

#### **ORANGE COUNTY FIRE AUTHORITY**

#### **AGENDA**

#### EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, September 23, 2021 5:30 P.M.

#### Regional Fire Operations and Training Center Board Room

1 Fire Authority Road Irvine, CA 92602

Dave Shawver, Chair
Michele Steggell, Vice Chair
Shelley Hasselbrink • Joe Muller • Donald P. Wagner • Noel Hatch
Gene Hernandez • Letitia Clark • John O'Neill

Ex Officio Member - Dennis Wilberg, Mission Viejo

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Executive Committee after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact 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 <a href="http://www.ocfa.org">http://www.ocfa.org</a>



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 as follows:

- To watch the meeting online, please go to website at www.OCFA.org
- To submit an e-comment, please email to 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 Committee. Comments related to a particular agenda item will only be considered prior to the close of public comments on that item.

**INVOCATION** by OCFA Chaplain Devin Chase

#### PLEDGE OF ALLEGIANCE by Director Hasselbrink

**ROLL CALL** by Clerk of the Authority

#### **REPORTS**

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

#### **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

No items.

#### 2. CONSENT CALENDAR

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

## A. Minutes from the July 22, 2021, Regular Executive Committee Meeting 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.** Monthly Investment Reports

<u>Submitted by: Robert Cortez, Assistant Chief/Business Services Department, Tricia Jakubiak, Treasurer, and James Slobojan, Assistant Treasurer</u>

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a 9-0 vote.

#### Recommended Action:

Receive and file the reports.

#### **C. Fourth Quarter Financial Newsletter**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department, Tricia Jakubiak, Treasurer/Treasury & Financial Planning and Stuart Lam, Budget Manager/Treasury & Financial Planning

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a 9-0 vote.

#### Recommended Action:

Receive and file the report.

#### **D.** Annual Investment Report

<u>Submitted by: Robert Cortez, Assistant Chief/Business Services Department, Tricia Jakubiak, Treasurer/Treasury & Financial Planning and James Slobojan, Assistant Treasurer//Treasury & Financial Planning</u>

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a 9-0 vote.

#### Recommended Action:

Receive and file the report.

#### E. Award of RFP# RO2450a EMS Computer System Consulting Services

<u>Submitted by: Jim Ruane/Assistant Chief/Logistics and Joel Brodowski, IT Manager/Logistics Department</u>

#### Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Think AI Consulting Corporation in an amount not to exceed \$139,916 for EMS computer system consulting services.

#### F. Blanket Order Contract Renewal for Vehicle Exhaust Extraction Systems

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

#### Recommended Action:

Approve and authorize the Purchasing Manager to renew the current contract with AEI for five additional one-year periods for an amount not to exceed \$200,000 annually (\$1,000,000 aggregate), provided that AEI remains the sole authorized dealer and service provider in Orange County specified by the manufacturer (Plymovent, Inc.) during the contract term.

#### G. Award of RFP# RO2501: Plumbing Maintenance and Repair Services

<u>Submitted by Jim Ruane, Assistant Chief/Logistics Department and Patrick Bauer, Property Manager/Logistics Department</u>

#### Recommended Actions:

- 1. Approve and authorize the Purchasing Manager to execute the proposed Maintenance Services Agreement with Pro-Craft Construction, Inc. for a one-year initial term plus four optional one-year renewals in an annual amount not to exceed \$250,000.
- 2. Approve and authorize the Purchasing Manager to execute the proposed Maintenance Services Agreements with Verne's Plumbing, Inc. for a one-year initial term plus four optional one-year renewals in an annual amount not to exceed \$75,000.
- 3. Approve and authorize the Purchasing Manager to execute the proposed Maintenance Services Agreements with Pacific Plumbing of Southern California for a one-year initial term plus four optional one-year renewals in an annual amount not to exceed \$75,000.

#### H. Award of IFB JA2498 Purchase of Heavy Duty Passenger/Cargo Van

Submitted by: Jim Ruane, Assistant Chief/Logistics Department, Vince Carpino, Division Chief/Special Operations Department and Steve Dohman, Battalion Chief/Urban Search & Rescue Program Manager

#### Recommended Action:

Approve and authorize the Purchasing Manager to execute a Master Agreement with Walter's Auto Sales & Service, Inc. for the purchase of one Heavy Duty Passenger/Cargo Van in an amount not to exceed \$87,963.29.

## I. Contract Extension – Janitorial Services for the Regional Fire Operations and Training Center

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

#### Recommended Action:

- 1. Approve and authorize the Purchasing Manager to execute Amendment Number Two to the Master Agreement with Allied Universal Janitorial Services extending the term through July 31, 2022.
- 2. Approve and authorize the Purchasing Manager to renew and increase the existing Blanket Order contract to a total amount not to exceed \$303,746.25, inclusive of \$7,916.67 per month for additional COVID-19 related services.
- 3. Approve and authorize the Purchasing Manager to exercise the two remaining optional one-year renewals (Contract years Four and Five) for standard services.

# J. Ratify the Emerald Bay Fire Station 11 Reserve Firefighter Recruitment Campaign Submitted by Mike Contreras, Division Chief /Division 5 and Robert Cortez, Assistant Chief/Business Services Department

#### Recommended Action:

Ratify the Emerald Bay Fire Station 11 Reserve Firefighter Recruitment Campaign.

#### 3. DISCUSSION CALENDAR

No items.

#### **CLOSED SESSION**

No items.

#### **COMMITTEE MEMBER COMMENTS**

**ADJOURNMENT** – The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, October 28, 2021, at 5:30 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.

Maria D. Huizar, CMC Clerk of the Authority

#### **UPCOMING MEETINGS:**

Budget and Finance Committee Executive Committee Board of Directors Wednesday, October 13, 2021, 12 noon Thursday, October 28, 2021, 5:30 p.m. Thursday, October 28, 2021, 6:00 p.m.

# MINUTES ORANGE COUNTY FIRE AUTHORITY

#### Executive Committee Regular Meeting Thursday, July 22, 2021 5:30 P.M.

#### **Regional Fire Operations and Training Center**

Board Room 1 Fire Authority Road Irvine, CA 92602

#### CALL TO ORDER

Chair Shawver called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on July 22, 2021.

#### INVOCATION

The invocation was led by OCFA Chaplain Paul Cobb.

#### PLEDGE OF ALLEGIANCE

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

#### **ROLL CALL**

**Present:** Dave Shawver, Stanton, Chair

Michele Steggell, La Palma, Vice Chair

Letitia Clark, Tustin\*

Shelley Hasselbrink, Los Alamitos

Noel Hatch, Laguna Woods Gene Hernandez, Yorba Linda

Donald P. Wagner, County of Orange

**Absent:** John O'Neill, Garden Grove

Dennis Wilberg, Ex Officio

Joe Muller, Dana Point

#### Also present were:

Fire Chief Brian Fennessy
Deputy Chief Lori Zeller
Assistant Chief Randy Black
Assistant Chief Jim Ruane
Assistant Chief Phil Johnson
Clerk of the Authority Maria Huizar

Deputy Chief Lori Zeller
Assistant Chief Robert Cortez
Assistant Chief Lori Smith
General Counsel David Kendig
Assistant Chief Stephanie Holloman
Dir. of Communications Colleen Windsor

<sup>\*</sup>Those members attending via Teleconferencing

#### **REPORTS**

#### A. Report from the Budget and Finance Committee Chair (FILE 12.02A6)

Budget and Finance Committee Member Shelley Hasselbrink reported at the July 14, 2021, regular meeting, the Committee reviewed and directed staff to forward the Monthly Investment Reports to the Executive Committee meeting of July 22, 2021, to approve the recommended actions.

#### **B.** Quarterly CIP Update, Assistant Chief Ruane (FILE 12.02A7)

Assistant Chief of Logistics Jim Ruane provided the 4<sup>th</sup> Quarter Capital Improvement Program (CIP) Update.

Director Clark arrived at this point (5:38 p.m.).

Director Hatch arrived at this point (5:38 p.m.).

#### **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.

#### 1. PRESENTATIONS

No items.

#### 2. CONSENT CALENDAR

On motion of Director Hasselbrink and second by Director Hernandez, and following a roll call vote, declared passed 7-0 (Directors Muller and O'Neill absent).

#### **A.** Minutes from the June 24, 2021, Regular Executive Committee Meeting (FILE 12.02A2)

Action: Approve as submitted.

#### **B. Monthly Investment Reports** (FILE 11.10D2)

Action: Receive and file the reports.

#### 3. DISCUSSION CALENDAR

No items.

#### **CLOSED SESSION**

No items.

Minutes OCFA Executive Committee Meeting July 22, 2021 Page - 2

#### **COMMITTEE MEMBER COMMENTS**

The Committee Members offered no comments.

**ADJOURNMENT** – Chair Shawver adjourned the meeting at 5:40 p.m. The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, September 23, 2021, at 5:30 p.m.

Maria D. Huizar, CMC Clerk of the Authority



# Orange County Fire Authority AGENDA STAFF REPORT

## Executive Committee Meeting September 23, 2021

Agenda Item No. 2B Consent Calendar

#### **Monthly Investment Reports**

Contact(s) for Further Information Robert C. Cortez, Assistant Chief, Business Services Department	robertcortez@ocfa.org	714.573.6012
Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
James Slobojan, Assistant Treasurer Treasury & Financial Planning	jamesslobojan@ocfa.org	714.573.6305

#### **Summary**

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

#### **Prior Board/Committee Action**

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Executive Committee agenda for approval by 9-0 vote.

#### **RECOMMENDED ACTION(S)**

Receive and file the reports.

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

Not Applicable.

#### **Fiscal Impact**

Not Applicable.

#### **Background**

Since the Committee did not meet in August, attached are the final monthly investment reports for the months ending June 30, 2021 and July 31, 2021. A preliminary investment report as of August 20, 2021, is also provided as the most complete report that was available at the time this agenda item was prepared.

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

- 1. Final Investment Report June 2021/Preliminary Report July 2021
- 2. Final Investment Report July 2021/Preliminary Report August 2021

# Orange County Fire Authority Monthly Investment Report



Final Report - June 2021

Preliminary Report - July 2021



## Monthly Investment Report Table of Contents

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# Orange County Fire Authority Final Investment Report June 30, 2021



#### **EXECUTIVE SUMMARY**

#### Portfolio Activity & Earnings

During the month of June 2021, the size of the portfolio decreased slightly by approximately \$3.4 million to \$197.2 million. Noteworthy receipts for the month included cash contract payments totaling \$10.2 million, County of Orange payments of \$2.4 million, various reimbursement payments and other charges for current services totaling \$11.1 million and \$7.7 million from Southern California Edison to fund the Quick Reaction Force (QRF) program. Significant disbursements for the month included two biweekly payrolls totaling approximately \$28.8 million. Total June cash outflows amounted to approximately \$34.3 million. The portfolio's balance is expected to decrease in July as receipts forecast for the month will not exceed projected expenditures.

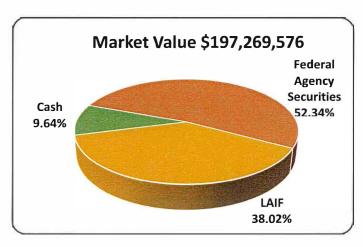
In June, the portfolio's yield to maturity (365-day equivalent) remained at 0.38%. The effective rate of return increased by 1 basis point to 0.36% for the month, and the average maturity of the portfolio decreased by 11 days to 37 days to maturity.

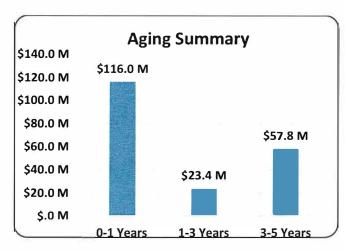
#### Economic News

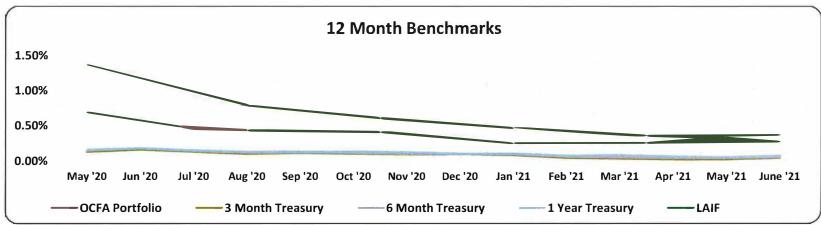
In June 2021, the U.S. economy added 850,000 jobs and the unemployment rate increased slightly by 0.1 percentage point to 5.9%. Consumer confidence continued its rise, jumping to its highest level in nearly 16 months as optimism in the labor market grew amid the reopening of the economy. Retail sales increased 0.6% in June after a decline in May, providing a sign of recovery in the U.S. economy. Sales at restaurants and bars were strong while furniture and sporting goods dropped. Producer prices (the prices companies pay for goods and services) rose 7.3% in June on an annual basis, which is the largest 12-month increase in nearly 11 years. On a monthly basis, the producer price index rose 1%. The Consumer Price Index (CPI) rose 0.9% in June while consumer prices jumped 5.4% year-over-year, keeping inflation at its highest rate in 13 years. Inflation has continued to soar as pandemic related bottlenecks and other supply constraints have led to rapid price increases for certain goods and services. Federal Reserve Bank officials believe the current inflation data is due to temporary factors that will subside as the year goes on and appear higher because of comparisons to the year-ago period, when economic activity was impacted due to pandemic restrictions. However, the Federal Reserve Bank indicated that rate hikes could come as soon as 2023, after indicating in March that it saw no increases until at least 2024.



#### OCFA'S PORTFOLIO IS EXCEEDING BOTH THE LAIF AND TREASURY BENCHMARKS AS OF JUNE 30, 2021









#### **BENCHMARK COMPARISON AS OF JUNE 30, 2021**

3 Month T-Bill: 0.04%

1 Year T-Bill:

0.07%

6 Month T-Bill: 0.05%

LAIF:

0.26%

OCFA Portfolio:

0.36%

#### **PORTFOLIO SIZE, YIELD, & DURATION**

	Current Month	Prior Month	<u>Prior Year</u>
Book Value	\$197,269,576	\$200,688,284	\$187,514,436
Yield to Maturity (365 day) Effective Rate of Return	0.38% 0.36%	0.38% 0.35%	0.63% 0.59%
Days to Maturity	37	48	38



# ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary June 30, 2021

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

See Note 1 on page 10

See Note 2 on page 10

			, ,					
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Federal Agency Coupon Securities	81,450,000.00	81,248,975.35	81,452,677.64	45.64	1,318	57	0.580	0.588
Federal Agency DiscAmortizing	22,000,000.00	21,997,600.00	21,999,146.69	12.33	123	85	0.015	0.015
Local Agency Investment Funds	75,000,000.00	75,006,222.75	75,000,000.00	42.03	1	1	0.258	0.262
Investments	178,450,000.00	178,252,798.10	178,451,824.33	100.00%	617	37	0.375	0.380
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations) Accrued Interest at Purchase	19,015,342.98	19,015,342.98	19,015,342.98		1	1	0.000	0.000
Accrued interest at Purchase	2	1,435.11	1,435.11					
Subtotal		19,016,778.09	19,016,778.09					
Total Cash and Investments	197,465,342.98	197,269,576.19	197,468,602.42		617	37	0.375	0.380

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending	
CurrentYear	58,595.72	555,477.26	555,477.26	
Average Daily Balance	200,713,063.55	154,474,767.53		
Effective Rate of Return	0.36%	0.36%		

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2021. A copy of this policy is available from the Client of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months.

Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

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

GASB 31 Adjustment to Books (See Note 3 on page 10)

Total

\$ 197,468,602.42

\$ (199,026.23)

\$ 197,269,576.19

#### ORANGE COUNTY FIRE AUTHORITY

#### Portfolio Management Portfolio Details - Investments

June 30, 2021

						See Note 1 on page 10	See Note 2 on page 10			_	
CUSIP	Investment #	Issuer	Average	Purchase	Par Value	Market Value	Book Value	Stated	YTM/Call	Days to Mat./Call	Muturity
		issuei	Balance	Date	Fai Value	Warket Value	BOOK Value	Rate	365	Wat./Cati	Date
Money Mkt Mut	tual Funds/Cash										
SYS528	528	Federated Treasury Obligation	ations	07/01/2020	0.00	0.00	0.00	0.010	0.010	1	
	Subt	total and Average	18,261,357.26		0.00	0.00	0.00		0.000	0	
Federal Agency	y Coupon Securities	S									
3133EMLE0	1020	Federal Farm Credit Bank	(Continuous Call	12/23/2020	14,000,000.00	13,968,780.00	14,000,000.00	0.190	0.190	31 (	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank	(Callable 4/21/2022)	04/22/2021	3,000,000.00	2,991,990.00	3,002,677.64	0.710	0.710	294 (	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank	(Callable 7/28/2021)	04/28/2021	12,000,000.00	11,997,960.00	12,000,000.00	0.720	0.720	27 (	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank	(Callable 9/30/2021)	03/30/2021	8,000,000.00	7,979,600.00	8,000,000.00	0.550	0.822	91 (	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank	(Callable 7/8/2021)	04/22/2021	9,435,000.00	9,406,128.90	9,435,000.00	0.375	0.375	7 (	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank	(Callable 7/23/2021)	04/23/2021	11,015,000.00	10,975,676.45	11,015,000.00	0.520	0.520	22 1	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank	(Callable 10/29/2021)	) 04/29/2021	12,000,000.00	11,981,880.00	12,000,000.00	1.000	1.000	120 (	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank	(Callable 8/11/2021)	05/11/2021	12,000,000.00	11,946,960.00	12,000,000.00	0.550	0.550	41 1	10/11/2024
	Subt	total and Average	81,452,705,98		81,450,000.00	81,248,975.35	81,452,677,64		0.588	57	
Federal Agency	y DiscAmortizing										
313313NC8	1036	Federal Farm Credit Bank		05/21/2021	12,000,000.00	11,998,200.00	11,999,273.36	0.020	0.021	109 1	10/18/2021
313385KY1	1037	Fed Home Loan Bank		05/28/2021	10,000,000.00	9,999,400.00	9,999,873.33	0.008	0.008	57 0	08/27/2021
	Subt	total and Average	25,999,000.31		22,000,000.00	21,997,600.00	21,999,146.69		0.015	85	
Local Agency I	nvestment Funds										
SYS336	336	Local Agency Invstmt Fun	d		75,000,000.00	75,006,222.75	75,000,000.00	0.262	0.262	1	
	Sub	total and Average	75,000,000.00		75,000,000.00	75,006,222.75	75,000,000.00		0.262	1	
	-	Total and Average	200,713,063.55		178,450,000.00	178,252,798.10	178,451,824.33		0.380	37	

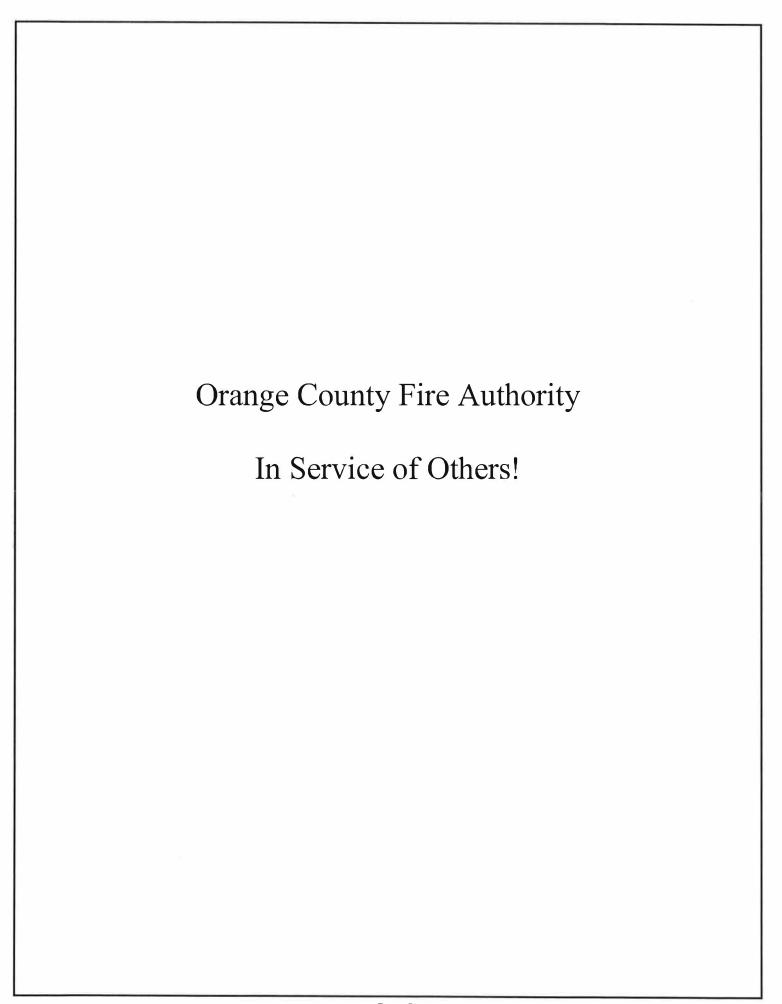
#### **ORANGE COUNTY FIRE AUTHORITY**

#### Portfolio Management Portfolio Details - Cash June 30, 2021

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value		II Days to 5 Mat./Call
Money Mkt Mut	tual Funds/Cash								
SYS10033	10033	Revolving Fund		07/01/2020	20,000.00	20,000.00	20,000.00	0.0	00 1
SYS4	4	Union Bank		07/01/2020	18,995,342.98	18,995,342.98	18,995,342.98	0.0	00 1
		Average Balance	0.00	Accrued Interest	at Purchase	1,435.11	1,435.11		1
				Subtotal	-	19,016,778.09	19,016,778.09		
	Total Casi	n and Investments	200,713,063.55		197,465,342.98	197,269,576.19	197,468,602.42	0.3	80 37





# ORANGE COUNTY FIRE AUTHORITY Aging Report By Maturity Date As of July 1, 2021

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

				Maturity	Percent	Current	Current
				Par Value	of Portfolio	Book Value	Market Value
Aging Interval: 0 days ( 07/01/2021	- 07/01/2021 )	4 Maturities	0 Payments	94,015,342.98	47.66%	94,015,342.98	94,021,565.73
Aging Interval: 1 - 30 days ( 07/02/2021	- 07/31/2021 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 31 - 60 days ( 08/01/2021	- 08/30/2021 )	1 Maturities	0 Payments	10,000,000.00	5.07%	9,999,873.33	9,999,400.00
Aging Interval: 61 - 90 days ( 08/31/2021	- 09/29/2021 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 91 - 120 days ( 09/30/2021	- 10/29/2021 )	1 Maturities	0 Payments	12,000,000.00	6.08%	11,999,273.36	11,998,200.00
Aging Interval: 121 - 365 days ( 10/30/2021	- 07/01/2022 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days ( 07/02/2022	- 06/30/2024 )	2 Maturities	0 Payments	23,435,000.00	11.85%	23,435,000.00	23,374,908.90
Aging Interval: 1096 days and after ( 07/01/2024	- )	6 Maturities	0 Payments	58,015,000.00	29.34%	58,017,677.64	57,874,066.45
	Total for	14 Investments	0 Payments		100.00	197,467,167.31	197,268,141.08



#### NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2021 includes an increase of \$6,222.75 to the LAIF investment and a decrease of (\$205,248.98) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.



#### Local Agency Investment Fund (LAIF)

As of June 30, 2021, OCFA has \$75,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of June 30, 2021 is 1.00008297. When applied to OCFA's LAIF investment, the fair value is \$75,006,223 or \$6,223 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at June 30, 2021 is included on the following page.



# State of California Pooled Money Investment Account Market Valuation 6/30/2021

Description	arrying Cost Plus rued Interest Purch.		Amortized Cost		Fair Value	Ac	crued Interest
United States Treasury:							
Bills	\$ 77,074,683,274.61	\$	77,088,620,942.89	\$	77,087,498,500.00		NA
Notes	\$ 58,652,332,896.21	\$	58,622,718,630.47	\$	58,645,873,000.00	\$	116,723377.00
Federal Agency:							
SBA	\$ 414,140,132.49	\$	414,140,132.49	\$	415,156,918.58	\$	176,099,06
MBS-REMICs	\$ 9,796,344.36	\$	9,796,344.36	\$	10,300,100.47	\$	45 137 86
Debentures	\$ 8,282,110,048.05	\$	8,280,101,970.26	\$	8,281,132,440.00	\$	8929 046 90
Debentures FR	\$ 	\$		\$	- 1	\$	
Debentures CL	\$ 1,200,000,000.00	\$	1,200,000,000.00	\$	1,195,687,000.00	\$	702 556 00
Discount Notes	\$ 13,645,696,356.89	\$	13,648,451,333.41	\$	13,648,151,500.00		NA.
Supranational Debentures	\$ 1,722,279,377.00	\$	1,720,729,724.23	\$	1,717,313,000.00	\$	6 <sub>202,432.50</sub>
Supranational Debentures FR	\$ 200,017,292.86	\$	200,017,292.86	\$	200,033,795.26	\$	61,051.14
CDs and YCDs FR	\$ 300,000,000.00	\$	300,000,000.00	\$	300,006,000.00	\$	24,826.42
Bank Notes	\$ 50,000,000.00	\$	50,000,000.00	\$	49,953,561.76	\$	
CDs and YCDs	\$ 15,900,000,000.00	\$	15,900,000,000.00	\$	15,899,536,577.56	\$	8,750.00
Commercial Paper	\$ 11,092,885,288.85	\$	11,097,548,301.35	\$	11,098,048,565.20		8,750.00 8,007,186.69 NA
Corporate:							
Bonds FR	\$ -	\$	-	\$	-	\$	
Bonds	\$ 112,891,605.90	\$	112,076,612.84	\$	111,548,800.00	\$	999,562.40
Repurchase Agreements	\$ 	\$	-	\$		\$	
Reverse Repurchase	\$ 	\$		\$	-	\$	
Time Deposits	\$ 3,935,500,000.00	\$	3,935,500,000.00	\$	3,935,500,000.00		-
PMIA & GF Loans	\$ 725,276,000.00	\$	725,276,000.00	\$	725,276,000.00	-	NA
TOTAL	\$ 193,317,608,617.22	\$	193,304,977,285.16	\$	193,321,015,758.83	  \$	NA 142,475,
		93			400 400 400 704 00	V.)	005.97

Fair Value Including Accrued Interest

\$ 193,463,490,764.80

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

The value of each participating dollar equals the fair value divided by the amortized cost (1.00008297). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its

participation in the LAIF valued at \$20,001,659.40 or \$20,000,000.00 x 1.00008297.



# Orange County Fire Authority Preliminary Investment Report July 23, 2021



# ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary

July 23, 2021

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

Investments	Par Value	See Note 1 on page 19 Market Value	See Note 2 on page 19  Book  Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Federal Agency Coupon Securities	81,450,000.00	81,425,399.30	81,452,632.69	45.64	1,318	57	0.580	0.588
Federal Agency DiscAmortizing	22,000,000.00	21,998,620.00	21,999,351.14	12.33	123	62	0.015	0.015
Local Agency Investment Funds	75,000,000.00	75,006,222.75	75,000,000.00	42.03	1	1	0.258	0.262
<del>-</del>	178,450,000.00	178,430,242.05	178,451,983.83	100.00%	617	34	0.375	0.380
Investments								
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	943,799.26	943,799.26	943,799.26		1	.1	0.000	0.000
Accrued Interest at Purchase		1,435.11	1,435.11					
Subtotal		945,234.37	945,234.37	8				
Total Cash and Investments	179,393,799.26	179,375,476.42	179,397,218.20		617	34	0.375	0.380

Total Earnings	July 23 Month Ending	Fiscal Year To Date
Current Year	41,736.29	41,736.29
Average Daily Balance	192,616,456.57	192,616,456.57
Effective Rate of Return	0.34%	0.34%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2021. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

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

Book Value of Cash & Investments before GASB 31 (Above)	\$ 179,397,218.20
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (199,026.23)
Total	\$ 179, 198, 191.97

#### **ORANGE COUNTY FIRE AUTHORITY**

#### **Portfolio Management**

### Portfolio Details - Investments

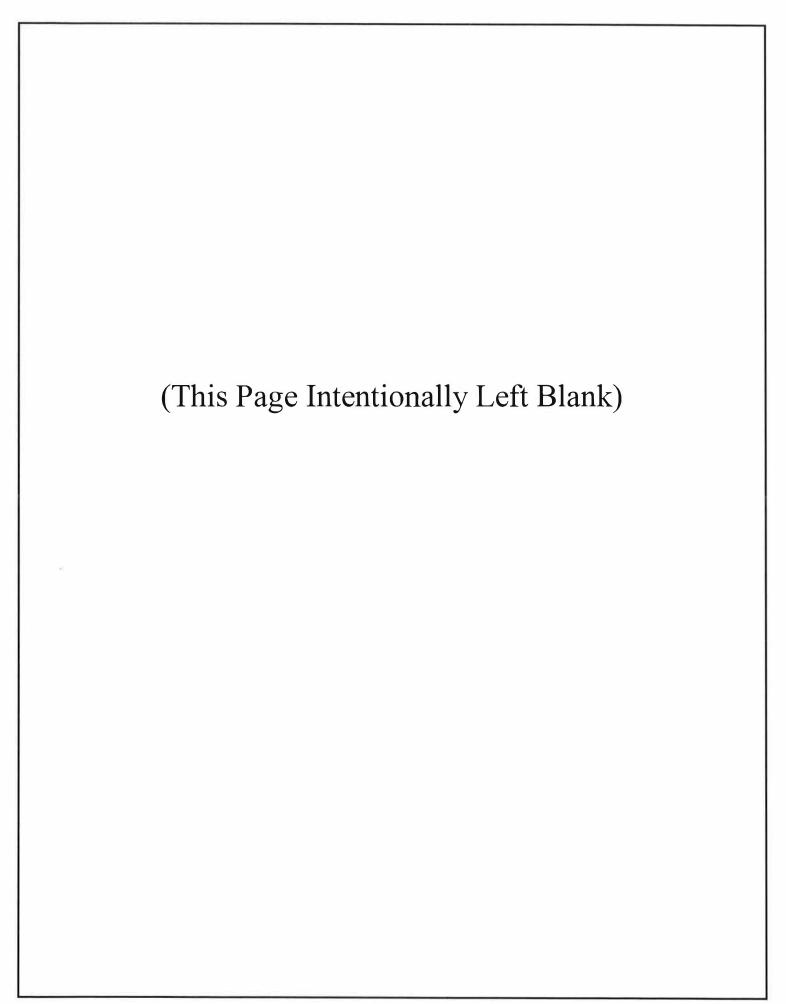
July 23, 2021

						See Note 1 on page 19	See Note 2 on page 19				
			Average	Purchase				Stated	YTM/Call	Days to	Maturity
CUSIP	Investmen	nt# Issuer	Balance	Date	Par Value	Market Value	Book Value	Rate	365	Mat./Call	Date
Money Mkt Mut	ual Funds/Cas	h									
SYS528	528	Federated Treasury Obliga	ations	07/01/2021	0.00	0.00	0.00	0.010	0.010	-1	
		Subtotal and Average	14,164,549.02		0.00	0.00	0.00		0.000	0	
Federal Agency	y Coupon Secu	rities									
3133EMLE0	1020	Federal Farm Credit Bank	(Continuous Call	12/23/2020	14,000,000.00	13,983,760.00	14,000,000.00	0.190	0.190	8 0	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank	(Callable 4/21/2022)	04/22/2021	3,000,000.00	3,002,940.00	3,002,632.69	0.710	0.710	271 0	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank	(Callable 7/28/2021)	04/28/2021	12,000,000.00	12,000,120.00	12,000,000.00	0.720	0.720	4 0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank	(Callable 9/30/2021)	03/30/2021	8,000,000.00	8,000,320.00	00.000,000,8	0.550	0.822	68 0	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank	(Callable 7/8/2021)	04/22/2021	9,435,000.00	9,433,301.70	9,435,000.00	0.375	0.375	76 C	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank	(Callable 7/23/2021)	04/23/2021	11,015,000.00	11,013,237.60	11,015,000.00	0.520	0.520	91 1	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank	(Callable 10/29/2021)	) 04/29/2021	12,000,000.00	12,004,200.00	12,000,000.00	1.000	1.000	97 0	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank	(Callable 8/11/2021)	05/11/2021	12,000,000.00	11,987,520.00	12,000,000.00	0.550	0.550	18 1	10/11/2024
		Subtotal and Average	81,452,654.19		81,450,000.00	81,425,399.30	81,452,632.69		0.588	57	
Federal Agency	/ DiscAmortia	zing									
313313NC8	1036	Federal Farm Credit Bank		05/21/2021	12,000,000.00	11,998,920.00	11,999,426.69	0.020	0.021	86 1	10/18/2021
313385KY1	1037	Fed Home Loan Bank		05/28/2021	10,000,000.00	9,999,700.00	9,999,924.45	0.008	0.008	34 0	08/27/2021
		Subtotal and Average	21,999,253.36		22,000,000.00	21,998,620.00	21,999,351.14		0.015	62	
Local Agency I	nvestment Fun	ds									
SYS336	336	Local Agency Invstmt Fund	<u> </u>		75,000,000.00	75,006,222.75	75,000,000.00	0.262	0.262	1	
313330		Subtotal and Average	75,000,000.00		75,000,000.00	75,006,222.75	75,000,000.00		0.262	1	
		Total and Average	192,616,456.57		178,450,000.00	178,430,242.05	178,451,983.83		0.380	34	

#### ORANGE COUNTY FIRE AUTHORITY

#### Portfolio Management Portfolio Details - Cash July 23, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated YTM/Call Rate 365	Days to Mat./Call
Money Mkt Mu	itual Funds/Cash								
SYS10033	10033	Revolving Fund		07/01/2021	20,000.00	20,000.00	20,000.00	0.000	1
SYS4	4	Union Bank		07/01/2021	923,799.26	923,799.26	923,799.26	0.000	1
		Average Balance	0.00	Accrued Interest a	nt Purchase	1,435.11	1,435.11		1
				Subtotal		945,234.37	945,234.37		<u> </u>
	Total Casi	h and Investments	192,616,456.57		179,393,799.26	179,375,476.42	179,397,218.20	0.380	34





# ORANGE COUNTY FIRE AUTHORITY Aging Report By Maturity Date As of July 24, 2021

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

								Maturity	Percent	Current	Current
								Par Value	of Portfolio	Book Value	Market Value
Aging Interval:	0 days	( 07/24/2021	- (	07/24/2021 )		4 Maturities	0 Payments	75,943,799.26	42.34%	75,943,799.26	75,950,022.01
Aging Interval:	1 - 30 days	( 07/25/2021	- (	08/23/2021 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	31 - 60 days	( 08/24/2021	- (	09/22/2021 )		1 Maturities	0 Payments	10,000,000.00	5.57%	9,999,924.45	9,999,700.00
Aging Interval:	61 - 90 days	( 09/23/2021		10/22/2021 )		1 Maturities	0 Payments	12,000,000.00	6.69%	11,999,426.69	11,998,920.00
Aging Interval:	91 - 120 days	( 10/23/2021	-	11/21/2021 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	( 11/22/2021	- (	07/24/2022 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	( 07/25/2022	- (	07/23/2024 )		2 Maturities	0 Payments	23,435,000.00	13.05%	23,435,000.00	23,417,061.70
Aging Interval:	1096 days and after	( 07/24/2024	-	)		6 Maturities	0 Payments	58,015,000.00	32.34%	58,017,632.69	58,008,337.60
	_	_		_	Total for	14 Investments	0 Payments		100.00	179,395,783.09	179,374,041.31



#### NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2021 includes an increase of \$6,222.75 to the LAIF investment and a decrease of (\$205,248.98) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.

