, the notice shall be sent to the construction trade journals specified by the Commission.

*Sec. 1-49(4). Sending notices and descriptions of project.* All sending of notices to contractors and construction trade journals pursuant to Section 1-49(3) shall be completed not fewer than ten calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

*Sec. 1-49(5). Award of informal bids.* The Chief Procurement Officer is authorized to award informal bids for public projects.

*Sec. 1-49(6). Bids in excess of the formal bid limit.* If all bids received are in excess of the amount set forth in Public Contract Code Section 22032(b), as may be amended from time to time, the Board of Directors may by passage of a resolution by a four-fifths vote, award the contract, to the lowest responsible bidder, if it determines the cost estimate was reasonable and the contract amount will not exceed the amount set forth in Public Contract Code Section 22034(d), as may be amended from time to time.

#### **Sec. 1-50. Public project formal bidding procedures.**

*Sec. 1-50(1).* Public projects which are subject to formal bidding procedures, shall be awarded to the lowest responsive and responsible bidder in accordance with the procedures set forth in this section.

*Sec. 1-50(2). Notice inviting formal bids.* The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days before the date of opening the bids, in a newspaper of general circulation within the jurisdiction of the Fire Authority. The notice inviting formal bids shall also be sent electronically to all construction trade journals specified for the County of Orange in the Public Contract Code Section 22036 at least fifteen (15) calendar days before the date of bid opening. In addition to notice required by this section, the Fire Authority may give other notice as it deems proper.

*Sec. 1-50(3). Adopt plans.* The Board of Directors of the Fire Authority shall adopt plans, specifications, and working details for all public projects as required by Public Contract Code 22039, exceeding the amount specified in the Public Contract Code Section 22032(c).

*Sec. 1-50(4). Bidder security.* All formal public projects shall require bidder's security as required by state law. Bid security shall be in an amount equal to at least ten percent of the amount bid, or such other amount as may be set forth in Public Contract Code Section 20171, as may be amended from time to time. Any bid bond submitted shall be executed by an admitted surety insurer which meets the rating requirements established by the risk manager or designee, made payable to the Fire Authority.

*Sec. 1-50(5). Prequalification.* The Fire Authority may require bidders to meet certain criteria in order to be placed upon a bidder's list to bid on formal public projects.

*Sec. 1-50(6). Award of formal bids.* The Board of Directors of the Fire Authority shall award all formal public works projects.

#### **Sec. 1-51. Procurement of professional design services.**

Contracts for professional design services shall be solicited and selected in accordance with Government Code Section 4525 et seq. through a request for qualifications.

#### **Sec. 1-52. Procurement of construction services.**

Contracts for construction services shall be solicited through a design-bid build or a design-build process in accordance with Public Contract Code Section 22160 et seq. except as otherwise provided for in Section 1-53. The Board of Directors or delegated authority shall award all contracts for construction services in accordance with the state requirements and this code.

#### **Sec. 1-53. Public project emergencies procedure.**

In cases of emergency, when repair or replacements are necessary to permit the continued conduct of the operation or services of the Fire Authority or to avoid danger to life or property, the Chair or Vice Chair

of the Board of Directors, after making a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and, that the action is necessary to respond to the emergency, may by a four-fifths vote, proceed at once to replace or repair any public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. The Fire Chief shall have the power to declare a public emergency when it is impractical to convene a meeting of the Board of Directors, subject to confirmation by the Board, by a four-fifths vote, at its next meeting and reviewed at least at every regularly scheduled meeting thereafter until the action is terminated. This procedure shall be subject to any other requirements of Public Contract Code Sections 22035 and 22050, as may be amended from time to time.

**Sec. 1-54--1-57. Reserved.**

## **ARTICLE VI. CONTRACT TERMS AND CONDITIONS**

**Sec. 1-58. Contract terms and conditions.**

All Fire Authority contracts shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Chief Procurement Officer shall have the authority to establish and modify any such terms and conditions.

**Secs. 1-59--1-61. Reserved.**

## **ARTICLE VII. COST PRINCIPLES**

**Sec. 1-62. Cost principles.**

The Chief Procurement Officer shall establish cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs.

**Sec. 1-63. Cost or pricing data.**

The submission of current cost or pricing data may be required in connection with any award, change order or contract modification.

**Secs. 1-64, 1-65. Reserved.**

## **ARTICLE VIII. MATERIALS MANAGEMENT**

**Sec. 1-66. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-66(1). "Property"* means controlled fixed assets including supplies, materials or equipment with a useful life of more than one (1) year and value greater than \$5,000.

*Sec. 1-66(2). "Property transfer"* means the transfer of controlled fixed assets between using agencies or transfer of property to or from the surplus property program.



*Sec. 1-66(3).* "Surplus property" means property no longer needed by using department for their operations, property in poor or non-working condition, or property that is a by-product (e.g. scrap metal, used tires and oil, etc.).

**Sec. 1-67. Materials management guidelines.**

The Chief Procurement Officer shall establish guidelines as may be required governing:

*Sec. 1-67(1).* The transfer of surplus property and operation of the surplus property program.

*Sec. 1-67(2).* The sale or disposal of surplus property, by auction, competitive sale or other authorized method.

*Sec. 1-67(3).* The trade-in of surplus property for purchase of new equipment.

**Sec. 1-68. Inventory management.**

The Chief Procurement Officer shall manage the Fire Authority service center which provides warehousing services including inventory management, shipping, receiving, storing, issuing and servicing of supplies and inventory for the Fire Authority. The Chief Procurement Officer will establish policies and procedures required for efficient and effective operation of the inventory system including the purchase of inventory, sale or other disposal of inventory items no longer needed, delivery and other services provided to using agencies.

**Sec. 1-69. Disposition of surplus property.**

*Sec. 1-69(1).* The Chief Procurement Officer will operate a surplus property program for the purpose of receiving, storing, transferring, or selling surplus property no longer needed by using agencies.

*Sec. 1-69(2).* Using agencies shall request department authorization to transfer controlled fixed assets to another using department, or to request transfer of property into or from the surplus property program.

*Sec. 1-69(3).* Unless otherwise provided for, surplus property no longer needed by any using department shall be offered through competitive sale to the highest responsible bidder.

*Sec. 1-69(4).* Unless otherwise provided, all proceeds from the sale of surplus property will be deposited into the Fire Authority's general fund. Proceeds from sale of enterprise, federal, grant or other special designation property will be reimbursed, less pro-rated selling expenses, to the appropriate fund, after completion of each sale.

*Sec. 1-69(5).* If surplus property has an estimated value of less than five thousand dollars (\$5,000) and it is proposed that the property may be donated, the Chief Procurement Officer has the authority to determine whether the proposed donation of the surplus property to another local agency or non-profit organization meets the intent of the California Constitution whereby when a public agency gives a surplus item to another organization, the item must be used for a public purpose of interest and benefit generally to the people of the agency's jurisdiction and in keeping with the agency's purpose. Said donations shall require the prior approval of the Fire Chief and a release of liability to the Fire Authority from the agency accepting the donated surplus property. Any request for donation with a fair market value exceeding five thousand dollars (\$5,000) shall require prior approval by the Board of Directors or the Executive Committee.

*Sec. 1-69(6).* If surplus property is deemed to have historical significance by the Fire Chief and or/his designee, the historical property will be transferred and placed in the custody of a designated

section manager for safe keeping.

**Secs. 1-70--1-74. Reserved.**

## **ARTICLE IX. LEGAL AND CONTRACTUAL REMEDIES**

### **Sec. 1-75. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-75(1). "Adequate evidence"* means more than mere accusation but less than substantial evidence. Consideration shall be given to the amount of credible information available, reasonableness in view of surrounding circumstances, corroboration, and other inferences that may be drawn from the existence or absence of affirmative facts.

*Sec. 1-75(2). "Contract claim"* means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, payment in a sum certain, adjustment or interpretation of contract terms, or other relief arising under or relating to the contract.

*Sec. 1-75(3). "Filed"* means delivery to the contract officer or to the Chief Procurement Officer, whichever is applicable. A time and date of receipt shall be documented in a verifiable manner for purposes of filing.

*Sec. 1-75(4). "Governing instruments"* means those legal documents that establish the existence of an organization and define its powers including articles of incorporation or association, constitution, charter and by-laws.

*Sec. 1-75(5). "Interested party"* means an actual or prospective bidder, respondent or offeror whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract or by the failure to award a contract. Whether an economic interest exists will depend upon the circumstances of each case. An interested party does not include a supplier, subconsultant or subcontractor to an actual or prospective bidder, respondent or offeror.

*Sec. 1-75(6). "Receipt"* means the earlier of actual receipt or the first attempted delivery by certified mail, or by any other means that provides evidence of the attempt, to the persons last known address.

*Sec. 1-75(7). "Substantial evidence"* means such relevant evidence as a reasonable person might accept as sufficient to support a particular conclusion.

### **Sec. 1-76. Authority of the Chief Procurement Officer.**

The Chief Procurement Officer shall have the authority to settle and resolve protests and contract claims. Appeals from the decisions of the Chief Procurement Officer may be made to the Fire Chief pursuant to the provisions of this article.

### **Sec. 1-77. Right to protest.**

Any actual interested party who is aggrieved in connection with the solicitation or award of a contract may

protest to the Chief Procurement Officer.

**Sec. 1-78. Filing of a protest.**

*Sec. 1-78 (1). "Content of protest".* The protest shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the protestant;
- (b) The signature of the protestant or its representative;
- (c) Identification of the solicitation or contract number;
- (d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) The form of relief requested.

**Sec. 1-79. Time for filing protests.**

*Sec. 1-79(1).* Protests concerning improprieties in a solicitation. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date.

*Sec. 1-79(2).* In cases other than those covered in subsection (1) of this section, protests shall be filed within seven (7) days after the aggrieved person knows or should have known of the facts giving rise thereto; however, in no event shall the protest be filed later than seven (7) days after issuance of intent to award.

*Sec. 1-79(3).* The Chief Procurement Officer, without waiving the Fire Authority's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.

*Sec. 1-79(4).* The Chief Procurement Officer shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right to intervene.

**Sec. 1-80. Stay of procurements during the protest.**

In the event of a timely protest under Section 1-79, the Fire Authority may proceed further with the solicitation or with the award of the contract unless the Chief Procurement Officer makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the Fire Authority.

**Sec. 1-81. Confidential information.**

*Sec. 1-81(1).* Material submitted by a protestant shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to Section 1-6.

*Sec. 1-81(2).* If the protestant believes the protest contains material that should be withheld, a statement advising the Chief Procurement Officer of this fact shall accompany the protest submission in accordance with Section 1-6.

## **Sec. 1-82. Decision by the Chief Procurement Officer.**

*Sec. 1-82(1).* The Chief Procurement Officer shall issue a written decision within fourteen (14) days after a protest has been filed pursuant to Section 1-78. The decision shall contain an explanation of the basis of the decision.

*Sec. 1-82(2).* The Chief Procurement Officer shall furnish a copy of the decision to the protestant, by e-mail and/or certified mail, return receipt requested, or by any other method that provides evidence of receipt.

*Sec. 1-82(3).* The time limit for decisions set forth in subsection (1) of this section may be extended by the Fire Chief for a reasonable time not to exceed thirty (30) days. The Chief Procurement Officer shall notify the protestant in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

*Sec. 1-82(4).* If the Chief Procurement Officer fails to issue a decision within the time limits set forth in subsection (1) or (3) of this section, the protestant may proceed as if the Chief Procurement Officer had issued an adverse decision.

*Sec. 1-82(5).* The Chief Procurement Officer's decision shall contain a statement regarding the appeals process that is available pursuant to this article.

## **Sec. 1-83. Remedies.**

*Sec. 1-83(1).* If the Chief Procurement Officer sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award, or contract award does not comply with the procurement code, the Chief Procurement Officer shall implement an appropriate remedy.

*Sec. 1-83(2).* In determining an appropriate remedy, the Chief Procurement Officer shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to:

- (a) The seriousness of the procurement deficiency;
- (b) The degree of prejudice to other interested parties or to the integrity of the procurement process;
- (c) The good faith of the parties;
- (d) The extent of performance;
- (e) Costs to the Fire Authority;
- (f) The urgency of the procurement; and
- (g) The impact of the relief on the using department's mission.

*Sec. 1-83(3).* An appropriate remedy may include one or more of the following:

- (a) Reject all bids, responses or proposals;
- (b) Terminate the contract;

- (c) Reissue the solicitation;
- (d) Issue a new solicitation;
- (e) Award a contract consistent with the procurement code;
- (f) Such other relief as is determined necessary to ensure compliance with the General Law and this code.

#### **Sec. 1-84. Appeals to the Fire Chief.**

*Sec. 1-84(1). Appeal.* An appeal from a decision entered or deemed to be entered by the Chief Procurement Officer shall be filed with the Fire Chief within seven (7) days from the date the decision is issued. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-84(2). Content of appeal.* The appeal shall contain:

- (a) The information set forth in Section 1-78, including the identification of confidential information in the manner set forth in Section 1-81;
- (b) A copy of the decision of the Chief Procurement Officer; and
- (c) The precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

#### **Sec. 1-85. Notice of appeal.**

*Sec. 1-85(1).* The Fire Chief shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings.

*Sec. 1-85(2).* The Fire Chief shall, upon request, furnish copies of the appeal to those named in subsection (1) of this section subject to the provisions of Section 1-81.

#### **Sec. 1-86. Stay of procurement during appeal.**

If an appeal is filed during the procurement and before an award of a contract and the procurement or award of the contract was stayed by the Chief Procurement Officer pursuant to Section 1-80, the filing of an appeal shall automatically continue the stay unless the Fire Chief makes a written determination that the procurement or award of the contract without delay is necessary to protect substantial interests of the Fire Authority.

#### **Sec. 1-87. Chief Procurement Officer's report.**

*Sec. 1-87(1). Report.* The Chief Procurement Officer shall file a report on the appeal with the Fire Chief within seven (7) days from the date the appeal is filed. At the same time, Chief Procurement Officer shall furnish a copy of the report to the appellant by e-mail and/or certified mail, return receipt requested or any other method that provides evidence of receipt, and to any interested parties who have responded to the notice given pursuant to Section 1-85(2). The report shall contain copies of:

- (a) The appeal;
- (b) Any other documents that are relevant to the protest; and

- (c) A statement by the Chief Procurement Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.

*Sec. 1-87(2). Extension for filing of report.*

- (a) The Chief Procurement Officer may request in writing an extension of the time period setting forth the reason for extension.
- (b) The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if an extension is granted, set forth a new date for the submission of the report. The Chief Procurement Officer shall notify the appellant in writing that the time for the submission of the report has been extended and the date by which the report will be submitted.

*Sec. 1-87(3). Comments on report.*

- (a) The appellant shall file comments on the Chief Procurement Officer's report with the Fire Chief within seven (7) days after receipt of the report. Copies of the comments shall be provided by the appellant to the Chief Procurement Officer and all other interested parties. The comments must contain a statement or confirmation as to the appellant's requested form of relief.
- (b) The Fire Chief may grant an extension on the time period to file comments pursuant to a written request made by the appellant within the period set forth in subsection (3)(a) of this section stating the reason an extension is necessary. The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if the extension is granted, set forth a new date for the filing of comments. The Fire Chief shall notify the Chief Procurement Officer of any extension.

**Sec. 1-88. Dismissal by the Fire Chief.**

The Fire Chief shall dismiss, upon a written determination, an appeal if:

*Sec. 1-88(1).* The appeal does not state a valid basis, including a detailed statement of the legal and factual grounds, for protest; or

*Sec. 1-88(2).* The appeal is untimely pursuant to Section 1-84(1).

**Sec. 1-89. Remedies.**

If the Fire Chief sustains the appeal in whole or part and determines that a solicitation, evaluation process, proposed award, or award does not comply with the general law and/or this code, remedies may be implemented pursuant to Section 1-83.

**Sec. 1-90. Filing of a contract claim.**

*Sec. 1-90(1).* "Content of claim". The claim shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the claimant;
- (b) The signature of the claimant or its representative;
- (c) Identification of the solicitation or contract number;



- (d) A detailed statement of the legal and factual grounds of the claim including copies of relevant documents; and
- (e) The form of relief requested.

#### **Sec. 1-91. Chief Procurement Officer's decision.**

*Sec. 1-91(1). Written decision.* If a contract claim cannot be resolved by mutual agreement, the Chief Procurement Officer shall, upon a written request by the contractor for a final decision, issue a written decision no more than sixty (60) days after the request is filed. Before issuing a final decision, the Chief Procurement Officer shall review the facts pertinent to the contract claim or controversy and secure any necessary assistance from legal, financial, procurement, and other advisors.