#### **GLOSSARY**

#### **INVESTMENT TERMS**

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

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

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

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

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

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

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

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

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

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

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

**Local Agency Investment Fund (LAIF).** A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$75 million for any agency *(excluding bond funds, which have no maximum)*. It offers high liquidity because

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

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

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

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

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

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

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

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

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

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

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

#### **ECONOMIC TERMS**

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

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

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

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

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

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

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

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

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

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

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

# Orange County Fire Authority Monthly Investment Report



Final Report - July 2021

Preliminary Report - August 2021



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# Orange County Fire Authority Final Investment Report

July 31, 2021



#### **EXECUTIVE SUMMARY**

#### Portfolio Activity & Earnings

During the month of July 2021, the size of the portfolio decreased by approximately \$15.8 million to \$182 million. Receipts for the month totaled \$20.7 million with noteworthy items from the County of Orange totaling \$5.9 million, cash contract payments totaling \$11.9 million and various grant reimbursement payments and other charges for current services totaling \$2.9 million. Total July cash outflows amounted to approximately \$36.6 million. Significant disbursements for the month included two biweekly payrolls totaling approximately \$26.7 million. The portfolio's balance is expected to decrease in July as receipts forecast for the month will not exceed projected expenditures.

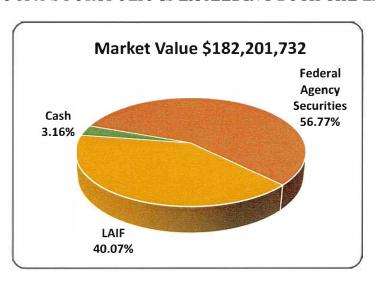
In July, the portfolio's yield to maturity (365-day equivalent) dipped slightly to 0.37%. The effective rate of return decreased by 4 basis points to 0.32% for the month, and the average maturity of the portfolio decreased by 5 days to 32 days to maturity.

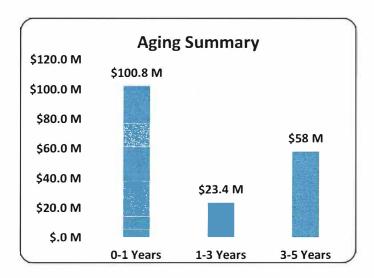
#### Economic News

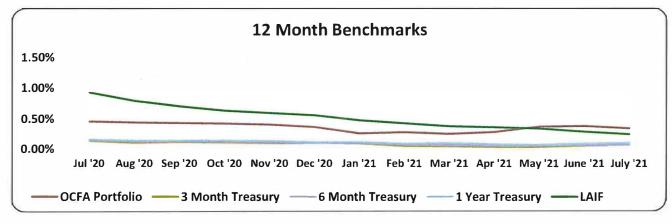
In July 2021, the non-farm payroll employment rose by 943,000, the number of unemployed persons fell by 782,000 to 8.7 million and the unemployment rate declined by 0.5 percentage point to 5.4 percent. Though these numbers are down considerably from their peaks in the early Spring of 2020, they remain well above levels prior to the pandemic. Consumer confidence improved for a sixth straight month, reaching a pandemic era high with an index of 129.1. However, concerns about rising consumer prices and the Delta Covid-19 variant have climbed in recent weeks and may impact future numbers. Retail sales for July fell 1.1%, worse than the projected 0.3% decline and below the upwardly revised 0.7% increase in June. Most of the decline came from motor vehicles and parts dealers, which fell 3.9%. Producer prices (the prices companies pay for goods and services) rose 7.8% in July on an annual basis, which is the largest 12-month increase in nearly 11 years. On a monthly basis, the producer price index rose 1%. The Consumer Price Index (CPI) rose 0.5% in July while consumer prices increased 5.4% over the last 12 months, keeping inflation at its highest rate in 13 years. Core inflation rose less than expected, helping the Federal Reserve Bank maintain its stance that inflation is transitory and primarily due to temporary factors that will subside as the year proceeds. At its August meeting, the FOMC voted to keep short-term interest rates anchored near zero while also expressing optimism about the pace of economic growth.



#### OCFA'S PORTFOLIO IS EXCEEDING BOTH THE LAIF AND TREASURY BENCHMARKS AS OF JULY 31, 2021







#### Treasury & Financial Planning



#### **BENCHMARK COMPARISON AS OF JULY 31, 2021**

3 Month T-Bill: 0.05%

1 Year T-Bill: 0.08%

6 Month T-Bill: 0.05%

LAIF:

0.22%

OCFA Portfolio:

0.32%

#### PORTFOLIO SIZE, YIELD, & DURATION

	Current Month	Prior Month	<u>Prior Year</u>
Book Value	\$182,004,316	\$197,831,406	\$172,131,134
Yield to Maturity (365 day) Effective Rate of Return	0.37% 0.32%	0.38% 0.36%	0.53% 0.45%
Days to Maturity	32	37	30



# ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary July 31, 2021

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

See Note 1 on page 10

See Note 2 on page 10

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Federal Agency Coupon Securities	81,450,000.00	81,445,654.25	81,452,619.01	46.16	1,318	54	0.580	0.588
Federal Agency DiscAmortizing	22,000,000.00	21,998,720.00	21,999,422.24	12.47	123	54	0.015	0.015
Local Agency Investment Funds	73,000,000.00	73,006,056.81	73,000,000.00	41.37	1	1	0.218	0.221
Investments	176,450,000.00	176,450,431.06	176,452,041.25	100.00%	624	32	0.360	0.365
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations) Accrued Interest at Purchase	5,749,865.54	5,749,865.54 1,435.11	5,749,865.54 1,435.11		1	1	0.000	0.000
Subtotal		5,751,300.65	5,751,300.65					
Total Cash and Investments	182,199,865.54	182,201,731.71	182,203,341.90		624	32	0.360	0.365

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	52,301.60	52,301.60
Average Daily Balance	189,494,758.39	189,494,758.39
Effective Rate of Return	0.32%	0.32%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2021. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above) GASB 31 Adjustment to Books (See Note 3 on page 10)

Total

\$ 182,203,341.90 \$ (199,026.23) \$ 182,004,315.67

# Page 0

#### **ORANGE COUNTY FIRE AUTHORITY**

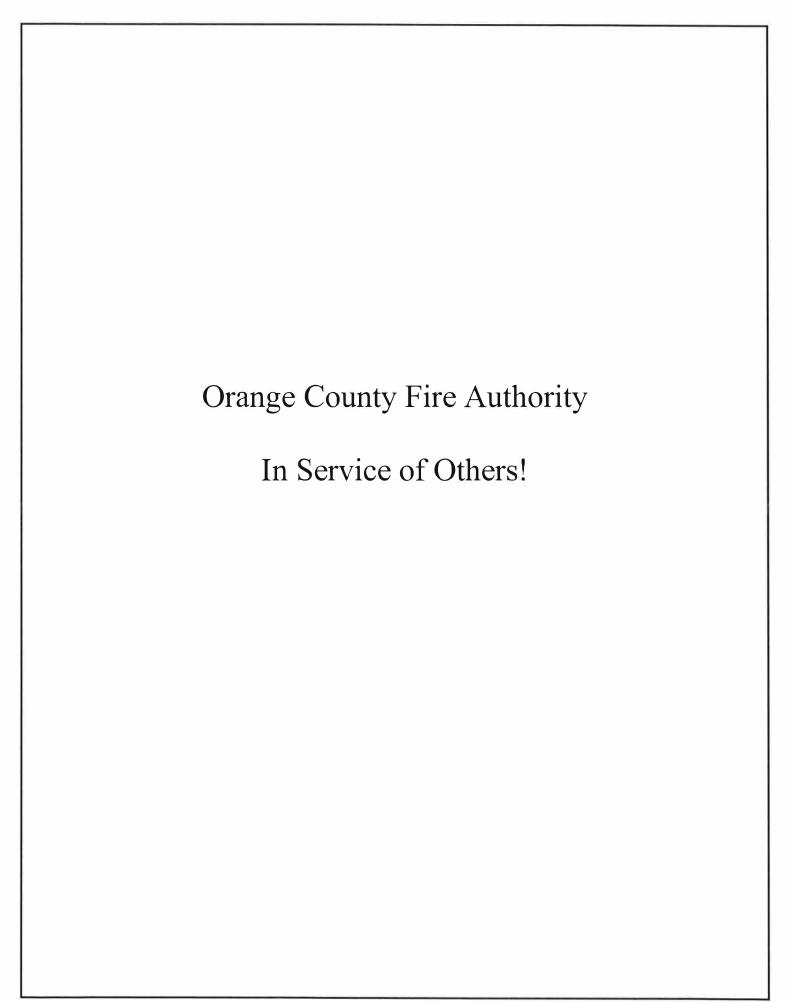
# Portfolio Management Portfolio Details - Investments July 31, 2021

						See Note 1 on page 10	See Note 2 on page 10				
CUSIP			Average	Purchase		T-1-7-7-1		Stated	YTM/Call	-	Maturity
CUSIP	Investment	t# Issuer	Balance	Date	Par Value	Market Value	Book Value	Rate	365 N	lat./Call	Date
Money Mkt Mut	ual Funds/Casl	h									
SYS528	528	Federated Treasury Obliga	ations	07/01/2021	0.00	0.00	0.00	0.010	0.010	1	
		Subtotal and Average	11,429,919.81		0.00	0.00	0.00		0.000	0	
Federal Agency	Coupon Secu	rities									
3133EMLE0	1020	Federal Farm Credit Bank	(Continuous Call)	12/23/2020	14,000,000.00	13,985,160.00	14,000,000.00	0.190	0.190	0 0	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank	(Callable 4/21/2022)	04/22/2021	3,000,000.00	3,006,780.00	3,002,619.01	0.710	0.710	263 0	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank	(Continuous Call)	04/28/2021	12,000,000.00	11,995,800.00	12,000,000.00	0.720	0.720	31 0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank	(Callable 9/30/2021)	03/30/2021	8,000,000.00	8,000,160.00	8,000,000.00	0.550	0.822	60 0	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank	(Callable 10/8/2021)	04/22/2021	9,435,000.00	9,436,037.85	9,435,000.00	0.375	0.375	68 0	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank	(Callable 10/23/2021	) 04/23/2021	11,015,000.00	11,012,356.40	11,015,000.00	0.520	0.520	83 1	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank	(Callable 10/29/2021	) 04/29/2021	12,000,000.00	12,007,800.00	12,000,000.00	1.000	1.000	89 0	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank	(Callable 8/11/2021)	05/11/2021	12,000,000.00	12,001,560.00	12,000,000.00	0.550	0.550	10 1	10/11/2024
		Subtotal and Average	81,452,646.43		81,450,000.00	81,445,654.25	81,452,619.01		0.588	54	
Federal Agency	DiscAmortiz	zing									
313313NC8	1036	Federal Farm Credit Bank		05/21/2021	12,000,000.00	11,998,920.00	11,999,480.02	0.020	0.021	78 1	10/18/2021
313385KY1	1037	Fed Home Loan Bank		05/28/2021	10,000,000.00	9,999,800.00	9,999,942.22	0.008	0.008	26 0	08/27/2021
		Subtotal and Average	21,999,288.91		22,000,000.00	21,998,720.00	21,999,422.24		0.015	54	
Local Agency In	vestment Fund	ds									
SYS336	336	Local Agency Invstmt Fund	d		73,000,000.00	73,006,056.81	73,000,000.00	0.221	0.221	1	
		Subtotal and Average	74,612,903.23		73,000,000.00	73,006,056.81	73,000,000.00		0.221	1	
		Total and Average	189,494,758.39		176,450,000.00	176,450,431.06	176,452,041.25		0.365	32	

#### **Portfolio Management**

Portfolio Details - Cash July 31, 2021

						See Note 1 on page 10	See Note 2 on page 10			
CUSIP	Investment #	Issuer	Average <u>Balance</u>	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365 N	Days to Mat./Call
Money Mkt Mu	tual Funds/Cash									
SYS10033	10033	Revolving Fund		07/01/2021	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2021	5,729,865.54	5,729,865.54	5,729,865.54		0.000	1
		Average Balance	0.00	Accrued Interest	at Purchase	1,435.11	1,435.11			1
				Subtotal		5,751,300.65	5,751,300.65			
	Total Casi	h and Investments	189,494,758.39		182,199,865.54	182,201,731.71	182,203,341.90		0.365	32





# ORANGE COUNTY FIRE AUTHORITY Aging Report

By Maturity Date
As of August 1, 2021

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

							Maturity	Percent	Current	Current
							Par Value	of Portfolio	Book Value	Market Value
Aging Interval:	0 days	( 08/01/2021	- 08/01/2021 )		4 Maturities	0 Payments	78,749,865.54	43.22%	78,749,865.54	78,755,922.35
Aging Interval:	1 - 30 days	( 08/02/2021	- 08/31/2021 )		1 Maturities	0 Payments	10,000,000.00	5.49%	9,999,942.22	9,999,800.00
Aging Interval:	31 - 60 days	( 09/01/2021	- 09/30/2021 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	61 - 90 days	( 10/01/2021	- 10/30/2021 )		1 Maturities	0 Payments	12,000,000.00	6.59%	11,999,480.02	11,998,920.00
Aging Interval:	91 - 120 days	( 10/31/2021	- 11/29/2021 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	( 11/30/2021	- 08/01/2022 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	( 08/02/2022	- 07/31/2024 )		2 Maturities	0 Payments	23,435,000.00	12.85%	23,435,000.00	23,421,197.85
Aging Interval:	1096 days and after	( 08/01/2024	- )		6 Maturities	0 Payments	58,015,000.00	31.85%	58,017,619.01	58,024,456.40
				Total for	14 Investments	0 Payments		100.00	182,201,906.79	182,200,296.60



#### NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2021 includes an increase of \$6,222.75 to the LAIF investment and a decrease of (\$205,248.98) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.



#### Local Agency Investment Fund (LAIF)

As of July 31, 2021, OCFA has \$73,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of June 30, 2021 is 1.00008297. When applied to OCFA's LAIF investment, the fair value is \$73,006,057 or \$6,057 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at July 31, 2021 is included on the following page.



# State of California Pooled Money Investment Account Market Valuation 7/31/2021

Description		arrying Cost Plus rued Interest Purch.	Fair Value	Accrued Interes		
United States Treasury:						
Bills	\$	68,827,483,166.06	\$ 68,839,482,500.00		NA	
Notes	\$	59,313,228,865.01	\$ 59,376,861,500.00	\$	127,851,835.50	
Federal Agency:						
SBA	\$	408,364,270.94	\$ 409,316,689.13	\$	173,615.20	
MBS-REMICs	\$	9,379,367.90	\$ 9,847,314.28	\$	43,276.48	
Debentures	\$	8,631,651,654.08	\$ 8,636,670,970.00	\$	8,269,066.19	
Debentures FR	\$		\$ -	\$	-	
Debentures CL	\$	1,200,000,000.00	\$ 1,200,188,000.00	\$	1,105,055.00	
Discount Notes	\$	13,296,360,912.45	\$ 13,298,438,500.00		NA	
Supranational Debentures	\$	1,774,742,651.40	\$ 1,771,449,000.00	\$	5,302,612.50	
Supranational Debentures FR	\$	150,012,560.81	\$ 150,026,562.44	\$	18,392.51	
CDs and YCDs FR	\$	300,000,000.00	\$ 300,006,000.00	\$	41,812.92	
Bank Notes	\$	50,000,000.00	\$ 49,947,108.46	\$	8,055.56	
CDs and YCDs	\$	13,600,000,000.00	\$ 13,599,698,194.96	\$	6,067,291.69	
Commercial Paper	\$	9,303,798,675.01	\$ 9,307,991,111.16		NA	
Corporate:						
Bonds FR	\$	-	\$ -	\$	-	
Bonds	\$	112,891,605.90	\$ 112,005,250.00	\$	269,145.85	
Repurchase Agreements	\$		\$ -	\$	-	
Reverse Repurchase	\$	-	\$ -	\$	<u> </u>	
Time Deposits	\$	3,835,500,000.00	\$ 3,835,500,000.00		NA	
PMIA & GF Loans	\$	747,545,000.00	\$ 747,545,000.00		NA	
TOTAL	\$	181,560,958,729.56	\$ 181,644,973,700.43	\$	149,150,159.40	

Fair Value Including Accrued Interest

181,794,123,859.83

\$

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



# Orange County Fire Authority Preliminary Investment Report August 20, 2021



# ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary August 20, 2021

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

			See Note 1 on page 19	See Note 2 on page 19					
	Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
	Federal Agency Coupon Securities	81,450,000.00	81,382,178.95	81,452,579.92	53.78	1,318	53	0.593	0.601
	Federal Agency DiscAmortizing	22,000,000.00	21,999,280.00	21,999,600.02	14.53	123	34	0.015	0.015
	Local Agency Investment Funds	48,000,000.00	48,003,982.56	48,000,000.00	31.69	1	1	0.218	0.221
	Investments	151,450,000.00	151,385,441.51	151,452,179.94	100.00%	727	34	0.390	0.396
	Cash and Accrued Interest								
F	Passbook/Checking (not included in yield calculations) Accrued Interest at Purchase	3,474,218.27	3,474,218.27 1,435.11	3,474,218.27 1,435.11		1	1	0.000	0.000
ã									
6	Subtotal		3,475,653.38	3,4 <b>7</b> 5,6 <b>5</b> 3.38					
14	Total Cash and Investments	154,924,218.27	154,861,094.89	154,927,833.32		727	34	0.390	0.396

Total Earnings	August 20 Month Ending	Fiscal Year To Date
Current Year	33,257.27	85,558.87
Average Daily Balance	170,693,580.92	182,121,747.61
Effective Rate of Return	0.36%	0.34%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2021. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months!"

Pàtricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

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

GASB 31 Adjustment to Books (See Note 3 on page 19)

Total

\$ 154,927,833.32 \$ (199,026.23) \$ 154,728,807.09

#### **Portfolio Management**

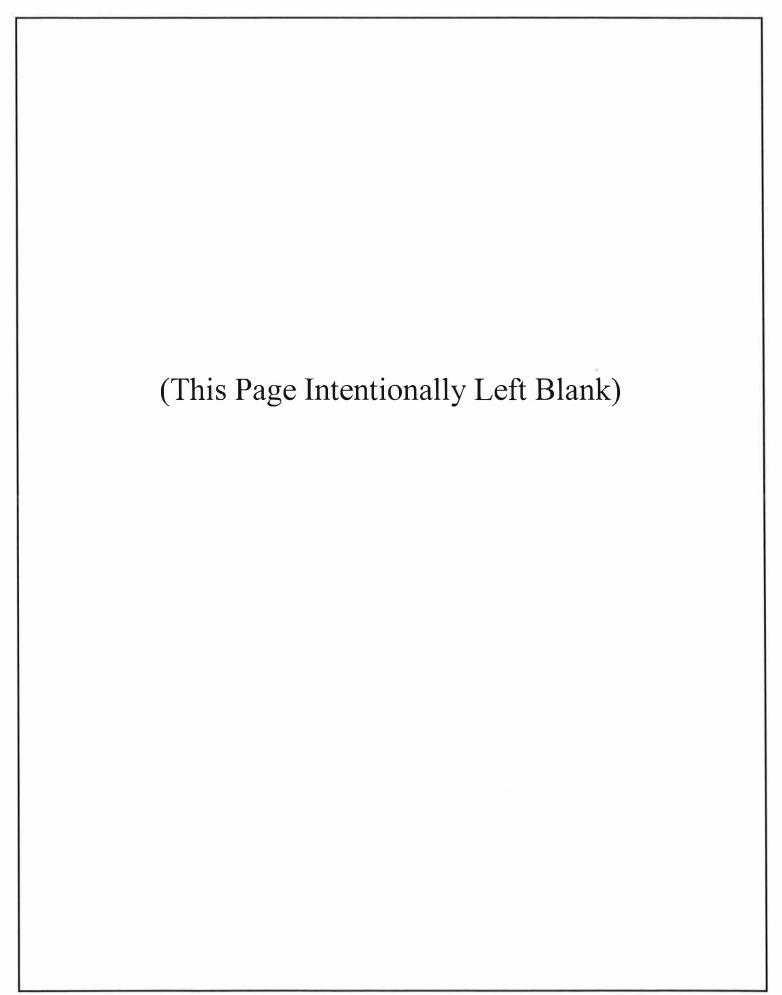
## Portfolio Details - Investments

A	00	0004
August	20.	2021

						See Note 1 on page 19	See Note 2 on page 19				
CUSIP	Investmer	nt# Issuer	Average	Purchase Date	Par Value	Market Value	Book Value	Stated	YTM/Call	Days to Mat./Call	
Money Mkt Mutu			Balance	Date	1 di Value	Walket Value	DOOK Value	Rate	365	Wat./Call	Da
,											
SYS528	528	Federated Treasury Obliga	ations	07/01/2021	0.00	0.00	0.00	0.010	0.010	1	
	S	ubtotal and Average	3,391,466.86		0.00	0.00	0.00		0.000	0	
Federal Agency (	Coupon Securi	ties									
3133EMLE0	1020	Federal Farm Credit Bank	(Continuous Call)	12/23/2020	14,000,000.00	13,982,220.00	14,000,000.00	0.190	0.190	11 09	9/22/20:
3133EMWH1	1030	Federal Farm Credit Bank	(Callable 4/21/2022)	04/22/2021	3,000,000.00	3,002,340.00	3,002,579.92	0.710	0.710	243 04	/21/20
3133EMXS6	1032	Federal Farm Credit Bank	(Continuous Call)	04/28/2021	12,000,000.00	11,988,120.00	12,000,000.00	0.720	0.720	11 04	1/28/202
3130ALNY6	1025	Fed Home Loan Bank	(Callable 9/30/2021)	03/30/2021	8,000,000.00	7,995,840.00	8,000,000.00	0.550	0.822	40 09	9/30/20:
3130ALTJ3	1029	Fed Home Loan Bank	(Callable 10/8/2021)	04/22/2021	9,435,000.00	9,425,565.00	9,435,000.00	0.375	0.375	48 04	1/08/202
3130ALVR2	1031	Fed Home Loan Bank	(Callable 10/23/2021	) 04/23/2021	11,015,000.00	11,003,213.95	11,015,000.00	0.520	0.520	63 10	)/23/20:
3130AM6P2	1034	Fed Home Loan Bank	(Callable 10/29/2021	) 04/29/2021	12,000,000.00	11,995,920.00	12,000,000.00	1.000	1.000	69 04	1/29/202
3130AM6H0	1035	Fed Home Loan Bank	(Callable 11/11/2021	) 05/11/2021	12,000,000.00	11,988,960.00	12,000,000.00	0.550	0.641	82 10	)/11/202
	s	ubtotal and Average	81,452,598.48		81,450,000.00	81,382,178.95	81,452,579.92		0.601	53	
Federal Agency (	DiscAmortizi	ng									
313313NC8	1036	Federal Farm Credit Bank		05/21/2021	12,000,000.00	11,999,280.00	11,999,613.35	0.020	0.021	58 10	)/18/202
313385KY1	1037	Fed Home Loan Bank		05/28/2021	10,000,000.00	10,000,000.00	9,999,986.67	0.008	0.008	6 08/	3/27/202
	S	ubtotal and Average	21,999,515.57		22,000,000.00	21,999,280.00	21,999,600.02		0.015	34	
Local Agency Inv	vestment Fund	s									
SYS336	336	Local Agency Invstmt Fund	d		48,000,000.00	48,003,982.56	48,000,000.00	0.221	0.221	1	
	s	ubtotal and Average	63,850,000.00		48,000,000.00	48,003,982.56	48,000,000.00		0.221	1	
		Total and Average	170,693,580.92		151,450,000.00	151,385,441.51	151,452,179.94		0.396	34	

#### Portfolio Management Portfolio Details - Cash August 20, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C D 365 Ma	•
Money Mkt Mu	itual Funds/Cash									
SYS10033	10033	Revolving Fund		07/01/2021	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2021	3,454,218.27	3,454,218.27	3,454,218.27		0.000	1
-		Average Balance	0.00	Accrued Interest	at Purchase	1,435.11	1,435.11			1
				Subtotal		3,475,653.38	3,475,653.38			
	Total Cas	h and Investments	170,693,580.92		154,924,218.27	154,861,094.89	154,927,833.32		0.396	34





#### Aging Report By Maturity Date As of August 21, 2021

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

								Maturity	Percent	Current	Current
								Par Value	of Portfolio	Book Value	Market Value
Aging Interval:	0 days	( 08/21/2021	-	08/21/2021 )		4 Maturities	0 Payments	51,474,218.27	33.24%	51,474,218.27	51,478,200.83
Aging Interval:	1 - 30 days	( 08/22/2021	-	09/20/2021 )		1 Maturities	0 Payments	10,000,000.00	6.46%	9,999,986.67	10,000,000.00
Aging Interval:	31 - 60 days	( 09/21/2021	-	10/20/2021 )		1 Maturities	0 Payments	12,000,000.00	7.75%	11,999,613.35	11,999,280.00
Aging Interval:	61 - 90 days	( 10/21/2021	-	11/19/2021 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	91 - 120 days	( 11/20/2021	•	12/19/2021 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	( 12/20/2021	-	08/21/2022 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	( 08/22/2022		08/20/2024 )		2 Maturities	0 Payments	23,435,000.00	15.12%	23,435,000.00	23,407,785.00
Aging Interval:	1096 days and after	( 08/21/2024		)		6 Maturities	0 Payments	58,015,000.00	37.44%	58,017,579.92	57,974,393.95
					Total for	14 Investments	0 Payments		100.00	154,926,398.21	154,859,659.78



#### NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. Market value of the remaining investments is provided by U.S. Bank.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2021 includes an increase of \$6,222.75 to the LAIF investment and a decrease of (\$205,248.98) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.

#### **GLOSSARY**

#### **INVESTMENT TERMS**

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

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

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

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

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

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

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

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

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

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

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

**Local Agency Investment Fund (LAIF).** A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$75 million for any agency *(excluding bond funds, which have no maximum)*. It offers high liquidity because

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

#### **ECONOMIC TERMS**

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

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

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

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

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

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

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

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

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

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

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



# Orange County Fire Authority AGENDA STAFF REPORT

# Executive Committee Meeting September 23, 2021

Agenda Item No. 2C Consent Calendar

#### **Fourth Quarter Financial Newsletter**

Contact	(c)	for	Further	Inform	ation
Contacti		w	ruitici	шиш	auvu

Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
Stuart Lam, Budget Manager Treasury & Financial Planning	stuartlam@ocfa.org	714.573.6302

#### **Summary**

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the preliminary close of FY 2020/21.

#### **Prior Board/Committee Action**

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Executive Committee agenda for approval by 9-0 vote.

#### **RECOMMENDED ACTION(S)**

Receive and file the report.

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

Not Applicable.

#### **Fiscal Impact**

Not Applicable.

#### **Background**

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

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

Fourth Quarter Financial Newsletter – July 2020 to June 2021

## 4th Quarter

## July 2020 to June 2021

# Financial Newsletter



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

With the close of the fiscal year, General Fund actual revenues and expenditures are within budget. As of the end of the 4th quarter, OCFA received 97.4% of budgeted revenues and expended 96.4% of appropriations.

The OCFA expended 49.8% of the GF CIP, 14.9% of Fire Stations & Facilities, 22.4% of Comm. & Info. Systems, and 28.3% of the Fire Apparatus budgets. CIP projects not yet completed are anticipated to be rebudgeted to FY 2021/22.

For additional info, see attached newsletter.



#### **General Fund**

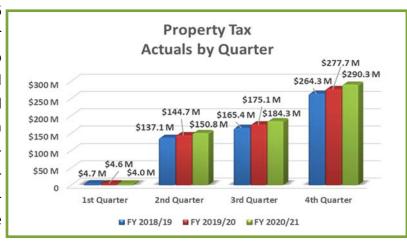
**REVENUES** - General Fund revenues received in FY 2020/21 amounted to \$490.3 million, approximately 5.8% higher than the prior year. The increase is primarily due



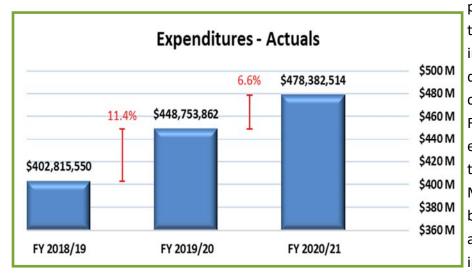
to higher assistance by hire reimbursement revenue stemming from a higher number of significant emergency incidents this year as well as higher secured property tax revenue. Overall General Fund

revenue receipts met expectations. Actual property tax revenue of \$290.3 million

increased 4.5% or \$12.6 million over the prior year primarily due to growth in secured property tax. Secured property tax growth has been driven by residential price appreciation and new construction throughout the County.



**EXPENDITURES** — General Fund expenditures through the 4th quarter amounted to \$478.4 million and reflect an increase of 6.6% when compared to the prior fiscal year. The increase in expenditures over the

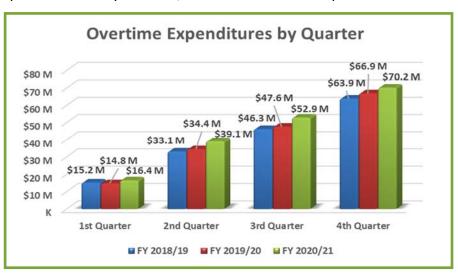


prior year was driven by overtime due to OCFA's response to significant fire incidents and the COVID-19 vaccine distribution efforts as well as MOU changes resulting in increased pay for Firefighters and Chief Officers. Overall expenditures were \$18.0 million less than the budget of \$496.4 million. Much of the unspent expenditure budget is related to multi-year grant and QRF Program funds that are anticipated to be rebudgeted into FY

2021/22.

The following Overtime Expenditures by Quarter chart captures historical cumulative overtime expenditures from fiscal year 2018/19 through the 4th quarter of fiscal year 2020/21. Actual overtime expenditures were

4.9% or \$3.3 million higher than last year. Overtime expenses increased this year due to emergency incidents and COVID-19 vaccine distribution. Major incidents include the Apple, August Complex, Blue Ridge, Bond, Castle, Deer, Lake, LNU Lightning Complex, SCU Lightning Complex, and Silverado Canyon fires. These emergency incident overtime expenditures are reimbursable. Open Position overtime, used to fill vacancies in the firefighter ranks, is also



contributing to the higher backfill/overtime expenditures. This category of overtime is typically offset by vacancy savings.

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

#### **OVERVIEW**

This report covers fiscal activities in the General Fund and CIP Funds through the fourth quarter and preliminary close of Fiscal Year 2020/21. Budget figures include all budget adjustments authorized by the Board through the end of the fiscal year.

#### **GENERAL FUND**

With 100% of the year completed, General Fund revenues are 97.4% of budget and expenditures are 96.4% as shown below:

				%
General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	Variance
Revenues	490,272,084	503,139,347	12,867,263	97.4%
Expenditures	478,382,514	496,378,340	17,995,826	96.4%

**Top Five Revenues.** The analysis presented below compares the five largest revenue categories received through the fourth quarter versus the budget for the fiscal year. Categories in which the variance is greater than 10% or \$1 million, are discussed below the table.

			Variance: Actual	
	YTD Actual		to Budget Est. in	%
Top Five Revenues	Receipts	Budget	Dollars	Variance
Property Taxes	290,310,885	287,967,482	2,343,403	1%
Cash Contracts	128,394,204	126,806,614	1,587,590	1%
State Reimbursements	36,981,168	43,264,931	(6,283,763)	-15%
CRA Pass-through	16,076,138	16,675,511	(599,373)	-4%
Community Risk Reduction Fees	4,099,675	3,631,900	467,775	13%
Total	475,862,070	478,346,438	(2,484,368)	-1%

- *Property Taxes* The variance in property taxes of \$2.3 million or 1% is a result of higher property tax revenue for FY 2020/21 than anticipated, primarily in the secured and unsecured property tax categories. The secured category exceeded budget by \$1.2 million and the unsecured category exceeded by \$653K. Also coming in higher than anticipated was supplemental by \$273K, delinquent supplemental by \$149K, prior unsecured by \$44K and homeowner property tax relief by \$10K.
- Cash Contracts -Cash Contracts revenue exceeded budget due to unanticipated one-time
  workers' compensation reimbursements that were received in Q4. During this reporting
  period, Santa Ana had more claim activity that met the criteria for reimbursement including
  presumptive cases. These reimbursements are for workers' compensation expenditures for
  OCFA firefighters that are former employees of Santa Ana that are the responsibility of the
  city.

- State Reimbursements This revenue line includes grant revenues which are reimbursable, meaning revenues are recognized as allowable expenses are incurred. The majority of the variance is due to the CalFire grant for Invasive Tree Pest Mitigation and Fuels Reduction, of which only a small amount (\$573K) was spent and therefore received as revenue. Delays working with homeowners and outside specialists due to COVID and CEQA process delays contributed to lower than normal expenditures. This program is designed to be a multi-year effort, with the full amount budgeted when the grant was approved by the Board of Directors, and the balance carried over from year–to-year until it is fully expended/reimbursed. Remaining State Reimbursements revenue budget of \$5.8 million will be included in the Carryover of FY 2020/21 into FY 2021/22.
- *Community Risk Reduction Fees* Estimated CRR Revenue was decreased as part of the mid-year budget adjustment due to the ongoing COVID-19 impact and a reduced number of inspections. However, revenue came in higher than anticipated due to increased activity in the 4<sup>th</sup> Quarter.

**Expenditures.** The analysis presented below compares the actual expenditures through the fourth quarter versus the budget for the fiscal year. Categories in which the variance is greater than 10% or \$1 million, are discussed below the table.

			Variance: Actual	
	YTD Actual		to Budget in	%
Expenditures by Department	Expenditures	Budget	Dollars	Variance
Business Services	26,993,385	28,097,566	(1,104,181)	-4%
Command & Emergency Planning	9,493,887	8,974,823	519,064	6%
Community Risk Reduction	16,005,766	20,274,249	(4,268,483)	-21%
EMS & Training	12,565,008	14,066,237	(1,501,229)	-11%
Executive Management	18,621,559	19,456,925	(835,366)	-4%
Human Resources	8,319,242	9,073,871	(754,629)	-8%
Logistics	36,096,572	35,306,573	789,999	2%
Operations	330,623,650	329,379,251	1,244,399	0%
Special Operations	19,663,446	31,748,845	(12,085,399)	-38%
Total	478,382,514	496,378,340	(17,995,826)	-4%

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

- **Business Services** This department ended the year with a significant balance in S&EB due to several vacancies that remained unfilled as a result of recruitment process delays due to COVID-19. The vast majority of these vacancies have since been filled.
- Community Risk Reduction The balance is due to the CalFire Tree Pest Mitigation Grant Program, of which only a small amount (\$573K) was expended in FY 2020/21. Delays working with homeowners and outside specialists due to COVID and CEQA process delays contributed to lower than normal expenditures. This program is designed to be a multi-year effort, with the full amount budgeted when the grant was approved by the Board of Directors, and the balance carried over from year-to-year until it is fully expended. The balance of the grant will be included in the Carryover of FY 2020/21 into FY 2021/22.

- *EMS & Training* The majority of the year-end balance is due to the AFG/Fire Ground Survival (FGS) Program funds, of which only a small portion was expended in FY 2020/21. The program is a multi-year effort that was restarted towards the end of FY 2020/21 so expenses were minimal. The FGS Program is scheduled to be completed in FY 2021/22 and will be included in the Carryover of FY 2020/21 into FY 2021/22.
- Operations This department's expenditures exceeded budget by \$1.2 million primarily due to an S&EB overage of \$1.4 million offset by small savings of \$208K in Services & Supplies. Higher than anticipated backfill/overtime expenditures tied to incident responses contributed to the S&EB variance. Major incidents in FY 2020/21 include the Apple, August Complex, Blue Ridge, Bond, Castle, Deer, Lake, LNU Lightning Complex, SCU Lightning Complex, and Silverado Canyon fires. Higher open position overtime, used to fill vacancies in the firefighter ranks, is also contributing to the variance.
- Special Operations The positive variance of \$12.1 million in Special Operations is driven by \$9.5 million of S&S savings and \$1.7 million of Equipment savings, primarily in restricted funds. Budget for the Quick Reaction Force (QRF) was adopted by the Board in April 2021 with a start date of June 15, 2021. Of the \$9.4 million QRF budget, only \$850K of expenses were incurred in FY 2020/21. Variance of non-restricted funds within Special Operations totaled \$955K between S&EB, S&S, and Equipment.

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

			Variance: Actual	
	YTD Actual		to Budget in	%
Expenditures by Type	Expenditures	Budget	Dollars	Variance
Salary and Employee Benefits	427,028,538	427,395,216	(366,678)	0%
Services and Supplies	50,646,716	66,490,156	(15,843,440)	-24%
Equipment	707,260	2,492,968	(1,785,708)	-72%
Total	478,382,514	496,378,340	(17,995,826)	-4%

- Services and Supplies Actual expenditures finished approximately \$15.8 million or 24% under budget through the close of the fiscal year. Approximately \$15.2 million in services and supplies expenditures related to grants and the QRF program are anticipated to be included in the Carryover request to fiscal year 2021/22.
- *Equipment* This category is under budget by 72% or approximately \$1.8 million. This is primarily due to CalFire Augmentation, CalFire Greenhouse Gas Reduction, and US&R grant funded equipment that has not yet been purchased. Upon grant acceptance, OCFA budgets the entire grant amount upfront and will carryover remaining funds to the following fiscal year when grant funded programs span multiple fiscal years. The unspent grant funds are anticipated to be used to purchase equipment next fiscal year and will be included in the FY 2021/22 Carryover request.

#### **CIP FUNDS**

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

#### **General Fund CIP**

Fund 12110	YTD Actual	Budget	Percent
Expenditures	6,129,159	12,301,121	49.8%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$12.3 million include funding for upgrades, routine maintenance and replacement of equipment such as: enterprise phone/public address system upgrade, fire station bathroom inclusive facilities projects, dormitory privacy (FS 41 and FS 53), kitchen, flooring and/or bathroom remodels (FS 41, FS 26 and FS 6), thermal imaging cameras, telephone/alarm system upgrade, data network upgrades, replacement of PCs, laptops, tablets, printers, 800 MHz radios, VHF radios, WMD protective suits/respirator canisters, RFOTC uninterruptible power system, mobile data computer system, body armor replacement, high pressure airbags, duo-dote auto-injectors, fire shelters, and installation of SCBA bottle filling stations.
- Expenditures of approximately \$6.1 million are attributable to the thermal imaging cameras, fire station telephone/alarm/sound system upgrade, data network upgrades, replacement PCs, tablets and printers, VHF radios, 800 MHz radios, station bathroom inclusive facilities projects, mobile data computer system, body armor replacement, and various IT and Property Management projects described above.

#### **Fire Stations and Facilities**

Fund 123	YTD Actual	Budget	Percent
Revenue	1,370,785	1,288,613	106.4%
Expenditures	1,280,427	8,565,810	14.9%

- Revenues in this fund are attributable to interest earned through the fourth quarter and developer contributions of \$1.3 million.
- Appropriations of \$8.6 million include funding for RFOTC training grounds expansion and upgrade, infrastructure security enhancements, replacement of FS 10 and FS 24, FS 49 apparatus bay floor reconstruction, retrofit of existing fire station life and safety systems, and fire station bathroom improvements.
- Expenditures of approximately \$1.3 million are primarily attributable to RFOTC training ground expansion and upgrade, infrastructure security enhancements and replacement of FS 10.

#### **Communications & Information Systems**

Fund 124	YTD Actual	Budget	Percent
Revenue	3,385	15,562	21.8%
Expenditures	1,100,834	4,922,093	22.4%

- Revenues in this fund are attributable to interest earned through the fourth quarter.
- Appropriations of \$4.9 million include funding for: CRR automation/IFP replacement, RFOTC data center fire suppression system upgrade, disaster recovery co-location facility, EMS enterprise system development, enterprise audio video equipment upgrades, incident reporting application replacement, theHIVE cloud upgrade, next generation CAD2CAD, and EMS immunization tracking.
- Year to date expenditures of \$1.1 million are primarily attributable to the progress on the CRR automation/IFP replacement, disaster recovery co-location facility, EMS immunization tracking, next generation CAD2CAD, and enterprise audio video equipment upgrades.

#### Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	1,665,618	1,687,379	98.7%
Expenditures	4,435,944	15,671,698	28.3%

- Revenues in this fund are attributable to vehicle replacement program payments from cash contract cities and interest earned through the fourth quarter.
- Appropriations of \$15.7 million include vehicle outfitting, 5 100' quint trucks, 2 HazMat vehicles, a heavy rescue vehicle, 10 vans, 7 utility pickups, 2 light service trucks, 9 mid-size pickups, a US&R support vehicle, 2 squad vehicles, 3 full-size SUVs, a superintendent vehicle, and other miscellaneous emergency and support vehicles.
- Expenditures through the fourth quarter include a HazMat vehicles, heavy rescue vehicle, mid-size pickups, utility pickups, full and mid-size SUVs, step and cargo vans, mid-size sedans, US&R support vehicle, quad ATV, and outfitting costs.

#### **SUMMARY**

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



# Orange County Fire Authority AGENDA STAFF REPORT

<b>Executive Committee Meeting</b>	Agenda Item No. 2D
<b>September 23, 2021</b>	Consent Calendar

#### **Annual Investment Report**

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#### **Summary**

This annual agenda item is submitted to the Budget and Finance Committee in compliance with Section 18.2 of the Orange County Fire Authority's Investment Policy.

#### **Prior Board/Committee Action**

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Executive Committee agenda for approval by 9-0 vote.

#### **RECOMMENDED ACTION(S)**

Receive and file the report.

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

Not Applicable.

#### **Fiscal Impact**

Not Applicable.

#### **Background**

Section 18.2 of OCFA's Investment Policy requires that the Treasurer submit an annual report to the Budget and Finance Committee and the Executive Committee following the close of the fiscal year. The attached report certifies that the Treasurer has complied with OCFA's investment policies and procedures and details the following:

- Portfolio performance and comparison to benchmarks
- A review of trends regarding the size of the portfolio
- Discussion of investment risk in the portfolio
- Analysis of the composition of the portfolio
- GASB 31 impacts
- Investment income
- A statement of anticipated investment fund activity in the next fiscal year

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

Annual Investment Report for Fiscal Year 2020/21



# Orange County Fire Authority Annual Investment Report

### Fiscal Year 2020/21

The Annual Investment Report for the fiscal year ended June 30, 2021 fulfills the requirements of Section 18.2 of the Authority's Investment Policy ("the Policy"). The Annual Report is a review of the last twelve months of investment activity by the Treasurer.



## Annual Investment Report

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# PORTFOLIO PERFORMANCE AND COMPARISON TO BENCHMARK

Consistent with market trends, OCFA's portfolio return slowly declined throughout most of the fiscal year yet outperformed the Local Agency Investment Fund (LAIF) at the end of the fiscal year and consistently outperformed the Treasury benchmarks as listed in the comparison table below.

At the beginning of this fiscal year, the economy was still slowly climbing out from the depths of a severe recession. Federal relief programs provided several layers of assistance for employers and consumers and allowed the economy to hold steady towards the end of 2020 even with unemployment remaining historically high. The unemployment rate ranged from a high of 10.2% in July 2020 and ended the fiscal year at 5.9%. OCFA's portfolio began the fiscal year with a maturity of 30 days and an effective rate of return of 0.45%. To mitigate the impact of the pandemic on the economy, the Federal Reserve held interest rates steady at 0.25% during the fiscal year. OCFA's portfolio performance also held steady with a slight dip at the end of 2020 and ended the year at 0.36% on an average portfolio balance of \$197 million. Treasury rates continued to drop throughout the period with LAIF trailing market rate movements by several months. Overall, actual portfolio earnings exceeded the final budget projection for the fiscal year due to higher than anticipated cash balances.

OCFA Portfolio			Benchmark Comparisons				
	Market Value	Days to Maturity	Effective Yield	3 Month Treasury	6 Month Treasury	1 Year Treasury	LAIF
July	172,131,134	30	0.45%	0.13%	0.14%	0.15%	0.92%
August	150,598,712	16	0.43%	0.10%	0.12%	0.13%	0.78%
September	139,994,417	14	0.42%	0.11%	0.12%	0.13%	0.69%
October	109,720,511	7	0.41%	0.10%	0.11%	0.13%	0.62%
November	128,829,246	14	0.39%	0.09%	0.10%	0.12%	0.58%
December	207,265,868	27	0.35%	0.09%	0.09%	0.10%	0.54%
January	154,694,509	26	0.24%	0.08%	0.09%	0.10%	0.46%
February	134,346,510	19	0.26%	0.04%	0.06%	0.07%	0.41%
March	140,742,066	28	0.23%	0.03%	0.05%	0.08%	0.36%
April	192,273,284	53	0.26%	0.02%	0.04%	0.06%	0.34%
May	200,416,714	48	0.35%	0.02%	0.04%	0.05%	0.32%
June	197,269,576	37	0.36%	0.04%	0.05%	0.07%	0.26%
Fiscal Year	160,690,212	27	0.35%	0.07%	0.08%	0.10%	0.52%

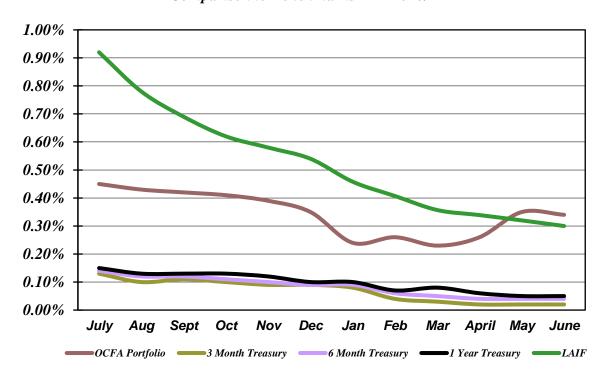


# PORTFOLIO PERFORMANCE AND COMPARISON TO BENCHMARKS

The following chart compares the Authority's monthly portfolio performance with benchmarks including 3-month, 6-month, and 1-year Treasuries and LAIF. OCFA's overall portfolio yield outperformed all Treasury benchmarks, yet lagged LAIF's performance for the first ten months and outperformed LAIF for the final two months of the fiscal year.

- During FY 2020/21, Treasury yields declined throughout the year as the Fed held rates in check and did not move upward until the final month of the fiscal year.
- In a rising/declining interest rate environment, LAIF's return tends to lag the market in rising/declining due to their maturity structure. As such, LAIF's return remained higher than the OCFA portfolio rate and Treasury benchmarks. It gradually dropped throughout the fiscal year until dipping below the OCFA return in May 2021.
- In FY 2020/21, OCFA kept investments primarily in Treasuries, Federal Agency securities and LAIF.
  However, OCFA remains somewhat restrained due to the timing of cashflow needs. Since interest rates are
  expected to stabilize in the coming months, OCFA's portfolio rate of return is projected to outperform the LAIF
  and Treasury benchmarks through the first quarter of FY 2021/22.

#### Comparison to Benchmarks - FY 2020/21

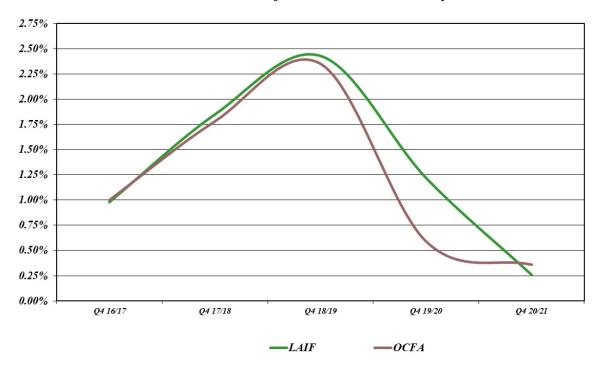




# PORTFOLIO PERFORMANCE AND COMPARISON TO BENCHMARKS

The following chart provides a 5-year history of the Authority's portfolio yield from FY 2016/17 through FY 2020/21 compared to a 5-year history of LAIF's yield. As demonstrated with this historical view, OCFA's portfolio yield performs very similarly to LAIF.

#### OCFA & LAIF Portfolio Yields - 5 Year History





#### REVIEW OF TRENDS REGARDING THE SIZE OF THE PORTFOLIO

#### Portfolio balances during FY 2020/21 remained about the same as in FY 2019/20.

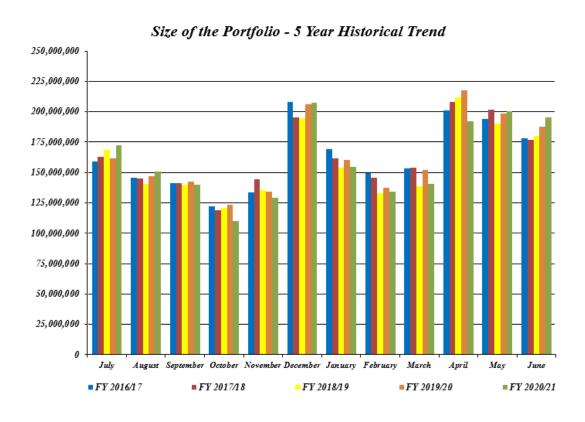
The size of the OCFA's portfolio fluctuates over the course of a fiscal year due to timing differences between cash receipts and disbursements. OCFA's largest cash receipts are from secured property taxes received in December and April and from cash contract payments received quarterly, except for the City of Santa Ana & the City of Garden Grove which pay monthly. Cash disbursements occur more evenly with biweekly payroll expenditures representing the largest component. These timing differences cause the General Fund to experience temporary cash shortages from July through mid-December.

OCFA is able to meet its temporary cashflow timing shortages through use of a General Fund cashflow reserve, combined with interfund borrowing. In the past, OCFA has also used lease purchase financing to fund certain capital expenditures including helicopters, vehicles, communication equipment, and information systems.



# REVIEW OF TRENDS REGARDING THE SIZE OF THE PORTFOLIO

The following chart provides a 5-year history of the size of the OCFA's portfolio. During the last five fiscal years, portfolio balances have been rising gradually due to higher revenues, steady increase in the General Fund cashflow reserve and the Worker's Compensation Fund reserve. It should be noted, however, that the balances shown below represent total portfolio balance as opposed to fund balance available. Portfolio balance is always higher than fund balance because the portfolio includes cash and investments that are already committed to various contracts and purchase orders or that are reserved for future obligations.





# INVESTMENT RISK IN THE PORTFOLIO

Although all investments contain an element of risk, OCFA's Investment Policy, procedures, and investment strategies are designed to limit exposure to risk. The different types of risk are discussed below, as they pertain to the portfolio.

# Credit (Default) Risk

Credit risk is defined as the risk to an investor that an issuer will default in the payment of interest and/or principal on a security. OCFA's investment policies and practices limit credit risk by:

- Limiting investments to the safest types of securities and highest quality issuers.
- > Specifically excluding investments in equities, corporate bonds, derivatives, reverse repurchase agreements and financial futures or options.
- Avoiding investment in issuers placed on negative credit watch or with current events that involve negative financial implications.
- Pre-qualifying financial institutions and broker/dealers for competitive bidding of individual investment transactions.
- > Diversifying investments so that potential losses on individual securities will be minimized.
- ➤ Reviewing monthly reports from the State Treasurer's Office regarding LAIF's performance.
- Requiring collateralization of demand deposits and certificates of deposit. MUFG Union Bank, as OCFA's bank, complies with all collateralization requirements for demand deposits.
- > Safekeeping investments by separate agreement with a third-party qualified custodian.



# INVESTMENT RISK IN THE PORTFOLIO

# Market Risk

Market risk is defined as the risk that the value of a security may fall as a result of changes in the financial markets, such as increases in interest rates. In periods of rising interest rates, the market value of a security can fall below the amount of principal invested. If an investor sells the security before maturity, part of the principal will be lost. OCFA reduces market risk by matching investment maturities with cash flow needs to minimize investments that may need to be sold prematurely.

# Interest Rate Risk

Interest rate risk is defined as the risk that an investor will under-perform the market, as a result of holding an investment with a lower yield than the current market rate. For example, if an investor holds a one-year certificate of deposit earning 2%, and interest rates rise to 4%, the investor would incur an opportunity cost of 2%. Investors can avoid interest rate risk by keeping maturities fairly short if interest rates are expected to rise.

OCFA's portfolio reflected an average maturity under one year throughout FY 2020/21 due to projected cashflow needs and the continued decline in interest rates.

# Liquidity Risk

Liquidity risk involves the ability to sell an investment before maturity. Some short-term investments are fairly illiquid. For example, a non-negotiable certificate of deposit is an illiquid asset that carries an interest penalty for early redemption. OCFA minimizes liquidity risk by maintaining a significant portion of its portfolio in very liquid instruments, such as LAIF where funds are immediately available, or Treasury and Agency securities, which have active secondary markets.



# COMPOSITION OF THE PORTFOLIO

# **Authorized Investments**

Section 10 of OCFA's Investment Policy lists the types of securities allowable for investment. Subject to stipulated restrictions, these include Treasury and Federal Agency securities, collateralized or insured passbook savings accounts and demand deposits, collateralized or insured certificates of deposit, bankers' acceptances, money market funds of short-term treasury securities, repurchase agreements, the Local Agency Investment Fund (LAIF), and commercial paper (rated A1/P1/F1) by the credit rating agencies Moody's Investors Service, Standard & Poor's Ratings Services and Fitch Ratings, respectively.

OCFA's portfolio only included those investments authorized in Section 10 of the Policy in FY 2020/21.

# Portfolio Diversification

Section 15.1 of the Policy sets parameters for portfolio diversification. OCFA's portfolio shall not be invested in a single security type or in a single financial institution/pool in excess of 15% of the total investment portfolio, with the exception of the following:

	US Treasury Securities	100%
	Local Agency Investment Fund	75%
	Federal Agency Securities	75%
	Bankers' Acceptances	25%
$\triangleright$	Negotiable CD's	25%



# COMPOSITION OF THE PORTFOLIO

# Portfolio Diversification

	US Treasury Securities	LAIF	Federal Agencies	Commercial Paper	Money Market Mutual Funds	Total Portfolio
Maximum	100%	75%	75%	15%	15%	100%
FY Average	15.20%	52.81 %	31.99%	0.00%	0.00%	100%
July	7.95%	49.67%	42.38%	0.00%	0.00%	100%
August	8.63%	53.96%	37.41%	0.00%	0.00%	100%
September	14.50%	57.25%	28.25%	0.00%	0.00%	100%
October	6.80%	72.81%	20.39%	0.00%	0.00%	100%
November	20.66%	61.98%	17.36%	0.00%	0.00%	100%
December	40.21%	39.68%	20.11%	0.00%	0.00%	100%
January	39.04%	51.37%	9.59%	0.00%	0.00%	100%
February	30.47%	58.59%	10.94%	0.00%	0.00%	100%
March	14.17%	59.06%	26.77%	0.00%	0.00%	100%
April	0.00%	47.94%	52.06%	0.00%	0.00%	100%
May	0.00%	39.38%	60.62%	0.00%	0.00%	100%
June	0.00%	42.03%	57.97%	0.00%	0.00%	100%



# COMPOSITION OF THE PORTFOLIO

# **Maturity Diversification**

In order to ensure sufficient liquidity and reduce market risk, Section 15.3 of the Policy requires that "at least 50% of the portfolio is limited to a period of one year or less," and "unless matched to a specific requirement and approved by the Executive Committee and the Board of Directors, no portion of the portfolio may exceed five years."

OCFA's portfolio complied with maturity diversification requirements as stated in Section 15.3 of the Policy throughout FY 2020/21.

# Market Value

Section 18.1.7 of OCFA's Investment Policy requires monthly reporting of the current market value of the securities in the portfolio. The Treasurer reports current market values of the portfolio in both the Portfolio Summary and the Portfolio Detail sections of the Monthly Investment Report. Market values are provided monthly by MUFG Union Bank and quarterly by the State Treasurer's Office for the LAIF investment.



# GASB 31 IMPACTS

# What is GASB 31?

The Governmental Accounting Standards Board's Statement 31, titled "Accounting and Financial Reporting for Certain Investments and for External Investment Pools," establishes rules for reporting investment valuation. The Statement generally requires governmental entities to report investments at fair value in the financial statements and to reflect the related unrealized gains and losses as a component of investment income. Different rules apply to an *internal investment pool* (consisting *only* of the governmental entity's own funds) versus an *external investment pool* (consisting of combined funds from other legally separate entities, such as a state or county investment pool).

# How Does GASB 31 Impact OCFA's Portfolio?

On June 30, 2021, all of the Authority's investments were reported at fair value in compliance with GASB 31 guidelines. The fair value reporting of OCFA's investments resulted in a net decrease of \$199,026 to book value. This fair value adjustment is for financial statement reporting only.

Under GASB 31 guidelines, investment income is similarly increased/decreased for financial statement purposes. Investment income is impacted by the change in fair value of the investments from the beginning to the end of the reporting period. OCFA previously recognized and reported an increase/(gain) to investment valuation at June 30, 2020 of \$362,803; therefore, a net decrease of \$561,829 was recognized and recorded to investment earnings as of June 30, 2021 to reflect the decrease of \$199,026 in fair value of the investments at the end of the fiscal year.

GASB 31 Adjustment to Books – Beginning of year/(gain)	\$ 362,803.09
Net Change/decrease to Investment Earnings	\$ (561,829.32)
GASB 31 Adjustment to Books – End of year/loss	\$ (199,026.23)



# **INVESTMENT INCOME**

Portfolio investment income in FY 2020/21 amounted to \$555,477 (pre-GASB 31 adjustment) compared to \$2,589,245 in FY 2019/20. The decrease in investment income was due to the impact that the COVID-19 pandemic had on bond market yields which remained near zero. The effective yield for the portfolio was 0.36% in FY 2020/21 compared to 1.63% in FY 2019/20. This decrease in the overall effective yield from the prior year was consistent with the overall bond market performance.

# ANTICIPATED INVESTMENT ACTIVITY IN THE NEXT FISCAL YEAR

Cash forecasts for FY 2021/22 are based primarily on the FY 2021/22 Adopted Budget. OCFA's Adopted Budget reflects revenues which are in balance with expenditures for the year, and the Budget will enable OCFA to sustain its reserves at the Board-mandated policy level. It is anticipated that the CIP Reserves will continue to be spent down this year on planned projects. The portfolio's balance is expected to decrease during the first quarter of the FY 2021/22 and will begin to increase in November and December when secured property tax payments are received.

In addition, there still remains a great deal of uncertainty regarding the path of the economic recovery. Since the Federal Reserve still maintains that it will not increase interest rates until 2023, slightly lower interest income can be expected during this fiscal year.



# TREASURER'S CERTIFICATION

"As Treasurer of the Orange County Fire Authority, I certify that I have complied with the annual Investment Policies adopted by the Board of Directors and effective January 1, 2020 and January 1, 2021."

Patricia Jakubiak

Treasurer



# Orange County Fire Authority AGENDA STAFF REPORT

Executive Committee Meeting September 23, 2021

Agenda Item No. 2E Consent Calendar

# Award of RFP# RO2450a EMS Computer System Consulting Services

# **Contact(s) for Further Information**

Jim Ruane, Assistant Chief <u>jimruane@ocfa.org</u> 714.573.6801

Logistics

Joel Brodowski, IT Manager joelbrodowski@ocfa.org 714.573.6421

Logistics Department

# **Summary**

This agenda item is submitted for approval to award a Professional Services Agreement to Think AI Consulting Corporation, the number one ranked firm from Request for Proposal (RFP) RO2450a to provide consulting and project management services for the assessment and development of an enterprise-level emergency medical services computer system.

## **Prior Board/Committee Action**

Not applicable.

## **RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Think AI Consulting Corporation in an amount not to exceed \$139,916 for EMS computer system consulting services.

## **Impact to Cities/County**

Not Applicable.

## **Fiscal Impact**

Funding is available in the existing FY2021/22 Capital Improvement Program Budget.

# **Background**

The OCFA's Emergency Medical Services (EMS) department uses a combination of off-the-shelf computer technology, third party computer programs, and in-house developed applications to manage OCFA employee professional certifications, medical supplies, medical equipment, controlled substances, and patient care reports along with a multitude of other data associated with medical aid calls, and medical-related responses conducted by the OCFA.

The current combination of computer technology utilized by the OCFA EMS is inefficient and can be difficult to use. Think AI Consulting Corporation will provide consulting and project management services needed to assess the EMS department computer technology needs in order to develop comprehensive specifications for one best-in-class technology system to replace these multiple systems. These specifications will be used in a subsequent RFP process for which Think AI will provide support. Optionally, Think AI Consulting Corporation may be futher retained to

provide ongoing project management services for the implementation phase of the EMS enterprise computer technology upgrade.

#### Solicitation Process

On March 29, 2021, staff issued RFP RO2450a requesting proposals for the EMS software system consulting services. A non-mandatory pre-proposal meeting was held on April 8, 2021, and representatives from five companies attended. Final proposals were due April 21, 2021 and three proposals were received. An evaluation team consisting of two (2) Information Technology Division staff and two (2) EMS Department staff evaluated the proposals based on the criteria and point structure as defined in the RFP: Statement of Qualifications & Experience (5 pts), Communication & Resources (10 pts), Project Approach/Scope of Work (50 pts), Value-Added Features (5 pts), Overall Responsiveness (5 pts), and Cost (25 pts). Upon completion of the evaluation of the proposals, it was determined that the proposal from Think AI met all the requirements, was scored as the highest proposer by the evaluation committee, and was determined to have offered the best overall value to meet OCFA's needs.

## Recommendation

Consistent with the Roles/Responsibilities/Authorities Matrix requiring Executive Committee approval for contracts in excess of \$100,000, staff is recommending approval and authorization for the Purchasing Manager to execute the Professional Services Agreement with Think AI Consulting Corporation in an amount not to exceed \$139,916.

# **Attachment(s)**

Professional Services Agreement (On file with the Clerk and available upon request) or via this link: Executive Committee Packet

# ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 23<sup>rd</sup> day of September, 2021, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Think Al Consulting Corporation, a Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

#### RECITALS1

WHEREAS, OCFA requires the services of a qualified firm to provide EMS Computer System Consulting services as requested in RFP RO2450a, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated April 21, 2021, 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 RO2450a, dated March 26, 2021 ("RFP"), (2) Firm's Proposal, as modified by Firm's Best and Final Offer dated July 12, 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

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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 July 12, 2021 set forth in Exhibit "A," in an amount not to exceed One Hundred Thirty-Nine Thousand, Nine Hundred Sixteen Dollars (\$139,916) as outlined in the proposal attached as "Exhibit A."

# 3.2 <u>Method of Payment</u>

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

# 3.3 Changes

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

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

# 3.4 Appropriations

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

# 4. PERFORMANCE SCHEDULE

# 4.1 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 until satisfactory completion of the Services, unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement but not exceeding 180 days from the date hereof, unless extended by mutual agreement of the parties.

# 5. COORDINATION OF WORK

# 5.1 Representative of Firm

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

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

# 5.2 Contract Officer

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

# 5.3 <u>Prohibition Against Subcontracting or Assignment</u>

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

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

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

# 5.4 Independent Contractor

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

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

# 5.6 Employee Retirement System Eligibility Indemnification

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

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

# 6. INSURANCE AND INDEMNIFICATION

- 6.1 <u>Compliance with Insurance Requirements.</u> Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.
- 6.2 <u>Types of Insurance Required.</u> Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

- **6.2.1 Professional Liability/Errors and Omissions Insurance** ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.
- **6.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.
- 6.2.1.2 If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.
- **6.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.
- **6.2.1.4** Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.
- 6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per

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

- **6.2.3** Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.
- **6.2.4 Workers' Compensation Insurance**. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.
- **6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.
- **6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.
- 6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the

OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

6.4 <u>Specific Insurance Provisions and Endorsements.</u> Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

6.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

**6.4.1.1 Additional Insured**: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

# 6.4.1.1.1 Additional Insured Endorsements:

Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

**6.4.1.2 Primary, Non-Contributing**. Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

6.4.2 Notice of Cancellation: Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

6.4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements. By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

- 6.5 <u>Deductibles and Self-Insured Retentions</u>. Any deductible or 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 <u>Waiver of Subrogation</u>. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.
- 6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.
- 6.7 <u>Evidence of Coverage.</u> Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

- **6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.
- **6.7.2 Authorized Signatures**. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.
- 6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.
- 6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.
- 6.9 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.
- **6.10** Insurance for Subconsultants. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

- **6.10.1 Delivery of Evidence of Subcontractor Insurance**. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)
- **6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:
- **6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.
- **6.11.2** All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.
- **6.11.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.
- **6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.
- **6.11.5** Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

**6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

# 6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

# 7. RECORDS AND REPORTS

## 7.1 Reports

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

# 7.2 Records

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to

evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

# 7.3 Ownership of Documents

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

# 7.4 Release of Documents

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

# 7.5 Confidential Materials

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

## 8. ENFORCEMENT OF AGREEMENT

# 8.1 California Law

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

# 8.2 Waiver

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

# 8.3 Rights and Remedies are Cumulative

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

# 8.4 Legal Action

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

# 8.5 Termination Prior to Expiration of Term

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter.