*Sec. 1-91(2). Final decision.* The Chief Procurement Officer shall furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The decision shall include:

- (a) A description of the claim;
- (b) A reference to the pertinent contract provision;
- (c) A statement of the factual areas of agreement or disagreement;
- (d) A statement of the Chief Procurement Officer's decision, with supporting rationale;
- (e) A statement regarding the appeals process that is available pursuant to this article.

#### **Sec. 1-92. Issuance of a timely decision.**

*Sec. 1-92(1).* The time limit for decisions set forth in Section 1-91(1) may be extended for good cause. The Chief Procurement Officer shall notify the contractor in writing that the time for the issuance of a decision has been extended and the date by which a decision is anticipated.

*Sec. 1-92(2).* If the Chief Procurement Officer fails to issue a decision within sixty (60) days after the request on a claim is filed or within the time prescribed under subsection (1) of this section, the contractor may proceed as if the Chief Procurement Officer had issued an adverse decision.

#### **Sec. 1-93. Appeals to the Fire Chief.**

*Sec. 1-93(1). Appeal of final decision.* An appeal of a final decision of a Chief Procurement Officer on a claim shall be filed with the Fire Chief within five (5) days from the date the decision is received. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-93(2). Content of appeal.* The appeal shall contain a copy of the decision of the Chief Procurement Officer and the basis for the precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

*Sec. 1-93(3). Final decision, mediation service or arbitration.* The Fire Chief may make the final decision in accordance with Section 1-97 or to refer to mediation services in accordance with Section 1-95 or refer to arbitration in accordance with Section 1-96.

#### **Sec. 1-94. Fire Authority claims against a contractor.**

All contract claims asserted by the Fire Authority against a contractor that are not resolved by mutual agreement shall promptly be referred by the Chief Procurement Officer to the Fire Chief for a final decision in accordance with Section 1-97, or mediation, in accordance with Section 1-95, or arbitration in accordance with Section 1-96.

**Sec. 1-95. Mediation.**

Contract claims may be resolved utilizing mediation services if the Fire Chief determines the use of such services is in the best interest of the Fire Authority.

**Sec. 1-96. Arbitration.**

Contract claims may be resolved utilizing arbitration if the Fire Chief determines the use of arbitration is in the best interest of the Fire Authority. The claim shall be settled by arbitration in accordance with the current construction industry arbitration rules of the American Arbitration Association or, at the option of the Fire Authority, in accordance with the provisions of the California Arbitration Act (CAA) (Cal. Civ. Proc. Code §§ 1280-1294.2) or the Federal Arbitration Act (FAA) (9 U.S.C. §§ 1-16, 201-208, 301-307).

**Sec. 1-97. Final decision by the Fire Chief.**

*Sec. 1-97(1).* The Fire Chief may affirm, modify, or reject the Chief Procurement Officer's decision in whole or in part, or make any other appropriate disposition.

*Sec. 1-97(2).* A decision by the Fire Chief shall be final. The decision shall be sent to all parties by e-mail, certified mail, return receipt requested or by any other method that provides evidence of receipt. If a stay was issued, the final decision by the Fire Chief shall lift any such stay, unless the Fire Chief determines that the continued stay is necessary to protect the substantial interest of the Fire Authority.

**Sec. 1-98. Judicial review of protests or claims.**

Any decision of the Fire Chief regarding a protest (§ 1-77 et seq.) or claim (§ 1-90 et seq.) under this code shall be final. Exhaustion of the procedures set forth in this code shall be a condition precedent to any person seeking judicial review of a final decision by the Fire Chief.

**Sec. 1-99. Exclusive remedy.**

Notwithstanding any law to the contrary, this article shall provide the exclusive procedure for asserting a claim or cause of action against the Fire Authority arising in relation to any procurement conducted under this code.

**Secs. 1-100--1-115. Reserved.**

## **ARTICLE X. COOPERATIVE PURCHASING**

**Sec. 1-116. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-116(1).* "Cooperative purchasing" means procurement conducted by, or on behalf of, more than one public procurement unit.

*Sec. 1-116(2).* "Eligible public procurement unit" means any state, county, city, town, and any other political subdivision, public authority, educational, health or other institution, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies,

services and construction, and any not-for-profit entity.

**Sec. 1-117. Applicability.**

Agreements entered into pursuant to this article shall be limited to the areas of procurement, warehousing or materials management.

**Sec. 1-118. Cooperative purchasing authorized.**

The Fire Authority may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to joint or multi-party contracts between public procurement unit and open-ended public procurement unit contracts that are made available to other public procurement units. Parties under a cooperative purchasing agreement may:

*Sec. 1-118(1).* Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.

*Sec. 1-118(2).* Cooperatively use materials or services.

*Sec. 1-118(3).* Commonly use or share warehousing facilities, capital equipment and other facilities.

*Sec. 1-118(4).* Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.

*Sec. 1-118(5).* On request, make available to other eligible public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request reimbursement for the reasonable and necessary costs of providing such services.

The activities described in paragraphs (1) through (5) do not limit the activities of parties under a cooperative purchasing agreement.

**Sec. 1-119. Cooperative purchasing source selection methods.**

All cooperative purchasing conducted under this Article shall be through contracts awarded by a public agency through full and open competition, including use of source selection methods substantially equivalent to those specified in Article III (Source Selection and Contract Formation) of this code.

**Secs. 1-120, 1-121. Reserved.**

**ARTICLE XI.  
RESERVED**

**Secs. 1-122--1-126. Reserved.**

**ARTICLE XII.  
ETHICS IN PUBLIC CONTRACTING**

**Sec. 1-127. Procurement Ethics Standards**

*Sec. 1-127(1).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement shall discharge their duties in accordance with high ethical standards by practicing their profession with integrity, honesty, truthfulness and adherence to the absolute obligation to safeguard the public trust.

*Sec 1-127(2).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement, shall be subject to the Conflict of Interest Code and subsequent amendments adopted by the Fire Authority.

*Sec. 1-127(3).* The Chief Procurement Officer shall adopt a Procurement Ethics Policy and Procedures applicable to all Fire Authority procurement functions.

**Secs. 1-128--1-130. Reserved.**

## Purchasing Authorities Comparison Chart

Attachment 4

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	<i>Proposed for OCFA</i>
<b>Commodities</b> (Defined as materials, equipment & supplies) Ord. 8, Sec. 1- 3(18)	Commodity contracts include all supplies and equipment and software licenses costing less than \$5,000 per unit  <i><b>Only sole source commodity contracts exceeding \$250K annually require Board approval</b></i>	Inventory materials, equipment and supplies, if competed, may be awarded by management in any amount  Inventory amendments for POs ≤ 30% increase none > 30% increase requires CEO signature	Inventory materials, equipment and supplies contracts can be awarded by management in any amount.  The list of open supply contracts (exceeding \$100K) is provided to the finance committee annually in May.  No Board approval is required	Approval for purchase occurs with budgetary pre- approval process at the line item detail, no further approval required	Executive Committee approval for commodity contracts with an annual contract amount greater than \$250,000.  Authority management can approve any increase to commodity term contracts provided the annual contract amount remains less than \$250,000
<b>Fixed Assets</b>	<u>Budgeted Asset</u> - No Board approval if within budgeted amount in the adopted budget approved by the Board - Board approval if asset cost exceeds budgeted amount by more than 10% or \$100,000 (whichever is less) <u>Unbudgeted Asset</u> - Board approval if cost is > 25K each	<u>Budgeted</u> ≤ 250K none >250K Board approval  <u>Non-budgeted</u> ≤ 25K none > 25K Board approval of bid & award	Operating budget line items that are part of the approved budget do not need Board approval unless the unit price is over \$100,000	Approval for purchase occurs with budgetary pre- approval process at the line item detail no further approval needed unless cost of the asset is greater by \$100,000 or more of the approved budgeted amount	Authority management can approve the purchase of fixed assets with unit cost less than \$100,000  Executive Committee approval is required for the purchase of fixed assets with unit cost greater than \$100,000

## Purchasing Authorities Comparison Chart

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	<i>Proposed for OCFA</i>
<b>Professional Services</b>	<p>Board of Supervisors approval is required for contracts exceeding \$100,000 in any year of the contract</p> <p>Multi-year contracts exceeding \$500K require Board approval when the total contract exceeds or is anticipated to exceed \$500,000 when future years are taken into consideration</p>	<p><u>Budgeted</u> ≤ \$250K none &gt;\$250K Board approval</p> <p><u>Non-budgeted</u> ≤ \$25K none &gt; \$25K Board approval of bid &amp; award</p> <p>If contract is not a competitive bid, Board approval is required for amounts over \$25,000</p>	<p>Board approval is required for contracts in which the annual contract amount is greater than \$100K.</p>	<p>Approval during the annual budget process (detailed line item includes description and not to exceed amount). No further Council approval required for the contract award unless the contract exceeds the budgeted amount.</p> <p><i>Unplanned contracts or if cost exceeds approved amount. Dept Director &lt;\$30K City Mgr. &lt;\$100K Council&gt;\$100K</i></p>	<p><i>Service contracts include professional services facilities &amp; equipment services, and consulting.</i></p> <p>Board approval is required for service contracts in which the annual contract amount is greater than \$100,000 or the multi-year contract exceeds \$500,000 when future years are taken into consideration.</p>
<b>Maintenance Services</b>	<p><i>Service contracts include: professional services, facilities &amp; equip. services, consulting, capital leases, &amp; revenue generating agreements</i></p> <p><u>Same rules listed for professional services (above) apply.</u></p>	<p><i>Service contract for maintenance are the same as professional services.</i></p> <p>Board approval is required for maintenance service contracts over \$250,000</p>	<p>Operating budget line items that are part of the approved budget do not need Board approval</p>	<p>Approval for purchase occurs with budgetary pre-approval process at the line item detail for service contracts, no further approval needed</p> <p><u>Same rules listed for professional services (above) apply.</u></p>	<p><i>Service contracts include professional services facilities &amp; equipment services, and consulting.</i></p> <p>Board approval is required for service contracts in which the annual contract amount is greater than \$100,000 or the multi-year contract exceeds \$500,000 when future years are taken into consideration.</p>



## Purchasing Authorities Comparison Chart

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	<i>Proposed for OCFA</i>
<b>Sole Source</b>	<u>Sole Source Commodity</u> > \$250K (annually) require Board Approval <u>Sole Source Capital Asset</u> > 50K Board approval <u>Sole Source Service</u> <u>Contracts</u> ≥ 50K (annual) require Board approval & may not be renewed without approval <i><b>Board approval is required for sole source contracts issued for two consecutive years regardless of dollar amount.</b></i>	<u>Sole Source</u> ≤ 25K none > 25K Board approval	<u>Sole Source</u> >\$100,000 Board approval	<u>Sole Source</u> < \$30K purchasing agent >\$100K require Council approval  <i>*Different management level approvals are required up to \$100K</i>	Executive Committee approval is required for sole source contracts when aggregate amount exceeds \$50,000. <i>Sole source justification form is a required attachment to the staff report.</i>  <b>Add Special Procurements</b> Executive Committee approval is required for special procurements when aggregate amount exceeds \$50,000. Special procurements are used when it is in the best interest of OCFA to award a contract without bidding requirements and the contract does not meet the definition of a sole source with justification. <i>Special Procurement justification form is a required attachment to the staff report.</i>
<b>Emergency Purchases</b>	<u>Unbudgeted Asset</u> - Board approval if cost is > 25K	Report emergencies purchases made greater than 25K at the next scheduled Board meeting	No specified limit Report emergency purchases made that were greater than \$100K at the next scheduled Board meeting	The City Manager has the authority to declare a public emergency, no specific dollar limit listed	Purchases in excess of \$100,000 require prior approval of Chair or Vice Chair and must be reported at the next Executive Committee meeting. Authorize the Fire Chief or designee to declare an emergency.

## Purchasing Authorities Comparison Chart

	County of Orange	Orange County Transp. Authority (OCTA)	Irvine Ranch Water District	City of Irvine	<i>Proposed for OCFA</i>
<b>Contract Amendments</b>	<p>Commodity contracts can be amended by management.</p> <p>Service contracts of less than five years duration may be extended for up to one year without Board approval provided there are no monetary increases that exceed the average annual value of the prior year's contracts.</p> <p>Service contracts that exceed \$100K per year required Board approval</p>	<p><u>Management authority</u></p> <p><u>Inventory amendments for POs</u></p> <p>≤ 30% increase none &gt; 30% increase requires CEO signature</p> <p><u>Informal Contract &lt;\$50K</u></p> <p>50% of original contract or \$8,333, whichever is less, provided contract amount does not exceed \$50K</p> <p><u>Formal Contract &gt;\$50K</u></p> <p>15% of original contract or \$250K, whichever is less</p> <p><u>Equipment Amendment</u></p> <p>5% of original contract or \$250K, whichever is less</p>	<p><u>Change Order</u></p> <p>If individual or cumulative total of change orders in a month together with any change orders previously approved exceeds 30% of the original contract and the individual or cumulative total of such change orders exceeds \$100K, Board approval is required.</p>	<p><u>Change Order</u></p> <p>When the scope of work or cost increases are inconsistent with the adopted budget, approval for the additional services must be obtained according the guidelines:</p> <ul style="list-style-type: none"> <li>- Between \$5K-\$30K Director</li> <li>Over \$30K-\$100K City Manager</li> <li>Over \$100K – Finance Comm. Review and Council approval</li> </ul>	<p>Authorize management to increase commodity contracts so long as the annual contract amount remains less than \$250,000.</p> <p>Authority management for service contract amendments remains the same</p> <p><u>Public Projects</u></p> <p>Reduce management authority on public projects change orders (formal and informal) to \$17,500 which equals 10% of the current PCC informal public project amount of \$175,000.</p> <p>Require Board approval for change orders on formal public projects over 10% or exceeding a total value of \$50,000</p>
<b>Contract Duration</b>	Board approval required for contracts longer than five years	Board approval required for contracts longer than five years	Contracts are three to five years	Contracts duration up to five years	Allow approval of contracts up to five years

**RESOLUTION NO. 2016-XX**

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY  
BOARD OF DIRECTORS AMENDING THE  
ROLES/RESPONSIBILITIES/AUTHORITIES MATRIX TO COINCIDE  
WITH THE NEW PURCHASING CODE**

**RECITALS**

A. WHEREAS, the Orange County Fire Authority Board of Directors last amended the Roles/Responsibilities/Authorities Matrix on February 26, 2016, and

B. WHEREAS, because the OCFA is adopting by Ordinance a new procurement code, it is appropriate to update the Roles/Responsibilities/Authorities Matrix to coordinate with the new procurement code; and

C. WHEREAS, the Board has considered the attached amendments to the matrix.

THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby resolve as follows:

The Roles/Responsibilities/Authorities Matrix is amended as indicated by the redline version attached hereto as Exhibit A. This Resolution shall take effect on the effective date of Ordinance No. 008.

*PASSED, APPROVED and ADOPTED* this 28<sup>th</sup> day of April 2016.

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GENE HERNANDEZ, CHAIR  
OCFA Board of Directors

ATTEST:

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SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

## ORANGE COUNTY FIRE AUTHORITY Roles/Responsibilities/Authorities

All authority rests with the Board of Directors unless it is delegated by statute or board action. When delegated, these authorities are further defined by contracts, resolutions, policies, or other board actions. The following chart defines OCFA's levels of authority. The Board of Directors has the authority to change these delegations within the parameters of legal and contractual restrictions.

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
Levels of Service	Develop and implement programs to provide the identified "Levels of Service."		Approve temporary changes in "Levels of Service."	Approve "Levels of Service" for the Authority.
Resource Deployment	Establish policy/deployment that maintains the approved "Levels of Service."			
Standard Operating Procedures (SOPs) and General Orders (GOs)	Develop and implement SOPs and GOs consistent with Board policies.			
Budget Adoption	Develop the budget.		Budget & Finance Committee - Review the budget; make recommendations.	Approve the budget prior to June 30 each year (JPA Agreement, Article IV.1)
Budget Execution	Authorize expenditures within approved budget appropriations (JPA Agreement, Article IV.2)			
Budget: Intra- and inter-fund transfer; increases and decreases to appropriation.	Approve intra-fund transfers within adopted budgets			Approve inter-fund transfers between budgets; Approve increases and decreases to appropriations.

**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	<b>Authority Management</b>	<b>Claims Settlement Committee</b>	<b>Executive Committee</b>	<b>Board of Directors</b>
Fire Station 41, Air Operations Maintenance Facility - Leases	Negotiate, approve and execute leases and/or lease amendments for Hangers Nos. 1, 2, 3, and 4			
Fund Balance - Assigned	Assign amounts for workers' compensation and the capital improvement program within requirements of the <i>Assigned Fund Balance Policy</i>		Budget & Finance Committee – Review calculations used to determine assignments for workers' compensation and the capital improvement program for consistency with <i>Assigned Fund Balance Policy</i>	Assign and un-assign fund balance for any specific purposes other than workers' compensation and the capital improvement program, within the guidelines of GASB Statement No. 54
Fund Balance – Committed				Commit and un-commit fund balance via minutes action, within the guidelines of GASB Statement No. 54
Contingency Planning and funding	Develop plan; administer budget in a manner consistent with plan and policies.		Budget & Finance Committee - Review contingencies and spending for compliance with plan and policies.	Establish plan and policies. Transfer of Appropriation for Contingencies requires prior approval of the Chair or the Vice Chair, in the absence of the Chair, and must be reported to the Board immediately in writing.

**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
Debt obligation	Develop and recommend financing plans.		Budget & Finance Committee – Review of recommended financing plans.	Approve all debt obligations.  (Note: long-term bonded indebtedness requires approval by 2/3 <sup>rd</sup> vote of the members.)
<del>Purchase of Commodities purchases and fixed assets (materials, equipment &amp; supplies)</del> <u>Ord. 8, Sec. 1-3(18)</u>	Approve purchase of commodities ( <u>Ord. 8, per Art. III selection process or Art. X cooperative purchasing</u> ) <del>and fixed assets</del> for <del>total annual</del> contract amount less than <del>\$100,000</del> <u>250,000</u> . <u>Approve any increase to commodity term contracts provided the annual contract amount remains less than \$250,000.</u>		Approve purchase of commodities <del>and fixed assets for with an annual total</del> contract amount <del>greater than over</del> <u>\$100,000</u> <u>250,000</u> .  <u>Approved increase to commodity contracts if the increase results in the annual contract being greater than \$250,000.</u>	
<u>Fixed asset purchases</u>	<u>Approve purchase of fixed assets with unit cost less than \$100,000.</u>		<u>Approve purchase of fixed assets with a unit cost greater than \$100,000.</u>	



**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
<del>Purchase—Professional Service Contracts – (including consulting contracts) includes professional services, facilities &amp; equipment services, and consulting.</del>	<p>Approve all service contracts <u>(selection process per Ord. 8, Art. III, or Art. X) for annual contract amount less than \$100,000, for the life of the contract duration.</u></p> <p><u>Approve multi-year contracts so long as the annual amount is less than \$100,000, and the total contract amount does not exceed \$500,000.</u></p>		<p>Approve all service contracts <u>in which the annual contract amount exceeds over \$100,000 for life of contract duration or multi-year contract exceeds \$500,000 when future years are taken into consideration.</u></p> <p>Contract extensions beyond the initial contract term <u>and allowable contract extensions</u> will require Executive Committee approval prior to contract extension.</p>	
<p>Change Orders/ Modifications</p> <p><u>Service Contract Amendments (Non Public Projects)</u></p> <p><del>(excludes Public Works contracts in excess of the formal limit set forth in Section 22032 of Public Contract Code)</del></p>	<p>For <u>service</u> contracts within the limits delegated herin to Authority Management, approve change orders in any amount so long as the revised amount remains within the delegated limits.</p> <p>For contracts originally approved by the Executive Committee or Board of Directors, approve change orders within the original scope of work, less than 15% but not to exceed a total value of \$50,000.</p>		<p>Approve change order/modifications to any contracts with original or revised values that exceed those amounts delegated herein to Authority Management.</p>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
Emergency Purchases/Contracts	Approve emergency purchases, <u>as defined in Ord. 8, Sec. 1-3(14) &amp; Sec. 1-22,</u> up to \$100,000.		Purchases in excess of \$100,000 require prior approval of Chair or Vice Chair and must be reported at the next Executive Committee meeting.	
Sole Source Contracts	Approve any sole source contracts <del>up to less than \$2550,000,</del> <u>so long as acceptable justification is provided by the using agency per the requirements in Ord. 8, Sec. 1-21.</u>		Approve any sole source contracts <u>when aggregate amount exceeds over \$2550,000. <i>Sole source justification form is a required attachment to the staff report.</i></u>	
<u>Special Procurement Contracts – utilized when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source.</u>	<u>Approve any special procurement contract less than \$50,000, so long as acceptable justification is provided by the using agency per the requirements in Ord. 8, Sec. 1-23.</u>		<u>Approve any special procurement contract when the aggregate amount exceeds \$50,000. <i>Special procurement justification form is a required attachment to the staff report.</i></u>	
Public <del>Works Projects</del>	Approve all <del>informal public works contracts</del> <u>projects</u> in amounts up to the statutory limits authorized by <u>Public Contract Code Section 22032</u> <del>of the Public Contract Code.</del> <u>(Currently projects under \$175,000).</u>			Approve all <u>formal</u> public works contracts in amounts at or above the statutory limits authorized by <u>Public Contract Code Section 22032</u> <del>Section 22032 of the Public Contract Code.</del> <u>(Currently projects over \$175,000).</u>

**ORANGE COUNTY FIRE AUTHORITY  
Roles/Responsibilities/Authorities**

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
<del>Public Projects - Change Orders/ Modifications for formal and informal Public Works contracts Projects in excess of the formal limit as set forth in Public Contract Code Section 22032 of the Public Contract Code</del>	Approve <del>C</del> change Order/modifications <u>for formal and informal Public Projects up to 10% of original contract amount</u> , but <del>not to exceed less than</del> a total value of <del>\$50,000</del> <u>17,500</u> .		Approve <del>C</del> change Order/modifications <u>for informal Public Projects</u> over 10% <u>of original contract amount</u> , or exceeding a total value of <del>\$50,000</del> <u>17,500</u> .	<u>Approve Change Order/modification on formal Public Projects over 10% of original contract amount, or exceeding a total value of \$50,000 which ever is less.</u>
<u>Public Projects – Emergency as defined in Public Contract Code Sections 22035 and 22050 (Ord. 8, Sec. 1-53)</u>	<u>Fire Chief or designee has authority to declare an emergency and authorize procurement of equipment, services, construction services and supplies without the competitive bidding requirements when it is impracticable to convene a meeting of the Board of Directors prior to addressing the emergency needs.</u>			<u>Authorize exemption from procurement requirements by four-fifths vote (at next scheduled meeting) as required per Public Contract Code Sections 22035 and 22050.</u>
Investment Practices	Provide financial data to Budget & Finance Committee, Executive Committee and Board of Directors. Develop draft policy.		Budget & Finance Committee - Review Treasury/Investment actions to insure compliance with policy. Executive Committee – review monthly reports.	Adopt investment and Treasury policies.

**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	<b>Authority Management</b>	<b>Claims Settlement Committee</b>	<b>Executive Committee</b>	<b>Board of Directors</b>
Setting of salaries/benefits and other terms and conditions of employment	Identify issues, recommend negotiations approach; negotiate with labor organizations as approved by the Board of Directors.		Review management recommendations; make recommendations to the Board of Directors.	Provide direction to chief negotiator on negotiations; adopt resulting MOUs and changes in the PSR.
Grievances	Administer procedures pursuant to MOU and PSR provisions.			
Disciplinary Actions	Implement disciplinary actions within legal and MOU requirements.			
Hire/Terminate	Hire/terminate Authority staff.		Make recommendations to the Board of Directors on General Counsel legal services contract and Fire Chief employment contract, and compensation of General Counsel and the Fire Chief.	Hire/terminate Fire Chief and General Counsel.  Approve service contract for General Counsel.  Approve employment contract for Fire Chief.
Appointments				Appointment of clerk, auditor, and treasurer (JPA Agreement Articles II.9 and II.13)
Classification and Salary Ranges	Administer classification system within existing classes and budget.		Adopt and approve new or modified classes and corresponding salary ranges.	
Settlement of Employee Complaints and Grievances	Approve settlements up to \$10,000 within existing PSR parameters.		Approve settlements up to \$50,000.	Approve settlements over \$50,000.

**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	<b>Authority Management</b>	<b>Claims Settlement Committee</b>	<b>Executive Committee</b>	<b>Board of Directors</b>
File Legal action				Authorize filing of legal action.
Respond to legal action				Authorize response to legal action.
Settlement of Claims and Litigation	Approve settlements of claims and litigation up to \$50,000. in accordance with Board of Directors Rules of Procedure.	Approve settlements of claims and litigation over \$50,000 not to exceed \$250,000. in accordance with Board of Directors Rules of Procedure.		Approve settlements of claims and litigation over \$250,000.
Level of risk/coverage/exposure	Recommend risk management policies; administer risk management program within established Board of Directors and legal requirements.			Establish policies.
Write-Off for Uncollectible Accounts	Approve write-off of uncollectible accounts up to \$15,000.		Approve write-off of uncollectible accounts over \$15,000. Budget and Finance Committee review annual report of uncollectibles and make a recommendation to Executive Committee for final decision.	
Accept Real Property Interests	Accept interest in real property if the Board of Directors or Executive Committee has previously approved.			Approve Secured Fire Protection Agreements and Purchase Agreements for the acquisition of real property.

**ORANGE COUNTY FIRE AUTHORITY**  
**Roles/Responsibilities/Authorities**

	<b>Authority Management</b>	<b>Claims Settlement Committee</b>	<b>Executive Committee</b>	<b>Board of Directors</b>
Utility licenses and easements	Execute licenses and easements for utilities necessary to implement construction projects approved by the Board or Executive Committee		Approve licenses and easements for utilities where no prior approval of construction projects has occurred	
Accept Grants	Accept all grants except: (1) when the grantor requires approval by the governing body, or; (2) when an adjustment is immediately needed to appropriations to expend the grant, or; (3) when a contract award is needed, requiring approval by the Executive Committee or Board.		Accept all grants in which the grantor requires approval by the governing body.	



# **ATTACHMENT 4**





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

**Board of Directors Meeting**  
**May 26, 2016**

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

**Proposed Purchasing Ordinance – Second Reading**

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**Contact(s) for Further Information**

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**Summary**

This item is submitted for the second reading to adopt the proposed Purchasing Ordinance. Upon adoption, the Ordinance will take effect in 30 days.

**Prior Board/Committee Action(s) – Committee Recommendation: *APPROVE***  
**Board of Directors First Reading: *APPROVE***

At its regular April 13, 2016, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Subsequently, at its regular April 28, 2016, meeting, the Board of Directors introduced and waived the full reading of Ordinance No. 008, with one modification. The modification was made to Sec. 1-23 of the Ordinance (page 16), to require that the Chief Procurement Officer's written determination regarding the special procurement be further reviewed and approved by the Assistant Chief/Business Services. The Board also directed staff to modify the Roles/Responsibilities/Authorities matrix to require justifications for sole source purchases (within management authority) to be provided to the Chief Procurement Officer. This modification was also added for special procurements (within management authority) with the added requirement for review/approval by the Assistant Chief/Business Services. Lastly, the Board directed staff, upon implementation of the new Ordinance, to begin providing routine purchasing activity reports, similar to those provided by other agencies such as the County of Orange or the Orange County Transportation Authority.

**RECOMMENDED ACTION(S)**

1. Waive the full reading of the proposed Ordinance.
2. Adopt and read by title only proposed Ordinance No. 008 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 006 AND ORDINANCE NO. 007 AND ESTABLISHING THE PURCHASING RULES AND PROCEDURES OF THE ORANGE COUNTY FIRE AUTHORITY establishing a comprehensive procurement ordinance.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Adoption of an Ordinance is a two-step process consisting of the introduction of the Ordinance, followed the adoption of the Ordinance. The establishment of one comprehensive ordinance that governs procurement will create a clear and consistent guide for staff, vendors doing business with OCFA, and the public. The structure of the ordinance will allow for future amendments as required without rescinding and replacing the entire ordinance.

Staff recommends adoption of a new OCFA Procurement Code, proposed Ordinance No. 008, which is based in large part upon the ABA Model Procurement Code. Upon adoption, the Ordinance will take effect in 30 days.

**Attachment(s)**

Proposed Ordinance No. 008 (redline version)

**ORDINANCE NO. 008**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 006 AND ORDINANCE NO. 007 AND ESTABLISHING THE PURCHASING RULES AND PROCEDURES OF THE ORANGE COUNTY FIRE AUTHORITY**

**RECITALS**

A. *WHEREAS*, on April 23, 2009, the Orange County Fire Authority adopted OCFA Ordinance No. 006 establishing informal bidding procedures under the Uniform Public Construction Cost Accounting Act; and

B. *WHEREAS*, on April 23, 2009, the Orange County Fire Authority adopted OCFA Ordinance No. 007 establishing the purchasing rules and procedures; and

C. *WHEREAS*, the Board wishes to replace these two ordinances with a single ordinance based on the American Bar Association Model Procurement Code.

*THEREFORE*, the Board of Directors of the Orange County Fire Authority does hereby ordain as follows:

Section 1. Repeal of Ordinance Nos. 006 and 007; Replacement.

As of the effective date of this Ordinance, Ordinance No. 006 and No. 007 are hereby repealed and replaced, in their entirety, with the Orange County Fire Authority Procurement Code attached hereto as Exhibit A.

Section 2. Effective Date; Publication.

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage. Before the expiration of fifteen (15) days after its passage, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Register, a newspaper of general circulation published in the County of Orange.

*PASSED, APPROVED and ADOPTED* this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
GENE HERNANDEZ, CHAIR  
OCFA Board of Directors

ATTEST:

\_\_\_\_\_  
SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

STATE OF CALIFORNIA    }  
COUNTY OF ORANGE       } ss  
CITY OF ORANGE           }

I, SHERRY A.F. WENTZ, Clerk of the Orange County Fire Authority, do hereby certify that the foregoing Ordinance No. 008 was duly introduced and placed upon its first reading at a regular meeting of the Orange County Fire Authority Board of Directors on the 28<sup>th</sup> day of April 2016, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the Board of Directors of the Orange County Fire Authority held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote, to wit:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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SHERRY A.F. WENTZ, CMC  
Clerk of the Authority



**EXHIBIT A**

**ORANGE COUNTY FIRE AUTHORITY**  
**PROCUREMENT CODE**

- Art. I. In General, §§ 1-1--1-10**
- Art. II. Chief Procurement Officer Authority, §§ 1-11--1-14**
- Art. III. Source Selection and Contract Formation, §§ 1-15--1-40**
- Art. IV. Specifications, §§ 1-41--1-46**
- Art. V. Procurement of Public Works Projects and Professional Design Services, §§ 1-47--1-57**
- Art. VI. Contract Terms and Conditions, §§ 1-58--1-61**
- Art. VII. Cost Principles, §§ 1-62--1-65**
- Art. VIII. Materials Management, §§ 1-66--1-74**
- Art. IX. Legal and Contractual Remedies, §§ 1-75--1-125**
- Art. X. Cooperative Purchasing, §§ 1-126--1-131**
- Art. XI. Reserved, §§ 1-132--1-136**
- Art. XII. Ethics in Public Contracting, §§ 1-137--1-140**

**Article I. General Provisions**

- Sec. 1-1. General Law.
- Sec. 1-2. Applicability.
- Sec. 1-3. Definitions.
- Sec. 1-4. Supplementary general principles of law applicable.
- Sec. 1-5. Requirement of good faith.
- Sec. 1-6. Confidential information.
- Secs. 1-7--1-10. Reserved.

## **Article II. Chief Procurement Officer Authority**

Sec. 1-11. Authority of the Chief Procurement Officer.

Sec. 1-12. Written determinations.

Secs. 1-13, 1-14. Reserved.

## **Article III. Source Selection and Contract Formation**

Sec. 1-15. Definitions.

Sec. 1-16. Methods of source selection.

Sec. 1-17. Competitive sealed bidding.

Sec. 1-18. Competitive sealed proposals.

Sec. 1-19. Contracting for legal counsel.

Sec. 1-20. Small purchases.

Sec. 1-21. Sole source procurement.

Sec. 1-22. Emergency procurements.

Sec. 1-23. Special procurements.

Sec. 1-24. Cancellation of solicitations.

Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications

Sec. 1-26. Responsibility of bidders, offerors and respondents.

Sec. 1-27. Bid and contract security, material or service contracts.

Sec. 1-28. Types of contracts.

Sec. 1-29. Approval of accounting system.

Sec. 1-30. Multi-year contracts.

Sec. 1-31. Right to inspect.

Sec. 1-32. Right to audit records.

Sec. 1-33. Reporting of anticompetitive practices.

Sec. 1-34. Prospective vendors lists.

Sec. 1-35. Contract form and execution.

Sec. 1-36. Assignment of rights and duties.