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

# 8.6 <u>Termination for Default of Firm</u>

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

# 8.7 Attorneys' Fees

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

# 9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

# 9.1 Non-Liability of OCFA Officers and Employees

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

# 9.2 Covenant Against Discrimination

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

# 10. MISCELLANEOUS PROVISIONS

# 10.1 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, Purchasing Manager WITH COPY TO:

David E. Kendig, General Counsel Woodruff, Spradlin & Smart

1 Fire Authority Road Irvine, CA 92602

555 Anton Blvd. Suite 1200 Costa Mesa, CA 92626

To Firm:

Think AI Consulting Corporation Attention: Manish Bhardia, President 14252 Culver Dr. Suite A213 Irvine, CA 92604

# 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: DAVI DE. KENDIG GENERAL COUNSEL	Maria D. Huizar Clerk of the Board
Date: September 14, 2021	
	"FIRM"
	THINK AI CONSULTING CORPORATION
Date: 08/26/2021	By: Manish Bhardia  Manish Bhardia  President
Date: 08/26/2021	By: Devendra Goyal Chief Executive Officer

# **EXHIBIT "A"**



# **ORANGE COUNTY FIRE AUTHORITY**

# Professional Consulting Services Emergency Medical Services Computer System



Founder and CEO

**Think AI Consulting Corporation** 

14252 Culver Drive #A-213 Irvine , CA 92604 (949) 864-6105

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April 21, 2021

1 Fire Authority Road, Irvine, CA 92602

#### Subject: Proposal for Emergency Medical Services Computer System

Think AI Consulting Corpration (Think AI) welcomes the opportunity to work with OCFA — **@**range County Fire Authority. After reviewing the RFPI/RO24SOa and the answers to our initial set of questions from OCFA team during the pre-proposal conference meeting, we believe we have a solid understanding of the scope, nature and critical success factors necessary to meet and exceed your expectations. Given our understanding, we believe we can leverage our expertise and experience to provide the OCFA a low-risk, low-cost, robust and expandable solution that will not only meet the current requirements but will also carry the value addition into future.

As outlined in the introduction to the RFP, OCFA's objective is to seek a vendor that can provide a full-cycle project management support along with consulting and advisory services which meets the selection criteria.

We wish to underscore the information provided in this response with what we believe to be the most essential ingredient – commitment. On behalf of the entire Think AI team, we would like to express our commitment to meet and exceed your expectations regarding the fulfillment of the services outlined within the RFP to the OCFA.

Thank you for considering Think AI a potential partner to assist you in this important initiative. We view this partnership as a significant undertaking and wish to be entirely responsive to your requirements. We will be pleased to discuss any part of this response with you at your convenience and look forward to present our response to your team.

Should you have any questions that require immediate attention, please contact Manish Bhardia by phone at 323-316-7354 or by email at manish, bhardia@thinkai.corp.com.

#### THINK AI CORPORATION

#### An overview

Founded in Irvine, Think Al Corporation is a privately owned company. It is a minority owned business, MBE and CPUC certified organization. Since its inception, it has been primarily focused on providing its clients world-class enterprise solutions, data management, enterprise application integration, data warehousing, data mining, business intelligence, application implementation & support, and internet technology solutions.

Over the past years, we have provided our consulting, software development and systems integration services on hundreds of projects, covering various industries, numerous databases, and applications, and nearly all of the current data integration, enterprise, application integration, SharePoint, mobile apps, data warehousing and business intelligenco products in the marketplace. Think Al has vast expertise in the area of building secure webbased applications having provided enterprise class solutions to customers in both the government and private sectors.

Think Al is Microsoft GOLD partner and also part of Microsoft inner circle in artificial intelligence.

Think All has executed over many enterprise projects including projects at Blizzard entertainment, Starwood properties, Port of Los Angeles. The industry sectors in which we have executed projects include Constructions, State and Local Government, Automotive, Manufacturing, Financial Services, Retail/CPG, Technology, and Healthcare. Manufacturing is our largest vertical, followed by Government, Healthcare, Logistics and construction industry.

14252 Culver Drive, A213, Irvine, CA, 92604



At Think Al. It's our job to make sure our dient's entire experience with your software development project goes smoothly and you are completely satisfied! With more than 75% of technology projects going over-budget and missing time deadlines, We know being satisfied isn't something you may be used to in the software development world. BUT when you work with us, you need to start EXPECTING things to go much better. Think Al projects hit the budget and timeframe mark 95% of the time!

As your project manager, our PMO team brings things to your attention such as processes and workflow to keep your project running very smoothly from start to finish. We will meet weekly to raise concerns and solve problems together. You will always know where things stand and what we need from you to move to the next development step. We know that thought leaders like you need to hit your deadlines and solve critical business problems. Think Al understands your needs and we are a Microsoft Gold Partner due to our long track record of customer satisfaction and technology implementation.

We look forward to serving OCFA team in this important effort.

#### Some of the key differentiators of our proposed solution are:

- Experienced personals in advisory role to assess existing and new system
- Experience PMP certified project manager to lead the project
- Proven high performance, secure & reliable team at low cost and risk

Think AI has a large team of subject matter experts, program managers, architects, designers, and implementation specialists with extensive experience involving technology and advisory services. We have the expertise and resources to support OCFA's vision of developing a better EMS computer system replacement.

Think AI Consulting Corporation is headquartered in Irvine, CA and is a registered business in County of Orange, California. The details requested are as follows:

Full Legal Name Think AI Consulting Corporation

Legal Business Status Corporation

State where proposer is domiciled California

Legal Address of Business 14252 Culver Drive #A-213 Irvine, CA 92604

Tax ID 83-2546739

Federal Employer ID 83-2546739

Company Type SBE, MBE, LBE

Names and phone numbers of authorized persons to enter into binding agreements:

- Devendra Goyal, CEO, dave.goyal@thinkaicorp.com , (714) 331-882
- Manish Bhardia, President, manish.bhardia@thinkaicorp.com, (323) 316-7354

Thanking You,

Manish Bhardia

President, Think AI Consulting Corporation

Marish Bhardia

14252 Culver Drive, A213, Irvine, CA, 92604

#### 2 FIRM'S DETAILED INFORMATION

Today, small and medium-sized businesses and even Government sector (SMEs) also face some of the problems that large enterprises do. One of them being planning and managing their resources. Subject Matter Experts (SMEs) face similar complexities but have limited resources to deal with them.

Businesses of all sizes continue to struggle to keep their operations organized. They often use a mixture of tools such as spreadsheets, accounting software, and web-based CRM systems to manage their day-to-day record keeping. Therefore, they must access different systems to understand customers' behavior, sales, cash flow, or profitability. The information exists in different silos. It becomes increasingly difficult to combine the data in order to get useful insights or alerts. This leads to SMEs being reactive instead of being proactive in their day-to-day operations. With such a constrained way of working, there is much wasted effort and limited room for growth.

## MANAGEMENT PERSON RESPONSIBLE FOR DIRECT CONTACT WITH THE ORANGE COUNTY FIRE AUTHORITY AND SERVICE REQUIRED FOR THIS REQUEST FOR PROPOSAL (RFP).

Name: Devendra Goyal	Title: CEO
Telephone No.: (714) 331-882	E-mail: dave.goyal@thinkaicorp.com

#### PERSON RESPONSIBLE FOR THE DAY-TO-DAY SERVICING OF THE ACCOUNT:

Name: Manish Bhardia	Title: President
Telephone No.: (323) 316-7354	E-mail: manish.bhardia@thinkaicorp.com

#### 3 RELEVANT EXPERIENCE

Think Al Consulting Corporation (Think Al) and subcontractor, Artic consulting, have over 20 years of related experience in related applications.

Generic frameworks, templates, and business process modeling specific for large application deployment

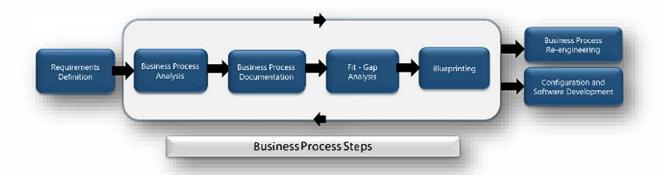
#### **VALID CERTIFICATIONS**

Think Al Consulting Corporation is a minority owned business. We are certified by multiple agencies and some of the valid certifications are listed below.

- MBE City of Los Angeles
- MBE Southern California Minority Business Development Council

- MBE Supplier clearing house
- Small Business Department of General Services, State of California

#### 3.1 BUSINESS PROCESS EXPERTISE



For nearly all engagements, business process analysis, documentation, and re-engineering are key implementation activities.

This Discovery phase of the project is our earliest opportunity to get a clear, detailed, comprehensive understanding of your goals. At this stage, we finalize the requirements and scope for the implementation. Our goal is to provide full transparency into how the revised EMS system will support the OCFA's vision and goals.

It is vitally important to review, analyze, and if needed, re-engineer business processes to ensure a good fit with the systems supporting them. To accomplish this, we will follow these steps:

- Business process analysis
- Business process documentation
- Fit-gap analysis
- Blueprinting

#### **Business Process Analysis**

Once the requirements are known we will review the related business processes. We will pay particular attention to areas where current business processes are not sufficient to address the requirements.

#### **Business Process Documentation**

One of the key deliverables of the analysis process is business process documentation. In situations where the organization is complex, this documentation can be voluminous. Each diagram describes a sequence of tasks in a workflow. Workflows often lead to other workflows in a hierarchical structure.

#### Fit-gap Analysis

Inevitably, there will be portions of the business process that don't fit the functionality of the system. These "gaps" represent opportunities to: 1) Re-engineer the business process, 2) Customize the software to fit the business process, or 3) Both. Care must be given to not develop software to automate a poor business process.

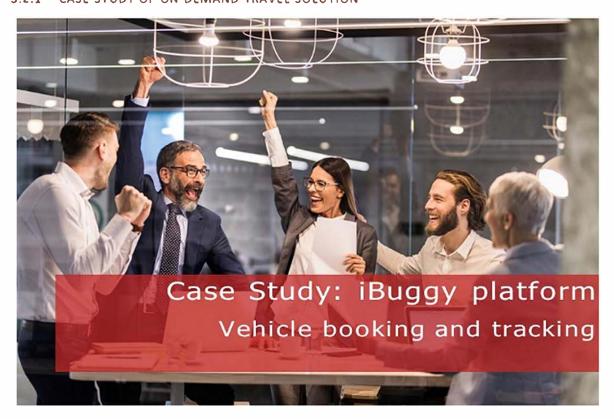
#### Blueprinting

The blueprinting step in this process consists of the development of two "specification documents". For business processes, this consists of starting with "as-is" descriptions of existing business processes to create "to be" descriptions of those same business processes. The "to be" business processes represent the most efficient, costeffective way for the organization to execute the workflow.

The other "specification document" describes how the software must be customized or developed to fit the new set of business processes. This document will describe, in detail, needed changes to the technical architecture, system customizations, and software development.

#### 3.2 PAST EXPERIENCE WITH SIMILAR ORGANIZATIONS

#### 3.2.1 CASE STUDY OF ON DEMAND TRAVEL SOLUTION



This is a Vehicle booking, transportation and tracking system for Hotels, Travel Agencies, Resorts, Corporate

#### **Salient Features**

- Buggy System is a one stop solution for transportation needs.
- Serving to hotels / resorts / Private Fleet owners/ Corporate etc who need an internal transport solution.
- Provides real time view of all its vehicle fleet for better control.
- Buggy System Mobile App provides convenience to Guests.

- Buggy System Driver Mobile app for notification/acceptance of booking and real time tracking.
- Buggy System maintenance portal helps the planning of down time of vehicles and complete job card management.
- Provides corporate to efficiently manage their pick n drop vehicles used for their staff.
- Help Transport managers to manage their fleet efficiently.



#### **Objective**

Book - Allow your customers to book vehicles for internal transportation in your resort / hotel.

Create - Allow fleet owners to create future booking for drivers.

Notify - Inform drivers about new bookings by sending automatic notifications.

Monitor - Monitor movement of your vehicles in real-time to ensure you have complete control of your fleet.

#### Components

This system has 4 major components.

- Driver Mobile Application
- Customer Mobile Application
- Transport Manager Portal
- Maintenance Portal

#### Benefits of system

- Satisfies customers short distance travel needs on demand.
- Booking for buggy can also be done for a later time.
- Provides a facility to book buggies with only one single tap.
- Easy to use even for non-technical users.
- No more waiting time for customers to seek a vehicle for a ride.
- Automatic seat allotment for customers based on nearest available buggy.
- Allows an admin / fleet owner to perform manual booking.
- Automatic tracking to monitor vehicle information like position, running / stop state and more.
- Monitor real time driver status.
- Allows complete monitoring of all drivers.
- Management of vehicle details and service plans.
- Easy and efficient management and configuration.
- Customizable as per your brand and needs.
- Enhanced customer satisfaction by providing a better service to them.



#### **Technology**

- MS Dot Net
- Native mobile application for iOS and Android
- SQL Server
- Azure infrastructure

#### 3.2.2 CASE STUDY OF BLUE-SKY EDI SOLUTION

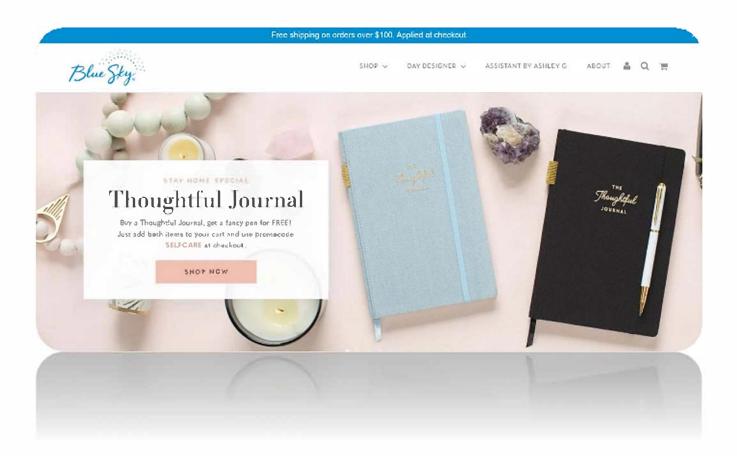


#### **Engagement Summary**

Think AI got involved with client to help them guide them to automate the EDI process.

**Client Profile** 

BlueSky is a 16-year-old small business with 70+ employees with approximate revenue of 50+ million and that creates high quality, stylish planning products for the mass. https://www.bluesky.com/



#### **Business Challenge**

BlueSky source their products from China and sell in consignment orders to big retail shops e.g. Amazon, Walmart, Target, CVS, Rite-AID, OfficeMax, Office Depot, Staples to name a few. Supply Chain Planning group has this huge challenge of understanding how many products per week are sold and how much they need to move around or repurpose to not lose money and still remain profitable. Their current process was to import all POS and inventory data from various retailer's portal and manually merge and massage them to get insight and take actions.



#### The Solution

BlueSky source their products from China and sell in consignment orders to big retail shops e.g., Amazon, Walmart, Target, CVS, Rite-AID, OfficeMax, Office Depot, Staples to name a few. Supply Chain Planning group has this huge

challenge of understanding how many products per week are sold and how much they need to move around or repurpose to not lose money and remain profitable. Their current process was to import all POS and inventory data from various retailer's portal and manually merge and massage them to get insight and take actions.

Benefits

- Reduce data entry and errors.
- EDI is cheaper, faster as compared to several people merging and massaging data.
- More accurate forecasts
- Improve inventory predictability.
- Gain visibility and respond quickly.
- Focus more on your business

#### Technology Used

Custom .NET, SQL Server Integration Services, Power BI, SQL Azure Database.

#### 3.2.3 CASE STUDY OF AMS







Alexander's was using infect central for all their team werk, data storage and flows. We provided them all of these sidutions in thereform Unline. So lutions included:

- SharePoint interpretaites creation and sesign 13 sites and 10 subsites, internal and external.
- 2. A new system for their Asset management process along with Workflows
- 3.2 Critial Worktiows for their Accounting department
- File Migretion: Migretion of files and datebases from intext Control to Shareroint Online. Here Sharepoint lists were used to accommodate databases.
- × 4/19/2019
- · Logistics

Scott Ells from Alexander's said "Our previous system was spread out over many pasts and hard to market. She retain that consolidated into a much more manageable space. We will see a big efficiency gain across all departments. The intuitive nature of it will be very good for our company."

#### Win Results

ThinkAl has been very easy to work, I have zero regret with them as a partner and will continue to use them in the future Their ability to shift as we needed was key to setting it done.

ThinkAl absolutely was able to address issues in real time as needed. Starting from scratch we thought we know what we wanted and needed. Once we were into it we found things that needed changing. They were on top of it,

Everyone was great to work with. Meetings were scheduled and completed timely. People were available in all times zones. I don't want to discount anyone else by saying this but Manisha was a rock star for us and me. Everyone was great.



## SharePoint Intranet Portal

#### **Engagement Summary**

Think Al got involved with client to help them guide on how to best utilize their SharePoint intranet environment. Our tasks were to ensure all departments collaborate better and improve productivity.

#### **Client Profile**

R.D. Olson Construction is an Orange County-based national general contracting and construction management firm recognized for reliability and customer loyalty. The firm is known for its hospitality construction expertise and a growing presence in multi-unit, senior living, and higher education projects.

#### https://www.rdolson.com/



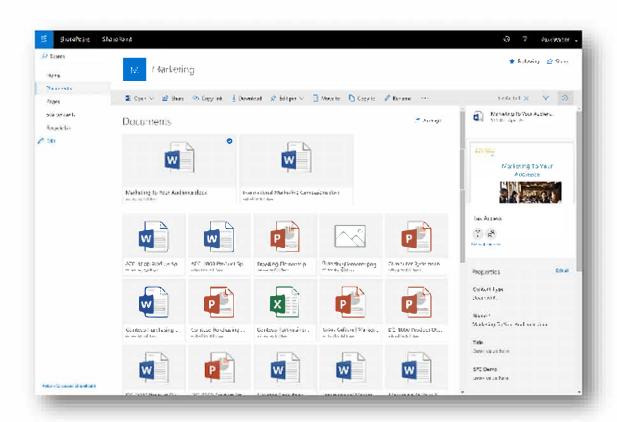
#### **Business Challenge**

- Client was using the classic version of SharePoint Online; they needed a complete revamp of their Intranet Home page and the department sites.
- Various departments were unable to collaborate effectively.

 Client wanted to ensure team members have access to the latest look and feel and user-friendly environment.

#### The Solution

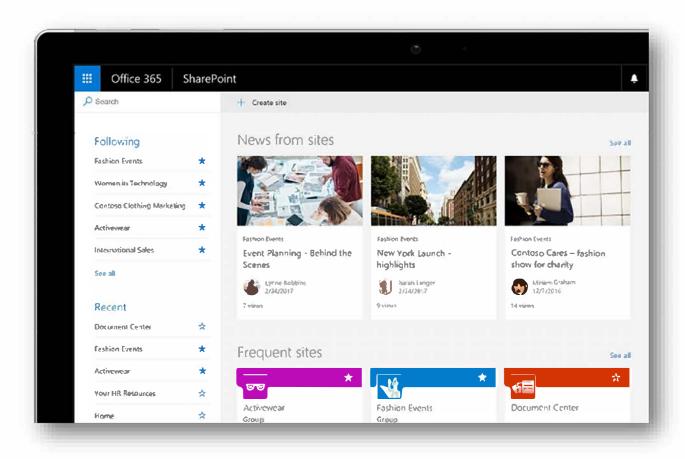
- Think AI deployed Intranet solution for R.D.Olson along with Microsoft Teams to ensure the following areas have been improved.
- Setup Company intranet home page.
- Configure SharePoint document library to store company documents and files, such as HR forms, policies, and reports.
- Customize centralized company calendar and tasks list.
- · Provide effective tools to centralize and manage information such as schedule, risk/issue log, budget.
- Setup Planner for task management and To Dos
- Enable to share, access, and organize collection of digital photos or graphics, videos, or audio files.
- Setup proper security groups for different SharePoint sites.



#### The Results

Dave Tran from R.D.Olson says "By storing our project data on SharePoint, we are able to have access to our data much more efficiently. We're able to access them from anywhere, on multiple platforms, and can share or collaborate internally or externally at ease."

Hugo Polanco from R.D.Olson says "SharePoint has helped us by centralizing all our data in one place, reducing the need to go out and "look" for where out files are. Being able to share links internally/externally has also been a big help avoiding having to add large attachments to email. Overall, the solution has helped our business by improving the speed it takes for our users to get into their data, allowing more people to collaborate, and giving everyone the capability to have their data available at any time and place.





# R.D.OLSON

Share Point Online projects for 7 verticals of R.D. Olsen,

ntholase; seidinnikin and 0.12 Olase Diesdisanem.

- Project end date- 03-01-2019
- Construction and Development

Client was using the classic version of Shareboint Online, they needed a complete recomplet their intranet Hemologies and the department sites.

Dave tran from R. U. Dison is a differential purphoject data on ShareBoint, we are able to lawle dispersion for in data much more edificiently. We're able to access them from anywhere or in multiple that for the easi can above or callaborate indemnals or internal purphisms.

Thigo within count "MitateMains hashelper or hypoentralizing alloutridata in one place, reducing the need to go out and "Jook" for whose outflies are little lightenship/externally has also been a logic little partial bound to be to be a fact that with a country of the second to the advantage of the second to early the solution has helped out habitious by improving that the off it takes for our training that the interpolation of the second training more place to multi-horse target her, and giving exercising the separability to has obtained available at any time and place.

#### Win Results

Think Al has been a great partner with a knowledgeable team who had helbed us to redesign our SharePoint site that is more modern and user-friendly. The new site was a great success, and the Think Al team was very receptive our requests and changed, and responded swiftly.

With Think AI, we've found a long term parener who is a great collaborator to work with on our future projects. A very knowledgeable team who is also very efficient on getting a project done on time and within budges.

Think AI was professional and thorough throughout the entire design and implamentation process, Mariet hand his team took all of our design questions and helped implament a product that has added great value with our users and partners. Their continued support has been welcome, and we look forward to continuing our partnership with ThinkAI on future IT projects for our company.



B2B EDI Translation platform is a cloud-based web platform that makes exchange of B2B EDI messages possible between trading partners (supplier and retailers in furniture industry) that talk different protocols (https, http, FTP, SFTP, AS2, SMTP) and use different message formats like EDI, X12, EDIFACT etc. Platform supports efficient, and secure processing, and delivery different EDI messages like purchase orders, purchase order acknowledgements, invoices, shipment notices, and other documents. The Platform supports hundreds of live customers with thousands of messages exchanged daily.

#### **Architectural Highlights**

- Multi-tenant architecture for transferring EDI documents between multiple retailers and suppliers.
- Uses cloud-based services provided by Amazon (AWS).
- Auto-scaling processing nodes that scale up/down based on the current load on the system.
- Spring based service layer.
- Loosely coupled processing line with queues (producer-consumer pattern).
- Pluggable asynchronous messaging implementation based on JMS/Amazon SQS
- Pluggable document storage mechanisms like File System/Database/Amazon S3
- Support for various transport protocols like AS2, HTTP, HTTPS, FTP, FTPS
- Support for message encryption and signing.
- Hibernate/EJB based persistence layer.
- Reporting/analytics with Jasper Reports
- Barcode generation with Barcode4J, Apache FOP

#### **Technologies**

- Cloud Services: AWS (EC2, EBS, S3, SQS, CloudWatch, SES), GCP
- OS: Linux/Windows
- Deployment platforms: JBoss, Jetty, Tomcat
- Languages: Java, HTML, XSL, JavaScript,
- Server-Side Technologies: Hibernate, EJB, Servlets, JSP, JMS, Spring, Apache Axis. JSF, Apache Tapestry, Jasper Reports
- Databases: PostgreSQL, HSQLDB

Development Tools: Eclipse/NetBeans, ANT, Maven

# Case Study: Healthcare Device Device Monitoring Platform

This is a Java based healthcare multi-tenant application in which we need to secure personal information of the patients in the cloud environment. We are getting report transmissions from different manufactures which uses HL7 message format and ieee\_11073-10103 standards. Those files are stored with encryption in the system. We have developed this application in such a way that new manufacturers can easily integrate with the system with minimum effort and their report format can easily integrate into the system. We have applied security compliance and make application control to connect over different databases for separate clinics. There is Billing automation process also included in the system and reports associated to it, which require regular maintenance in the system. All maintenance processes are automated.

This SaaS based platform provides a way for a doctor, and their staff to effectively monitor patients with implanted devices like pacemakers, defibrillators, etc. It also enables them to carry out day to day activities in a more efficient way, through a uniform, intuitive user interface.

This was vetted and approved by 3rd party software security compliance organization.

#### **Features**

The features of application are as follows :

- Cloud based SaaS secure, scalable platform, Multi-tenant architecture.
- Intuitive, easy-to-use interface for clinic staff to:
  - View transmissions for patients containing key physiological parameters.
  - View alerts representing conditions that require attention.
  - View physiological reports.
  - Execute staff workflows like sending transmissions to doctor for review and get their feedback.
- Role based feature access.
- Multiple reports that help staff to manage patients in a better way.
- Ability to collect data from devices of different manufacturers in different formats like HL7, and XML, and communication mechanisms like web services, and file transfer.
- Integration with EHR systems to upload patient reports and notes Multiple reports that help staff to manage patients in a better way.
- Ability to collect data from devices of different manufacturers in different formats like HL7, and XML, and communication mechanisms like web services, and file transfer.
- Integration with EHR systems to upload patient reports and notes.
- Automated billing and integration with external billing systems to submit charges.
- Encryption of personal information
- Signing of reports

#### Technology

- Spring Boot, JPA, PostgreSQL, Security Compliant Service, Angular 5, Restful Web Services,
- AWS services EC2, RDS, S3, SES, CloudWatch.

#### 3.3.1 A BRIEF COMPANY HISTORY.

Think Al is a trusted strategic partner for enterprise thought leaders who need to solve complex business problems using modern technologies including Al, business intelligence and chatbots.

With Think AI, you will be able to solve your complex problems with the right strategy, a clear roadmap and timely project execution.

- You'll get excellent local leadership with a global team.
- Be a hero by saving your company money.

Our executives have 42 years of combined experience leading companies to success with technology. We have seasoned Subject Matter Experts and Solution Architects who can envision the entire solution to support your growth, enable technology and will embrace the cloud.

Think Al has been recognized for our thought leadership through long lasting relationships with clients, successful partnerships, and formally by professional organizations. We are honored by this recognition and, more importantly, inspired to continue to enable and encourage even more thought leaders to achieve the success that they envision for their companies.

- Proprietary process management and attention to customer needs. Our project managers bring things
  to your attention such as processes and workflow to keep your project running very smoothly from start
  to finish. We will meet weekly or every other week and speak clearly in business (not overly technical)
  language to raise concerns and solve problems together. You will always know where things stand and
  what we need from you to move to the next development step.
- 2. 95 percent on-time, on-budget project track record. While there are no guarantees in the software development world, working with Think AI is about as close as you can get. We have better processes and workflow that allow us to complete your project on-time and on-budget which is what you want from your software development partner in an industry with a poor track record (75 percent of technology projects going over-budget and missing time deadlines).
- 3. Post-project peace of mind. Think Al provides 24/7 support for all of our software projects allowing you to rest easy knowing that we are still on the job even after we've successfully completed your project.
- 4. Competent Microsoft partner. We are Microsoft GOLD partner in DevOps, Data Platform and part of Microsoft's Al Inner Circle program.

#### 4 PROPOSAL QUESTIONNAIRE

Provide your firm's background and project summary, including how many years your firm has been
providing full-cycle application development and Project Management professional services, and what
your firm's core business and competencies are.

Our executives have 42 years of combined experience leading companies to success with technology. We have seasoned Subject Matter Experts and Solution Architects who can envision the entire solution to support your growth, enable technology and will embrace the cloud.

#### Full-Cycle Application Development Experience:

We have total of 11+ years of experience. We have been developing enterprise applications from year 2010 as Adeptek and BIDemantra. Adeptek and BIDemantra formed new company called Think AI Consulting in year 2018.

#### **Project Management Experience:**

15+ years of experience. As Dave Goyal and Manish Bhardia has been in Project management field from year 2006 onwards. Both then completed their PMP certifications and since then have been actively engaged in project management and program management roles.

Below table describe our firm's core competencies.

#### Services we offer:

A	pp	li	ca	ti	O	n	D	e	ve	d	OI	oi	m	e	n	t

Web Application Development

**Database Applications** 

#### DevOps

#### **Business Intelligence**

Business Intelligence, Dashboards

Reporting, SSRS

#### **Technology Consulting**

SharePoint Implementation,

**Enterprise Application Development** 

**Enterprise Architecture** 

Legacy Application Migration

**Testing** 

#### Cloud

Office 365, SharePoint, MS Teams

Project Online

#### **Artificial Intelligence**

AI, ML, Custom AI ChatBot

#### **Project Management**

End-to-end Project Management

Project planning, scheduling

Program management

#### Mobile app development

iOS, Android, HTMLS

#### **CRM**

Dynamics 36S, Salesforce

#### **Database**

SQL Server, Oracle Database

#### **Application Integration**

Dell Boomi, Salesforce MuleSoft

Provide relevant information demonstrating competence, knowledge and ability in the services to be provided; including supporting evidence of strength and stability of the firm; staffing capability; and current workload.

At present Think AI has skillsets in below mentioned skillsets. And has the staff to handle large upcoming projects. Per our current workload we will be able to commit to the timelines and execute the project comfortably.

- Business Intelligence: Power Bl, Data Warehousing, Dashboards
- Integration: Dell Boomi, MuleSoft
- App Modernization: Enterprise, Web, Mobile and Destkop applications.
- Project Management: Project/Product lifecycle management, Project planning and monitoring
- App Mobile app development: iOS, Android, Blackberry
- Enterprise Integration: Packaged implementation, custom solution
- Saas: Office 365, Dynamics 365, Salesforce, Exchange Online, SharePoint Online, Teams Implementation,
   Development, migration and Training
- Saas: Azure / AWS / Google
- 3. The responding firm must have in-depth knowledge of Project Management methodologies. Provide information demonstrating the individual has the skill set and experience to meet this requirement.

James Burk is a Certified Scrum Master with Scrum Alliance and holds a Project Management Professional certification with the Project Management Institute (PMI). He worked fulltime at Microsoft as a Senior Technical Project Manager and Senior Program Manager for over ten years, including on Office, SharePoint, MSN, Bing, Visual Studio and the MSDN/TechNet websites. In addition, he has led dozens of consulting projects to deliver large-scale software solutions for enterprise clients including Microsoft and SWBC. James organizes the Seattle Scrum Meetup which brings together other senior project managers to discuss the latest tools and methodologies in the Agile & Project Management fields.

4. Provide information on any innovative or unique methods used that distinguish your firm from other firms.

Manish Bhardia from Think AI has written a book on Teamwork and Collaboration. We utilize all the latest cloud technologies to ensure the project are run smoothly. Dave Goyal at Think AI is also 25 years of experience veteran in software industry.

We both act as coach for the team to guide them in right direction to execute projects on time and on budget. We are able to achieve 95% success rate by executing projects in this manner.

5. The successful offeror must dedicate a project lead/single point of contact to work with OCFA staff for the entirety of the project and be readily available during normal business hours. Please describe the availability of this project lead during the duration of the project.

James Burk will be the single point of contact for the duration of this project. James will work for the duration of the project, Monday-Friday and onsite as needed. As James is on the West Coast, all hours will be Pacific, however Think Al and James can adjust as needed per the needs of the OCFA team. It is understood that there most likely will be rescheduling of meetings and possibly off hours to accommodate the uncertainty of the OCFA EMS team.

Katheryn Baker will serve as a part-time resource, assisting James in coordination, documentation, and will attend all meetings in person as required.

Katheryn has run projects and teams of all sizes, including enterprise-level projects for Microsoft internal teams, delivering on multi-million dollar projects with large, distributed teams, high visibility, and fast timelines.

Katheryn also grew up in Silverado, CA in the shadow of Station 14. Having family members as part of the then-volunteer department, coupled with the nature of EMS and fire response in the area, has a sensibility to both the OCFA and the importance of systems such as this to the community.

Both resources will be assigned to OCFA for the duration of the project.

6. How do you measure the success of the project management professional services your firm has been responsible for?

Triple constraints are always kept in mind. If Cost, Time and Scope are managed well, and are within predetermined range we consider the project a success from project management perspective.

We measure success of Project Management professional services by tracking closely how estimates compare to actual work, using a variety of tools. We also closely monitor client and stakeholder satisfaction to ensure that the delivery of the project is being done in a manner they are comfortable with and with the results they expect.

By utilizing a standard set of project delivery templates and other tools, we can assure a consistent application of project management techniques to every project that we deliver. We monitor projects' health using tools that track risks, issues, and overall status down to individuals' hours and commitments. By doing this, we can create reporting that shows quantitatively whether a project is on track and how efficiently the team is performing.

7. Provide a current client list that includes the entity name, primary contact, telephone, e-mail, and website address. Please include any government agency clients if applicable. What role and function did you perform for the client? How does the work performed for each of these clients compare with the workflows and tasks requested in this rfp?

Think Al serves many small to mid-size customers. In addition, we server fairly large clients like Starwood, Port of Los Angeles, Hyundai, DJO Global, Maersk. In comparison to the clients, we already serve we feel the workflows and tasks requested in this RFP are very much in our comfort zone.

For our clients we have been doing the work in following capacity.