Sec. 1-37--1-40. Reserved.

#### **Article IV. Specifications**

- Sec. 1-41. Definitions.
- Sec. 1-42. Maximum practicable competition.
- Sec. 1-43. Specifications prepared by other than Fire Authority personnel.
- Sec. 1-44. Brand name or equal specification.
- Sec. 1-45. Brand name specification.
- Sec. 1-46. Reserved.

#### **Article V. Procurement of Public Projects and Professional Design Services**

- Sec. 1-47. Definitions.
- Sec. 1-48. Procurement of public projects.
- Sec. 1-49. Public project informal bidding procedures.
- Sec. 1-50. Public project formal bidding procedures.
- Sec. 1-51. Procurement of professional design services.
- Sec. 1-52. Procurement of construction services.
- Sec. 1-53. Public project emergencies procedures.
- Sec. 1-54--1-57. Reserved.

#### **Article VI. Contract Terms and Conditions**

- Sec. 1-58. Contract terms and conditions.
- Secs. 1-59--1-61. Reserved.

#### **Article VII. Cost Principles**

- Sec. 1-62. Cost principles.
- Sec. 1-63. Cost or pricing data.
- Secs. 1-64, 1-65. Reserved.

#### **Article VIII. Materials Management**

- Sec. 1-66. Definitions.
- Sec. 1-67. Materials management guidelines.
- Sec. 1-68. Inventory management.
- Sec. 1-69. Disposition of surplus property.
- Secs. 1-70--1-74. Reserved.

## **Article IX. Legal and Contractual Remedies**

- Sec. 1-75. Definitions.
- Sec. 1-76. Authority of the Chief Procurement Officer.
- Sec. 1-77. Right to protest.
- Sec. 1-78. Filing of a protest.
- Sec. 1-79. Time for filing protests.
- Sec. 1-80. Stay of procurements during the protest.
- Sec. 1-81. Confidential information.
- Sec. 1-82. Decision by the Chief Procurement Officer.
- Sec. 1-83. Remedies.
- Sec. 1-84. Appeals to the Fire Chief.
- Sec. 1-85. Notice of appeal.
- Sec. 1-86. Stay of procurement during appeal.
- Sec. 1-87. Contract procurement officer report.
- Sec. 1-88. Dismissal by the Fire Chief.
- Sec. 1-89. Remedies.
- Sec. 1-90. Filing of a contract claim.
- Sec. 1-91. Chief Procurement Officer's decision.
- Sec. 1-92. Issuance of timely decision.
- Sec. 1-93. Appeals to the Fire Chief.
- Sec. 1-94. Fire Authority claims against a contractor.
- Sec. 1-95. Mediation.
- Sec. 1-96. Arbitration.
- Sec. 1-97. Final decision by the Fire Chief.
- Sec. 1-98. Judicial review of protests or claims.
- Sec. 1-99. Exclusive remedy.
- Secs. 1-100--1-115. Reserved.

## **Article X. Cooperative Purchasing**

- Sec. 1-116. Definitions.

Sec. 1-117. Applicability.

Sec. 1-118. Cooperative purchasing agreements required.

Sec. 1-119. Cooperative purchasing authorized.

Secs. 1-120, 1-121. Reserved.

**Article XI. Reserved**

Secs. 1-122--1-126. Reserved.

**Article XII. Ethics in Public Contracting**

Sec. 1-127. Procurement Ethics Standards

Secs. 1-128--1-130. Reserved.

## **ARTICLE I. GENERAL PROVISIONS**

### **Purpose**

The purpose of the Orange County Fire Authority Procurement Code is to:

- (a) Simplify, clarify, centralize, and modernize the Fire Authority's rules and regulations governing procurement.
- (b) Permit the continued development of best value procurement policies and practices.
- (c) Provide for increased public confidence in the procurement procedures followed by the Fire Authority.
- (d) Ensure the fair and equitable treatment of all persons who deal with the procurement system of the Fire Authority.
- (e) Provide increased economy in Fire Authority procurement activities and maximize, to the fullest extent practicable, the purchasing value of public monies of the Fire Authority, and foster effective broad-based competition within the free enterprise system.
- (f) Provide safeguards for the maintenance of a procurement system of quality and integrity.
- (g) Obtain in a cost-effective and timely manner the materials, services, and construction required by the Fire Authority to better serve its citizens.

### **Sec. 1-1. General Law.**

Pursuant to and to the extent required by Government Code Section 6509, the Orange County Fire Authority shall be restricted in the exercises of its powers in the same manner as is a general law city in accordance with the joint power agreement formed as of February 3, 1995, and as subsequently amended.

### **Sec. 1-2. Applicability.**

*Sec. 1-2(1).* The provisions of this code shall apply to the following:

- (a) Every expenditure of public monies by the Fire Authority irrespective of their source, including State and Federal assistance monies, for the procurement of materials, services, and public projects;
- (b) Disposal of property; and
- (c) Contracts where there is no expenditure of public monies or where the Fire Authority is offering something of value to the business community when the Fire Authority determines source selection and award of a contract.

*Sec. 1-2(2).* The following are exempt from the provisions of this code:

- (a) Grants awarded by the Fire Authority and approved by the Board of Directors;
- (b) The purchase, sale or lease of Fire Authority real property;
- (c) Contracts for professional witnesses if the purpose of such contracts is to provide for services or testimony relating to an existing or probable judicial proceeding in which the Fire Authority



is or may become a party to, and contracts for special investigative services for law enforcement purposes;

(d) Agreements negotiated by the Fire Authority in settlement of litigation or threatened litigation; or

(e) Contracts with other governmental agencies.

### **Sec. 1-3. Definitions.**

In this code, unless the context otherwise requires:

*Sec. 1-3(1). "Business"* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

*Sec. 1-3(2). "Change order"* means a written document authorized by the Chief Procurement Officer which directs the contractor to make changes with or without the consent of the contractor.

*Sec. 1-3(3). "Chief Procurement Officer"* means the official appointed by the Fire Chief as the purchasing and materials manager and the central procurement and contracting authority for the Fire Authority.

*Sec. 1-3(4). "Contract"* means all types of Fire Authority agreements, regardless of what they may be called, for the procurement of materials, maintenance, services, public works, construction or the disposal of materials.

*Sec. 1-3(5). "Construction"* means the process of building, reconstructing, erecting, altering, renovating, improving, demolishing, or repairing any Fire Authority owned, leased, or operated facility. Construction does not include maintenance work, which is defined to include routine, recurring, and usual work for the preservation or protection of any Fire Authority owned or operated facility for its intended purposes.

*Sec. 1-3(7). "Contract officer"* means any person duly authorized by the Chief Procurement Officer to facilitate the source selection process, including but not limited to; preparing solicitations and written determinations, conducting negotiations, making award recommendations, and administering contracts.

*Sec. 1-3(8). "Contractor" or "Consultant"* means any person who has a procurement contract with the Fire Authority.

*Sec. 1-3(9). "Days"*, unless otherwise specified, means calendar days and shall be computed by excluding the first day and including the last working day, unless the last day is a holiday, and then it is also excluded.

*Sec. 1-3(10). "Department"* means the Purchasing Section of the Business Services Department.

*Sec. 1-3(11). "Designee"* means a duly authorized representative of the Chief Procurement Officer, designated by the Chief Procurement Officer.

*Sec. 1-3(12). "Disposal of material"* means sale of surplus property by public auction, including online electronic auction, competitive sealed bidding, small purchase procedures, recycling, or other appropriate method designated by this code.

*Sec. 1-3(13). "Electronic"* means electrical, digital, magnetic, optical, electromagnetic, or any other

similar technology.

*Sec. 1-3(14). "Emergency"* means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

*Sec. 1-3(15). "Executive Committee"* means the Executive Committee of the Orange County Fire Authority Board of Directors.

*Sec. 1-3(16). "Fire Authority"* means the Orange County Fire Authority.

*Sec. 1-3(17). "Grant"* means the furnishing of assistance, whether financial or otherwise, to any person to support a program authorized by law. Grant does not include an agreement whose primary purpose is to procure a specific end product, whether in the form of materials, services or construction. A contract resulting from such an agreement is not a grant but a procurement contract.

*Sec. 1-3(18). "Materials"* means all property, including but not limited to, equipment, supplies, printing, insurance and buildings but does not include land, a permanent interest in land or leases of real property.

*Sec. 1-3(19). "Person"* means any corporation, consultant, business, individual, union, committee, club, other organization or group of individuals.

*Sec. 1-3(20). "Procurement"* means buying, purchasing, renting, leasing, or otherwise acquiring any materials, services, or construction. Procurement also includes all functions that pertain to the acquisition of any material, service, or construction including but not limited to, description of requirements, selection and solicitation of sources, preparation, negotiation and, award of contract, and all phases of contract administration.

*Sec. 1-3(21). "Professional service"* means a unique, technical function performed by an independent contractor or firm qualified by education, experience, and/or technical ability to provide services and may include consulting, marketing analysis, banking services, auditing, software development/design, and editing services.

*Sec. 1-3(22). "Public notice"* means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods may include electronic mailing lists and a website maintained for that purpose.

*Sec. 1-3(23). "Services"* means the furnishing of labor, time or effort by a contractor, consultant, subcontractor or sub-consultant which does not involve the delivery of a specific end product other than required design documents or reports and performance. Services do not include employment agreements or collective bargaining agreements. The definition of services includes, but is not limited to: consulting, personal, professional, legal counsel, auditing, technical, professional design and construction services.

*Sec. 1-3(24). "Sole Source"* means a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions.

*Sec. 1-3(25). "Subcontractor or subconsultant"* means a person who contracts to perform work or render service to a contractor or consultant as defined by this section or to another subcontractor or subconsultant as a part of a contract with the Fire Authority.

*Sec. 1-3(26). "Written or in writing"* means the product of any method for forming characters on paper or other material or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

*Sec. 1-3(27). "Using department"* means any organizational unit of the Fire Authority, which utilizes any materials, services or construction procured under this code.

**Sec. 1-4. Supplementary general principles of law applicable.**

Unless displaced by the particular provisions of this code, the principles of law and equity, including the uniform commercial code of this state, the common law of contracts as applied in this state and law relative to agency, fraud, misrepresentation, duress, coercion and mistake supplement the provisions of this code.

**Sec. 1-5. Requirement of good faith.**

This code requires all parties involved in the negotiation, performance, or administration of Fire Authority contracts to act in good faith.

**Sec. 1-6. Confidential information.**

All bids, proposals, offers, specifications, or protests submitted to the Fire Authority are subject to public inspection and disclosure under the California Public Records Act (Government Code Section 6250 et seq.). If a person believes that any portion of its bid, proposal, offer, specifications or protest is exempt from public disclosure, such portion may be marked "confidential." Except as required by law or court order, the Fire Authority will use reasonable means to ensure that such confidential information is safeguarded.

**Secs. 1-7--1-10. Reserved.**

## **ARTICLE II. CHIEF PROCUREMENT OFFICER AUTHORITY**

**Sec. 1-11. Authority of the Chief Procurement Officer.**

*Sec. 1-11(1).* Except as otherwise provided in this code, the Chief Procurement Officer may adopt operational procedures consistent with this code governing the procurement and management of all materials, services, and construction to be procured by the Fire Authority and the disposal of materials.

*Sec. 1-11(2).* The Chief Procurement Officer shall serve as the central procurement and contracting authority of the Fire Authority.

*Sec. 1-11(3).* Except as otherwise provided in this code, the Chief Procurement Officer shall:

- (a) Procure or supervise the procurement of all materials, services and construction needed by the Fire Authority and establish the methods and procedures necessary for the proper, efficient, and economical functioning of the procurement program.
- (b) Establish guidelines for the management of all inventories of materials belonging to the Fire Authority.
- (c) Sell, trade or otherwise dispose of surplus materials belonging to the Fire Authority in accordance with the provisions of Section 1-69.

- (d) Prepare, issue, revise, maintain, and monitor the use of specifications for materials, services and construction required by the Fire Authority.
- (e) Manage the Fire Authority's procurement card (pCard) program.
- (f) Furnish the Board of Directors with such reports and information as the Board may require.

*Sec. 1-11(4).* The Chief Procurement Officer may delegate procurement authority to designees or to any using department or official of the Fire Authority.

*Sec. 1-11(5).* The Chief Procurement Officer may determine in writing that noncompliance with any provision of this code is not substantial and may allow for correction or may waive minor informalities or irregularities. The basis for the decision shall be included in the determination.

*Sec. 1-11(6).* The Chief Procurement Officer, in accordance with this code, shall have the authority to award contracts not exceeding the amount defined under management authority in the Roles and Responsibilities Matrix. Contracts exceeding management authority shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or the Board of Directors.

*Sec. 1-11(7).* Except in cases of emergency, pursuant to Section 1-22, or where the Board of Directors or the Executive Committee has retained authority, no purchase of services, supplies and equipment by any person other than the Chief Procurement Officer or designee shall be binding upon the Fire Authority or constitute lawful charge against Fire Authority funds.

**Sec. 1-12. Written determinations.**

Written determinations required by this code shall be retained in the department.

**Secs. 1-13, 1-14. Reserved.**

## **ARTICLE III. SOURCE SELECTION AND CONTRACT FORMATION**

**Sec. 1-15. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-15(1).* "*Best value*" means a method in the competitive sealed proposal process which permits the evaluation of criteria to determine the best overall value to the Fire Authority.

*Sec. 1-15(2).* "*Discussions*" means communication with an offeror, bidder or respondent for the purpose of:

- (a) Eliminating minor irregularities, informalities, or apparent clerical mistakes in the offer or response;
- (b) Clarifying any offer or response to assure full understanding of, and responsiveness to, solicitation requirements;
- (c) Resolving minor variations in contract terms and conditions; or
- (d) Establishing the competency or financial stability of any offeror, bidder or respondent.

*Sec. 1-15(3).* "*Invitation for bid*" means all documents, written or electronic, whether attached or

incorporated by reference, which are used for soliciting bids in accordance with the procedures prescribed in Section 1-17.

*Sec. 1-15(4). "Minor informalities or irregularities"* means mistakes, or non-judgmental errors, that have negligible effect on price, quantity, quality, delivery, or other contractual terms whereby the waiver or correction of such mistakes does not prejudice other bidders, offerors or respondents.

*Sec. 1-15(5). "Negotiations"* means an exchange of information or any form of cooperation during which the offeror and the Fire Authority may alter or otherwise change the conditions, terms, and price, unless prohibited, of the proposed contract.

*Sec. 1-15(6). "Registered supplier"* means a supplier, vendor, or contractor that that has registered as an interested party to do business with the Fire Authority.

*Sec. 1-15(7). "Request for proposals"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting proposals in accordance with procedures prescribed in Section 1-18.

*Sec. 1-15(8). "Request for qualifications"* means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting responses from qualified respondents in accordance with Article V.

*Sec. 1-15(9). "Responsible bidder, offeror, or respondent"* means a person who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the procurement contract.

*Sec. 1-15(10). "Responsive bidder"* means a person who submits a bid which conforms in all material respects to a solicitation.

*Sec. 1-15(11). "Solicitation"* means an invitation for bids, a request for technical proposals, a request for proposals, a request for qualifications, a request for quotations, or any other invitation or request by which the Fire Authority invites a person to participate in a procurement.

#### **Sec. 1-16. Methods of source selection.**

All contracts of the Fire Authority shall be awarded by one of the methods of source selection specified in this code.

#### **Sec. 1-17. Competitive sealed bidding.**

*Sec. 1-17(1). Invitation for bids.*

- (a) Competitive sealed bids shall be solicited through an invitation for bids. The invitation for bids shall include specifications and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.
- (b) A prequalification process may be conducted prior to the issuance of an invitation for bids in order to establish a list of qualified bidders. In the event a prequalification process is used, the contract officer shall only consider bids that are submitted from prequalified bidders.

*Sec. 1-17(2). Public notice.* Notice of the invitation for bids shall be electronically posted and the invitation for bids shall be available for public inspection not less than fourteen (14) days prior to the date set forth therein for the opening of bids. A shorter time may be deemed necessary for a particular procurement as determined in writing by the Chief Procurement Officer. The public notice

shall state the place, date, and time of bid opening.

*Sec. 1-17(3). Pre-bid conference.* The Chief Procurement Officer may conduct a pre-bid conference. If a pre-bid conference is conducted, it shall be not less than seven days before the bid due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-17(4). Solicitation amendment.* The Chief Procurement Officer shall issue a solicitation amendment to do any or all of the following:

- (a) Make a correction in the solicitation;
- (b) Correct defects or ambiguities;
- (c) Provide additional information or instructions; or
- (d) Extend the offer due date and time if the Chief Procurement Officer determines that an extension is in the best interest of the Fire Authority.