- 1. Full cycle software development projects.
- 2. COTS implementations
- 3. Assessment and roadmap work
- 4. 24x7 support work

#### Clients Served:

Banking Chase Bank, Bank Of America, East West Bank	Hospitality Starwood (Marriott/Sheraton)
City/Government	Healthcare
Port of Los Angeles, HCID LA	St John's Well Child Family Center,
	Planned Parenthood, MDX Health
Automotive	Manufacturing
Toyota, Enterprise Rent A Car,	BlueSky, Titan MF, QSC, Breg, DJO Global
Hyundai Information Systems North	
America	
Logistics	Construction
Alexander's Mobility	R.D. Olson Construction, Cordoba
Performance Team (Maersk)	

8. What are common challenges the OCFA might expect when developing a hybrid cots and custom developed computer system? How would you recommend mitigating those difficulties?

One common pitfall with an implementation of either hybrid COTS or custom-developed systems is that they take longer than expected to deliver. We plan to mitigate this by ensuring that all portions of the implementation are well understood and can be accurately estimated. We will strive for proof-of-concept work to be done for any areas that seem especially complex or require dependencies.

By thoroughly defining requirements and ensuring that all stakeholders participate and have visibility into the discovery phase, avoiding the common issue of a solution being delivered without promised features and functionality.

We will also over-communicate with all project stakeholders and dependencies using a variety of methods such as status reports, presentations, and live demonstrations to ensure that everybody is aligned with the effort of the implementation. We will also ensure that the implementation has adequate time to be reviewed and acceptance tested by multiple stakeholders.

9. Based on the scope of work, the budget, and the proposed hourly rates for these services, what is the estimated duration of time for completion?

Think Al anticipates 6 months for the duration of this project. This will include a full-time primary point resource, James Burk, and a secondary resource for support and escalation as needed.

Initially, this will be discovery sessions, and planning with the OCFA team and clarity for the final deliverables for the project.

The main portion of the project will be interviews and analysis of the existing systems, and detailed requirements gathering for the new EMS solution. During the project, there will be weekly updates to all project stakeholders, detailed agendas for each discovery session, and notes for review with action items to ensure clarity and communication throughout the process.

This will also include analysis of options including COTS, or custom, with the final result being:

- Full, detailed requirements for new EMS Solution
- Technical and functional specifications
- Recommendation for solutioning, including assumptions, issues, and risks
- Based on recommendations, a preliminary, high-level plan for implementation
- Assistance on next steps for creating RFP for implementation phase and ongoing support through this activity as needed,

#### 10. What deliverable documentation would you provide for the tasks that you perform?

- Project kickoff presentation and checklist
- Discovery sessions summaries
- Meeting agenda and post-meeting summaries and action items
- Overall project plan and schedule including milestones and individual tasks
- budget/cost estimates,
- Hour-based task estimates,
- Stakeholder register (a contact list with notes on each stakeholder including how the project pertains to their role)
- > Change management process and request template,
- > Detailed requirements document for new OCFA EMS Solution
- Technical and functional specifications
- Issue/risk log
- Ongoing weekly project status reports
- Overall project review presentation or summary document.

#### 5 LIST OF REFERENCES

#### 5.1 REFERENCE #1

Customer Agency Name	Port Of Los Angeles, City of LA Harbor Department
Contact Individual & Title	Carlos Gonzalez
E-mail/Telephone number	cgonzalez@portla.org / (310) 500-9432
Date of Project & Description of services provided including contractamount	Worked with Trinus Corporation as "Sub contractor" of Trinus for Port of LA Project Online setup, design, advisory and implementation. Project started in 2012-2013 and support is still going on. Value of services provided to date: \$1,500,000.

### 5.2 REFERENCE #2

Customer Agency Name	Thermo Fisher Scientific, Life Sciences Solutions / Laboratory Products
Contact Individual & Title	Jonathan Dalton, Senior Manager, Information Technology
E-mail/Telephone number	onathan.dalton@thermofisher.com / (828) 658-2881
Date of Project & Description of services provided including contractamount	Provided services to multiple divisions. Recently completed a project to integrate two divisions into a single company with a single distribution center. Currently working with multiple divisions to upgrade their systems and tools to a current version and migrate them to a cloud-based platform. Value of services provided to date: \$650 K.

### 5.3 REFERENCE #3

Customer Agency Name	Breg
Contact Individual & Title	Alok Sengar, Manager Applications
E-mail/Telephone number	asengar@breg.com / 760-419-9404
Date of Project & Description of services provided including contract amount	BCS Claim System and Breg Intranet 06/01/2013 - 06/30/2015 \$600K

### 5.4 REFERENCE #4

Customer Agency Name	QSC
Contact Individual & Title	Claudé E. Zamboni, Vice President, Information Technology
E-mail/Telephone number	claude.zamboni@gsc.com //\nu4##8/1999)
E-mail/Telephone number	
Date of Project & Description of services provided including contractamount	Portal Collaboration and Intranet 04/01/2019 - 11/30/2020 \$ 400K

### 5.5 REFERENCE #5

Customer Agency Name	Microsoft Corporation
Contact Individual & Title	Hansen Lee, Director, Relationship Marketing Strategy & Operations
E-mail/Telephone number	Hansen.Lee@microsoft.com
Date of Project & Description of services provided including contractamount	July 2015-June 2017 Budget: ~\$2,500,000

#### 5.6 REFERENCE #6

Customer Agency Name	Alexanders Mobility Services
Contact Individual & Title	Scott Ellis, Corporate Vice President
E-mail/Telephone number	SEllis@alexanders.net / 615 806 1477
Date of Project & Description of services provided including contractamount	Portal Collaboration and Intranet 06/01/2019 - 06/01/2020 \$ 120K

Recently we highlighted our client Scott Ellis (Alexander's Mobility Services).

Here is the video link for your reference: <a href="https://www.youtube.com/watch?v=B75VyQ1TtkE">https://www.youtube.com/watch?v=B75VyQ1TtkE</a>



QR Code for Accessing Video:



#### 6 PROPOSED INDIVIDUAL'S RESUME FOR SERVICES

#### 6.1 DEVENDRA GOYAL MCTS, MCP, PMP

#### FOUNDER AND CEO, THINK AI CONSULTING CORPORATION

Devendra (Dave) Goyal is a technology strategist, cloud consultant, process expert, and effective leader of people and complex IT projects that require in-depth technical knowledge, outstanding execution, and effective organizational skills. Dave is founding Partner and CEO at Think AI Consulting Corporation, a trusted strategic partner for enterprise thought leaders who need to solve complex business problems using modern technologies including artificial intelligence (AI), business intelligence (BI), and chatbots. Think AI is a GOLD certified Microsoft partner.

During a successful career spanning over 26 years, Dave has been recognized as a subject matter expert in enterprise data and Al applications. Some of his highest profile projects and achievements include work delivered for Marriot International / Starwood Hotels, Starbucks, Johnson and Johnson, DJO Global, Breg, Epson, and Microsoft.

#### 6.1.1 TECHNICAL EXPERTISE

- Technology architecture, enterprise architecture, CRM, portals, collaboration and customer development architecture, data and information architecture, data integration and management experience.
- ERP, business intelligence & data warehousing solutions, strategy, architecture and implementation.
- Modern Data Warehouse, Project Online, Project Server 2013, Office 365, SharePoint and .NET/Microsoft Technologies.
- Expert in mobile application conceptualization, strategy, and tactics to implement solutions.
- Requirements gathering and development of functional specifications for projects and products.
- Product development methodologies: SCRUM, Waterfall, RUP, XP, RAD and process improvement frameworks such as CMMI.
- CMMI Level 3 process development, implementation, coaching and mentoring.
- Model complex business processes and create enterprise roadmaps that result in optimal business solutions
- Vertical expertise in Medical Devices, Manufacturing, Entertainment, Utilities, Consumer products, Services, Mortgage and Banking.

#### 6.1.2 REPRESENTATIVE ENGAGEMENTS

- Starwood Hotels: Oversaw Share Point developers, testers, writers, visual designers and information architects in the development and maintenance of websites for this high-profile client. Provided 24x7 support to client managing support teams in India and U.S.
- Breg: Implemented and delivered a new claims management solution for payers using on-premise SharePoint 2013. The solution enabled Breg to create a \$170 million-dollar additional line of business.
- Cerenetex: Created an MVP for a neuroscience domain application and filed its patent. This MVP helped Cerenetex secure funding of 4X the valuation of the company.

- Microsoft Consulting Services / Neudesic (MCS): Worked as a Microsoft principal architect to advise and design data and Al Solution for Starbucks, CashCall, Epson, First American Title and others.
- DJO Global: Create roadmap, architecture and playbook for DJO's e-commerce and enterprise integration strategy.
- Maesrk A/S (Performance Team): Supported company's complex logistics needs.
- Planned Parenthood / Southwest: Successfully implemented Planned Parenthood data strategy using modern data warehousing techniques on Azure.
- Microsoft Chatbot: Designed, developed, deployed and maintained SMB Chatbot for Microsoft partners.

#### 6.2 MANISH BHARDIA

#### FOUNDER AND PRESIDENT, THINK AI CONSULTING CORPORATION

Manish is a senior technology consultant, author, public speaker, and manager of complex technical projects, with an outstanding on-time and on-budget client track record. Manish is founding Partner and President at Think Al Consulting Corporation, a trusted strategic partner for enterprise thought leaders who need to solve complex business problems using modern technologies including artificial intelligence (Al), business intelligence (BI), and chatbots. Think Al is a GOLD certified Microsoft partner.

During a successful career spanning over 22 years, Manish has been recognized as a subject matter expert and sought-after speaker with over 50 speaking engagements. He also serves as President of the International Association of Microsoft Channel Partners (IAMCP) of Southern California, and Board member of the Asian Business Association of Orange County (ABAOC). Some of his recent awards include IAMCP SoCal Partner Choice Award (2019) and the ABAOC Presidential Award (2019).

Some of Manish's highest profile projects and achievements include work delivered for Marriot International / Starwood Hotels, Microsoft, St. John's Well Child & Family Center, and the Port of Los Angeles.

#### 6.2.1 TECHNICAL EXPERTISE

- Managed IT services onshore, offshore, hybrid.
- Enterprise application integrations, CRM systems.
- Architecture design and implementation for cloud and on-premise enterprise solutions, including Project Online, Project Server 2013, Office 365, SharePoint, and .NET/Microsoft Technologies.
- Expert in mobile application conceptualization, strategy, and tactics to implement solutions.
- Requirements gathering and development of functional specifications for projects and products.
- Product development methodologies: SCRUM, Waterfall, RUP, XP, RAD and process improvement frameworks such as CMMI.
- CMMI Level 3 process development, implementation, coaching and mentoring.
- Model complex business processes and create enterprise roadmaps that result in optimal business solutions.

Vertical expertise in Telematics, Entertainment, Utilities, Consumer Products, Services, Mortgages and Banking.

#### 6.2.2 REPRESENTATIVE ENGAGEMENTS

- Starwood Hotels: Oversaw SharePoint developers, testers, writers, visual designers and information architects in the development and maintenance of websites for this high-profile client. Provided 24x7 support to client managing support teams in India and U.S.
- Port of Los Angeles: Successfully migrated 1,200+ Projects from MS 2003 environment to SharePoint Project Server 2010. Integrated the existing VB application with Microsoft Project Server 2010 and built a custom migration tool to transition project data from Microsoft Project 2003 to Microsoft Project Server 2010.
- Hyundai Information Systems North America: Architected, designed, and delivered a complex multimillion dollar project using SharePoint on-premise server and KOFAX scanning solution. Developed the conceptual solution, conducted technical feasibility study, and deployed Project Online to manage project. Responsible for project management of 50 resources, 10 teams, and 4 external vendors, over 6-month timeline of the project.
- Microsoft Chatbot: Designed, developed, deployed, and maintained SMB Chatbot for Microsoft partners.
- Planned Parenthood / Southwest: Successfully migrated 200 projects from Project Server 2007 to Project Online environment and integrated with Planned Parenthood patient management system and Office 365.
- Maesrk A/S (Performance Team): Supported company's complex logistics needs.
- Titan MF: Configured Project Online for a multi-location manufacturing client to track its human and physical resources. Successfully Integrated Project Online environment with EPICOR ERP system.
- Thaxton Associates: Migration of on-premise insurance application and database to Azure.
- ECostManage: Migrated documents and emails to Office 365 and architected their SharePoint Online environment

#### 6.3 DAN HAMON

#### PROGRAM MANAGER, THINK AI CONSULTING CORPORATION

As a P&L change agent, project and program manager, Dan Hamon partners with software technology entrepreneurs and business unit leaders to fix what is broken, build what is missing, and drive key initiatives all the way through to the finish line. Dan's breadth and depth of experience in all functional areas of technology companies, combined with superior organizational skills and a bias-for-action, are catalysts that allow him to fill the gap between vision and execution.

#### 6.3.1 EXPERTISE

Software-as-a-Service (SaaS), advanced manufacturing, cold supply chain, semiconductor design, MEMS CAD, cybersecurity, data encryption, high-speed networking, mobile applications, and artificial intelligence.

- As a competitor in the worldwide \$5M IBM Watson AI XPRIZE, Dan's team leveraged machine learning technologies to create predictive tools for more effective water management and better policy decision making at the regional, country, and global levels. Dan's team advanced to the final 30 teams and was the only team in Orange County, CA to reach this level.
- Leadership experience includes building and managing software development, product management, strategic partnerships, marketing, and sales teams.
- NASA/JPL Mars Rover software, High Performance Computing systems for high frequency trading, video streaming and network traffic analysis. Secure communication networks.
- Identified and completed strategic business collaborations with key technology industry players.
- Led product success in worldwide markets.

#### 6.3.2 REPRESENTATIVE ENGAGEMENTS

- Vice President & General Manager Tanner EDA (Mentor Graphics / Siemens) Developer of CAD tools for integrated circuit design for consumer electronics, RF, power management, imaging, and biomedical.
- Vice President, Business Development SoftMEMS Software tools and services for the design and verification of micro-electro-mechanical systems (MEMS).
- Director of Product Management Myricom (CSPi / Google) Developer of high-throughput, low-latency software and network adapters for cybersecurity, video streaming & high performance computing.
- Director of Product Management SAIFE Security-as-a-Service provider that enables deployment of secure communications for mobile devices through a worldwide, fully encrypted cloud-based network.
- Vice President, Marketing & Strategy Infobrij/Invateck LLC The first ever online marketplace for alternative investments across all markets and asset classes nationwide.
- President & Founding Member T2H2O, Inc. Artificial Intelligence for Real Water Heroes.

#### 6.4 JAMES L. BURK

#### SR. MANAGER, BUSINESS MANAGEMENT SERVICES, PMP, CSM, ARTIC CONSULTING

#### 6.4.1 Objectives

Currently managing the Business Management practice at Artic Consulting, focusing on delivery of program management, product management, and management consulting strategy. Building cutting-edge methodologies and tools to enable the team to provide these and other service offerings to our clients.

This includes management and oversight of complex projects that span several months, with budgets in the millions of dollars. Specializes in SharePoint and knowledge management projects including custom software development projects as well as Software integration across platforms and technologies.

#### 6.4.2 SKILLS SUMMARY

Technical Project Management: Excellent understanding of cross functional team management (including development and testing/QA), business requirements definition, functional analysis, functional specification authoring, status reporting, and software localization. Demonstrated ability to adjust priorities to complete deliverables and implement critical tasks on accelerated timelines. Excellent at self-managing to specific goals, working independently, and dealing with ambiguity. Can manage teams effectively to deliver results. Experienced with creation of PMO and implementation of industry standard methodologies (Agile, Waterfall, SAFe) and best practices to build a culture of success and continuous innovation.

Expert in Microsoft Project, Microsoft TFS, and Azure DevOps

Software Development: Deep experience in managing functional design and project planning of complex applications using both Microsoft and LAMP technologies, including managing application development teams to release features as specified. Strong understanding of SQL database management and tools, HTML, IIS and Apache web servers, SharePoint, and Microsoft Office productivity applications. Good understanding of web analytics packages and data warehousing concepts including Microsoft, Omniture/Adobe, and Google technologies.

#### 6.4.3 CERTIFICATIONS

- Project Management Professional (PMP), Project Management Institute, January 2016. License #1902273
- Certified Scrum Master (CSM), Mike Cohn / Mountain Goat Software, 2007; renewed 2016 through Mitch Lacey & Associates & Scrum Alliance. License #539412

#### 6.4.4 EMPLOYMENT HISTORY

#### 2019 - Present Senior Manager, Business Management, Artic Consulting, Redmond, WA

- Assisted clients with BI analysis, process improvement, solutions & systems architecture, Office 365 rollouts and SharePoint implementations, end-to-end.
- Lead a detailed analysis of a mid-size company's infrastructure and created a detailed plan to migrate and modernize all aspects into a hybrid cloud architecture.
- Conducted Bl analysis, process improvement, solutions & systems architecture, Office 365 rollouts and SharePoint improvements.
- Created service offering methodology/delivery materials, tools, and templates.
- Utilize a blend of both Waterfall and Agile methodologies, running and managing sprints and acting as
   Scrum Master

### 2015 – 2019 Manager, Program Management, Exsilio Solutions, Redmond, WA

- Manager of Exsilio's PMO, responsible for project delivery for multiple stakeholders, and management of
  project managers. Built out the service offerings for the company to assist sales & marketing with
  acquiring new consulting projects. Stood up the PMO by creating project management templates for use
  by PMs, based on industry standard methodologies and best practices.
- Managed several large projects delivered to Microsoft and other clients as Senior Program Manager consultant, including custom web applications and large business intelligence / data warehousing solutions.

• Teamed up with developers to create internal Project Portfolio Management solution (Project Dashboard app).

#### 1998 – 2019 Senior Program Manager (FTE and Vendor), Microsoft Corporation, Redmond, WA

2015-19 Senior Program Manager/Tech Manager, various projects (Vendor through Exsilio)

- Cloud Application Developer Division Bl application
- DX Global Events Tracking application
- DX Reactor Schedule Management tool
- Microsoft Release Roadmap tool for Office Marketing.
- Premier Proactive Services, Data Science and Business Insights

2015 Senior Program Manager, Microsoft Universal Store – Artemis Partner Portal for Office 365 Resellers (Vendor through Chinasoft)

- Designed features for Office 365 Partner Center portal including dashboard, content pages, multi-channel functionality. Created functional specifications and UX mockups.
- Managed engineering triage, and ScrumMaster for engineering team.
- Designed team SharePoint site, integrated with Azure DevOps (TFS) and manual processes.

2014 Retrofit Project Manager, Microsoft Retail Stores (Vendor through P2 Solutions)

- Upgraded 14 stores to new wireless network using the latest Cisco location-based technologies to improve scenarios for customers and store employees.
- Planned and executed complex retrofits which consolidated the server rack components and implemented new Holiday 2014 experiences in the store sales area.
- Worked with vendor companies and Microsoft colleagues to accomplish over 15 fast-paced and largescale retrofit installations within the 60+ Microsoft stores, on time and significantly below budget.

2013 – 2014 Program Manager & Business Intelligence Analyst, SMSG Readiness BI (Vendor through Piraeus Consulting)

- Worked with senior managers to produce and improve monthly scorecards and other leadership & performance metrics. Created new application to track employee training progress and report results to managers.
- Tier 3 escalation support for BI report issues across a large Microsoft division; worked with multiple groups to investigate & resolve urgent BI reporting issues.
- Developed BI reports using SQL Server Reporting Services, Excel + PowerPivot / Power View.
- Managed design/dev/test process for several BI application projects, delivering on time and within budget.

2011 – 2013 Program Manager & Business Intelligence Analyst, Developer Division / Server & Tools Online (Vendor through P2 Solutions)

- Worked on internal search products / Bing product design and implementation for Q2 & Q3 deliverables;
   Support liaison with engineering staff from Adobe, comScore, and other external partners.
- Primary support for Business Intelligence areas and issues including web analytics, qualitative data such as customer surveys and other market research.
- Work with senior managers to produce and improve monthly scorecards and other leadership & performance metrics. Engineering program manager, managed design/dev/test process for BI-related areas.

2011 Program Manager, Developer Division Community Language Integration Pack (CLIP) (Contractor through P2 Solutions)

- Designed and spec'd the Monitoring suite of functionality for a large Windows Azure application designed to build a community for Visual Studio Localization efforts across universities and partners.
- Led bug triage and scrum standups meetings to ensure project team members were individually on-track.

2007 - 2011 Program Manager II, MSN Global Homepages (Full-time Employee)

- Project Manager for Sustained Engineering of MSN portal, international MSN, and customized MyMSN portal.
- Designed and executed A/B Experiments using a custom Microsoft platform and across multiple teams.
- Awarded a Gold Star for performance & leadership of MyMSN transition and earned "Exceeded" performance.
- Principal member of team which designed and created a Silverlight version of MSN Homepage.
- Designed Twitter/Facebook modules, and assisted with deal negotiations. Led Hotmail integration for MSN
- Managed features for a Silverlight-powered browser toolbar providing Search, email and authentication assistance; Designed LiveID authentication between MSN/Bing and toolbar. Designed Mail / IM integration.
- Managed localization of 30 plus Toolbar releases across EMEA and APAC markets.
- Designed Fashion Week section/coverage and blog integration.

2004 – 2007 Lead Program Manager, MSN Channels: Tech & Gadgets, City Guides, Real Estate, Kids/Teens, Health (Full-time Employee)

- Turned around at-risk \$2 million Style Studio custom website project and shipped on time and with added functionality; was a huge win for the division. Given "Exceeded" performance ranking and Gold Star award.
- Shipped first site on new internal CMS platform
- Shipped 3 versions of City Guides product which added new features and new partners. Shipped 2 versions of Tech & Gadgets providing video integration and new apps.

#### 6.5 KATHERYN BAKER

#### **VICE PRESIDENT, ARTIC CONSULTING**

#### 6.5.1 OVERVIEW

Katheryn Baker is passionate about technology and business with the pleasure of working in the information technology and services industry, skilled in Enterprise Software, SaaS, Business Strategy, Business Productivity, Data Solutions, and Program Management.

#### 6.5.2 EMPLOYMENT HISTORY

#### Vice President, Artic Consulting, Inc.

January 2019-Present

 Demonstrating organizational impact with customized solutions. Excited to partner with our clients in building teams that will innovate and provide business and technical excellence to deliver engaging and successful solutions.

Director, Cloud Services and Support
Exsilio Consulting, Inc - For Microsoft as Client
July 2005-September 2018

- Managed the team responsible for the Virtualization and Cloud Services platform, supporting 1,000+ concurrent global users daily.
- Developed the platform, tested, deployed, and supported bother remote Virtual Labs as well as onsite
  event lab platforms.
- Team responsible for end-to-end Learning Platform for the Microsoft Dynamics Product Line, including requirements, implementation, deployment, and ongoing support.
- Project Management for Enterprise data solution that pulled data from over 30+ internal source systems
  for worldwide enterprise sales reporting, driving executive-level and c-suite decisions across the entire
  Microsoft organization. This was a multi-year, multi-million dollar, high-visibility project with "always on"
  requirements.

## Founder & President Bristol Consulting Group

May 2002-July 2005

- Started and grew a consulting firm focused on business management, customer support & billing, and custom software development.
- Scoped, developed, and implemented a Warranty system for a national motorcycle company to manage the overall warranty and service system for all vehicles in fleet.

#### 6.6 EMPLOYEES AUTHORIZED TO ENTER A CONTRACT

Ħ	Employee
1	Manish Bhardia
	Partner , Think Al Consulting Corporation
	14252 Culver Drive #A-213 , Irvine CA 92604
	Cell : (323) 316-7254
2	Devendra Goyal
	Partner, Think Al Consulting Corporation
	14252 Culver Drive #A-213 , Irvine CA 92604
	Cell : (714) 331-8822

#### 6.7 SUB-CONTRACTORS

Full Legal Name Artic Consulting
Legal Business Status C-Corporation

State where proposer is domiciled Washington, with a California Designation

Legal Address of Business 3020 Issaquah-Pine Lake Rd SE, Sammamish, WA 98052

Tax ID83-2400127Federal Employer ID83-2400127Company TypeSmall Business

#### 6.7.1 ROLE OF THE FIRM(S)

#### 6.7.1.1 THINK AI CONSULTING CORPORATION (THINK AI)

Think Al Consulting Corporation (hereby "Think Al") is the Primary bidder and Microsoft Gold partner. We would work as the main point of contact.

#### 6.7.1.2 ARTIC CONSULTING

Artic team will work as subcontractors.

## 7 OFFER/COST PROPOSAL

	0	Task Mode	Taok Nome		Duration	Start	Rinish	Prederessors	W'ork	Q2 Q3
1		100	EMS Computer System Con-	sulting Services - Phase	e 1 125.5 days	Thu 7/1/21	Thu 12/23/2		1,052 hrs	
S		=5	Kickoff meeting		4 hrs	Thu 7/1/21	Thu 7/1/21		4 hrs	.PN
3		7	High Level Education and	Visioning Sessions	4 days	Thu 7/1/21	Wed 7/7/21	2	32 hrs	
4		=5	Discovery Sessions		5 wks	Wed 7/1/21	Wed 8/11/21	3	200 hrs	
5		=5	Confirm Project Scope		4 svks	Wed 8/11/2	1Wed 9/8/21	4	160 hrs	4
6		-5	Develop communication (	plan	8 hrs	Wed 9/8/21	Thu 9/9/21	5	8 hrs	
7		-3	Research and Education p	hase	A wics		Thu 10/7/21		160 hrs	6
8		-3	Site visits to similar facilit	ies .	5 wks	Thu 10/7/21	Thu 11/11/2	7	200 hrs	i
9		-5	Create Requirements doc	ument	3 days	Thu 11/11/2	Thu 11/18/2	18	40 hrs	
10		===	Create functional needs a	ssessment document	5 days	Thu 11/18/2	Thu 11/23/2	9	40 hrs	
11		7	Review functional needs a stakeholders	exessment document	with 5 days	Thu 11/25/21	Thu 12/2/21	10	40 hrs	
12		=5	Review functional needs a OCFA IT Governance com		with 5 days	Thu 12/2/21	Thu 12/9/21	11	40 hrs	
13	4	=3	EMS Solution Signoff		1 day	Mon 12/13/2	7 Tup 12/14/2	12FS+2 days	8 hrs	
		=5	RFP Creation and Assistar	же	5 days	Tue 12/14/2	Tue 12/21/2	13	40 hrs	
14	_									
15	\$	-5	Contract negotation		2 wks	Thu 17/9/21	Thu 12/23/2	112	80 hrs	
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Item	Function	Hourly Rate	Hours Estimate	Total Cost
James Burk	PM 1	\$135.00	252	\$34,020
Katheryn Baker	PM 2	\$135.00	800	\$108,000
Total				\$142,020

#### R

Form W-9
[Pay\_October 2018]
Department of the Treasury

## Request for Taxpayer Identification Number and Certification

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

	Parents of the Treeslay	► Go to where its gov/FormW9 for its	Eventions and the latest information.		send to the IRS.
	1 Name (25 Shown	on your thearns tax ratury. Name is required on this link do			
		SULTING CORPORATION			
	2 Bushess rame/o	क्रिक्ट केरो कार्योषु एक्ट २६, सं वी शिक्षकात स्थित त <b>२०</b> ०५०			
	THINK AI CON	SULTING			
p.40a 3.	3 Chack appropriate following soven to	is Box for laderal its elastification of the person Whose name norm	no is artisa ad an litho 1, Chack anly <b>one</b> at the		ET'S (COOM APPLY ONLY SO
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	Irvine, CA 9260	)A			_
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	T T				
Pair		yer Identification Number (TIM) propriete box. The TIN provided must match the name	recipion on line 1 to good 50dal 5	ocurity numb	oer
bada	a withholding. For	individuals, this is concretly your spaint excursiv num	nber (SSN), However, for a		
resido	re alon, solo propi	ristor, or disregarded entity, see the instructions for I	Part ( later, For other	-	
77N, b		per identification number (EPI). If you do not have a r	or		
		more than one name, see the instructions for line 1.	Also see What Name and Employ	r identificat	Ion number
Mand	or To Give the Rex	person for guidefines on whose number to enter.			
Par					
	penalties of perju			1.04	
2. I an Sor	not subject to be vice (IRS) that I am	n this form is my correct taxpayor identification numb sckup withholding bocause; [a] I am exempt from bet n subject to backup withholding as a result of a failur sackup withholding; and	skup withholding, or (b) I have not been	notified by	the Internal Revenue
		other U.S. person (defined below); and ntered on this form (if any) indicating that I am exemp	ot from FATCA reporting is correct.		
		s. You must cross out item 2 above if you have been no		bject to bec	kup withholding because
you he	we failed to report a	all interest and dividends on your tax return. For real es	tate transactions, item 2 does not apply. I	or mortgag	e interest peid,
		ent of secured property, cancellation of debt, contributi vidends, you are not required to sign the certification, b			
Sign Here	Signature of	Devendat	Duto > Nove		
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		orm W-9 requester) who is required to file an he IRS must obtain your correct taxpayer	Form 1006 (home mentgage interest 1 006-T (tubern)	1) 1098.E (	student loan interestly,
identif	ication number (TI	N) which may be your social security number	• Form 1000-C (carmaled dabt)		
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(EIN), amou	to report on an inf nt reportable on an	ormation return the amount paid to you, or other information return. Examples of information	Use Form W-9 only if you are a U.S alien), to provide your correct TIN.	y bazara (s.	ncluding a resident
	s include, but are : n 1000-INT (intere	not limited to, the following. st earned or paid)	If you do not return Form W-9 to the subject to backup withholding. So later.		
		Cat. No. 10231X			Form W-9 (Rev. 10-2018)

Form W-0 (Rev. 10-2018)

By signing the filled-out form, you:

- Cortify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 2. Cortify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Cortify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of affectively connected taxable income from such business. Further, in certain cases where a Form W-0 has not been received, the rules under section 1446 require a partnership to pressume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-0 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of not income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a granter trust), the U.S. trust (other than a granter trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign

Nonresident afien who becomes a resident afien. Generally, only a nonresident afien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income oven after the payee has otherwise become a U.S. resident afien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an examption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or followship income would attach to Form W-0 a statement that includes the information described above to support that exemption.

If you are a nonresident alion or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- You do not cortify your TIN when required (see the instructions for Part II for details).
- 3. The IRS tells the requester that you furnished an incorrect TIN,
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Cortain payoos and payments are exempt from backup withholding. See Exempt payoe code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

#### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Examption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payce if you are no longer an exempt payce and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the granter of a creater trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Form W-9 (Flev. 10-2018) Page 3

Criminal penalty for falsifying information. Wilfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

#### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account If this Form W-9 is for a joint account jother than an account maintained by a foreign financial institution (FFI), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- a. Individual. Generally, enter the name shown on your tax return, if you have changed your last name without informing the Social Socurity Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name. Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line ta. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.
- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or \*doing business as\* (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on lino 2
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- o. Disregarded entity. For U.S. federal tax purposes, an entity that is disrogarded as an entity separate from its owner is treated as a "disrogarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded ontity for U.S. fodoral tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

If you have a business name, trade name, DBA name, or disregarded ontity name, you may enter it on line 2.

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the antity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
Individual     Sole propriators/rip, or     Single-member limited to bitty company (LLC) owned by an individual and disregarded for U.S. fodoral-tax-purposes.	b-dividual/solo propriesso or single member (±C
U.C. treated as a partnership for U.S. faderal tax purposes.  LLC that has filed Form 8632 or 2563 to be taxed as a corporation, or  LLC that is disreparded as an entity separatio from its owner but the owner is enacher &LC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the approgram tax classification. (Parameters, 9- Comparations or Sa S corporation)
Parawship	Partnership
• Trimetocando	Topologia

#### Line 4. Exemptions

If you are exempt from backup withholding and/or FATCA reporting. onter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payor code.

- Garardly, individuals (reflucing sole proprietors) are not exampt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for corosin payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to alternays' fees or gress proceeds paid to atternays, and corporations that provide medical or health core services are not exempt with respect to payments reportable on Form 1000-16SC.

The following codes identify payees that are exempt from backup

- withhelding-Enter-the-appropriate code in the space in line 4.

  1—An organization example from tax under section 501(a), any IRA, or a custodial-account under section 403(b)(7) if the account existing the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalistics
- 4 A toroign government or any of its political subdivisions, agencies, or instrumentalities
- 5\_A corporation
- 6 A dealer in accurates or contradities required to register in the United States, the District of Columbia, or a U.S. commonwealth or
- 7-A futures commission merchant registered with the Commodity Futures Trading Commission
- E-A real estate investment trust
- 9—An entity registered at all times during the text year under the levestment Company Act of 1940
- 10... A common trust fund occurrend by a bank under section 584/all
- 11-A francial institution
- 12...A middleman known in the investment community as a narrines or CLEROCHED
- 13-A trust exampt from tax under section 664 or described in section 4047

Form W-0 (Flav. 10-2018)

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exampt for
Interest and dividend payments	All exampt payoos except for 7
Broker transactions	Exempt payons 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payon code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Bartor exchange transactions and patronage dividends	Exempt payous 1 through 4
Payments over \$000 required to be reported and direct sales over \$5,000°	Generally, exempt payees 1 through 5 <sup>3</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payoes 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payoes that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-0 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A An organization exampt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
  - B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F.—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
  - G-A roal ostato invostment trust
- H A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the investment Company Act of 1940
  - I-A common trust fund as defined in section 584(a)
  - J-A bank as defined in section 581
  - K-A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M — A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payed code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### l ine 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to got an SSN, your TIN is your IRS individual taxpayor identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: Soo What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or got this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxasyer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and cortain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-0. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the conflication as indicated in items 1 through 5 below.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1000-MISC are not exempt from backup withholding: modical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a foderal executive agency.

Form W-0 (Rev. 10-2018)

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.
   You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the contification or backup withholding will apply. If you are subject to backup withholding and you are morely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions. You must sign the cortification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royaltics, goods (other than bills for morehandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. howas	The inchicus
2. Two or more instructuals (joint account other than an account controlled by an FFI	The actual owner of the account or, if combined lands, the first includual on the account?
5. Time or more U.S. persons. goint account maintained by an FFI]	Each holder of the account
4. Custimital account of a minur (Uniform Gut to Minors Act)	The colors
S. a. The usual revocable savings that (granics is also trusted)	The grantor-trustee <sup>1</sup>
b. So-collectional account stacks not a logal or waith style under state tow	The actual owner <sup>1</sup>
6. Sole propressing or derogarded entity owned by an individual	The course
7. Granter trust filing under Optional Form 1000 Filing Matted 1 (500	The grantor*
R <del>ay 2003 ह</del> 2000 (1.87) <b>- (७)(३()</b> (८)	
	Give name and EIN of:
Wi .	Give name and EIN of: The owner
For this type of account:  8. Design and entry not evened by an	
For this type of account:  8. (Exregarded ordey not owned by an individual)	The owner
For this type of account:  8. DEVIGE 334 OF EST NOT OWNED BY 27 INSTALL.  9. Availd buse, estate, or pension bust  0. Corporation or ILC electing Corporation tables on Form 8832 or	The owner Legal entity <sup>4</sup>
For this type of account:  8. Derogarded entity not extend by an individual  9. A wald time, estate, or paration trust  10. Corporation or LLC electing corporate states on Form 8832 or form 2583  11. Association, club, raidique, charlante, educational, or other tax-	The owner Legal anthy <sup>4</sup> The corporation
For this type of account:  8. Diregarded entity not extend by an individual  9. A walld these, estate, or pension this!  0. Corporation or LLC electing corporate states on Form 8832 or form 2583  11. Assessment, club, religious, chartante, educational, or other texessempt organization.	The owner  Legal entity <sup>4</sup> The corporation  The organization

For this type of account:	Give name and EIN of
14. Account with the Caparoniat of Agriculture in the name of a public or dry fauth as a state or local government, school dichtel, or prisory that receives agricultural program payments.	The public entity
15, Gestler that Elling voctor the Form 1841 Filing Method or the Optional Form 1809 Filing Method 2 (200 Regulations section 1 년 14(8)(주인)	The trust

- 1 List first and circle the name of the person whose number you furnish.
  If only one person on a joint account has an SSN, that person's number must be furnished.
- 2 Circle the minor's name and furnish the minor's SSN.
- You must show your individual name and you may also enter your business or DRA name on the "Business commontering authorizing", name tire. You may use either your SSN or EIN (if you have one), but the IRS ancourages you to use your SSN.
- \*List first and circle the name of the trust, estate, or pension trust. (Do not lumish the TIN of the personal representative or trustee unless the legal entity iself is not designated in the account title.) Also see Special rules for pertnerships, earlier.
- \*Note: The granter also must provide a Form V/.9 to trustee of trust.

  Note: If no name is circled when more then one name is fested, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records From Identity Theft

Identity that occurs when somewho uses your pursonal information such as your name, SSN, or other identifying information without your permission, to commit haud or other crimes. An identity this may use your SSN to get a job or may file a tax return using your SSN to meave a refund.

To reduce your risk:

- . Protectlyour SSN,
- . Ensure your employer is protecting your SSN, and
- . Bo careful when choosing a text properer.

Eyour tax records are affected by identity that and you receive a notice from the ERS, respondinglyt every to the name and phone number printed on the ERS notice or latter.

If your tex records are not currently affacted by identity theft but you think you are at risk due to a lost or stales purse or wallet, quastionable credit card activity or credit report, contact the IRS Identity Theft Hotino at 1.400.608.4400 or submit Form 14000.

For many reformation, soo Pub. 6027, Identity Their Industriation for Taxpoyers.

Victims of identity that who are expanded in committee has more systemic problem, or are seaking help in resolving tex problems that have not been recolved through narmal channels, may be digible for Texpayor Advocate Service (TAS) assistance. You can reach TAS by calling the TAS tell-free case tracks line at 1-877-777-4778 or TTV/TDD 1-800-629-4000.

Protect yourself from Respicious emails or phishing adversors. Phishing is the creation and use of email and websites designed to mirric logitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established logitimate entemprise in an estanget to scarn the user into surrendering private information that will be used for clarity that.

Form W-9 (Flav. 10-2018) Page 6

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-386-4484. You can forward suspicious emails to the Federal Trade Commission at spann@uoe.gov or report them at www.fbc.gov/complaint. You can contact the FTC at www.fbc.gov/idtheft or 877-IDTHEFT (577-438-4338). If you have been the victim of identity theft, see www.fdentityTheft.gov and Pub. 7027.

Visit www.irs.gov/ldantityTheft to learn more about identity theft and how to raduce your risk.

#### **Privacy Act Notice**

Section 6100 of the Internal Revenue Code requires you to provide your cornect TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid, the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain observables may also apply for providing false or fraudulent information.

#### 9.1 APPDENDIX A - OFFEROR'S INFORMATION

Firm's detailed information: Provide a brief profile of the firm including the types of services offered, the year founded, form of organization (corporation, partnership, sole proprietorship), including number of years in business, location of office(s), number of employees, and number of clients you have currently. Please complete the Appendix A · Offeror's Information (page 27).

Business Legal Name: Think Al Consulling Corporation			
Business Parent or Ownership: Ownership			
Address:14252 Culver Drive #A-213 Irvine, CA 92604			
Business Telephone No. 949-864-6105	Business Fax No.		
Business Tax I.D. Number: 83-2546739	CSLB License Number:	DIR Registration Number:	
Legal form of company: (partnership, corporation, joint ver	nture); S Corporation		
Length of time your business has been in business: 3 Years  Length of time at current location: 3 Years			
Number of employees and Number of Current Clients: 2 e	mployees, 30 clients		

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

Name: Devendra Goyal	Title: CEO		
Telephone No.: (714) 331-882	E-mail: dave.goyal@thinkaicorp.com		

#### Person responsible for the day-to-day servicing of the account:

Name: Manish Bhardia	Title: President		
Telephone No.: (323) 316-7354	E-mail: manish.bhardia@thinkaicozp.com		

Please check file "Cost File.xlsx" for details.



#### 9.3 APPDENDIX C - WBS

#### **Timeline view**



#### WBS

ask Name -	Duration -	Start +	Finish +	Predecessors -	Work
EMS Computer System Consulting Services - Phase 1	125.5 days	Thu 7/1/21	Thu 12/23/21		1,052 hrs
Kickoff meeting	4 hrs	Thu 7/1/21	Thu 7/1/21		4 hrs
High-Level Education and Visioning Sessions	4 days	Thu 7/1/21	Wed 7/7/21	2	32 hr
Discovery Sessions	S wks	Wed 7/7/21	Wed 8/11/21	3	200 hrs
Confirm Project Scope	4 wks	Wed 8/11/21	Wed 9/8/21	4	160 hr:
Develop communication plan	8 hrs	Wed 9/8/21	Thu 9/9/21	5	8 hrs
Research and Education phase	4 wks	Thu 9/9/21	Thu 10/7/21	6	160 hr
Site visits to similar facilities	5 wks	Thu 10/7/21	Thu 11/11/21	7	200 hrs
Create Requirements document	5 days	Thu 11/11/21	Thu 1 1/1 8/2 1	8	40 hr
Create functional needs assessment document	5 days	Thu 11/18/21	Thu 11/25/21	9	40 hr
Review functional needs assessment document with stakeholders	S days	Thu 11/25/21	Thu 12/2/21	10	40 hr:
Review functional needs assessment decument with OCFA IT Governance committee	5 days	Thu 12/2/21	Thu 12/9/21	11	40 hr
EMS Selution Signoff	1 day	Mon 12/13/22	Tue 12/14/21	12FS+2 days	8 hr
RFP Creation and Assistance	5 days	Tue 12/14/21	Tue 12/21/21	13	40 hr
Contract negotation	2 wks	Thu 12/9/21	Thu 12/23/21	12	50 hr

Item	Function	Hourly Rate Hours Estimate	T	otal Cost
James Burk	PM 1	\$135.00	252	\$34,020
Katheryn Baker	PM 2	\$135.00	800	\$108,000
Total				\$142,020

Orange County Fire Authority

REP No. RO2450a

#### APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to RFP RO2450a – EMS Computer System Consulting Services, 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.

Think Al Consulting Corporation	<u>on</u>		
Name of Firm			
14252 Culver Drive, A213, Irvin	e, CA, 92604		
Address	140		
Irvine	CA		92604
City	State		Zip
Marish Bhardia		04/20/2021	
Signature of Person Authorized to Sig	gn	Date	
Manish Bhardia		President	
Printed Name		Title	
	31		



# REQUEST FOR BEST AND FINAL OFFER RFP RO2450a – EMS Computer System Consulting Services

DATE BEST AND FINAL OFFERS REQUESTED: JULY 7, 2021
DUE DATE FOR BEST AND FINAL OFFER: JULY 12, 2021 AT 4:00 P.M.

Your firm submitted a proposal in response to the above referenced Request for Proposals (RFP) issued by the Orange County Fire Authority.

As part of the evaluation process, the Orange County Fire Authority is exercising the right to request a best and final offer from the top-ranking firm/s for further evaluation and consideration.

The purpose of the Best and Final Offer (BAFO) is to allow both OCFA and your firm to make any modifications to the terms of the contract before making the final decision in the award. As a result of the tabulation and the interview on June 23, 2021, Think Al Corporation has been selected to participate in this process. The BAFO will further assist in making the final award.

The BAFO 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: <a href="mailto:rothchildong@ocfa.org">rothchildong@ocfa.org</a>. The Best and Final Offer will further assist in making our final recommendation.

Thank you for your interest in doing business with Orange County Fire Authority and the commitment you have made to perform to our expectations if awarded the contract.

Best Regards,

Rothchild Ong | Assistant Purchasing Agent rothchildong@ocfa.org | (714) 573-6642

### **BEST AND FINAL PRICING PAGE**

Think Al Corporation provided the original pricing information shown below. Please complete the pricing schedule with your Best and Final Offer for services as described in RFP RO2450a.

EMS Computer System Consuling Services Pricing Information						
Professional Fees Hourly Rate Of Hours Total Cost Hourly Rate					Number of Hours	BAFO Total Cost
James Burk	\$135	252	<b>\$</b> 34,020	\$ 133	252	\$ 33.516
Kathern Baker	\$1135	800	\$108,000	\$ 133	<b>\$</b> 00	\$ 106,400
Total Cost			\$142,020			\$ 139916

1.	Any additional information you would like OCFA to consider.
	We are Microsoft GOLD certified partners. We are also part of Microsoft's Al inner circle.
	We are looking forward to help OCFA in various aspects of this project.

#### TO THE ORANGE COUNTY FIRE AUTHORITY:

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

Manish Bhardia	07/12/2021		
Signature of Person Authorized to Sign	Date		
Manish Bhardia	President		
Printed Name	Title		



# Orange County Fire Authority AGENDA STAFF REPORT

Executive Committee Meeting September 23, 2021

Agenda Item No. 2F Consent Calendar

# **Blanket Order Contract Renewal for Vehicle Exhaust Extraction Systems**

#### **Contact(s) for Further Information**

Jim Ruane, Assistant Chief jimruane@ocfa.org 714.573.6028

Logistics Department

Patrick Bauer, Property Manager patrickbauer@ocfa.org 714.573.6471

Logistics Department

#### **Summary**

This item is submitted for the approval to extend the current blanket order contract with Air Exchange, Inc. for repairs and maintenance of the vehicle exhaust extraction systems at all OCFA stations.

#### **Prior Board/Committee Action**

At the July 17, 2014 Executive Committee meeting, a three-year sole source blanket order contract extension with Air Exchange, Inc. (AEI) for repair and maintenance of OCFA's station exhaust extraction systems was approved in an amount not to exceed \$150,000 per year.

At the July 27, 2017 Executive Committee meeting, a three-year extension and increase to the AEI blanket order was approved in an amount not to exceed \$200,000 per year.

At the March 28, 2019 Executive Committee meeting, an increase of \$300,000 to the AEI contract was approved for the upgrade of existing vehicle exhaust extraction systems, along with a two-year extension for system repair and maintenance in an amount not to exceed \$200,000 per year.

#### **RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to renew the current contract with AEI for five additional one-year periods for an amount not to exceed \$200,000 annually (\$1,000,000 aggregate), provided that AEI remains the sole authorized dealer and service provider in Orange County specified by the manufacturer (Plymovent, Inc.) during the contract term.

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

Not Applicable.

#### **Fiscal Impact**

Funds are included in the FY 2021/22 General Fund budget, specifically in Property Management Professional and Specialized Services.

#### **Background**

In 2000, a formal bid was conducted for the installation and maintenance of vehicle exhaust extraction systems, resulting in selection of the Plymovent exhaust extraction system as the standard for use in all OCFA fire stations. At that time, Air Cleaning Systems (ACS) was the only authorized dealer for Plymovent systems in Orange County.

In April 2012, Plymovent, Inc. informed OCFA that ACS was removed as a Plymovent dealer, and Air Exchange, Inc. (AEI) was the replacement sole authorized dealer for sales, installations, and service of Plymovent systems in Orange County.

#### Plymovent Vehicle Exhaust Extraction Systems

The Plymovent system is OCFA's standardized vehicle exhaust extraction system, with very high utilization on a 24/7 basis. As of December 2019, a pneumatic to magnetic system conversion and upgrade was completed for all Plymovent extraction systems throughout OCFA facilities, and repair and maintenance services provided by the manufacturer's authorized vendor are necessary to ensure the safety of our staff.

#### Recommendation

To ensure proper maintenance and functionality of OCFA's vehicle exhaust extraction systems, staff is recommending that the Purchasing Manager be authorized to renew the current contract with AEI for five additional one-year periods for an amount not to exceed \$200,000 annually (\$1,000,000 aggregate), provided AEI remains the sole authorized Plymovent dealer and service provider in Orange County during the contract term.

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

- 1. Proposed Amendment Number Five to the Maintenance Services Agreement with Air Exchange Inc. (On file with the Clerk and available upon request) or via this link: <a href="Executive Committee Packet"><u>Executive Committee Packet</u></a>
- 2. Sole Source Form

# ORANGE COUNTY FIRE AUTHORITY AMENDMENT NUMBER FIVE TO EXHAUST EXTRACTION SYSTEM MAINTENANCE AND REPAIR AGREEMENT

THIS AMENDMENT NUMBER FIVE TO EXHAUST EXTRACTION SYSTEM MAINTENANCE AND REPAIR AGREEMENT ("Amendment Five") is made and entered into this \_\_ day of September 2021, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Air Exchange, Inc., a California Corporation, hereafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter collectively referred to as "Parties".

#### RECITALS

WHEREAS, OCFA and Contractor entered into that certain Exhaust Extraction System Maintenance and Repair Agreement on the 21<sup>st</sup> day of August, 2018 ("Original Agreement"), which is incorporated herein by this reference;

WHEREAS, OCFA and Contractor entered into that certain Amendment One to Exhaust Extraction System Maintenance and Repair Agreement ("Amendment One") on March 28, 2019 to expand the scope of work to include the upgrade of existing systems from pneumatic to magnetic and increase the "Maximum Contract Amount" to \$200,000 annually;

WHEREAS, OCFA and Contractor entered into that certain Amendment Two to Exhaust Extraction System Maintenance and Repair Agreement ("Amendment Two") on November 4, 2019 to update pricing information and to extend the Agreement for an additional one-year term;

WHEREAS, OCFA and Contractor entered into that certain Amendment Three to Exhaust Extraction System Maintenance and Repair Agreement ("Amendment Three") on July 17, 2020 to update pricing information and to extend the Agreement for an additional one-year term;

WHEREAS, OCFA and Contractor entered into that certain Amendment Four to Exhaust Extraction System Maintenance and Repair Agreement ("Amendment Four") on July 27, 2021 to extend the Agreement through September 30, 2021.

WHEREAS, the Original Agreement as modified by Amendment One, Amendment Two, Amendment Three, and Amendment Four is referred to herein as the "Agreement";

WHEREAS, Contractor has submitted to OCFA a rate proposal for the period of October 1, 2021 through August 31, 2022, a copy of which is attached hereto as Attachment "1" and is incorporated herein by this reference; and

WHEREAS, OCFA desires to exercise its option to extend the term of the Agreement for an additional term of one-year subject to the rates specified in Attachment "1".

#### **AGREEMENT**

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

- 1. Section 3.4 Term: Amend to extend the contract term for an additional one-year period through August 31, 2022.
- 2. Effective October 1, 2021, for the services rendered pursuant to the Agreement, Contractor shall be compensated and reimbursed as specified in Attachment "1" attached to this Amendment Five.
- 3. Except as modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.
- 4. The persons executing this Amendment Five on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment Five.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment Five as of the dates stated below.

	"OCFA"
	ORANGE COUNTY FIRE AUTHORITY
Date:	By:
	Sara Kennedy, CPPB Purchasing Manager
	"CONTRACTOR"
	AIR EXCHANGE, INC.
Date: 08/01/21	By: Gary Graven, Assistant Secretary
Date: 08/01/21	By: Jamie Forniss, Assistant Secretary

# CONSENT OF THE SOLE DIRECTOR IN LIEU OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF AIR EXCHANGE, INC.

The undersigned, being the sole member of the Board of Directors of Air Exchange. Inc.. a California corporation (the "Corporation"), does hereby consent in writing to the adoption of the following resolutions in lieu of a special meeting of the Board of Directors of the Corporation:

WHEREAS. Meghan Weisman has been terminated from the company and removed as officer.

WHEREAS, the Board of Directors has determined to replace Meghan Weisman as Assistant Secretary with Jamie Forniss.

RESOLVED, that the following be and they hereby are appointed to serve as the officers of the Corporation, subject to removal at any time by the Board of Directors of the Corporation, with or without cause:

<u>Name</u>	<u>Title</u>
Friso Horstmeier	President
John Mora	Vice President
Bradley Pitzl	Treasurer
Laura Wyatt	Secretary
Jennifer Anderson	Assistant Secretary
Christopher Koss	Assistant Secretary
Jamie Forniss	Assistant Secretary
Gary Graven	Assistant Secretary

Consented, authorized, adopted and approved as of the 24th day of May, 2021.

Friso Harstmeier Sole Director

# iRev. October 2018) Department of the Treasury

# **Request for Taxpayer Identification Number and Certification**

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

Internal	Revenue Service	► Go to www.lrs.gov/FormW9 for inst	ructions and the latest	information.	The state of the s	
		n on your income tax return). Name is required on this line; do	not leave this line blank.			
	Air Exchang					
	2 Business name/	disregarded entity name, if different from above				
Print or type, Specific Instructions on parged.	3 Check appropriate following seven Individual/so single-member Limited stabil Note: Check LLC if the LL another LLC is disregards	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)  Exemption from FATCA reporting code (if any)				
O.	Other (see in	astructions) •			Maples to eccounts maintained auxide the U.S.	
See Sp	495 Edison 6 City, state, and	ZIP code		Requester's name a	and address (optional)	
	Fairfield, C.	A 94533				
	7 List account nu	mber(s) here (optional)	•			
Par	Taxpa	ayer Identification Number (TIN)				
entitie TIN, la Note:	s, it is your emploater.  If the account is	prietor, or disregarded entity, see the instructions for loyer identification number (EIN). If you do not have a rin more than one name, see the instructions for line 1 equester for guidelines on whose number to enter.	number, see How to get	or	Identification number	
Par	II Certif	fication				
		jury, I certify that:				
1. The 2.1 at Set	number shown n not subject to t vice (IRS) that I a	on this form is my correct taxpayer identification numl backup withholding because: (a) I am exempt from bains subject to backup withholding as a result of a failur backup withholding; and	ckup withholding, or (b)	I have not been r	notified by the Internal Revenue	
3. la	m a U.S. citlzen o	or other U.S. person (defined below): and				
4. Th	e FATCA code(s)	entered on this form (if any) indicating that I am exemp	pt from FATCA reporting	y is correct.		
you ha	ave falled to repor sition or abandons	ong You must cross out item 2 above if you have been not all interest and dividends on your tax return. For real estiment of secured property, cancellation of debt, contributed dividends, you are not required to sign the certification, but the certification is the certification.	state transactions, item 2 ions to an individual retire	does not apply. Forment arrangement	or mortgage interest paid, it (IRA), and generally, payments	
Sign			C	Date > 01/01/	2021	
Ge	neral Inst	tructions	• Form 1099-DIV (div funds)	vidends, including	those from stocks or mutual	
Section		to the Internal Revenue Code unless otherwise	•	various types of Ir	ncome, prizes, awards, or gross	
Future developments. For the latest information about developments			Form 1099-B (stock or mutual fund sales and certain other			

related to Form W-9 and its instructions, such as legislation enacted after they were published, go to 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)

- 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.



495 Edison Court, Suite A, Fairfield, CA 94534
P: (707) 864-2700 E: info@airexchange.com
1141 Philadelphia St., Ontario, CA 91761
P: (909) 923-7952 E: socal@airexchange.com
DIR #1000011166

Hello.

# Please note our new remit to address:

#### **USPS Mailing Address:**

Air Exchange, Inc.

PO Box 645983

Pittsburgh, PA 15264-5257

#### Overnight Courier Address:

PNC Bank c/o Air Exchange, Inc.

Lockbox Number 645933

500 1<sup>St</sup> Avenue

Pittsburgh, PA 15219

#### **ACH Payments:**

Account Title: Air Exchange, Inc.

Account Number:

Bank Routing Number:

Bank Address: PNC Bank, N.A.

249 Fifth Avenue

Pittsburgh, PA 15222

Bank Swift Code:

Thank you for your business. We really appreciate it.

Best regards,

obn Mora

Vice President





# CONTRACTORS STATE LICENSE BOARD **ACTIVE LICENSE**



4 MARIE PAUTE 664135

E-m. CORP

EUGENESS PARTS AIR EXCHANGE INC

: Sassans attemps: C43 C61/D34

Education Code 02/28/2023

www cslb ca.gov



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# **OCFA Sole Source Request Form**

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

#### **SECTION I - INSTRUCTIONS**

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

SECTION II – REQUEST INFORMATION				
Department/Section:	Requested By:	Date:		
Property Management	Patrick Bauer	06/28/21		
Recommended Vendor:	Vendor Contact:	Vendor's E-mail Address:		
Air Exchange, Inc. (AEI)	John Whitney	John.Whitney@airexchange.com		
Vendor Address: 495 Edison Court. Suite A; Fairfield, CA 94533		Vendor's Telephone #: 909-923-7952		
Type of Contract: ☐ One-time ☐ Multi-Year	Contract Term (Dates):	Contract Amount:		
■ Renewal	10/1/21-8/31/26	\$200,000		
If the contract type is a Renewal, Amendment or Increase, please provide previous contract		Attachments:		
information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).		■Yes □No		

#### SECTION III - JUSTIFICATION

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

The Plymovent system is OCFA's standardized vehicle exhaust extraction system with very high cycle 24/7 use.

Renewal maintenance/repair blanket order is needed to keep the units in service and keep OCFA staff from being exposed to hazardous fumes.

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

RFP RL#0539 for the installation and maintenance of exhaust systems at all OCFA fire stations was completed and approved by the Executive Committee in October 2000. Plymovent product was selected and standardized throughout OCFA. AEI has been the sole authorized distributor and repair/maintenance provider for Plymovent since 2012.

ECTION III - JUSTIFICATION (continue AEI's sole source vendor status was rece	ntly updated by Plymovent as of 7/1/2	1 (see attached letter).
		· · · · · · · · · · · · · · · · · · ·
Pricing - What efforts were made to the vendor, did the vendor provide a		simply request a quote, negotiate with
		e with your sole source request.  It for service maintenance and repairs for
		ly licensed contractor allowed to service
		ny ilicensed contractor allowed to service
our system, we are not able to obtain a c	omparable bloding from anyone else.	
. Will this purchase obligate the OCF	A to future purchases (maintenance	e, licensing or continuing needs)?
(If yes, please explain how and what the	ne future costs will be.)	
This will not obligate OCFA to future pure	chases other than the typical repairs/m	aintenance that are already covered by
the existing sole source blanket order we	have in place.	
Sole Source Request Submitted by:		
Sole Source Request Submitted by:	SIGNATURE	DATE
REQUESTORS NAME	SIGNATURE	9-15-21
	SIGNATURE	DATE 9-15-2.1 DATE
REQUESTORS NAME  Glenna Timourian  DIVISION CHIEF/SECTION MANAGER NAME	Sluthin	9-15-21
REQUESTORS NAME  Glenna Timourian  DIVISION CHIEF/SECTION MANAGER NAME	Sluthin	9-15-21 DATE 9-15-21 DATE
REQUESTORS NAME  Glenna Timourian  DIVISION CHIEF/SECTION MANAGER NAME  PATRICL BAUGE	SIGNATURE	9-15-21 DATE 9-15-21
REQUESTORS NAME  GIONNA TIMOURIAN  DIVISION CHIEF/SECTION MANAGER NAME  PLATICUL BAUGE  ASSISTANT CHIEF NAME	SIGNATURE	9-15-21 DATE 9-15-21 DATE
REQUESTORS NAME  GIONNA TIMOURIAN  DIVISION CHIEF/SECTION MANAGER NAME  PLATICUL BAUGE  ASSISTANT CHIEF NAME	SIGNATURE	9-15-21 DATE 9-15-21 DATE
REQUESTORS NAME  GIONA TIMOURIAN  DIVISION CHIEF/SECTION MANAGER NAME  PATRICL BAUGE  ASSISTANT CHIEF NAME  JIM RUAWE  Purchasing Manager's Comments:  If has confirmed that the manufacturer, Plymover	SIGNATURE SIGNATURE At, acquired AEI and subsequently replaced the	9-15-21 DATE 9-15-21 DATE 9-15-21
REQUESTORS NAME  GIENNA TIMOURIAN  DIVISION CHIEF/SECTION MANAGER NAME  PATRICL BAUGE  ASSISTANT CHIEF NAME  JIM RUANE	SIGNATURE  SIGNATURE  At, acquired AEI and subsequently replaced the County territory in 2012. There is one other	9-15-21 DATE 9-15-21 DATE 9-15-21
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Purchasing Manager's Comments:  If has confirmed that the manufacturer, Plymover vehicle exhaust extraction systems for the Orang-norized by Plymovent to service accounts located	SIGNATURE  SIGNATURE  SIGNATURE  At, acquired AEI and subsequently replaced the County territory in 2012. There is one other in Orange County.	9-15-21 DATE 9-15-21 DATE 9-15-21  Peir previous provider, ACS, with AEI as the sole provider based in San Diego, however they are in DATE
REQUESTORS NAME  GIONA TIMOURIAN  DIVISION CHIEF/SECTION MANAGER NAME  PATULUL BAUGE  ASSISTANT CHIEF NAME  JIM RUAWE  Purchasing Manager's Comments:  If has confirmed that the manufacturer, Plymover vehicle exhaust extraction systems for the Orang norized by Plymovent to service accounts located by Plymovent to service accounts located Saudients	SIGNATURE  SIGNATURE  SIGNATURE  At, acquired AEI and subsequently replaced the County territory in 2012. There is one other in Orange County.	9-15-21 DATE 9-15-21 DATE 9-15-21  Peir previous provider, ACS, with AEI as the sole provider based in San Diego, however they are in the sole provider based in
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July 01, 2021

To Whom It May Concern,

The purpose of this letter is to confirm that Air Exchange is the exclusive dealer of Plymovent vehicle exhaust extraction systems in the states of Alaska (fire), Nevada (vex & fire), Oregon (fire), Washington (fire), for all the zip codes inclusive of 900-918; 923-935; 936-966 in California (vex & fire), and 835-838 in Idaho (fire). As the only Plymovent dealer in these territories, Air Exchange is in good standing and has the exclusive rights to sell, install and service our vehicle exhaust extraction systems.

For over 40 years, Plymovent has created products that provide a safe and healthy work environment. Together with our nationwide dealer network, Plymovent continuously strives to design and engineer products that meet or exceed our customers' expectations and needs.

If you have any questions, please do not hesitate to contact me.

Kindest regards, PLYMOVENT CORP.

Brad Pitzl

President/General Manager



# Orange County Fire Authority AGENDA STAFF REPORT

Executive Committee Meeting September 23, 2021

Agenda Item No. 2G Consent Calendar

# Award of RFP# RO2501: Plumbing Maintenance and Repair Services

**Contact(s) for Further Information** 

Jim Ruane, Assistant Chief <u>jimruane@ocfa.org</u> 714.573.6801

Logistics Department

Patrick Bauer, Property Manager <u>patrickbauer@ocfa.org</u> 714.573.6421

Logistics Department

#### **Summary**

This agenda item is submitted for approval to award Maintenance Services Agreements for plumbing maintenance and repairs to Pro-Craft Construction, Inc. in the amount of \$250,000 annually, to Verne's Plumbing, Inc. in the amount of \$75,000 annually, and to Pacific Plumbing of Southern California in the amount of \$75,000 annually as a result of RFP RO2501.

#### **Prior Board/Committee Action**

Not applicable

#### **RECOMMENDED ACTION(S)**

- 1. Approve and authorize the Purchasing Manager to execute the proposed Maintenance Services Agreement with Pro-Craft Construction, Inc. for a one-year initial term plus four optional one-year renewals in an annual amount not to exceed \$250,000.
- 2. Approve and authorize the Purchasing Manager to execute the proposed Maintenance Services Agreements with Verne's Plumbing, Inc. for a one-year initial term plus four optional one-year renewals in an annual amount not to exceed \$75,000.
- 3. Approve and authorize the Purchasing Manager to execute the proposed Maintenance Services Agreements with Pacific Plumbing of Southern California for a one-year initial term plus four optional one-year renewals in an annual amount not to exceed \$75,000.

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

Not Applicable.

#### **Fiscal Impact**

Funding is available in the existing FY 2021/22 Property Management Services Budget, specifically in Fund 12150 Property Management.

#### **Background**

OCFA has a centralized Property Management Section responsible for the building maintenance and repair of its fire stations, RFOTC headquarters, and US&R Warehouse on an as-needed basis. The Property Management maintenance and repair program relies on third party contractors to provide the personnel, labor, supervision, materials, tools, and equipment required to perform scheduled and as-needed repair and maintenance services for all systems, including plumbing.

#### Solicitation Process

On June 18, 2021, staff issued Request for Proposals (RFP) RO2501 for plumbing maintenance and repair services. A non-mandatory pre-proposal meeting was held on June 30, 2021, and representatives from one company attended. Three proposals were received by the July 14, 2021 due date.

Staff conducted a review of responsiveness and responsibility utilizing the standard Public Works guidelines, and determined that all three offerors met OCFA contractor standards. An evaluation team consisting of three Property Management Division staff evaluated the offerors' proposals based on the criteria and point structure as defined in the RFP: Method of Approach (20 pts), Qualifications and Experience (30 pts), Communications and Resources (10 pts), and Proposed Cost (40 points). Upon completion of the evaluations, Pro-Craft Construction, Inc. emerged as the top-ranked firm, with Verne's Plumbing and Pacific Plumbing of Southern California ranked second and third, respectively. Due to the recurring need for both scheduled and urgent plumbing repairs, it was determined to be in OCFA's best interest to award multiple contracts for the requested services. Based upon the rankings, staff recommends the following contract awards:

Contractor	RFP Ranking	<b>Proposed Contract Amount</b>
Pro-Craft Construction	1	\$250,000 Annually
Verne's Plumbing, Inc.	2	\$75,000 Annually
Pacific Plumbing of Southern California	3	\$75,000 Annually

#### Recommendation

Consistent with the Roles/Responsibilities/Authorities Matrix requiring Executive Committee approval for contracts in excess of \$100,000, staff is recommending approval and authorization for the Purchasing Manager to execute the Maintenance Services Agreement with Pro-Craft Construction, Verne's Plumbing, Inc., and Pacific Plumbing of Southern California as stated in the Recommended Actions.

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

- 1. Maintenance Services Agreement with Pro-Craft Construction, Inc.\*
- 2. Maintenance Services Agreement with Verne's Plumbing, Inc.\*
- 3. Maintenance Services Agreement with Pacific Plumbing of Southern California\*

<sup>\*(</sup>On file with the Clerk and available upon request) or via this link: Executive Committee Packet

# ORANGE COUNTY FIRE AUTHORITY PLUMBING MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT FOR PLUMBING MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this \_\_\_\_\_ day of September, 2021 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Pro-Craft Construction, Inc., a Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

#### RECITALS

- A. OCFA requires the services of a qualified contractor to provide as-needed plumbing maintenance and repair services at the OCFA Regional Fire Operations and Training Center (RFOTC) located at 1 Fire Authority Rd. Irvine, CA 92602, fire stations, and other properties.
- B. Contractor has submitted to OCFA a proposal to provide such plumbing maintenance and repair services dated July 14, 2021, attached hereto as Exhibit "A".
- C. OCFA desires to retain Contractor to provide such plumbing maintenance and repair services

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, the Parties agree as follows:

#### **AGREEMENT**

#### 1. MAINTENANCE SERVICES

#### 1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those as-needed plumbing maintenance and repair services under a fixed-price contract as specified in the Scope of Services, attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Contractor warrants that all plumbing maintenance and repair Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all of its employees and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

### 1.2 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

### 1.3 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

# 1.4 <u>Familiarity with Work.</u>

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where the Services or Work is to be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform OCFA of such fact and shall not

proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

#### 1.5 Care of Work.

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

### 1.6 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

### 2. **COMPENSATION**

#### 2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an annual amount not to exceed Two Hundred Fifty Thousand (\$250,000) Dollars. The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

### 2.2 Method of Payment.

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

# 2.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

# 2.4 Appropriations.

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

### 3. PERFORMANCE SCHEDULE

#### 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

### 3.2 Schedule of Performance.

Contractor shall prosecute regularly and diligently the work of this Agreement according to the time periods specified in Exhibit "A." When requested by Contractor, extensions of the time periods specified in Exhibit "A" may be approved in writing by the Contract Officer; however, OCFA shall not be obligated to grant such an extension.