If a solicitation is changed by a solicitation amendment, the Chief Procurement Officer shall post the amendment electronically and notify registered suppliers. It is the responsibility of the offeror to obtain any solicitation amendments and acknowledge receipt of amendment as specified in the solicitation amendment.

*Sec. 1-17(5). Late bids.* A bid is late if it is received at the location designated in the invitation for bids after the time and date set for bid opening. A late bid shall be rejected. Bidders submitting bids that are rejected as late shall be so notified.

*Sec. 1-17(6). Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. A secure web-based system or other appropriate media may be used in lieu of public bid opening, provided that the accuracy, confidentiality, and reliability is maintained. The name of each bidder and the amount of each bid, as well as other relevant information as the Chief Procurement Officer deems appropriate shall be recorded. Unless otherwise determined by the Chief Procurement Officer, this record shall be open to public inspection. In the event no attendees are present for bid opening, the sealed bids shall be opened by the department and a "bid" or "no bid" may be recorded on the tabulation. The bids shall not be available for public inspection until after a contract is awarded. After a notice of intent to award is issued or, in the absence of a notice of intent to award, after final execution of the contract, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-17(7). Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this code. Bids shall be evaluated based on the requirements set forth in the invitations for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids.

*Sec. 1-17(8). Correction or withdrawal of bids; cancellation of awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received by the department prior to the time set for bid opening.



Mistakes discovered after bid opening may be modified or withdrawn only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other bid provisions prejudicial to the interest of the Fire Authority or fair competition shall be permitted. In lieu of bid correction, a bidder alleging a mistake may be permitted to withdraw its bid if:

- (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Chief Procurement Officer.

*Sec. 1-17(9). Contract award.*

- (a) *General.* The contract shall be awarded by appropriate notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to requirements and criteria set forth in the invitation for bids.
- (b) *Public record.* After the Fire Authority issues a notice of intent to award, or in the absence of a notice of intent to award upon final contract execution, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.
- (c) *Encumbrance of funds.* Except in cases of emergency, or in cases where specific authority has been first obtained from the Fire Chief, the Chief Procurement Officer shall not issue any purchase orders for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which said purchase is to be charged. All purchases, regardless of encumbrances, shall be made in conformance with the policies established by this code.
- (d) *Procurement of recycled material.* Recycled products shall be used whenever practicable when they are of comparable quality, of equivalent price and appropriate for the intended use. Recycled products shall be procured in accordance with Public Contract Code, Section 22150, et seq.

*Sec. 1-17(10). Low tie bids.* If there are two (2) or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria and that meet all the requirements and criteria set forth in the invitation for bids, award may be made by random selection in a manner prescribed by the Chief Procurement Officer.

**Sec. 1-18. Competitive sealed proposals.**

*Sec. 1-18(1). Request for proposals.*

- (a) Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall include a scope of work and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.

- (b) A prequalification process may be conducted prior to the issuance of a request for proposals in order to establish a list of qualified offerors. In the event a prequalification process is used, the contract officer shall only consider proposals that are submitted from prequalified offerors.

*Sec. 1-18(2). Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 1-17(2).

*Sec. 1-18(3). Pre-proposal conference.* The Chief Procurement Officer may conduct a pre-proposal conference. If a pre-proposal conference is conducted, it shall be not less than seven days before the offer due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

*Sec. 1-18(4). Solicitation amendment.* Solicitation amendments shall be handled in the same manner as provided in Section 1-17(4).

*Sec. 1-18(5). Late proposals.* A proposal is late if it is received at the location designated in the request for proposals after the time and date set for receipt of proposals. Late proposals shall be rejected in accordance with Section 1-17(5).

*Sec. 1-18(6). Receipt of proposals.* Proposals shall not be opened publicly. No proposals shall be handled as to permit disclosure of the contents of any proposal to competing offerors. Proposals shall be open for public inspection after final execution of the contract, except to the extent that the withholding of information is permitted or required by law. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

*Sec. 1-18(7). Evaluation of proposals.*

- (a) *Evaluation criteria.* The request for proposals shall state the criteria to be used in the evaluation of the proposals and shall include their relative importance. Specific numerical weighting is not required.
- (b) *Selection committee.* The Chief Procurement Officer shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No other factors or criteria may be used in the evaluation.

*Sec. 1-18(8). Discussion with offerors.* Discussions may be conducted with offerors.

*Sec. 1-18(9). Negotiations with offerors and revisions to proposals.* Negotiations may be conducted with offerors. 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.

- (a) *Concurrent negotiations.* Negotiations may be conducted concurrently with offerors for the purpose of determining source selection and/or contract award.
- (b) *Exclusive negotiations.* Exclusive negotiations may be conducted with the offeror whose proposal is determined in the source selection process to be most advantageous to the Fire Authority. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the Fire

Authority may enter into exclusive negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

*Sec. 1-18(10). Contract award.* Contract award shall be made by the Chief Procurement Officer to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Fire Authority taking into consideration the evaluation criteria set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

#### **Sec. 1-19. Contracting for legal counsel.**

*Sec. 1-19(1). Authority.* For the purpose of procuring the services of legal counsel, as defined by the laws of the state, contracts for the services of legal counsel shall be awarded with the authorization of the Board of Directors or the Executive Committee except as otherwise provided by law.

*Sec. 1-19(2). Conditions for use.* Unless determined by the Board of Directors or the Executive Committee that direct selection is in the best interest of the Fire Authority, the services of legal counsel shall be procured in accordance with this code.

#### **Sec. 1-20. Small purchases.**

*Sec. 1-20(1). General.* Any contract for the purchase of supplies, equipment and services (including maintenance) not exceeding fifty thousand dollars (\$50,000.00) may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

*Sec. 1-20(2). Small purchases over ten thousand dollars (\$10,000.00).* Insofar as it is practical for small purchases in excess of ten thousand dollars (\$10,000.00) but less than fifty thousand dollars (\$50,000.00), no less than three (3) businesses shall be solicited to submit quotations. Award shall be made to the responsible bidder submitting the quotation which is most advantageous to the Fire Authority and conforms in all material respects to the solicitation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be maintained as a public record. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest of the Fire Authority to do so.

*Sec. 1-20(3). Small purchases less than ten thousand dollars (\$10,000.00).* The Chief Procurement Officer shall adopt operational procedures for making small purchases of ten thousand dollars (\$10,000.00) or less.

#### **Sec. 1-21. Sole source procurement.**

Notwithstanding any other provisions of this code, a contract may be awarded without competition when the Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service, or construction item. The using department requesting a sole source procurement shall provide written evidence to support a sole source determination. The Chief Procurement Officer may require that negotiations are conducted as to price, delivery, and terms. The Chief Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or Board of Directors. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a

public record.

**Sec. 1-22. Emergency procurements.**

Notwithstanding any other provisions of this code, the Fire Chief may make or authorize others to make emergency procurements of materials, services, or construction when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with Sections 1-17, 1-18, 1-49, or 1-50 contrary to the public interest; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The using department requesting an emergency procurement shall provide written evidence to support an emergency determination. An emergency procurement shall be limited to those materials, services, or construction necessary to satisfy the emergency need. Emergency procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Chair or Vice Chair of the Board of Directors. A written determination of the basis for the emergency and for the selection of the particular contractor shall be maintained as a public record.

**Sec. 1-23. Special procurements.**

Notwithstanding any other provisions of this code, the Executive Committee or the Board of Directors may authorize procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance) when, due to unusual or special circumstances, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services). This is not applicable to the procurement of construction services (Section 1-50). The using department requesting a special procurement shall provide written evidence to support a special procurement determination. Any special procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the special procurement and for the selection of the particular contractor shall be maintained as public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and a wise exercise of discretion and is in the public interest.

**Sec. 1-24. Cancellation of solicitations.**

*Sec. 1-24(1). Cancellation of solicitations.* An invitation for bids, a request for proposals, a request for qualifications, or other solicitation may be cancelled, or any or all bids, proposals or statements of qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the Fire Authority.

*Sec. 1-24(2). Prior to opening.*

- (a) As used in this section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications or receipt of proposals in competitive sealed proposals.
- (b) Prior to opening, a solicitation may be cancelled in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services, or construction;
  - ii. The Fire Authority no longer can reasonably expect to fund the procurement; or
  - iii. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is in the best interest of the Fire Authority.

- (c) When a solicitation is cancelled prior to opening, notice of cancellation shall be publicly posted.
- (d) The notice of cancellation shall:
  - i. Identify the solicitation;
  - ii. Briefly explain the reason for cancellation; and
  - iii. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services, or construction.

*Sec. 1-24(3). After opening.*

- (a) After opening but prior to award, all bids, proposals or statements of qualifications may be rejected in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
  - i. The Fire Authority no longer requires the materials, services or construction;
  - ii. Ambiguous or otherwise inadequate specifications or scopes of work were part of the solicitation;
  - iii. The solicitation did not provide for consideration of all factors of significance to the Fire Authority;
  - iv. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
  - v. All otherwise acceptable bids, statements of qualifications or proposals received are at clearly unreasonable prices;
  - vi. There is reason to believe that the bids, statements of qualifications or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or
  - vii. Competition was insufficient.
- (b) A notice of rejection shall be sent to all persons that submitted bids, statements of qualifications or proposals, and it shall conform to subsection 1-24(2) (d) of this section.
- (c) If all bids, proposals or request for qualifications are rejected, all bids, proposals or statements received shall remain, to the extent possible, confidential.

*Sec. 1-24(4). Documentation.* The reasons for cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

**Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications.**

- (a) A bid may be rejected if:
  - i. The bidder is determined to be non-responsible pursuant to Section 1-26;
  - ii. The bid is nonresponsive in accordance with Section 1-17; or
  - iii. It is otherwise not advantageous to the Fire Authority.
- (b) A proposal, statement of qualifications, or quotation may be rejected if:

- i. The person responding to the solicitation is determined to be non-responsible pursuant to Section 1-26; or
- ii. The proposal is incomplete, nonresponsive to solicitation requirements; or
- iii. The proposed price exceeds available funds or is unreasonable; or
- iv. It is otherwise not advantageous to the Fire Authority.

(c) The reasons for rejection shall be made a part of the procurement file and shall be available for public inspection.

#### **Sec. 1-26. Responsibility of bidders, offerors and respondents.**

*Sec. 1-26(1). Findings of non-responsibility.* If a bidder, offeror or respondent who otherwise would have been awarded a contract is found non-responsible, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the contract officer. The unreasonable failure of a bidder, offeror or respondent to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a finding of non-responsibility with respect to such bidder or offeror. The written finding shall be made part of the contract file and be made a public record.

*Sec. 1-26(2). Right of nondisclosure.* Except as required by law or court order, confidential information furnished by a bidder, offeror or respondent pursuant to this section shall not be disclosed by the Fire Authority outside of the agency, or using department, without prior written consent by the bidder, offeror or respondent.

*Sec. 1-26(3). Factors.* Factors to be considered in determining if a prospective contractor is responsible include:

- (a) The proposed contractor's financial, physical, personnel or other resources, including subcontracts;
- (b) The proposed contractor's record of performance and integrity;
- (c) Whether the proposed contractor is qualified legally to contract with the Fire Authority; and
- (d) Whether the proposed contractor supplied all necessary information concerning its responsibility.

*Sec. 1-26(4). Responsibility criteria.* The contract officer may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation.

#### **Sec. 1-27. Bid and contract security, material or service contracts.**

The Chief Procurement Officer may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Chief Procurement Officer shall consider the nature of the performance and the need for future protection to the Fire Authority. The requirement for security must be included in the invitation for bids, ~~invitation for reverse auction bids~~ or request for proposals. Failure to submit security in the amount and type of security required may result in the rejection of the bid or proposal.

#### **Sec. 1-28. Types of contracts.**

Subject to the limitations of this code, any type of contract which will promote the best interests of the Fire Authority may be used.



**Sec. 1-29. Approval of accounting system.**

The Chief Procurement Officer may require that the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles prior to award of a contract.

**Sec. 1-30. Multi-year contracts.**

Unless otherwise provided by law, a contract for materials, services or construction may be entered into for any period of time deemed to be in the best interest of the Fire Authority, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

**Sec. 1-31. Right to inspect.**

The Fire Authority may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or sub-consultant that is related to the performance of any contract awarded or to be awarded by the Fire Authority.

**Sec. 1-32. Right to audit records.**

*Sec. 1-32(1).* The Fire Authority may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data as provided in Article VII of this code to the extent that the books and records relate to the cost or pricing data. Any person who is awarded a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless otherwise specified in the contract.

*Sec. 1-32(2).* The Fire Authority is entitled to audit the books and records of a contractor, consultant or any subcontractor or sub-consultant under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contractor or consultant, and by the subcontractor or sub-consultant for a period of three (3) years from the date of final payment under the subcontract, unless otherwise specified in the contract.

**Sec. 1-33. Reporting of anticompetitive practices.**

If for any reason collusion or other anticompetitive practices are suspected among any bidders, offerors or respondents a notice of the relevant facts shall be transmitted to the Chief Procurement Officer. This section does not require a law enforcement agency conducting an investigation into such practices to convey such notice to the Chief Procurement Officer.

**Sec. 1-34. Prospective vendors lists.**

*Sec. 1-35(1).* The Chief Procurement Officer shall maintain a prospective vendors list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a Fire Authority contract.

*Sec. 1-35(2).* Persons desiring to be included on the prospective vendors list may register with the department electronically. The department may remove a person from the prospective vendors list if it is determined that inclusion is not advantageous to the Fire Authority.

*Sec. 1-35(3).* It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

**Sec. 1-35. Contract form and execution.**

All contracts entered into under this code not exceeding the amount established by Section 1-11(6) shall be executed in the name of the Fire Authority by the Chief Procurement Officer. Contracts entered into under this code exceeding the amount established by Section 1-11(6) approved by the Executive Committee shall be executed by the Fire Chief, approved as to form by the General Counsel to the Fire Authority and countersigned by the Clerk of the Authority.

**Sec. 1-36. Assignment of rights and duties.**

The Chief Procurement Officer shall have the rights and duties of the Fire Authority to contract for the purchase of all services, supplies, equipment and other personal property required by the Fire Authority in accordance with the code and all policies and procedures adopted by the Board of Directors, and administrative procedures approved by the Fire Chief, or as otherwise provided by law. Except in cases where the Board of Directors or the Executive Committee has retained authority, the purchase of services, supplies and equipment are not transferable or otherwise assignable without the written consent of the Chief Procurement Officer.

**Sec. 1-37--1-40. Reserved.**

## **ARTICLE IV. SPECIFICATIONS**

**Sec. 1-41. Definition.**

As used in this article, "specification" is used interchangeably with "scope", "scope of services", or "scope of work" and means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service, or construction item for delivery.

**Sec. 1-42. Maximum practicable competition.**

*Sec. 1-42(1).* All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the Fire Authority's needs and shall not be unduly restrictive.

*Sec. 1-42(2).* To the extent practicable and unless otherwise permitted by this code, all specifications shall describe the Fire Authority's requirements in a manner that does not unnecessarily exclude a material, service, or construction item.

*Sec. 1-42(3).* Restrictive specifications shall not be used unless such specifications are required and it is not practicable or advantageous to use a less restrictive specification. The using department requesting a restrictive specification shall provide written evidence to support the restrictive specification. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of restrictive specifications.

*Sec. 1-42(4).* To the extent practicable, the Fire Authority shall use accepted commercial specifications and shall procure standard commercial materials.

**Sec. 1-43. Specifications prepared by other than Fire Authority personnel.**

The requirements of this code regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared other than by Fire Authority personnel, including, but not limited to, those prepared by architects, engineers, designers, and consultants for public contracts, or subcontractors. No person preparing specifications shall receive any direct or indirect benefit from the utilization of such specifications.

**Sec. 1-44. Brand name or equal specification.**

A brand name or equal specification may be used to describe the standards of quality, performance, and other characteristics needed to meet the requirements of a solicitation, and which invites offers for equivalent products from a manufacturer.

**Sec. 1-45. Brand name specification.**

A brand name specification may be used to identify the sole acceptable item that meets the Fire Authority's needs. The using department requesting a brand name specification shall provide written evidence to support a brand name determination. A written determination by the Chief Procurement Officer of the basis for the brand name shall be maintained as public record. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of a brand name specification.

**Sec. 1-46. Reserved.**

**ARTICLE V.  
PROCUREMENT OF PUBLIC WORKS PROJECTS AND  
PROFESSIONAL DESIGN SERVICES**

**Sec. 1-47. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-47(1). "Capital improvement"* means an outlay of funds for the acquisition or improvement of real property, which extends the life or increases the productivity of the real property.

*Sec. 1-47(2). "Contractor"* shall mean any corporation, partnership, individual, sole proprietorship, joint venture or other legal entity which enters into a contract to sell commodities, services, or construction services to the Fire Authority.

*Sec. 1-47(4). "Construction project management"* means those services provided by a licensed architect, registered engineer, or licensed general contractor.

*Sec. 1-47(5). "Construction services"* means either of the following for construction- manager-at-risk, and design-build project delivery methods:

- (a) Construction, excluding services, through the construction-manager-at-risk project delivery methods.
- (b) A combination of construction and, as elected by the Fire Authority, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definitions of construction- manager-at-risk, and design-build in this section.

*Sec. 1-47(6). "Construction-manager-at-risk"* means a project delivery method in which:

- (a) There is a separate contract for design services and a separate contract for construction services.
- (b) The contract for construction services may be entered into at the same time as the contract for design services or at a later time.

- (c) Design and construction of the project may be in sequential phases or concurrent phases.
- (d) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(7). "Cost"* means the aggregate cost of all materials and services, including labor performed by force account.

*Sec. 1-47(8). "Design-bid-build"* means a project delivery method in which:

- (a) There is a sequential award of two (2) separate contracts.
- (b) The first contract is for design services.
- (c) The second contract is for construction.
- (d) Design and construction of the project are in sequential phases.
- (e) Finance services, maintenance services and operations services are not included.

*Sec. 1-47(9). "Design-build"* means a project delivery method in which:

- (a) There is a single contract for design services and construction services.
- (b) Design and construction of the project may be in sequential phases or concurrent phases.
- (c) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

*Sec. 1-47(10). "Design professional"* means an architect or engineer, or both, duly licensed for professional practice, who may be employed by an owner for the purpose of designing a project.

*Sec. 1-47(11). "Emergency for Public Projects"* shall have the meaning provided in Public Contract Code Sections 22035 and 22050.

*Sec. 1-47(12). "Facility"* means any plant, building, structure, ground facility, real property, street, highway or other public work improvement.

*Sec. 1-47(13). "Firm"* means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.

*Sec. 1-47(14). "Finance services"* means financing for a construction services project.

*Sec. 1-47(15). "Force account"* means work performed on public projects by the Fire Authority's regularly employed personnel.

*Sec. 1-47(16). "Maintenance work"* shall have the meaning provided in Public Contract Code Section 22002(d), as that section may be amended from time to time, and shall include the following:

- (a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

- (b) Minor repainting.
- (c) Resurfacing of streets and highways at less than one inch.
- (d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

*Sec. 1-47(17). "Preconstruction services" means advice during the design phase.*

*Sec. 1-47(18). "Professional design services" means architect services, engineering services, geologist services, landscape architect services, and land surveying service or any combination of those services that are legally required to be accomplished, reviewed, and approved by professionals registered to practice in the pertaining discipline in the State of California.*

*Sec. 1-47(19). "Professional engineer" refers to a person engaged in the professional practice of rendering service or creative work requiring education, training and experience in engineering sciences and the application of special knowledge of the mathematical, physical and engineering sciences in such professional or creative work as consultation, investigation, evaluation, planning or design of public or private utilities, structures, machines processes, circuits, buildings, equipment or projects, and supervision of construction for the purpose of securing compliance with specifications and design for any such work.*

*Sec. 1-47(20). "Public project" shall have the meaning provided in Public Contract Code Section 22002(c), as that section may be amended from time to time, and shall include the following:*

- (a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (b) Painting or repainting of any publicly owned, leased, or operated facility.
- (c) "Public project" does not include maintenance work.

*Sec. 1-47(21). "Public works contract" means an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.*

*Sec. 1-47(22). "Solicitation" shall mean an invitation for bids, request for quotations, request for qualifications, or request for proposals issued by the Fire Authority for the purpose of requesting bids, quotes or proposals to perform a contract.*

*Sec. 1-47(23) "Uniform Public Construction Cost Accounting Act" is an alternative method for public project work performed or contracted by public entities in California as defined by Public Contract Code Section 22000 et seq. The Fire Authority adopted the alternative informal bidding procedures on February 22, 1996 establishing informal bidding procedures for public works.*

## **Sec. 1-48 Procurement of public projects.**

*Sec. 1-48(1). Procurement of public projects, in accordance with the limits listed in Section 22302 of the Public Contract Code, as those limits may be amended from time to time, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest*

of the Fire Authority.

*Sec. 1-48(2).* Contracts for construction shall be solicited through a competitive sealed bid process except as otherwise provided for in Sections 1-52 (procurement of construction services), 1-20 (small purchases), 1-21 (sole source procurement), and 1-22 (emergency procurements). The Chief Procurement Officer shall award contracts for public projects in accordance with the requirements of Public Contract Code Section 22000 et seq. and this code.

*Sec. 1-48(3). Force Account and informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(a), as amended from time to time, may be performed by the employees of the Fire Authority, by negotiated contract, or by purchase order.

*Sec. 1-48(4). Informal bidding procedures.* Public works projects of the amount set forth in Public Contract Code Section 22032(b), as amended from time to time, may be let to contract by informal bidding procedures as set forth in Section 1-49(1).

*Sec. 1-48(5). Formal bidding procedures.* Public projects exceeding the amount set forth in Public Contract Code Section 22032(c), as may be amended from time to time, shall be let to contract by formal bidding procedures as set forth in Section 1-50.

*Sec. 1-48(6) Payment bond.* In accordance with the Civil Code Section 9550 et seq. all public works bids involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall require a payment bond in an amount not less than 100 percent of the total amount payable pursuant to the public works contract.

#### **Sec. 1-49. Public project informal bidding procedures.**

*Sec. 1-49(1).* Public projects which are subject to the informal bidding procedures as set forth in Section 1-48, shall be awarded to the lowest responsible bidder in accordance with the Public Contract Code Section 22000 et seq.

*Sec. 1-49(2). Contractors list.* The Fire Authority shall maintain a list of qualified contractors, identified according to categories of work. The development and maintenance of the list shall be in accordance with the provisions in the Public Contract Code Section 22034 and criteria established from time to time by the California Uniform Construction Cost Accounting Commission.

*Sec. 1-49(3). Notice inviting informal bids.* All contractors on the list of qualified contractors for the category of work to be bid or all construction trade journals as specified in the Public Contract Code Section 22036, or both, shall be sent a notice inviting informal bids unless the product or service delivery is proprietary. Additional contractors and/or construction trade journals may be notified at the discretion of the Chief Procurement Officer. If there is no list of qualified contractors maintained by the Fire Authority for the particular category of work to be performed, the notice shall be sent to the construction trade journals specified by the Commission.

*Sec. 1-49(4). Sending notices and descriptions of project.* All sending of notices to contractors and construction trade journals pursuant to Section 1-49(3) shall be completed not fewer than ten calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

*Sec. 1-49(5). Award of informal bids.* The Chief Procurement Officer is authorized to award informal bids for public projects.



*Sec. 1-49(6). Bids in excess of the formal bid limit.* If all bids received are in excess of the amount set forth in Public Contract Code Section 22032(b), as may be amended from time to time, the Board of Directors may by passage of a resolution by a four-fifths vote, award the contract, to the lowest responsible bidder, if it determines the cost estimate was reasonable and the contract amount will not exceed the amount set forth in Public Contract Code Section 22034(d), as may be amended from time to time.

#### **Sec. 1-50. Public project formal bidding procedures.**

*Sec. 1-50(1).* Public projects which are subject to formal bidding procedures, shall be awarded to the lowest responsive and responsible bidder in accordance with the procedures set forth in this section.

*Sec. 1-50(2). Notice inviting formal bids.* The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days before the date of opening the bids, in a newspaper of general circulation within the jurisdiction of the Fire Authority. The notice inviting formal bids shall also be sent electronically to all construction trade journals specified for the County of Orange in the Public Contract Code Section 22036 at least fifteen (15) calendar days before the date of bid opening. In addition to notice required by this section, the Fire Authority may give other notice as it deems proper.

*Sec. 1-50(3). Adopt plans.* The Board of Directors of the Fire Authority shall adopt plans, specifications, and working details for all public projects as required by Public Contract Code 22039, exceeding the amount specified in the Public Contract Code Section 22032(c).

*Sec. 1-50(4). Bidder security.* All formal public projects shall require bidder's security as required by state law. Bid security shall be in an amount equal to at least ten percent of the amount bid, or such other amount as may be set forth in Public Contract Code Section 20171, as may be amended from time to time. Any bid bond submitted shall be executed by an admitted surety insurer which meets the rating requirements established by the risk manager or designee, made payable to the Fire Authority.

*Sec. 1-50(5). Prequalification.* The Fire Authority may require bidders to meet certain criteria in order to be placed upon a bidder's list to bid on formal public projects.

*Sec. 1-50(6). Award of formal bids.* The Board of Directors of the Fire Authority shall award all formal public works projects.

#### **Sec. 1-51. Procurement of professional design services.**

Contracts for professional design services shall be solicited and selected in accordance with Government Code Section 4525 et seq. through a request for qualifications.

#### **Sec. 1-52. Procurement of construction services.**

Contracts for construction services shall be solicited through a design-bid build or a design-build process in accordance with Public Contract Code Section 22160 et seq. except as otherwise provided for in Section 1-53. The Board of Directors or delegated authority shall award all contracts for construction services in accordance with the state requirements and this code.

#### **Sec. 1-53. Public project emergencies procedure.**

In cases of emergency, when repair or replacements are necessary to permit the continued conduct of the operation or services of the Fire Authority or to avoid danger to life or property, the Chair or Vice Chair

of the Board of Directors, after making a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and, that the action is necessary to respond to the emergency, may by a four-fifths vote, proceed at once to replace or repair any public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. The Fire Chief shall have the power to declare a public emergency when it is impractical to convene a meeting of the Board of Directors, subject to confirmation by the Board, by a four-fifths vote, at its next meeting and reviewed at least at every regularly scheduled meeting thereafter until the action is terminated. This procedure shall be subject to any other requirements of Public Contract Code Sections 22035 and 22050, as may be amended from time to time.

**Sec. 1-54--1-57. Reserved.**

## **ARTICLE VI. CONTRACT TERMS AND CONDITIONS**

**Sec. 1-58. Contract terms and conditions.**

All Fire Authority contracts shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Chief Procurement Officer shall have the authority to establish and modify any such terms and conditions.

**Secs. 1-59--1-61. Reserved.**

## **ARTICLE VII. COST PRINCIPLES**

**Sec. 1-62. Cost principles.**

The Chief Procurement Officer shall establish cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs.

**Sec. 1-63. Cost or pricing data.**

The submission of current cost or pricing data may be required in connection with any award, change order or contract modification.

**Secs. 1-64, 1-65. Reserved.**

## **ARTICLE VIII. MATERIALS MANAGEMENT**

**Sec. 1-66. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-66(1). "Property"* means controlled fixed assets including supplies, materials or equipment with a useful life of more than one (1) year and value greater than \$5,000.

*Sec. 1-66(2). "Property transfer"* means the transfer of controlled fixed assets between using agencies or transfer of property to or from the surplus property program.

*Sec. 1-66(3).* "Surplus property" means property no longer needed by using department for their operations, property in poor or non-working condition, or property that is a by-product (e.g. scrap metal, used tires and oil, etc.).

**Sec. 1-67. Materials management guidelines.**

The Chief Procurement Officer shall establish guidelines as may be required governing:

*Sec. 1-67(1).* The transfer of surplus property and operation of the surplus property program.

*Sec. 1-67(2).* The sale or disposal of surplus property, by auction, competitive sale or other authorized method.

*Sec. 1-67(3).* The trade-in of surplus property for purchase of new equipment.

**Sec. 1-68. Inventory management.**

The Chief Procurement Officer shall manage the Fire Authority service center which provides warehousing services including inventory management, shipping, receiving, storing, issuing and servicing of supplies and inventory for the Fire Authority. The Chief Procurement Officer will establish policies and procedures required for efficient and effective operation of the inventory system including the purchase of inventory, sale or other disposal of inventory items no longer needed, delivery and other services provided to using agencies.

**Sec. 1-69. Disposition of surplus property.**

*Sec. 1-69(1).* The Chief Procurement Officer will operate a surplus property program for the purpose of receiving, storing, transferring, or selling surplus property no longer needed by using agencies.

*Sec. 1-69(2).* Using agencies shall request department authorization to transfer controlled fixed assets to another using department, or to request transfer of property into or from the surplus property program.

*Sec. 1-69(3).* Unless otherwise provided for, surplus property no longer needed by any using department shall be offered through competitive sale to the highest responsible bidder.

*Sec. 1-69(4).* Unless otherwise provided, all proceeds from the sale of surplus property will be deposited into the Fire Authority's general fund. Proceeds from sale of enterprise, federal, grant or other special designation property will be reimbursed, less pro-rated selling expenses, to the appropriate fund, after completion of each sale.

*Sec. 1-69(5).* If surplus property has an estimated value of less than five thousand dollars (\$5,000) and it is proposed that the property may be donated, the Chief Procurement Officer has the authority to determine whether the proposed donation of the surplus property to another local agency or non-profit organization meets the intent of the California Constitution whereby when a public agency gives a surplus item to another organization, the item must be used for a public purpose of interest and benefit generally to the people of the agency's jurisdiction and in keeping with the agency's purpose. Said donations shall require the prior approval of the Fire Chief and a release of liability to the Fire Authority from the agency accepting the donated surplus property. Any request for donation with a fair market value exceeding five thousand dollars (\$5,000) shall require prior approval by the Board of Directors or the Executive Committee.

*Sec. 1-69(6).* If surplus property is deemed to have historical significance by the Fire Chief and or/his designee, the historical property will be transferred and placed in the custody of a designated

section manager for safe keeping.

**Secs. 1-70--1-74. Reserved.**

## **ARTICLE IX. LEGAL AND CONTRACTUAL REMEDIES**

### **Sec. 1-75. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-75(1). "Adequate evidence"* means more than mere accusation but less than substantial evidence. Consideration shall be given to the amount of credible information available, reasonableness in view of surrounding circumstances, corroboration, and other inferences that may be drawn from the existence or absence of affirmative facts.

*Sec. 1-75(2). "Contract claim"* means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, payment in a sum certain, adjustment or interpretation of contract terms, or other relief arising under or relating to the contract.

*Sec. 1-75(3). "Filed"* means delivery to the contract officer or to the Chief Procurement Officer, whichever is applicable. A time and date of receipt shall be documented in a verifiable manner for purposes of filing.

*Sec. 1-75(4). "Governing instruments"* means those legal documents that establish the existence of an organization and define its powers including articles of incorporation or association, constitution, charter and by-laws.

*Sec. 1-75(5). "Interested party"* means an actual or prospective bidder, respondent or offeror whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract or by the failure to award a contract. Whether an economic interest exists will depend upon the circumstances of each case. An interested party does not include a supplier, subconsultant or subcontractor to an actual or prospective bidder, respondent or offeror.

*Sec. 1-75(6). "Receipt"* means the earlier of actual receipt or the first attempted delivery by certified mail, or by any other means that provides evidence of the attempt, to the persons last known address.

*Sec. 1-75(7). "Substantial evidence"* means such relevant evidence as a reasonable person might accept as sufficient to support a particular conclusion.

### **Sec. 1-76. Authority of the Chief Procurement Officer.**

The Chief Procurement Officer shall have the authority to settle and resolve protests and contract claims. Appeals from the decisions of the Chief Procurement Officer may be made to the Fire Chief pursuant to the provisions of this article.

### **Sec. 1-77. Right to protest.**

Any actual interested party who is aggrieved in connection with the solicitation or award of a contract may

protest to the Chief Procurement Officer.

**Sec. 1-78. Filing of a protest.**

*Sec. 1-78 (1). "Content of protest".* The protest shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the protestant;
- (b) The signature of the protestant or its representative;
- (c) Identification of the solicitation or contract number;
- (d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) The form of relief requested.

**Sec. 1-79. Time for filing protests.**

*Sec. 1-79(1).* Protests concerning improprieties in a solicitation. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date.

*Sec. 1-79(2).* In cases other than those covered in subsection (1) of this section, protests shall be filed within seven (7) days after the aggrieved person knows or should have known of the facts giving rise thereto; however, in no event shall the protest be filed later than seven (7) days after issuance of intent to award.

*Sec. 1-79(3).* The Chief Procurement Officer, without waiving the Fire Authority's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.

*Sec. 1-79(4).* The Chief Procurement Officer shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right to intervene.

**Sec. 1-80. Stay of procurements during the protest.**

In the event of a timely protest under Section 1-79, the Fire Authority may proceed further with the solicitation or with the award of the contract unless the Chief Procurement Officer makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the Fire Authority.