### 3.3 Force Majeure.

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and

extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

#### 3.4 Term.

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. Following the Initial Term, and prior to any subsequent renewal term, the Contractor may increase the annual cost of Services. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the Consumer Price Index-Urban (CPI-U) for the immediately preceding 12-month period, whichever is lower.

### 4. COORDINATION OF WORK

#### 4.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Leslie Kussman, Service Manager

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

# 4.2 Contract Officer.

The Contract Officer shall be Steve Klein, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

# 4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. If Contractor is permitted to subcontract any part of this Agreement by OCFA, Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

# 4.4 <u>Independent Contractor</u>.

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

- B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.
- C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

# 4.5 <u>Employee Retirement System Eligibility Indemnification.</u>

- A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.
- B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

# 5. INSURANCE

# 5.1 <u>Compliance with Insurance Requirements.</u>

Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. In addition, Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to OCFA that the subconsultant or subcontractor has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

# 5.2 <u>Types of Insurance Required.</u>

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

- A. <u>Commercial General Liability Insurance.</u> Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.
- B. <u>Automobile Liability Insurance</u>. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.
- C. <u>Workers' Compensation Insurance</u>. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability

Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

# 5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

# 5.4 Insurance Endorsements.

Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

- A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:
- (i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and
- (ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.
- (iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled

because of Consultant's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days' prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

# 5.5 <u>Deductibles and Self-Insured Retentions.</u>

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

# 5.6 **Primary and Non-Contributing Insurance.**

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

# 5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

#### 5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage,

Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

#### 5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

# 5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

# 5.11 Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

# 5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

- A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.
- B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.
- C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.
- D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- E. Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Work under this Agreement who are brought onto or involved in the Work by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the OCFA for review.
- F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

#### 6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property

or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, Contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

# 7. RECORDS AND REPORTS

#### 7.1 Reports.

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

### 7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

#### 7.3 Ownership of Documents.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, all drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim

for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

# 7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

### 8. ENFORCEMENT OF AGREEMENT

#### 8.1 California Law.

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

### 8.2 Waiver.

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

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

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

#### 8.4 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for

any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

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

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

#### 8.6 Termination for Default of Contractor.

- A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.
- B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCFA may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCFA may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCFA as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any OCFA right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCFA's right to terminate this Agreement without cause pursuant to Section 8.5.
- C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA as previously stated. The withholding or

failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

#### 8.7 <u>Attorneys' Fees.</u>

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

#### 9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

#### 9.1 Non-Liability of OCFA Officers and Employees.

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

#### 9.2 Covenant Against Discrimination.

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

#### 10. MISCELLANEOUS PROVISIONS

#### 10.1 Notice.

Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA:

Orange County Fire Authority

Attention: Steve Klein 1 Fire Authority Road Irvine, CA 92602

To Contractor:

Pro-Craft Construction, Inc.

Attention: Travis Burton

500 Iowa St.

Redlands, CA 92373

#### 10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

#### 10.3 Severability.

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

#### 10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

#### 10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

#### 10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

#### 10.7 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

#### 10.8 Non-Exclusive Agreement.

Contractor acknowledges that OCFA may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that OCFA may have its own employees perform services similar to the services that are the subject of this Agreement.

#### 10.9 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

	"OCFA" ORANGE COUNTY FIRE AUTHORITY
Date:	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: September 16, 2021	
	"CONTRACTOR"
	PRO-CRAFT CONSTRUCTION, INC.
Date: 9/15/202/	By:  Timothy McFayden CEO/SEC
Date: 9/15/2021	By: Leslie Kussman Service Manager

#### **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 ofSan Ber	nardino)	)
On 9/15/2021	before me, _	Jessica Reed, Notary Public  (insert name and title of the officer)
personally appearedTim	nothy McFayden	
subscribed to the within ins his/her/their authorized cap person(s), or the entity upo	trument and acknowl acity( <del>ics)</del> , and that by n behalf of which the F PERJURY under th	evidence to be the person(s) whose name(s) is/are viedged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.  The laws of the State of California that the foregoing
WITNESS my hand and off	icial seal.	JESSICA REED Notary Public - California San Bernardino County Commission # 2371562 My Comm. Expires Aug 19, 2025
Signature		_ (Seal)

#### **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 San Bernardino	)
On 9/15/2021 before	e me, Jessica Reed, Notary Public (insert name and title of the officer)
personally appeared Leslie Kussman	
subscribed to the within instrument and achis/her/their authorized capacity(ies), and person(s), or the entity upon behalf of whi	ctory evidence to be the person(s) whose name(s) is/are cknowledged to me that he/she/they executed the same in I that by his/her/their signature(s) on the instrument the ich the person(s) acted, executed the instrument.
paragraph is true and correct.	under the laws of the State of California that the foregoing
WITNESS my hand and official seal.	JESSICA REED  Notary Public - California San Bernardino County Commission # 2371562 My Comm. Expires Aug 19, 2025
Signature	(Seal)

#### EXHIBIT "A"



Orange County Fire Authority RFP No. RO2501

#### **TABLE OF CONTENTS**

- 1) Transmittal Letter
- 2) Firm's Detailed Information | Appendix A
- 3) Relevant Experience
- 4) Proposal Questionnaire | Appendix C
- 5) List of References | Appendix B
- 6) Proposed Individual's Resume for Services
- 7) Offer / Cost Proposal | Appendix D & Appendix E
- 8) W-9
- 9) Party Participant and Agent Disclosure Forms | Appendix F
- 10) Contractor's Licensing Statement | Appendix G
- 11) List of Subcontractors | Appendix H
- 12) Certification of Non-Discrimination by Contractors | Appendix I
- 13) Debarment and Suspension Certification | Appendix J
- 14) Prevailing Wage Certification | Appendix K
- 15) Worker's Compensation Insurance Certification | Appendix L



July 14, 2021 Orange County Fire Authority **RFP No. R02501** 

#### Transmittal Letter Statement of Experience and Qualifications

Pro-Craft has 17+ years of experience successfully completing public works construction projects up to \$18 million dollars and we continue to prove we can effectively service numerous public clients, with their maintenance and service needs. Our Commercial Service Department acts as an extension of the existing team, filing in and serving the client where needed.

Issued on 12/20/1984 with a current expiration date of 2/28/2023, Pro-Craft proudly holds seven Contractor's License classes. In turn, the client benefits by not having to pay multiple subcontractors. This is of significate value to our clients, by reducing cost, increasing value, and streamlining operations. Pro-Craft's Service Department offers a start to finish solution for any emergency our clients may have.

- 1. C36 Plumbing
- 3. B General Building
- 5. C42 Sanitation System
- 7. C16 Fire Protection
- 2. C34 Pipeline
- 4. A General Engineering
- 6. C-2 Insulation and Acoustical

As a C-36 Plumbing Contractor we provide a means for a supply of safe water, ample in volume and of suitable temperature for the purpose of intended and proper disposal of fluid waste from the premises in all structures and fixed works. Pro-Craft meets the requirements with our knowledge, experience, and skilled tradesman.

- (a) Construction and connection of on-site waste disposal systems.

  <u>Recent Project Experience:</u> University of California Riverside Sewer Repair; John Wayne Airport Sewer Ejector Pump Replacement.
- (b) Piping storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose.

  Recent Project Experience: City of Redlands Fleet Services Sewer Vent Replacement; Rialto USD Central Kitchen Steam Vent Replacement.
- (c) All gas appliances, flues, and gas connections for all systems.

  <u>Recent Project Experience:</u> Orange County Sanitation District Water Heater Replacement(s); Metropolitan Water District Kitchen Equipment Installation.
- (d) Water and gas piping from the property owner's side of the utility meter.

  <u>Recent Project Experience:</u> Madison Elementary School Abandoned Gas Line Reconnection; Rancho Cucamonga Fire District Gas Leak
  Detection & Repair at Training Center; Cerritos College Transite Line Repair.
- (e) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section. Recent Project Experience: Newport Beach Medical Clinic Plumbing Improvements; Teledyne Battery CPVC Pipe Leak Repair.
- (f) The maintenance and replacement of all items described above and all health and safety devices.

  Recent Project Experience: Kucera Middle School Backflow Replacement for existing Fire Supply; Rialto USD Central Kitchen Earthquake Valve Leak Repair; LA DOT Backflow Certification(s); IEHP Community Resources Backflow Repair; Cal Baptist University Sump Pump Preventative Maintenance.

Pursuant to SB854, and Labor Code Section 1725.5, Pro-Craft is registered with the Department of Industrial Relations; our DIR Registration Number is 1000001106.

Pro-Craft prides itself on the ability to communicate with a variety of project owners in a collaborative manner to provide the best solution for the client, and that is why we continue to work with most of the same clients as we had since day one. This is evidence that Pro-Craft's approach for managing and communicating has proven successful.

Pro-Craft was founded by Timothy and Susan McFayden and incorporated in 2006. Pro-Craft started out doing small plumbing and site utility service projects for various private and public owners. Over the years Pro-Craft has grown strategically in the construction and service industry for plumbing and site utilities. Currently Pro-Craft has a staff of 184 employees ranging from positions of Project Managers to brand new apprentices, all are at the service department's disposal. Pro-Craft has the capacity to accommodate and perform successfully, if awarded this Plumbing Maintenance and Repair Services contract for the complete term proposed, without interruption of any future or potential commitments.

Although Tim and Susan are still very hands on with the day-to-day operations of Pro-Craft, Travis Burton Sr. Estimator will be your point of contact for all preconstruction communication, you may contact him at <a href="mailto:estimating@procraftci.com">estimating@procraftci.com</a>. Please contact our references for yourself and see the reputation Pro-Craft has in the industry.

Sincerely,

Timothy McFayden, CEO/SEC Pro-Craft Construction, Inc.



July 14, 2021 Orange County Fire Authority **RFP No. R02501** 

#### Firm's Detailed Information

#### Office Locations

Main Office & Dispatch Center Pro-Craft Construction, Inc. 500 Iowa St., Redlands CA 92373

San Fernado Location Pro-Craft Construction, Inc. 444 S. Brand Blvd. #202, San Fernado CA 91340

Pro-Craft Construction Staffing and Key Personnel

a. Staffing:

Pro-Craft Construction has 184 employees that are all at the services department's disposal with more than 100 skilled and trained field personal experienced in plumbing and site utilities. Pro-Craft has the capacity to quickly scale with additional personnel to accommodate an expedited project schedule. Pro-Craft currently has a staff of around 184 employees ranging from positions of Project Managers to brand new apprentices and all are at the service department's disposal.

b. Subcontractors:

Pro-Craft currently holds seven (7) Contractor's License classes, and the clients benefits by not having to pay multiple subcontractors. Pro-Craft's Commercial Service department offers a start to finish solution for any emergency that our customers may have, and we do not expect to need any subcontractors.

Pro-Craft provides similar plumbing maintenance and repair services to approximately 18 Clients currently.

- City of Anaheim
- City of Banning
- City of Los Angeles
- City of Palm Desert Parks & Landscape
- City of Redlands
- County of San Bernardino
- City of Santa Ana
- Hemet Unified School District
- Inland Empire Health
- Inland Empire Job Corps
- John Wayne Airport
- Judicial Council of California
- Ontario-Montclair School District
- Orange County Public Works
- Orange County Sanitation District
- Rialto Unified School District
- ❖ Val Verde Unified School District
- Yucaipa-Calimesa Joint Unified School District

Appendix A - Following

#### 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 if by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

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

and accepted and that, if awarded, will enter into a contr	act with the Grange County	The Additionty.
Business Legal Name:		
Pro-Craft Construction Inc.		
Business Parent or Ownership:		4
Address:		
500 Iowa Street, Redlands CA 92373		
Business Telephone No.	Business Fax No.	
909.790.5222	909.797.2812	
Business Tax I.D. Number:	CSLB License Number:	DIR Registration Number:
20-4110686	467234	1000001106
Legal form of company: (partnership, corporation, joint venture)		
California Domestic Corporation		
Length of time your business has been in business: 15 years	Length of time at current location: 2 years	
Number of employees and Number of Current Clients		
184 Employees   xx Current Clients		
Management person responsible for direct conta		nty Fire Authority and

service required for this Request for Proposal (RFP)

Name: Travis Burton	Title: Senior Estimator
Telephone No.: 909.790.5222 ext.124	E-mail: estimating@procraftci.com

Person responsible for the day-to-day servicing of the account:

Name: Leslie Kussman	Service Manager
Telephone No.:	E-mail:
909.790.5222 ext. 145	lkussman@procraftci.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).





#### **Company Information**

Address:

500 Iowa Street

Phone: (909)790-5222

Redlands, CA 92373

(909)797-2812 Fax:

Email:

estimating@procraftci.com

Officers:

Timothy McFayden, CEO/SEC

Susan McFayden, CFO

Contractors License #: 467234 Exp. 2/28/2023

Classifications: C36, C34, B, A, C42, C2, C16

Date Established:

7/14/2003

Incorportion Date: 1/01/2006

DIR: 1000001106 Exp. 6/30/2023

Dun & Bradstreet #: 15-510-1806

Federal Tax ID #:

20-4110686

State Tax ID #: 232-69749

Bonding Capacity:

\$25MM Single

\$75MM Aggregate

SBE: SB-PW-Certification ID# 2001361

Pro-Craft Construction, Inc. specializes in On & Off Site Utilities, Plumbing, Hydronic Piping, General Engineering, Earthwork, Plumbing Services and Fire Protection

#### **Mission Statement**

To continuously provide the highes quality of service and craftsmanship in the marketplace; supported with honesty, integrity, professionalism and a sense of urgency, so as to build long term relationships with every client and associate.

To provide a source of educational training for every employee within our organization to enable self-improvement, growth & advancement.

Support local community programs that benefit children through education and self-achievement. Strive to be worthy of the "Signature of Quality" motto.

#### Signature of Quality

Pro-Craft Construction, Inc. has a multi-layer quality control program to live up to our CEO's strict Guidelines for fulfilling the "Signature of Quality" motto. We strive to achieve excellence at every task presented, while taking into consideration our customer's requirements and all uniform standard codes and specifications. These standards are upheld by employee training, foreman accountability, superintendent inspections, and above all the CEO's review and approval.



#### CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



License Number 467234

Erety CORP

BUSINESS Harme PRO - CRAFT CONSTRUCTION INC

Classification(s) C36 C34 B A C42 C-2 C16

Expiration Crate 02/28/2023

www.cslb.ca.gov

# State of California Department of Industrial Relations

# Public Works Contractor Registration Search

Note: Search results will display all of the public works contractor registrations, both current and expired. Make sure a proper registration fiscal year is selected when performing a search. Enter at least one criteria to display registered public works contractor(s) matching your selections.

Input Label			From Date:(mm/dd/yyyy)		To Date:(mm/dd/yyyy)	
1000001106			mm / dd / yyyy		mm/dd/yyyy	'n
County			City			
Search Reset						
Crafts (Select all that apply)	Registrations				Showing Page 1 of 1	ge 1 of 1 Previous No
☐ Asbestos	Search Results: 1 found					
Boilermaker-Blacksmith     Bricklayer/ Brick Tender	Print PDF 🖨 Export 🚣				JPK .	Add all to my list My List (1
Carpenter.     Carpenter .     Carpenter .	B PRO-CRAFT CONSTRUCTION, INC.	UCTION, INC.			View Details	View Details 🖺 Remove from My List
Cement Mason	Detail:			Registration History		
to the second	Registration Number:	1000001106		Effective Date	Expiration Date	
Option (On Off Hamilton)	Status:	Active 467734		7/1/2020	6/30/2023	
Drywall Installer/Lather/Finisher	Legal Entity Type:	Corporation		7/1/2019	6/30/2020	
☐ Electrical Utility	Mailing Address:	500 Iowa Street REDLANDS		5/7/2018	6/30/2019	
□ Electrician		CA 92373		5/9/2017	6/30/2018	
☐ Elevator Constructor	Craft:	San bernarumo Plumber		6/9/2016	6/30/2017	
☐ Fleid Surveyor	Email:	tim@procraftci.com		6/9/2015	6/30/2016	
☐ General Building				8/29/2014	6/30/2015	
☐ General Engineering						
☐ Glazier	DBA					
<ul> <li>Inspector/Held Soils, Material Tester</li> </ul>	Name					
☐ Iron Worker	PRO-CRAFT CONSTRUCTION, INC.	UNC				
☐ Laborer						



#### Bid Proposal - Exhibit A

# State of California Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

PRO-CRAFT CONSTRUCTION, INC.

FILE NUMBER:

C2779992

FORMATION DATE:

01/01/2006

TYPE:

DOMESTIC CORPORATION

JURISDICTION:

CALIFORNIA

STATUS:

ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 06, 2020.

ALEX PADILLA Secretary of State



July 14, 2021 Orange County Fire Authority RFP No. R02501

**Relevant Experience** 



July 14, 2021 Orange County Fire Authority **RFP No. R02501** 

#### **Relevant Experience**

Client Name:

**Orange County Fire Authority** 

Description:

Plumbing Repair and Maintenance Services

Total Value:

Contract Term: 05/04/2017 - 5/31/2019 NTE \$35,000.00 Annually

Client Name:

**Orange County Sanitation District On-Call Plumbing Repair Services** 

Description:

Contract Term: 07/01/2020 - 06/30/2021

Total Value:

NTE \$95,000.00 Annually

Client Name:

City of Anaheim

Description:

As Needed Plumbing Services Contract Term: 10/01/2016 - 09/30/2021

Total Value:

NTE \$35,000.00

Client Name:

City of Santa Ana

Description:

**On-Call Plumbing Services** Contract Term: 10/1/2017 - 09/30/2022

Total Value:

Per Project / Service Work Order

Client Name:

City of Redlands

Description:

On-Call As Needed Plumbing Repairs

Contract Term: 07/01/2021 - 06/30/2022

Total Value:

NTE \$48,000.00 Annually

Client Name:

City of Palm Desert Parks and Landscape

Description:

On-Call Plumbing Services for Park and Landscape Facilities

Contract Term: 01/01/2021 - 06/30/2023

Total Value:

NTE \$40,000.00 Annually

Client Name:

Judicial Council of California

Description:

Plumbing Services for Fixture Assessment, Replacement, and/or Upgrade at Courthouse Facilities within

Los Angeles County

Contract Term: 05/14/2021 - 05/13/2024

Total Value:

Per Contracted Time & Material Rates



July 14, 2021 Orange County Fire Authority **RFP No. R02501** 

Proposal Questionnaire

Appendix C

Orange County Fire Authority

RFP No. RO2501

#### APPENDIX C - PROPOSAL QUESTIONNAIRE

In addition to the written proposal that demonstrates the Respondent's understanding of the RFP, each Respondent shall also provide the following information. Social media links, brochures, advertisements, or the like will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected.

- 1. Provide information that demonstrates the competence of your business to provide the plumbing maintenance and repair services as documented in the RFP.
- 2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting.
- 3. Provide information regarding your service area and describe any travel charges based on station locations as provided in Attachment A.
- 4. Provide information on how services are scheduled (for both regular hour calls and after-hours/weekends/emergency calls). Include your on call response time following telephone notification and explain how service calls are received and handled. Also provide a description of any automated processes involved.
- 5. Provide information on how the quality of services are monitored. Include any checklists or other tracking methods to insure all services requested have been completed.
- 6. Please describe your warranty terms for repair, parts, and service.
- 7. Please provide information on the number of personnel available to provide requested services.
- 8. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.
- 9. State any exceptions to or deviations from the requirements of this RFP and the sample maintenance services agreement. For each exception and/or suggested change, the respondent must include:
  - a. The suggested change in the agreement and suggested rewording of the contractual obligations
  - b. Reasons for submitting the proposed exception or change



July 14, 2021 Orange County Fire Authority **RFP No. R02501** 

# Proposal Questionnaire Appendix C Response Submission

- 1. Pro-Craft has provided repair services to public entities for 18years, since 2003. We are capable of dispatching service technicians anytime, 24/7.
- 2. Pro-Craft is completely familiar with Fire Stations and the rules / regulations that correspond to residential set up. Our experience includes Fire Training Centers, as well as completing several new Fire Stations from the Ground Up.
- 3. Our service area is approximately a 100-mile radius from Redlands, California. With close to 200 employees and numerous jobsites within the 100-mile radius, Pro-Craft can dispatch the closest employee to the location requiring service in any emergency. Travel time is charged accordingly and required by state law. Service calls that can be scheduled the following day, will be arranged as "first thing in the morning"; this way no travel time will be charged. Travel time for mid-day service is from last job of the technician's day to the new job location. Typical arrival time is less than an hour.
- 4. 24 hour/7 days a week emergency on-call service with a dedicated telephone number that is answered by a person, not a recording:

Pro-Craft Construction, Inc. 24-hour Emergency Number (833) 488-5222

Pro-Craft Construction, Inc. will respond within two (2) hours of university's call.

Pro-Craft Construction, Inc. protocol for call-in of emergency work:

- Service Coordinator answers 24-hour Emergency line. Notes all relevant information given by Client (emergency issue, location, site contact, etc.).
- Notification of Emergency Call is elevated to Pro-Craft's Dispatch & Labor Compliance Department.
- Dispatch assigns Emergency Call to Service Tech Team Member best suitable to complete.
- Emergency call added to Pro-Craft's companywide ERP System that links all aspects of our Company.
- Client is notified Service Tech is in route.

Our priority is you. No project is too small.

We troubleshoot any issue until we detect the root cause: water leaks, backflow repair, fixture replacement, it doesn't matter. We find ourselves on a never-ending quest towards fixture replacement, it doesn't matter. We find ourselves on a never-ending quest towards perfection – on every single project, every single time. Our Team understands that we are building the future, that is why we offer our 24/7 Emergency Service Line. Our dedication to you and the safety of your building means we will be at your side at a moment's notice, ready and willing to tackle any problem there is to overcome. We eat, sleep and breathe safety, it's just what we do.

- 24-hour Emergency Service gives you access to our incredible Team at any time.
- We act as an addition to your existing team, filling in and serving you where needed.



July 14, 2021 Orange County Fire Authority **RFP No. R02501** 

# Proposal Questionnaire Appendix C Response Submission Continued

- 5. Pro-Craft has a long history of successfully completing complex, as well as simple, public work projects of all sizes. To complete a high volume of projects, we have implemented a company-wide ERP system. This software links all aspects of our company from estimating, to accounting, to project management, and field staff. We use this system to communicate very quickly and effectively with the project team, including field personnel, through mobile devices. Plan Grid Project Management software is utilized to assign tasks (service calls) to field personnel where this task is updated with comments, photos, progress of completion, etc.
- 6. Pro-Craft offers the standard (1) One Year Warranty on parts and labor, from the date the service was provided.
- 7. Pro-Craft has over 100 employees at our disposal, at any given time.
- 8. Future year contract fee adjustments will be based on prevailing wage increases and payroll burden costs.
- 9. There are no exceptions to, or deviations from the requirements of this RFP.



July 14, 2021 Orange County Fire Authority RFP No. R02501

> **List of References** Appendix B

#### **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	Orange County Sanitation District
Contact Individual & Title	Lawrence Johnson, Facilities
E-mail/Telephone number	714.962.2411
Date of Project & Description of services provided including contract amount	7/1/2020 - 6/30/2021 On-Call Plumbing Repair Services \$95,000.00 Annually
Customer Agency Name	City of Anaheim
Contact Individual & Title	Jose Jimenez, Assoc. Project Planner
E-mail/Telephone number	714.765.4901
Date of Project & Description of services provided including contract amount	10/01/2016 - 9/30/2020 As Needed Plumbing Services \$35,000.00 Annually
Customer Agency Name	Orange County Fire Authority
Contact Individual & Title	Steve Klein, Facilities Maintenance Manager
E-mail/Telephone number	714.573.6475
Date of Project & Description of services provided including contract amount	4/27/2017 - 5/31/2020 Plumbing Maintenance and Repair Services \$55,000.00 Annually
Customer Agency Name	City of Santa Ana
Contact Individual & Title	Christian Alvarez, Parks Facilities Manager
E-mail/Telephone number	714.805.3591
Date of Project & Description of services provided including contract amount	10/1/2017 - 9/30/2020 On-Call Plumbing Services \$115,000.00 Annually
Customer Agency Name	County of San Bernardino
Contact Individual & Title	J.T. Banks, Project Manager II
E-mail/Telephone number	909.993.1684
Date of Project & Description of services provided including contract amount	2017 - 2018 Plumbing Services at Various Sites \$61,965.50



July 14, 2021 Orange County Fire Authority RFP No. R02501

**Proposed Individual's Resume for Services** 



### **Joseph Brunet**

Foreman & Plumber Service Technician

#### **EDUCATION & CERTIFICATIONS**

- Plumbers Local Union 582 Journeyman/ Apprentice Plumber
- Fullerton College AA Degree
- Katella High School
- OSHA HR
- CPR
- Orange County Backflow Tester
- Los Angeles County Backflow Tester
- Riverside County Backflow Tester
- San Bernardino Backflow Tester
- Competent Person Respirable Crystalline
- Silica
- NITC Plumber Certification
- NCCER Plumber
- Competent Person Trenching/Seil Classification

#### **PROFILE**

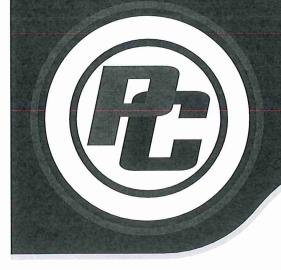
Joseph is a hard working and dedicated Foreman, who also acts as a Plumber Service Technician. As a Foreman at Pro-Craft, Joseph supervises Journeymen and Apprentices, along with his various other responsibilities like installation of all types of piping, service and repair, and much more. He has been working in the plumbing industry for over two decades, and has truly mastered the craft. His good attitude and strong work ethic are a huge asset to the Pro-Craft team.

#### **WORK EXPERIENCE**

Joseph boats an impressive 20+ years in the plumbing industry. As the owner of a plumbing company for over a decade, and a plummer foreman for the rest of his career, he has extensive experience in all aspects of plumbing.

#### **SKILLS**

Joseph's experience has allowed him to become proficient in a variety of skills. He is CPR certified, and is also certified in Backflow Testing. Overall, Joseph knows the ins and outs of plumbing down to the smallest detail, and is nimble and responsive to every issue that may arise on a jobsite.



#### **EDUCATION & CERTIFICATIONS**

- LA County Plumbing License
- Medical Piping Certification



# **Everett Trinidad**

Foreman & Service Technician

#### **PROFILE**

Everett is a hard working and experienced Foreman and Service Technician with an impressive 31 years of hands-on plumbing experience in commercial, industrial and institutional plumbing, hydronics, site utilities, and fire sprinkler work. He has extensive experience servicing public facilities, and his hard work and great attitude are what help drive his projects consistently to success.

#### **WORK EXPERIENCE**

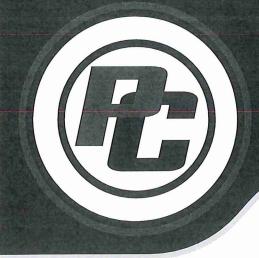
Everett boasts over 30 years working in plumbing, with 11 of them being a part of the Pro- Craft team. Everett has worked on various projects of drastically different sizes and severity, giving him a range of experience. He has extensive experience in medical pipe work, and has also worked on multiple educational facilities, mainly elementary schools and college campuses.

#### **SKILLS**

In addition to his experience with medical pipes, he also has his Medical Piping Certification, which makes him an impressive asset to any project in the medical field. Everett is nimble and a great problem solver, constantly on his toes and using his diverse experience to solve any and every problem that may arise on a jobsite.

#### PROJECTS & ACCOMPLISHMENTS

- Plumbing installed in a school in Pasadena California.
- Foreman and installer, also ran a job in Santa Monica for a private beach club.
- Elementary schools for Upland Unified School District.
- New construction foreman Chaffey Schools, Los Oso High School.
- Foreman for two other elementary schools one in Temecula and the other in Chino Hills.
- Mechanical piping for Boeing and North Grumn School re-pipe and new construction and Site Utilities.
- Hotels, medical hospitals, gas station fuel systems and strip malls.
- Medical plumbing and foreman for strip malls doing site plumbing.



## **Kristofer Jay**

Plumber Technician

#### **PROFILE**

Kristofer is an invaluable addition to the Pro-Craft team. A hard worker with a great attitude, Kristofer brings his nearly 15 years of experience to each project he works on. He is nimble, responsive and ready for any issue that may arise on the job.

#### **WORK EXPERIENCE**

Kristofer has 14 years of plumbing experience under his belt, and has worked on an incredible variety of different plumbing systems and projects. From gas lines to slab leaks, he has done it all, and continues to strive for excellence on every job site.

#### **SKILLS**

Kristofer is a hard worker with a great attitude that has been a huge asset to the Pro-Craft team. His proficiency in plumbing and gas line repair as well as extensive experience in slab leak repair make him a perfect fit for almost every jobsite. Kristofer is nimble and responsive, ready to handle any issue that may arise in the best way possible.



Our goal is to continuously provide the highest quality of service and craftsmanship in the marketplace; supported with honesty, integrity, professionalism, and a sense of urgency.

#### **OUR MISSION**

Founded on strong working relationships, our mission is to continuously provide the highest quality of services while also supporting and connecting with our local community programs.

#### **REDUCE DOWNTIME**

Our extremely qualified team streamlines the award process to expedite the execution of public projects, which ultimately reduces downtime.

#### **EMERGENCY SERVICES**

Our highly trained commercial service technicians provide 24-hour emergency services quickly and safely without sacrificing on quality.

#### **OUR CAPABILITIES**

- Plumbing
- & Mechanical
- 💥 Design Build
- ☆ General Engineering
- Underground Utilities
- Commercial Service
- ♠ Fire Protection

#### **DELIVERY OPTIONS**

**Direct Hire** 

**Fixed Pricing** 

Time and Material

Service Contract

**Unit Pricing** 

Forced Account

#### 24-HOUR EMERGENCY SERVICE 833-488-5222

WWW.PROCRAFTCI.COM

#### **SERVICES**

- ✓ Drain Service
- ✓ Video Inspection
- ✓ Leak Repair
- ✓ Water Heaters
- ✓ Booster Pumps
- ✓ Hydronic Systems
- ✓ Medical Gas
- ✓ Earthquake Valves
- ✓ PIV & FDC
- ✓ Detention Systems

- ✓ Hydro Jetting
- ✓ Sewer Lining
- ✓ Line Locating
- ✓ Boilers
- ✓ Acid Waste
- ✓ Chilled Water
- ✓ Compressed Air
- ✓ Fire Hydrants
- ✓ Backflows
- ✓ Lift Stations

### SPECIALTY SERVICES

- **✓** Excavation
- ✓ Demolition
- ✓ Concrete Patch
- ✓ Tile Patch
- ✓ Saw Cutting
- ✓ Asphalt Patch
- ✓ Drywall Patch
- Painting

#### SERVICE VAN CAPABILITIES

- ✓ Camera, Video, Location, & Recording Service Equipment.
- ✓ Hydro Jetting for all drain and sewer lines up to 4".
- ✓ Concrete Demolition Equipment.
- Drain Machines able to clear up to 6" Sewer Lines.
- ✓ Fully Self Contained Power Source IE: Gas Generator.
- √ 360 degrees of Exterior Lighting for Night and Remote Work.
- ✓ Pipe Threader, able to thread pipe up to 2"
- ✓ Utility Location Equipment, Able to locate Gas, Electrical "Edison," City Water and Sewer Mains.
- ✓ Trailer Jetting for Sewer Lines & Storm Drain Lines Up To 12".

#### AREAS SERVED

Los Angeles

Ventura County

Imperial County

Kern County

San Bernadino

Riverside

Orange County

San Diego

#### **TESTIMONIALS**

"Pro-Craft always responds quickly and does whatever is needed to assist us with top quality work. They are able to handle any size job that we have quickly and efficiently and are committed to our needs and schedules." -Doug Savage Maintenance Manager Yucaipa/ Calimesa JUSD

"Pro-Craft's understanding of the overall picture which includes the importance of customer service, budget restraints, code/safety requirements and program needs has been essential in Pro-Craft completing their jobs above my expectation." -Kenneth Paige M&O Supervisor III MVUSD



July 14, 2021 Orange County Fire Authority RFP No. R02501

> Offer / Cost Proposal Appendix D

#### APPENDIX D - PRICING PAGE

Please provide your proposal costs sheet and rates with Appendix - D Pricing Page in a separate sealed envelope or upload as the separate "Cost File" in the online bidding system.

**Proposal Costs -** The service charges information is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional costs outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said costs.

The following scenarios provide an example of some repairs that may be requested.