**Sec. 1-81. Confidential information.**

*Sec. 1-81(1).* Material submitted by a protestant shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to Section 1-6.

*Sec. 1-81(2).* If the protestant believes the protest contains material that should be withheld, a statement advising the Chief Procurement Officer of this fact shall accompany the protest submission in accordance with Section 1-6.

## **Sec. 1-82. Decision by the Chief Procurement Officer.**

*Sec. 1-82(1).* The Chief Procurement Officer shall issue a written decision within fourteen (14) days after a protest has been filed pursuant to Section 1-78. The decision shall contain an explanation of the basis of the decision.

*Sec. 1-82(2).* The Chief Procurement Officer shall furnish a copy of the decision to the protestant, by e-mail and/or certified mail, return receipt requested, or by any other method that provides evidence of receipt.

*Sec. 1-82(3).* The time limit for decisions set forth in subsection (1) of this section may be extended by the Fire Chief for a reasonable time not to exceed thirty (30) days. The Chief Procurement Officer shall notify the protestant in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

*Sec. 1-82(4).* If the Chief Procurement Officer fails to issue a decision within the time limits set forth in subsection (1) or (3) of this section, the protestant may proceed as if the Chief Procurement Officer had issued an adverse decision.

*Sec. 1-82(5).* The Chief Procurement Officer's decision shall contain a statement regarding the appeals process that is available pursuant to this article.

## **Sec. 1-83. Remedies.**

*Sec. 1-83(1).* If the Chief Procurement Officer sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award, or contract award does not comply with the procurement code, the Chief Procurement Officer shall implement an appropriate remedy.

*Sec. 1-83(2).* In determining an appropriate remedy, the Chief Procurement Officer shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to:

- (a) The seriousness of the procurement deficiency;
- (b) The degree of prejudice to other interested parties or to the integrity of the procurement process;
- (c) The good faith of the parties;
- (d) The extent of performance;
- (e) Costs to the Fire Authority;
- (f) The urgency of the procurement; and
- (g) The impact of the relief on the using department's mission.

*Sec. 1-83(3).* An appropriate remedy may include one or more of the following:

- (a) Reject all bids, responses or proposals;
- (b) Terminate the contract;



- (c) Reissue the solicitation;
- (d) Issue a new solicitation;
- (e) Award a contract consistent with the procurement code;
- (f) Such other relief as is determined necessary to ensure compliance with the General Law and this code.

#### **Sec. 1-84. Appeals to the Fire Chief.**

*Sec. 1-84(1). Appeal.* An appeal from a decision entered or deemed to be entered by the Chief Procurement Officer shall be filed with the Fire Chief within seven (7) days from the date the decision is issued. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-84(2). Content of appeal.* The appeal shall contain:

- (a) The information set forth in Section 1-78, including the identification of confidential information in the manner set forth in Section 1-81;
- (b) A copy of the decision of the Chief Procurement Officer; and
- (c) The precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

#### **Sec. 1-85. Notice of appeal.**

*Sec. 1-85(1).* The Fire Chief shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings.

*Sec. 1-85(2).* The Fire Chief shall, upon request, furnish copies of the appeal to those named in subsection (1) of this section subject to the provisions of Section 1-81.

#### **Sec. 1-86. Stay of procurement during appeal.**

If an appeal is filed during the procurement and before an award of a contract and the procurement or award of the contract was stayed by the Chief Procurement Officer pursuant to Section 1-80, the filing of an appeal shall automatically continue the stay unless the Fire Chief makes a written determination that the procurement or award of the contract without delay is necessary to protect substantial interests of the Fire Authority.

#### **Sec. 1-87. Chief Procurement Officer's report.**

*Sec. 1-87(1). Report.* The Chief Procurement Officer shall file a report on the appeal with the Fire Chief within seven (7) days from the date the appeal is filed. At the same time, Chief Procurement Officer shall furnish a copy of the report to the appellant by e-mail and/or certified mail, return receipt requested or any other method that provides evidence of receipt, and to any interested parties who have responded to the notice given pursuant to Section 1-85(2). The report shall contain copies of:

- (a) The appeal;
- (b) Any other documents that are relevant to the protest; and

- (c) A statement by the Chief Procurement Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.

*Sec. 1-87(2). Extension for filing of report.*

- (a) The Chief Procurement Officer may request in writing an extension of the time period setting forth the reason for extension.
- (b) The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if an extension is granted, set forth a new date for the submission of the report. The Chief Procurement Officer shall notify the appellant in writing that the time for the submission of the report has been extended and the date by which the report will be submitted.

*Sec. 1-87(3). Comments on report.*

- (a) The appellant shall file comments on the Chief Procurement Officer's report with the Fire Chief within seven (7) days after receipt of the report. Copies of the comments shall be provided by the appellant to the Chief Procurement Officer and all other interested parties. The comments must contain a statement or confirmation as to the appellant's requested form of relief.
- (b) The Fire Chief may grant an extension on the time period to file comments pursuant to a written request made by the appellant within the period set forth in subsection (3)(a) of this section stating the reason an extension is necessary. The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if the extension is granted, set forth a new date for the filing of comments. The Fire Chief shall notify the Chief Procurement Officer of any extension.

**Sec. 1-88. Dismissal by the Fire Chief.**

The Fire Chief shall dismiss, upon a written determination, an appeal if:

*Sec. 1-88(1).* The appeal does not state a valid basis, including a detailed statement of the legal and factual grounds, for protest; or

*Sec. 1-88(2).* The appeal is untimely pursuant to Section 1-84(1).

**Sec. 1-89. Remedies.**

If the Fire Chief sustains the appeal in whole or part and determines that a solicitation, evaluation process, proposed award, or award does not comply with the general law and/or this code, remedies may be implemented pursuant to Section 1-83.

**Sec. 1-90. Filing of a contract claim.**

*Sec. 1-90(1).* "Content of claim". The claim shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the claimant;
- (b) The signature of the claimant or its representative;
- (c) Identification of the solicitation or contract number;

- (d) A detailed statement of the legal and factual grounds of the claim including copies of relevant documents; and
- (e) The form of relief requested.

#### **Sec. 1-91. Chief Procurement Officer's decision.**

*Sec. 1-91(1). Written decision.* If a contract claim cannot be resolved by mutual agreement, the Chief Procurement Officer shall, upon a written request by the contractor for a final decision, issue a written decision no more than sixty (60) days after the request is filed. Before issuing a final decision, the Chief Procurement Officer shall review the facts pertinent to the contract claim or controversy and secure any necessary assistance from legal, financial, procurement, and other advisors.

*Sec. 1-91(2). Final decision.* The Chief Procurement Officer shall furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The decision shall include:

- (a) A description of the claim;
- (b) A reference to the pertinent contract provision;
- (c) A statement of the factual areas of agreement or disagreement;
- (d) A statement of the Chief Procurement Officer's decision, with supporting rationale;
- (e) A statement regarding the appeals process that is available pursuant to this article.

#### **Sec. 1-92. Issuance of a timely decision.**

*Sec. 1-92(1).* The time limit for decisions set forth in Section 1-91(1) may be extended for good cause. The Chief Procurement Officer shall notify the contractor in writing that the time for the issuance of a decision has been extended and the date by which a decision is anticipated.

*Sec. 1-92(2).* If the Chief Procurement Officer fails to issue a decision within sixty (60) days after the request on a claim is filed or within the time prescribed under subsection (1) of this section, the contractor may proceed as if the Chief Procurement Officer had issued an adverse decision.

#### **Sec. 1-93. Appeals to the Fire Chief.**

*Sec. 1-93(1). Appeal of final decision.* An appeal of a final decision of a Chief Procurement Officer on a claim shall be filed with the Fire Chief within five (5) days from the date the decision is received. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

*Sec. 1-93(2). Content of appeal.* The appeal shall contain a copy of the decision of the Chief Procurement Officer and the basis for the precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

*Sec. 1-93(3). Final decision, mediation service or arbitration.* The Fire Chief may make the final decision in accordance with Section 1-97 or to refer to mediation services in accordance with Section 1-95 or refer to arbitration in accordance with Section 1-96.

#### **Sec. 1-94. Fire Authority claims against a contractor.**

All contract claims asserted by the Fire Authority against a contractor that are not resolved by mutual agreement shall promptly be referred by the Chief Procurement Officer to the Fire Chief for a final decision in accordance with Section 1-97, or mediation, in accordance with Section 1-95, or arbitration in accordance with Section 1-96.

**Sec. 1-95. Mediation.**

Contract claims may be resolved utilizing mediation services if the Fire Chief determines the use of such services is in the best interest of the Fire Authority.

**Sec. 1-96. Arbitration.**

Contract claims may be resolved utilizing arbitration if the Fire Chief determines the use of arbitration is in the best interest of the Fire Authority. The claim shall be settled by arbitration in accordance with the current construction industry arbitration rules of the American Arbitration Association or, at the option of the Fire Authority, in accordance with the provisions of the California Arbitration Act (CAA) (Cal. Civ. Proc. Code §§ 1280-1294.2) or the Federal Arbitration Act (FAA) (9 U.S.C. §§ 1-16, 201-208, 301-307).

**Sec. 1-97. Final decision by the Fire Chief.**

*Sec. 1-97(1).* The Fire Chief may affirm, modify, or reject the Chief Procurement Officer's decision in whole or in part, or make any other appropriate disposition.

*Sec. 1-97(2).* A decision by the Fire Chief shall be final. The decision shall be sent to all parties by e-mail, certified mail, return receipt requested or by any other method that provides evidence of receipt. If a stay was issued, the final decision by the Fire Chief shall lift any such stay, unless the Fire Chief determines that the continued stay is necessary to protect the substantial interest of the Fire Authority.

**Sec. 1-98. Judicial review of protests or claims.**

Any decision of the Fire Chief regarding a protest (§ 1-77 et seq.) or claim (§ 1-90 et seq.) under this code shall be final. Exhaustion of the procedures set forth in this code shall be a condition precedent to any person seeking judicial review of a final decision by the Fire Chief.

**Sec. 1-99. Exclusive remedy.**

Notwithstanding any law to the contrary, this article shall provide the exclusive procedure for asserting a claim or cause of action against the Fire Authority arising in relation to any procurement conducted under this code.

**Secs. 1-100--1-115. Reserved.**

## **ARTICLE X. COOPERATIVE PURCHASING**

**Sec. 1-116. Definitions.**

In this article, unless the context otherwise requires:

*Sec. 1-116(1).* "Cooperative purchasing" means procurement conducted by, or on behalf of, more than one public procurement unit.

*Sec. 1-116(2).* "Eligible public procurement unit" means any state, county, city, town, and any other political subdivision, public authority, educational, health or other institution, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies,

services and construction, and any not-for-profit entity.

**Sec. 1-117. Applicability.**

Agreements entered into pursuant to this article shall be limited to the areas of procurement, warehousing or materials management.

**Sec. 1-118. Cooperative purchasing authorized.**

The Fire Authority may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to joint or multi-party contracts between public procurement unit and open-ended public procurement unit contracts that are made available to other public procurement units. Parties under a cooperative purchasing agreement may:

*Sec. 1-118(1).* Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.

*Sec. 1-118(2).* Cooperatively use materials or services.

*Sec. 1-118(3).* Commonly use or share warehousing facilities, capital equipment and other facilities.

*Sec. 1-118(4).* Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.

*Sec. 1-118(5).* On request, make available to other eligible public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request reimbursement for the reasonable and necessary costs of providing such services.

The activities described in paragraphs (1) through (5) do not limit the activities of parties under a cooperative purchasing agreement.

**Sec. 1-119. Cooperative purchasing source selection methods.**

All cooperative purchasing conducted under this Article shall be through contracts awarded by a public agency through full and open competition, including use of source selection methods substantially equivalent to those specified in Article III (Source Selection and Contract Formation) of this code.

**Secs. 1-120, 1-121. Reserved.**

**ARTICLE XI.  
RESERVED**

**Secs. 1-122--1-126. Reserved.**

**ARTICLE XII.  
ETHICS IN PUBLIC CONTRACTING**

**Sec. 1-127. Procurement Ethics Standards**

*Sec. 1-127(1).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement shall discharge their duties in accordance with high ethical standards by practicing their profession with integrity, honesty, truthfulness and adherence to the absolute obligation to safeguard the public trust.

*Sec 1-127(2).* The Chief Procurement Officer, as well as those involved in Fire Authority procurement, shall be subject to the Conflict of Interest Code and subsequent amendments adopted by the Fire Authority.

*Sec. 1-127(3).* The Chief Procurement Officer shall adopt a Procurement Ethics Policy and Procedures applicable to all Fire Authority procurement functions.

**Secs. 1-128--1-130. Reserved.**



# **ATTACHMENT 5**



# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Board of Directors Regular Meeting  
Thursday, May 26, 2016  
6:00 P.M.**

**Regional Fire Operations and Training Center Board Room  
1 Fire Authority Road  
Irvine, CA 92602-0125**

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## **CALL TO ORDER**

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on May 26, 2016, at 6:12 p.m. by Chair Hernandez.

## **INVOCATION**

Chaplain Harry Robinson offered the invocation and a moment of silence in memory of the passing of OCFA Director Jerry McCloskey (Laguna Niguel).

Chair Hernandez introduced a brief video presentation in honor and memory of Director McCloskey.

## **PLEDGE OF ALLEGIANCE**

Director Steggell led the Assembly in the Pledge of Allegiance to the Flag.

## **ROLL CALL**

Angelica Amezcua, Santa Ana  
Rick Barnett, Villa Park  
Carol Gamble, Rancho Santa Margarita  
Shelley Hasselbrink, Los Alamitos  
Robert Johnson, Cypress  
Joseph Muller, Dana Point  
Dwight Robinson, Lake Forest  
Don Sedgwick, Laguna Hills  
David Sloan, Seal Beach  
Michele Steggell, La Palma  
Tri Ta, Westminster

Robert Baker, San Clemente  
Lisa Bartlett, County of Orange  
Craig Green, Placentia  
Gene Hernandez, Yorba Linda  
Jeffrey Lalloway, Irvine  
Al Murray, Tustin  
Ed Sachs, Mission Viejo  
David Shawver, Stanton  
Todd Spitzer, County of Orange  
Elizabeth Swift, Buena Park

**Absent:** Noel Hatch, Laguna Woods  
Phillip Tsunoda, Aliso Viejo

John Perry, San Juan Capistrano

## **Also present were:**

Fire Chief Jeff Bowman  
Assistant Chief Brian Young  
Assistant Chief Lori Smith  
Clerk of the Authority Sherry Wentz

Assistant Chief Dave Thomas  
Assistant Chief Lori Zeller  
General Counsel David Kendig  
Communications Director Sandy Cooney

## **PRESENTATIONS**

### **1. Requests for Commendations and Proclamations**

On motion of Director Murray and second by Vice Chair Swift, the Board voted unanimously by those present to approve the requests as submitted and make the presentations to those present.

- A. Presentation of Certificate of Achievement to the Business Services Department – Finance Division, Orange County Fire Authority for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA) for its Comprehensive Annual Financial Report (CAFR)  
(F: 11.09B) (X: 17.10F)

Chair Hernandez and Fire Chief Bowman presented Finance Manager Jim Ruane and General Accounting Manager Tammie Pickens with the Certificate of Achievement.

### **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 11.12)**

Budget and Finance Committee Vice Chair Swift reported at the May 11, 2016, meeting, the Committee received and filed the following reports: Rosenow Spevacek Group, Inc. - Final Property Tax Revenue Projections and the Financial Audit Discussion with Lance, Soll and Lunghard. The Committee reviewed and voted unanimously to send the Monthly Investment Reports and the 3<sup>rd</sup> Quarter Financial Newsletter to the Executive Committee for its approval, and send the Review of the Fiscal Year 2016/17 Proposed Budget, and the Fiscal Year 2014/15 Backfill/Overtime and Calendar Year 2015 Total Earnings/Compensation Analysis to the Board of Directors for its approval.

### **REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 11.12)**

Human Resources Committee Chair Shawver reported at the May 3, 2016, meeting, the Committee received and filed the EthicsPoint Hotline Annual Report. The Committee reviewed and voted unanimously to send the consideration of the Award of RFP #JA2059 for Pre-employment and Internal Affairs Investigative Services to the Executive Committee for its approval and Coverage of Volunteers under the OCFA Self-Insured Workers' Compensation Program to the Board of Directors for its approval. The Committee also received an update on recruitments for sworn and non-sworn personnel and status reports for Academies 42 and 43.

### **REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR (F: 11.12)**

Claims Settlement Committee Chair Hernandez reported the Claims Settlement Committee considered Workers' Compensation claims for claimants Mark Danielson, Paul Keim, Ed Hardy, and Gregory Hennessey. There were no reportable actions.

## **REPORT FROM THE FIRE CHIEF (F: 11.14)**

Fire Chief Jeff Bowman deferred his report to a future meeting.

## **PUBLIC COMMENTS – PUBLIC SESSION (F: 11.11)**

Using the Chair's discretion, Chair Hernandez combined the Public and Closed Session Comments portion of the meeting to be heard at this time.

Stephen Wontrobski, Mission Viejo resident, commented on Fire Chief Bowman's letter to the editor of the Orange County Register, the Unfunded Actuarial Accrued Liability, labor negotiations, and employee total compensation.

The following representatives of the Orange County Professional Firefighters Association, Local 3631, provided comments on on-going labor negotiations:

Ray Geagan, Local 3631 President  
John Biegler, Tustin resident/OCFA Firefighter  
Buddy Brown, OCFA Firefighter  
Justin Hinds, OCFA Firefighter  
Jeff Hubert, Los Alamitos resident/OCFA firefighter  
Andrew Bailey, San Clemente resident/OCFA Firefighter  
Matt Schuetz, Laguna Niguel resident/OCFA Firefighter  
Brad Burns, Yorba Linda resident/OCFA Firefighter  
Dominic Cacioppo, OCFA Firefighter  
Hiddo Horlings, Local 3631 Lead Labor Negotiator/Dana Point resident

Director Amezcua arrived at this point (6:51 p.m.)

## **2. MINUTES**

### **A. Minutes from the April 28, 2016, Regular Board of Directors Meeting (F: 11.06)**

On motion of Director Shawver and second by Director Johnson, the Board of Directors voted unanimously by those present to approve the April 28, 2016, Regular Board of Directors Minutes, as submitted.

Directors Barnett, Gamble, Muller, and Murray were recorded as abstentions, due to their absence from the meeting.

### **3. CONSENT CALENDAR**

#### **A. Proposed Purchasing Ordinance – Second Reading (F: 11.10H) (X: 11.08)**

On motion of Director Murray and second by Director Shawver, the Board of Directors voted unanimously by those present to:

1. Waive the full reading of the proposed Ordinance.
2. Adopt and read by title only proposed Ordinance No. 008 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY REPEALING ORDINANCE NO. 006 AND ORDINANCE NO. 007 AND ESTABLISHING THE PURCHASING RULES AND PROCEDURES OF THE ORANGE COUNTY FIRE AUTHORITY.

#### **B. Coverage of Volunteers under the OCFA Self-Insured Workers' Compensation Program (F:18.10A2) (X: 17.11)**

On motion of Director Murray and second by Director Shawver, the Board of Directors voted unanimously by those present to:

1. Rescind Resolution No. 2012-08 in its entirety.
2. Adopt Resolution No. 2016-03 entitled: A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE INCLUSION OF VOLUNTEERS WITHIN ITS WORKERS' COMPENSATION INSURANCE PROGRAM.

#### **C. Secured Fire Protection Agreement for Public Storage (Irvine) (F: 18.14)**

On motion of Director Murray and second by Director Shawver, the Board of Directors voted unanimously by those present to:

1. Approve and authorize the Fire Chief or his designee to execute Secured Fire Protection Agreement with PS Southern California One related to the Public Storage Project, Irvine.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange, and furnish the developer a copy of the conformed document within fifteen days of recordation.

### **4. PUBLIC HEARING(S)**

#### **A. Review and Approval of the Fiscal Year 2016/17 Proposed Budget (F: 15.04)**

Assistant Chief Lori Zeller presented the Fiscal Year 2016/17 Proposed Budget.

Chair Hernandez opened the Public Hearing for public comment. Hearing no comments, Chair Hernandez closed the public portion of the Public Hearing.



On motion of Director Johnson and second by Director Muller, the Board of Directors voted unanimously by those present to:

1. Conduct the Public Hearing.
2. Adopt the submitted FY 2016/17 Proposed Budget.
3. Adopt proposed Resolution No. 2016-04 entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET FOR THE ORANGE COUNTY FIRE AUTHORITY FOR FISCAL YEAR 2016/17.
4. Approve and authorize the temporary transfer of up to \$45.6 million to the General Fund (Fund 121) from the following Capital Improvement Program (CIP) Funds to cover a projected temporary cash flow shortfall for FY 2016/17 due to timing differences between the receipt of tax revenues and the payment of expenditures:
  - Fund 123 Fire Stations and Facilities - \$14.0 million
  - Fund 124 Communications and Information Systems - \$13.3 million
  - Fund 133 Fire Apparatus - \$18.3 million
5. Approve and authorize the repayment of \$45.6 million borrowed funds from Fund 121 to the above CIP Funds, along with interest, when General Fund revenues become available in FY 2016/17.
6. Approve and authorize a FY 2015/16 budget adjustment to increase General Fund revenues by \$266,787 and decrease appropriations by \$8,033,620.

## **5. DISCUSSION CALENDAR**

### **A. Fiscal Year 2014/15 Backfill/Overtime and Calendar Year 2015 Total Earnings/Compensation Analysis (F: 15.11)**

Finance Manager Jim Ruane presented a PowerPoint presentation and overview of the Backfill/Overtime and Calendar Year 2015 Total Earnings/Compensation Analysis.

Stephen Wontrobski, Mission Viejo resident, addressed discretionary overtime and backfilling with reserves.

On motion of Director Ta and second by Director Amezcua, the Board of Directors voted unanimously by those present to:

1. Direct staff to continue working towards an ability to fill permanent vacancies (exceeding those required by MOU) as quickly as possible after the positions become vacant.
2. Direct staff to continue using overtime to fill temporary vacancies rather than hiring additional personnel, recognizing this as a cost-effective practice for temporary needs.

### **B. 2016 Equity Ad Hoc Committee (F: 12.03E4)**

Fire Chief Jeff Bowman deferred to Chair Hernandez to present the 2016 Equity Ad Hoc Committee agenda item for discussion.

Stephen Wontrobski, Mission Viejo resident, spoke in opposition to the Equity Ad Hoc Committee.

Board discussion ensued.

On motion of Director Gamble and second by Director Barnett, the Board of Directors voted unanimously by those present to rescind the formation of a 2016 Equity Ad Hoc Committee, noting it is at the discretion of the two agencies, County of Orange and City of Irvine to deliberate the issue of equity, and, when appropriate, present proposed options to the Board of Directors.

#### **BOARD MEMBER COMMENTS (F: 11.13)**

Director Muller recognized Captain Eric Gafner, Engineer Jason Jones, Firefighters Jonah Mesritz, and Brian Raymond of Fire Station 29, whose quick response at the Whale Watching Parade saved a spectator in cardiac arrest.

Director Gamble recognized both Deputy Fire Marshal Jennifer Bower and Assistant Fire Marshal Eric Evans, who provided plan check assistance quickly and with great professionalism.

Director Sloan commended Seal Beach firefighters for their unified command with other agencies to combat the recent Seal Beach pier fire.

Director Murray commented on the progress of Senate Bill 2971; the National Urban Search and Rescue Response System Act of 2016.

Chair Hernandez reported attending the graduation of Firefighter Academy 42 with Vice Chair Swift, Directors McCloskey, Hasselbrink, Steggell, and noted Director Bartlett delivered the keynote speech.

#### **CLOSED SESSION (F: 11.15)**

General Counsel David Kendig reported the Board would be convening to Closed Session to consider the matters on the Agenda identified as CS1, Conference with Labor Negotiator, CS2, Conference with Labor Negotiator, and CS3, Conference with Legal Counsel – Anticipated Litigation.

Chair Hernandez recessed the meeting to Closed Session at 8:35 p.m.

##### **CS1. CONFERENCE WITH LABOR NEGOTIATOR**

Chief Negotiator: Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters' Association,  
Local 3631 and Chief Officers Association

Authority: Government Code Section 54957.6

**CS2. CONFERENCE WITH LABOR NEGOTIATOR**

Chief Negotiator: Fire Chief Jeff Bowman

Employee Organizations: Unrepresented Employees

Authority: Government Code Section 54957.6

**CS3. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(b) – Significant Exposure to Litigation (2 cases)

Director Spitzer arrived at this point (8:45 p.m.).

Chair Hernandez reconvened the meeting at 9:35 p.m.

**CLOSED SESSION REPORT (F: 11.15)**

General Counsel David Kendig stated there were no reportable actions.

**ADJOURNMENT** – Chair Hernandez adjourned the meeting in the memory of OCFA Director Jerry McCloskey who passed away on Tuesday, May 24, 2016. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, June 23, 2016, at 6:00 p.m.

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



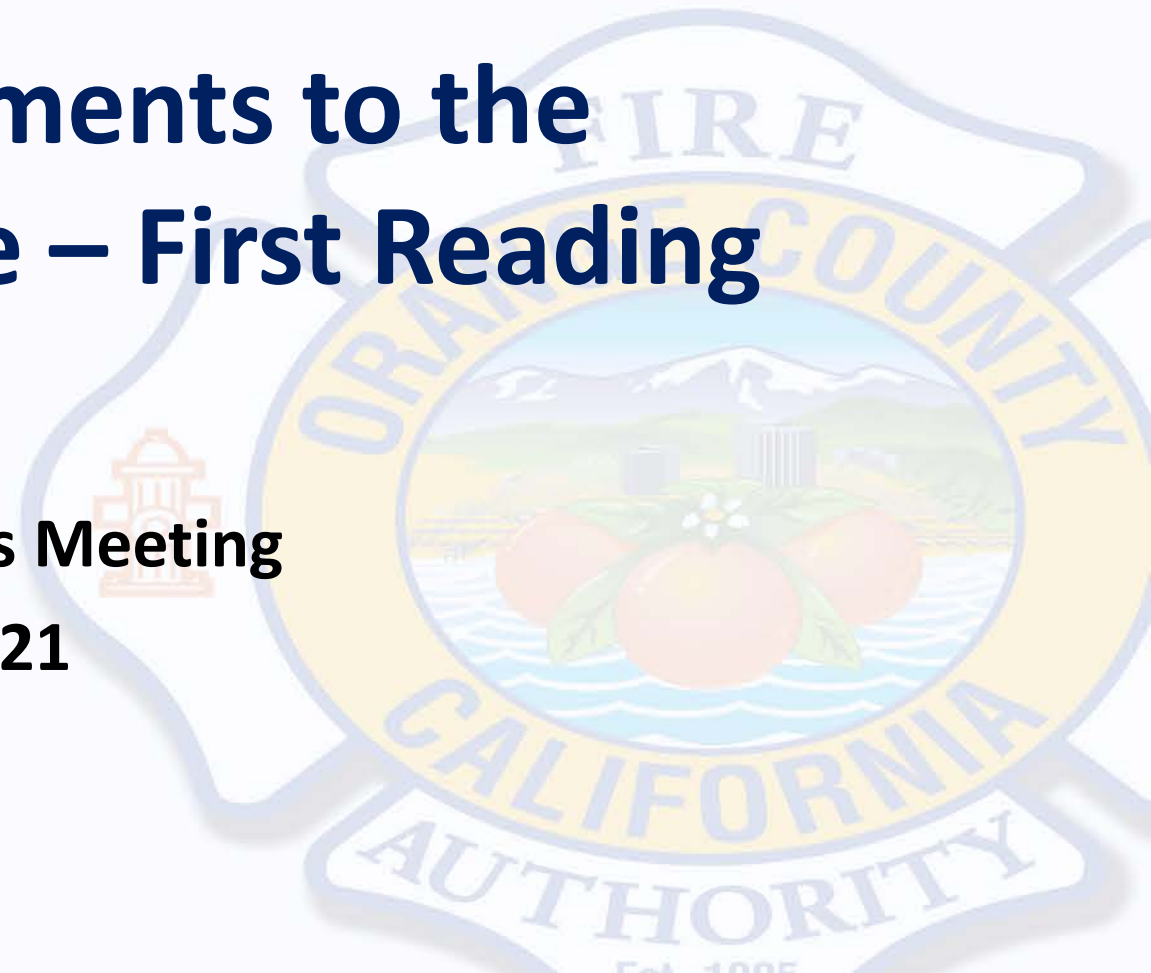
# **Orange County Fire Authority**

## **Proposed Amendments to the Purchasing Ordinance – First Reading**

**Board of Directors Meeting**

**July 22, 2021**

**Item 3B**



# Purchasing Ordinance 008

- On April 28, 2016, an agenda staff report was submitted to the Board of Directors detailing the comprehensive changes that were proposed to OCFA's purchasing requirements. The Board provided specific feedback to staff to add documented justification and approvals by the Assistant Chief of Business Services and Chief Procurement Officer within the justification forms for sole source purchases and special procurements and in the Roles/Responsibilities/Authorities Matrix.
- At the May 26, 2016 meeting, the Board of Directors conducted the second reading of the ordinance and unanimously approved Purchasing Ordinance 008.



# May 27, 2021 Board of Directors Meeting

- Staff reviewed OCFA's purchasing provisions related to sole source and special procurements at the request of Director Bartlett
- Staff reviewed dollar thresholds delegated to OCFA management for authorizing purchasing transactions at the request of Director Kuo.
- The Board directed staff to delete the special procurement authorization and take review of the procurement process to the Budget and Finance Committee. Board discussion included adding a provision for "Sole Source with Justification."

# Proposed Amendments to Purchasing Ordinance

## “Sole Source With Justification”

Sec. 1-21(2) With Justification. In addition to the authority for sole source procurement in section 1-21 (1) above, the Executive Committee or the Board of Directors may authorize sole source procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance),

# Proposed Amendments to Purchasing Ordinance

## “Sole Source With Justification”

when the Executive Committee or the Board of Directors determines that, due to one or more of the unusual or special circumstances outlined below, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services):

# Proposed Amendments to Purchasing Ordinance

## “Sole Source With Justification”

**(a) Continuity of Service.** It would not be feasible or advisable to change the current provider (i.e. operational inefficiency);

**(b) Time is of the Essence.** Timing to obtain needed supplies, equipment or services would not allow for a solicitation process (non-emergency procurements);

**(c) Significant Cost Savings Factor.** It would be financially prudent to not issue a solicitation and/or change the current provider (i.e. cost prohibitive); or

**(d) Organizational Need.** A specific provider will provide a significant benefit and satisfy an organizational need (i.e. added value to the organization) that cannot be secured from other providers.



# **Proposed Amendments to Purchasing Ordinance**

## **“Sole Source With Justification”**

This section is not applicable to the procurement of construction services (Section 1-50). The using department requesting the sole source with justification procurement shall provide written evidence to support the procurement determination. Any sole source with justification procurement under this section shall be limited to those materials, equipment or services necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion.

# **Proposed Amendments to Purchasing Ordinance**

## **“Sole Source With Justification”**

A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the sole source with justification procurement and for the selection of the particular provider shall be provided to the Executive Committee or Board of Directors prior to authorization of the procurement and shall be maintained as a public record. The determination and the award shall be made by the Executive Committee or the Board of Directors in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and is in the public interest.



# Proposed Changes to the Roles/Responsibilities/Authorities Matrix

	Authority Management	Executive Committee	Board of Directors
Emergency Purchases (commodity and service contracts)	Approve emergency purchases, as defined in Ord. 8, Sec. 1-3(14) & Sec. 1-22, up to the amounts delegated to Authority Management herein for purchases following standard selection process.	Purchases in excess of the amounts delegated to Authority Management require prior approval of Chair or Vice Chair and must be reported at the next Executive Committee meeting <u>and/or for long-duration emergency incidents, reported quarterly.</u>	<u>Staff will also report to the full Board following the Executive Committee's receipt and/or ratification of the emergency purchases report.</u>
Sole Source Contracts	Approve any sole source contract less than \$50,000 annually, so long as acceptable justification is <u>established</u> by the using department per the requirements in Ord. 8, Sec. 1-21(1) <u>or Sec. 1-21(2).</u>	Approve any sole source contracts when aggregate amount exceeds \$50,000, <u>so long as acceptable justification is established by the using department per the requirements in Ord. 8, Sec. 1-21(1) or Sec. 1-21(2).</u> <i>Sole source justification form is a required attachment to the staff report.</i>	
<del>Special Procurement Contracts—utilized when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source.</del>	<del>Approve any special procurement contract less than \$50,000, so long as acceptable justification is provided by the using agency per the requirements in Ord. 8, Sec. 1-23.</del>	<del>Approve any special procurement contract when the aggregate amount exceeds \$50,000. Special procurement justification form is a required attachment to the staff report.</del>	

# **Comments/Questions**