Please complete the tables below. Price includes any labor, supplies, and equipment needed to perform the services as specified. Include all markup and overhead. (Labor must be based on prevailing wage)

Plumbing Maintenance and Repair Services		
Item	Description	Total Cost
1	Replacement of standard height commercial elongated toilet. Labor rate \$ $\frac{155.00}{\text{HR x Number of Hours}} = \frac{3}{390.00}$ Materials cost	\$ 855.00
2	Garbage disposal replacement  Labor rate \$\frac{155.00}{} / HR x Number of Hours2  Materials cost \$\frac{170.00}{}	\$ 480.00
3	8" c.c. kitchen faucet replacement  Labor rate \$\frac{155.00}{\text{Materials cost}} / HR x Number of Hours \frac{2.5}{\text{395.00}}	\$ 782.50
4	50-gallon gas water heater replacement  Labor rate \$\frac{155.00}{} / HR x Number of Hours \frac{5}{}   Materials cost \$\frac{1,180.00}{} \]	\$ 1,955.00
5	100-gallon gas water heater replacement  Labor rate \$\frac{155.00}{} / HR x Number of Hours \frac{5}{} \qquad Materials cost \$\frac{3,070.00}{} \qquad \text{\$\frac{3,070.00}{} \qquad \text{\$\frac{3}{2}} \qquad	\$ 4,310.00
6	Replacement of 4" c.c. lav sink faucet  Labor rate \$\frac{155.00}{} / HR x Number of Hours \frac{2}{}   Materials cost \$\frac{290.00}{}	\$ 600.00

Orange	County	Fire	Autho	rity
Orange	County	IIIC	Autile	лиу

	Backflow Testing per device cost and rebuild per device:	
	A) 1 ½ line model #825Y and manufacture is Febco	
	Labor rate \$_155.00/HR x Number of Hours _2	
	Materials cost \$_120.00	
	B) 2 inch line model 975 Wilkins	
	Labor rate \$_155.00/HR x Number of Hours _2	
6	Materials cost \$_235.00	\$ 2,160.00
	C) 2 inch line model 825Y Febco	
	Labor rate \$_155.00/HR x Number of Hours _2	
	Materials cost \$_120.00	
	D) 6 inch line model 450DA Wilkins	
	Labor rate \$_155.00/HR x Number of Hours3	
	Materials cost \$_290.00	-
Please fill in the	additional pricing sections for additional consideration. Any re	uest for services

Please fill in the additional pricing sections for additional consideration. Any request for services estimated at \$5,000 or greater may require informal bidding and a one-time purchase order will be issued with department approval prior to start of work.

Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.		
Classification:		*
Service Technician	\$_155.00	_/Hour
Classification:		
	\$	_/Hour
Classification:		
	\$	_/Hour

\$_189.00/Hour			
\$ /Hour			
\$ /Hour			
\$ 620.00			
\$ 310.00			
\$ 155.00			
0 % Backup will be provided.			
conditions of the proposal to other public agencies: Yes No _X Offeror's response to this question will not be considered in award of contract. When the offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts.  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.  No pricing adjustment will be allowed in the first year of the contract.  Provide what factors will be considered for pricing in subsequent contract years, if applicable (i.e. Consumer Price Index).			
and at no time in case of successful			

#### APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to RFP RO2501 – Plumbing Maintenance and Repair Services, 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.

Pro-Craft Construction Inc.			
Name of Firm			
500 Iowa Street			
Address Redlands	CA	923	373
City	State	Zi	р
///w/i/		7/14/2021	
Signature Person Authorized to Sign		Date	
Timothy McFayden		CEO / SEC	
Printed Name		Title	



July 14, 2021 Orange County Fire Authority RFP No. R02501

W-9 Form

(Rev. October 2018)
Department of the Treasury

### Request for Taxpayer Identification Number and Certification

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

Internal	Hevenue Service Go to www.irs.gov/Formw9 for inst	tructions and the late	est information.					
	1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank. Pro-Craft Construction, Inc.							
on page 3.	2 Business name/disregarded entity name, if different from above							
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes.  Individual/sole proprietor or C Corporation S S Corporation Partnership			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
ons	single-member LLC			Exempt payee code (if any)				
Print or type. See Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnersi  Note: Check the appropriate box in the line above for the tax classification of the single-member own LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the own another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner.			Do not check Exemption from FATCA reporting of the LLC is				
Sec	Other (see Instructions) ▶		(Applies to accounts maintained outside the U.S.)					
See S	5 Address (number, street, and apt. or sulte no.) See Instructions.  Flequester's name a			and address (optional)				
	6 City, state, and ZIP code Redlands, CA 92373							
	7 List account number(s) here (optional)		L					
Part	Taxpayer Identification Number (TIN)		1					
Enter y	our TIN in the appropriate box, The TIN provided must match the name	e given on line 1 to av		curity number				
resider	o withholding. For individuals, this is generally your social security num at allen, sole proprietor, or disregarded entity, see the instructions for P s, it is your employer identification number (EIN). If you do not have a number	Part I, later, For other	1 1 1					
	f the account is in more than one name, see the instructions for line 1.	Also see What Name		Identification number				
	er To Give the Requester for guidelines on whose number to enter.			4 1 1 0 6 9 6				
			20	- 4 1 1 0 6 8 6				
Part								
1. The 2. I am Serv	Under penalties of perjury, I certify that:  I. The number shown on this form is my correct taxpayer identification number (or I am walting for a number to be issued to me); and  I. 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							
	a U.S. citizen or other U.S. person (defined below); and							
	FATCA code(s) entered on this form (if any) indicating that I am exempt							
you hav acquisit other th	eation instructions. You must cross out item 2 above if you have been not be falled to report all interest and dividends on your tax return. For real esta- tion or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, but	ate transactions, Item 2 ons to an Individual retire	does not apply. Fo	r mortgage interest paid, (IRA), and generally, payments				
Sign Here	Signature of U.S. person ► Timothy Mo	cFayden r	Date ▶ 07/14/2	2021				
Gen	eral Instructions	<ul> <li>Form 1099-DIV (div funds)</li> </ul>	vidends, including	those from stocks or mutual				
noted.	references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)						
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ey were published, go to www.irs.gov/FormW9.	<ul> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> </ul>						
Purn	ose of Form	Form 1099-S (proceeds from real estate transactions)     Form 1099-K (merchant card and third party network transactions)						
An Individual or entity (Form W-9 requester) who is required to file an		<ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest),</li> </ul>						
dentific	ntion return with the IRS must obtain your correct taxpayer cation number (TIN) which may be your social security number	1098-T (tuition) • Form 1099-C (canceled debt)						
(SSN), Individual taxpayer identification number (ITIN), adoption axpayer 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		<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>						
		Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.						
eturns include, but are not limited to, the following. Form 1099-INT (interest earned or paid)		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.

• Form 1099-INT (interest earned or pald)



July 14, 2021 Orange County Fire Authority RFP No. R02501

> **Party Participant and Agent Disclosure Forms** Appendix F

RFP No. RO2501

#### **APPENDIX F**

#### PARTY AND PARTICIPANT DISCLOSURE FORMS

(SEE FOLLOWING PAGES)

RFP No. RO2501

### ORANGE COUNTY FIRE AUTHORITY PARTY DISCLOSURE

The attached <u>Party Disclosure Form</u> must be completed and submitted by the offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 12 of this solicitation.

The <u>Participant Disclosure Form</u> 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/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

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

- E. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
- F. To determine whether a campaign contribution of more than \$250 has been made by you,

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

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# ORANGE COUNTY FIRE AUTHORITY PARTY DISCLOSURE FORM

Party's Name: Not Applicable
Party's Address:
Party's Telephone:
Solicitation Title and Number:
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: 14 ao 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) 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: None
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):

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

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

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

#### **IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

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

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

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

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

#### AND

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

RFP No. RO2501

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

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

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### ORANGE COUNTY FIRE AUTHORITY PARTICIPANT DISCLOSURE FORM

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

Prime's Business Name: Not applicable.
Party's Name:
Party's Address:
Party's Telephone:
Solicitation Title and Number: 402501
Date: 7 14 2021
Signature of Party and/or Agent
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 Dorty).
Date(s):
Amount(s):

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### 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 Tettemer, 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



July 14, 2021 Orange County Fire Authority **RFP No. R02501** 

Contractor's Licensing Statement

Appendix G

RFP No. RO2501

#### APPENDIX G

#### **CONTRACTOR'S LICENSING STATEMENT**

The undersigned certifies that the Contractor is licensed in accordance with the laws of the State of California. The successful Contractor and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Provide additional contractor's license details if applicable.

Contractor's License No. 467234	C36, C34, B, A,  Class <u>C42, C-2, C16</u> Expiration <u>02/28/2023</u>					
Department of Industrial Relations (DIR) # 1000001105						
Name of Individual Contractor Pro-Craft Con	struction Inc.					
Signature of Owner						
Business Address 500 Iowa St., Redlands	CA 92373					
If the contractor operates under a partnership p	provide the name of the firm, name, title and address below.					
Name of Firm						
Business Address						
Name	Title					
Address						
Name	Title					
Address						
If the contractor operates under a corporation, provide the name and address below in addition to the a signatures of the President and Secretary.						
Name of Corporation Pro-Craft Construction Inc.						
Business Address 500 Iowa St., Redlands CA 92373						
Corporation organized under the laws of the State of California						
Muns/	Signature of the Corporation President Signature of the Corporation Secretary					
7/14/2021						



July 14, 2021 Orange County Fire Authority RFP No. R02501

> **List of Subcontractors** Appendix H

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#### APPENDIX H

#### LIST OF SUBCONTRACTORS

Contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the contractor in or about the work in an amount in excess of one-half of one percent (0.5%) of contractor's total bid and the kind of work that each will perform. Furthermore, contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., if contractor fails to list as to any portion of work, or if contractor lists more than one subcontractor to perform the same portion of work (i.e. contractor must indicate what portion of the work each subcontractor will perform), contractor must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and contractor intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, contractor must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of contractor'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. contractors 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.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the work of this project. 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 contractors total bid.

specifications in the amount give	sator than one half of one percent (10070) of the comment
Subcontractor Name None	Location
Portion of Work/Trade	
Bid Amount	
Contractor's License Number	DIR Number
Subcontractor Name	Location
Portion of Work/Trade	
Bid Amount	
	DIR Number



July 14, 2021 Orange County Fire Authority **RFP No. R02501** 

Certification of Non-Discrimination by Contractors

Appendix I

RFP No. RO2501

#### APPENDIX I

#### CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

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.

The business listed below 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.

We agree specifically:

- 1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
- 2. To communicate this policy to all persons concerned, including all business employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
- 3. To take affirmative steps to hire minority employees within the company.

Business Name Pro-Craft Construction Inc.
Signature  Printed Name/Title of Business Representative Timothy McFayden, CEO / SEC
Timed Name, File of Edemoco Representative
Date 7 14 2021
Please include any additional information available regarding equal opportunity employment programs now in effect within your company.



July 14, 2021 Orange County Fire Authority **RFP No. R02501** 

Debarment and Suspension Certification

Appendix J

RFP No. RO2501

#### APPENDIX J

#### DEBARMENT AND SUSPENSION CERTIFICATION

#### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Contractor, 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:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- 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.

If there are any exceptions to this certification, insert the exceptions in the following space.					
Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.					
Note: Providing false information may result in criminal prosecution or administrative sanctions.					
Business Name Pro-Craft Construction, Inc.					
Signature //					
Printed Name/Title of Business Representative Timothy McFayden, CEO / SEC					
Date 7 14 2021					



July 14, 2021 Orange County Fire Authority **RFP No. R02501** 

Prevailing Wage Certification

Appendix K

RFP No. RO2501

#### APPENDIX K

#### PREVAILING WAGE CERTIFICATION

#### **RFP RO2501**

Plumbing Maintenance and Repair Services

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.

Date	7 14/2021
Legal Name of	Contractor Pro-Craft Construction, Inc.
Signature	
Print Name	Timothy McFayden
Title	CEO / SEC



July 14, 2021 Orange County Fire Authority **RFP No. R02501** 

Worker's Compensation Insurance Certification

Appendix L

RFP No. RO2501

#### APPENDIX L

#### WORKER'S COMPENSATION INSURANCE CERTIFICATION

#### **RFP RO2501**

Plumbing Maintenance and Repair Services

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. 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.

	- 1 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Date	7/14/2021
Legal Name of	Contractor Pro-Craft Construction, Inc.
Signature	Marie
Print Name	Timothy McFayden
Title	CEO / SEC

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)



- 1. Timothy McFayden-CEO/SEC Susan McFayden-CFO 500 Iowa Street Redlands, CA 92373 909-790-5222
- 2. Never filed bankruptcy \*\* See Attached\*\*
- 3. \*\*See Attached\*\*
- 4. None
- 5. None
- 6. None
- 7. None
- 8. None
- 9. \*\*See Attached\*\*

#### 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:
- Provide the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal.
- Provide all current and prior DBA's, aliases, and fictitious business names for any principal having an interest in this proposal.
- 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.
- 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.
- 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.
- 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;
- 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.
- 9. Please submit an attachment detailing the following information about all current projects:
  - a) Project Name
  - b) Description of Bidder's Work
  - c) Completion Date
  - d) Project Cost

919

Dotriet



September 13, 2021

**Orange County Fire Authority** 

**RE: Bankruptcy** 

To Whom It May Concern:

Pro-Craft Construction, Inc is very healthy financially. Since established in July 2003, Pro-Craft Construction, Inc. is very proud of the fact that we have never filed for bankruptcy.

If you have any questions or concerns regarding this, please feel free to contact our office at 909-790-5222 or email us at <a href="mailto:estimating@procraftci.com">estimating@procraftci.com</a>.

Sincerely,

Pro-Craft Construction, Inc.

Timothy McFayden, CEO/SEC



September 13, 2021

Orange County Fire Authority

**Re:** Other Names Used

Aliases and Other Licenses Used:

Pro-Craft Plumbing Company, Inc. (Corp.)

License #:467234 Dates: 2006 - 2010

ProCraft Plumbing Company (Sole Prop)

License #: 467234 Dates: 2003 – 2006

A-Mac's Plumbing (Sole Prop)

License # 467234 Dates: 1984 – 1999

A-Mac's Plumbing, Inc. (Corporation)

License # 418922

Dates: March 1982 - June 1982

Held Fred & Son, Inc. (Corporation)

License # 107793

Dates: Nov 1978 - December 1982

Timothy McFayden, CEO / SEC

#### 21000 Service - Master Projects

Job#	Client	Contact Information	Exp Date	Per Project	TOTAL SUM
20011	Bear Springs Hotel	27959 Highland Avenue, Highland, CA		Per Project	Per Project
20014	E2DI	120 W. Lime Avenue, Monrovia, CA		Per Project T & M	Per Project T&M
20055	Ontario Montclair SD	950 W. D Street, Ontario, CA	6/30/2025		47,000
20061	OC Public Works	601 N. Ross Street, Santa Ana, CA	7/10/2023		60,000
20062	OC Sanitation District	10844 Ellis Avenue, Fountain Valley, CA	6/30/2021	Open PO	95,000
	OC Sanitation District	10844 Ellis Avenue, Fountain Valley, CA	6/30/2022	OpenPO	95,000
20064	Saddleback Valley USD	25631 Peter A. Hartman Way, Mission Viejo, CA		Per Project Quote PO	Quote
20071	Rialto USD	182 E. Walnut Avenut, Rialto, CA	6/30/2021	Per Project T&M	80,000
20072	IDR Demolition	4938 E. La Palma Ave., Anaheim, CA		Per Project T&M	Quote
20073	OCPW & John Wayne Airport	John Wayne Airport, Eddie Martin Admin. Bldg. 3160 Airv	6/10/2023	Invoice T&M	
					600,000 &
					200,000 annually
20084	City of Anaheim	200 South Anaheim Blvd., Anaheim, CA	9/30/2021	Invoice Per Labor Rates	35,000
20087	Fullerton JUHSD	1051 W. Bastanchury Rd, Fullerton, CA	Jun-20	Per Unit Bid	
20090	City of Redlands	35 Cajon St., Suite 20, Redlands, CA	6/30/2021	Per T&M	29,999
20092	Corona-Norco USD	2820 Clark Avenue, Norco, CA		Per Project Quote & PO	Quote
20096	City of LA	200 N. Springs St., Los Angeles, CA	11/3/2021	Per Project	1,000,000.00
20103	City of Palm Desert Park and Landscape	74-705 42nd Avenue, 92260	6/30/2023	Per Project T&M	40,000
20115	City of Santa Ana	20 Civic Center Plaza, Santa, CA	9/30/22	Per Project Quote	Quote
20116	City of Banning	99 E. Ramsey, Banning, CA	6/30/2021	Per Project Quote	5000
21020	IEHP	10801 6th Street, #120, Rancho Cucamonga, CA	2/27/2022	T&M	\$25,000.00
21024	County of San Bernardino	825 E. Third St. San Bernardino, CA	3/31/2024		\$360,000.00
21045	Ontario-Montclair School District	950 West D Street, Ontario, CA	6/30/2022	T&M	E \$47,500k / Year
21059	Judicial Council of CA	455 Golden Gate Ave, 8th Floor, San Francisco, CA			
21065	City of Redlands	35 Cajon St., Suite 20, Redlands, CA	6/30/2022	Per T&M Rates	NTE \$48,000.00
21066	Val Verde Unified SD	975 West Morgan Street, Perris, CA	5/31/2022	Per Project 499 Limit	NTE \$20,000.00
21075	Rialto USD	182 E. Walnut Avenut, Rialto, CA	6/30/2022	Per Project T&M	NTE \$80,000.00
21080	Fallbrook Union Elementary SD	321 Iowa St, Fallbrook, CA	6/30/2022	Per T&M Rates	NTE 7500.00
21087	City of Banning	99 E. Ramsey, Banning, CA	6/30/2022		NTE \$2,500.00
21088	Yucaipa-Calimesa Joint USD	12797 Third St., Yucaipa, CA	6/30/2022	Per T&M Rates	\$20,000

	1				1
Job#	Client	Contact Information	Exp Date	Per Project	TOTAL SUM
21090	Fullerton Joint HSD As Needed	1051 W. Bastanchury Rd, Fullerton, CA	6/30/2022	Per T&M Rates	\$5,000.00
21999	Fontana USD As Needed	9680 Citrus Ave, Fontana, CA 92335	In process	Per T&M Rates	Pending
	<u> </u>	Non Master Agreement Contacts (OPEN Sp	 pecial Projects):		İ
20085	San Bernardino City USD	777 North F Street, San Bernardino, CA	İ	Districtwide Bottle Filler 1	install
	İ	İ	i		
			***************************************		



#### CERTIFICATE OF LIABILITY INSURANCE

9/13/2021

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).

this certificate does not comer rights to the certificate holder in fled of such endorsement(s).					
PRODUCER Patriot Risk & Insural	CONTACT NAME:				
2415 Campus Drive, Suite #200 Irvine, CA 92612		PHONE (A/C, No, Ext):	(949) 486-7900	FAX (A/C, No):	
		E-MAIL ADDRESS:			
			INSURER(S) AFFORDING COVE	RAGE	NAIC#
www.patrisk.com	0K07568	INSURER A: Libe	erty Mutual Fire Insurance C	Company	23035
INSURED		INSURER B: First Liberty Insurance Corporation 33588			33588
Pro-Craft Construction, Inc. 500 Iowa Street		INSURER C: Admiral Insurance Company		24856	
Redlands CA 92373		INSURER D:			
		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 63861376		REVISIO	N NUMBER:	

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.

	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	
Α	1	COMMERCIAL GENERAL LIABILITY	/	1	TB2-Z91-470434-011	5/1/2021	5/1/2022	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	1	Deductible \$5,000						MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
1		OTHER:							\$
В	AUT	TOMOBILE LIABILITY	/	/	AS6-Z91-470434-021	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	1	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	1	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
С	1	UMBRELLA LIAB ✓ OCCUR			BEX09603645-02	5/1/2021	5/1/2022	EACH OCCURRENCE	\$7,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$7,000,000
	1	DED RETENTION \$0							\$
Α		RKERS COMPENSATION EMPLOYERS' LIABILITY		/	WC2-Z91-470434-031	5/1/2021	5/1/2022	✓ PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE T/N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)		117.6					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
-									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: OCFA Plumbing Maintenance and Service - Various Locations / Agreement Number: 21999 OCFA, its officials, officers, employees, agents and volunteers are named as Additional Insured as respects to General Liability and Auto Liability per the endorsement attached. Coverage is Primary and Non-contributory Waiver of subrogation applies and in favor of Additional Insureds. \*30-day notice of cancellation / 10-days for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
Orange County Fire Authority a California Joint Powers Authority 1 Fire Authority Road	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Irvine CA 92602	Dave Jacobson

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: TB2-Z91-470434-011

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name of Person or Organization: OCFA, its officials, officers, employees, agents and volunteers		

(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 with respect to liability 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 service, 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.

POLICY NUMBER: TB2-Z91-470434-011

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name of Person or Organization: OCFA, its officials, officers, employees, agents and volunteers	
Location And Description of Completed Operations:	
Additional Premium:	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

63861376 | 21/22 GL/AU/UMB/WC | Wesley Wakely | 9/13/2021 10:47:16 AM (PDT) | Page 3 of 8 This certificate cancels and supersedes ALL previously issued certificates.

Pro-Craft Construction, Inc.

Policy Number TB2-Z91-470434-011

Issued by Liberty Mutual Fire Insurance Company

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### OTHER INSURANCE AMENDMENT - SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

#### **Schedule**

#### Name of Person(s) or Organization(s):

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

OCFA, its officials, officers, employees, agents and volunteers

POLICY NUMBER: TB2-Z91-470434-011

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Person Or Organization:	
OCFA, its officials, officers, employees, agents and volunteers	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

#### **Schedule**

#### Name of Person(s) or Organizations(s):

OCFA, its officials, officers, employees, agents and volunteers

#### **Regarding Designated Contract or Project:**

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

#### The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Name(s) Of Person(s) Or Organization(s):
OCFA, its officials, officers, employees, agents and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" 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 % of the California workers' compensation premium otherwise due on such remuneration.

#### **Schedule**

#### Person or Organization

**Job Description** 

OCFA, its officials, officers, employees, agents and volunteers

Issued by Liberty Mutual Fire Insurance Company

For attachment to Policy No.WC2-Z91-470434-031

Effective Date 5/1/2021

Premium \$

Issued to Pro-Craft Construction, Inc.

WC 04 03 06 Ed. 04/1984

Page 1 of 1



# **CONTRACTOR INFORMATION SHEET**

Contractor:		
Trade:		
Project:		
Service Manager:		
Contact Information		
Telephone #:	Ext:	Fax #:
Mobile Phone #:		
Email Address:		
Address:		
Project Superintendent:		
Contact Information		
Telephone #:	Ext:	Fax #:
Mobile Phone #:		
Email Address:		
Address:		
Emergency #:		
Accounting Receivable/Billing Contact:		
Contact Information		
Telephone #:	Ext:	Fax #:
Email Address:		
Accounting Payable/Supplier Releases:		
<b>Contact Information</b>		
Telephone #:	Ext:	Fax #:
Email Address:		

(Continued on Next Page)



# **CONTRACTOR INFORMATION SHEET**

Ext:	Fax #:	
Ext:	Fax #:	
Ext:	Fax #:	
	Ext:	

Remarks: If you need additional information, please give our office a call.

# **SCOPE OF WORK**

1248300.1

# **SECTION II: SCOPE OF WORK**

## 2.1 PROJECT BACKGROUND

#### 2.1.1 GENERAL INFORMATION

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of its headquarters and fire stations. The purpose of this Request for Proposals is to establish a contract for plumbing maintenance and repair services on an as needed basis. The successful contractor will provide plumbing maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair plumbing systems of OCFA's seventy-eight (78) fire stations and the RFOTC and US&R. The list of Fire Stations and addresses are provided as Attachment A.

#### 2.1.2 PROGRAM OBJECTIVES

The OCFA is seeking proposals from qualified contractors to provide plumbing maintenance and repair services for its headquarters located at 1 Fire Authority Road, Irvine, CA 92602, fire stations, and other properties on an as-needed basis.

The following is a partial list of items or issues that may need attention:

- All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or non-metallic pipe used inside property lines.
- All piping for water filters, water softeners, water meters and the setting of same.
- All cold, hot and circulating water lines piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, solar systems, display fountains, drinking fountains, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
- All water services from mains to buildings, including water meters and water meter foundations.
- Wall water mains from whatever source, including branches and fire hydrants, etc.
- All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc. This includes all storm drain piping inside property lines.
- All equipment in bath and washrooms, shower stalls, etc.
- All bathroom, toilet room, and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- All lawn sprinkler work, including piping, fitting, and lawn sprinkler heads.
- All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas equipment.
- All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
- All air piping of every description.
- All temporary piping of every description in connection with building and construction work, excavating and underground construction.
- The operating, maintenance, repairing, servicing and dismantling of all work installed by journeymen plumbers and/or pipe fitters.

Additional services other than those listed may be requested by OCFA Property Management during the contract term. Any additional services added to the contract are to be provided at the same time and material prices offered in the proposal.

Services not detailed in this scope, are not to be performed unless they are requested, provided a project number and authorized by OCFA. All additional work must be documented, signed by OCFA Property Management. Additional work is to be billed at the hourly rate provided in the proposal.

#### 2.2 MINIMUM QUALIFICATIONS, PREFERRED KNOWLEDGE, EXPERIENCE, SKILLS

The below list qualifications are required in order for offeror's proposal to be considered by OCFA.

- 2.2.1 Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing plumbing maintenance and repair services.
- 2.2.2 Contractor must possess a valid California C-36 Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
  - **2.2.2.1** The work required hereunder is based on the California Department of Consumer Affairs Contractors State License Board (CSLB). Any changes made by the CSLB automatically apply to the license classifications listed below.

Plumbing Work

## C-36 – Plumbing Contractor

A plumbing contractor provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. This classification includes but is not limited to:

- (a) Complete removal of waste from the premises or the construction and connection of on-site waste disposal systems;
- (b) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental, commercial and industrial uses;
- (c) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;
- (d) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;
- (e) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and
- (f) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventors, water conditioning equipment and regulating valves.
- **2.2.3** Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

Offerors must meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the submitted proposal to be eliminated from further consideration in the evaluation process.

## 2.3 GENERAL CONTRACTOR RESPONSIBILITIES

OCFA expects the selected contractor to provide a proposal with a detailed approach based on past experience and knowledge using the following information as guidance as to OCFA's expectations about the level of service that will be provided. The successful contractor will be responsible for providing all services as described in this provided Scope of Work (including but not limited to):

## 2.3.1 Performance Requirements:

- 2.3.1.1 Contractor must provide trained and experienced personnel. Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.
- **2.3.1.2** All work must be done per specifications, according to all applicable and acceptable industry standards as it relates to each trade, of the highest quality workmanship commensurate with the required work, and completed by the time required. Contractor personnel must wear uniforms, furnished by the Contractor with the Contractor's name and/or logo, and employee name at all times during the performance of the work at the RFOTC.
- **2.3.1.3** Contractor must provide their own telephones. The use of OCFA telephones and radios are prohibited except under emergency circumstances for medical aid, fire, or safety.
- 2.3.1.4 Contractor must furnish and maintain at its own expense, an adequate stock of materials/supplies, parts, all equipment and tools to perform the specified work and provide a timely service. All supplies, labor, vehicles and equipment must be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by OCFA.
- 2.3.1.5 Any additional work performed on an hourly basis, separate from the contract will require a daily time sheet signed by OCFA Property Management Facilities Manager or designated representative.
- **2.3.1.6** OCFA will not provide office or storage space for the Contractor's supplies, vehicles or equipment.

#### 2.3.2 Service Call Procedure:

- **2.3.2.1** Upon arrival at each site, the Contractor shall complete the following:
  - Sign in on the station log (at all fire stations)
  - Check in with the Station Captain, if available
  - Evaluate the specific materials and labor required to complete the repair
  - Develop an estimate of the expected costs (if possible)
  - Develop potential alternatives with costs, in the case of repair vs. replacement
  - Advise Property Management by telephone of the cost of repairs and other work PRIOR to proceeding with the work.
  - Contractor will proceed with work after authorization is received from Property Management
  - Complete all work in accordance with the estimate
- 2.3.2.2 Contractor must prepare service call report detailing the work performed, obtain the signature of the Station Captain on the report (if available), and leave a copy of the report at the site. That report must at least contain the following: Time of arrival, time of departure, brief summary of repair request, detailed summary of the work performed, summary of any additional work required or recommended.
- **2.3.2.3** Contractor must advise Property Management if any additional work is required and when the Contractor will return to perform the work.
- **2.3.2.4** If urgent repairs are needed, Contractor will advise Property Management, by telephone, with an estimate of repairs and other work prior to proceeding with the work.
- **2.3.2.5** Contractor must contact Property Mgmt. to obtain additional authorization when the repair work is expected to exceed the original estimate by more than 10%.

## 2.3.3 Service Requirements:

#### 2.3.3.1 General

- 2.3.3.1.1 Note that per the Business and Professions Code ss. 7059: "In no case shall the...[Contractor] whose classification constitutes less than a majority of the project [perform the project unless]...the performance of the work in the crafts or trades, other than in which [Contractor] is licensed, is incidental and supplemental to the performance of the work in the craft for which the [Contractor] is licensed....All work to be performed outside of [Contractor's] license specialty, except work authorized by [the aforementioned], shall be performed by a licensed subcontractor..."
- 2.3.3.1.2 Perform all work in accordance with the latest editions or addenda of the following applicable codes, standards and specifications.
- 2.3.3.1.3 Perform all work according to all applicable industry-standards and to the highest quality commensurate with the required work.
- 2.3.3.1.4 Ensure that all work is done only by experienced and professional personnel.
- 2.3.3.1.5 Provide everything necessary to complete the repairs and maintenance work including but not limited to labor, equipment, materials, consumables, etc.
- 2.3.3.1.6 Ensure that all work properly and neatly fits the adjacent existing materials.
- 2.3.3.1.7 Perform work according to any applicable manufacturer's specifications.
- 2.3.3.1.8 Provide a 24/7 call number for emergency repair work.
- 2.3.3.1.9 Respond in the time required.
- 2.3.3.1.10 Remove and properly dispose of any to-be-replaced materials.
- 2.3.3.1.11 Provide all documentation, altered diagrams, updated or new manuals, and the like within seven calendar days after the repairs have been affected. (as applicable)

## **2.3.3.2 Repairs**

- 2.3.3.2.1 Diagnose and recommend an appropriate solution to remedy the damage or defect according to all applicable manufacturers' specifications, Standard Specifications for Public Works Construction, and industry standard practices.
- 2.3.3.2.2 Provide an estimate of the repair costs at the hourly rates and materials amounts.
- 2.3.3.2.3 Make approved repairs as soon as possible, but only after department so authorizes.
- 2.3.3.2.4 Verify work has been completed properly and adjacent work is not affected.

#### 2.3.4 Subcontractors

- **2.3.4.1** The majority of the work as required herein and at the time the work is requested must be done by the awarded Contractor.
- **2.3.4.2** The work may not be subcontracted or sublet to another contractor unless the contractor has been listed on the Subcontractor List or a substitution of that contractor has been approved by Property Management in advance of any scheduled or actual work.
- **2.3.4.3** Subcontrator(s) must meet all insurance requirements of the prime contractor as listed on the Maintenance Services Agreement.

#### 2.3.5 Specialized Equipment

- **2.3.5.1** Provide all equipment necessary to facilitate the work required herein at Contractor's sole expense.
- **2.3.5.2** Provide the necessary safety equipment.
- **2.3.5.3** Ensure that you have accurately and completely determined the actual types of equipment well in advance of the work to be performed.

#### 2.3.6 Specific Work for Repairs

## 2.3.6.1 Repairing

2.3.6.1.1 Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.

- 2.3.6.1.2 Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
- 2.3.6.1.3 Coordinate the repairs and times with Property Management.

## 2.3.6.2 Reporting

- 2.3.6.2.1 Provide verbal reports to Property Management as necessary to facilitate the work required herein.
- 2.3.6.2.2 Provide written reports, along with warranties of installed products (outside of products provided by OCFA), to Property Management with the invoice for completed work, which must contain, but not limited to the following:
  - Location number/address serviced.
  - Facility generated Work Order(s)
  - Date and time Location was serviced.
  - Types of and Quantities materials used and/or replaced.
  - Potential Hazards at and around the Locations.
  - Proposed alternate products that are cost-effective, energy efficient, and or have environmental advantages.
  - Failure to provide the written report with the invoice will suspend any related payments by the number of days until the report is received.
  - Failure to complete the required replacements will suspend any related payments by the number of days until the work is received.

## 2.3.7 Specific Work for Preventative Maintenance

#### 2.3.7.1 Service Inspections

- 2.3.7.1.1 Tour all designated work areas with Property Management to review and document items requiring corrective action.
- 2.3.7.1.2 If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.
- 2.3.7.1.3 Make all required remedies to any work deficiencies as soon as practicably possible, but in no event greater than three business days after receipt of notification from OCFA.

#### 2.3.7.2 Replacing Materials

- 2.3.7.2.1 Replace materials only with same item as being replaced.
- 2.3.7.2.2 If alternative materials are being proposed, use the most energy-efficient, cost-effective, and replacements that have environmental advantages and that exhibit the same performance characteristics as the item being replaced. All such proposed replacements must be reviewed in advance of their replacements by Property Management prior to such replacements; then, only after approval will such replacements be permitted.
- 2.3.7.2.3 Dispose of any materials used in the course of completing scope of work properly, and in accordance to all governing agencies at contractor sole expense. This includes manifesting and chain of custody if required based on the nature of work being provided.

#### 2.3.8 Performance Hours:

All work must be coordinated with OCFA Property Management unless otherwise specified.

The Contractor must conduct the work at all times in a manner which will not interfere with normal OCFA operations.

## 2.3.9 Quality Control:

All items furnished must be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the OCFA. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the OCFA shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a manufacturer's warranty of at least twelve (12) months on workmanship, parts, and labor.

## 2.3.10 Damage or repair:

If any materials, equipment or other property contained in or constituting a part of an OCFA premise shall be damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

## 2.3.11 Safety:

- 2.3.11.1 Contractor, its employees, and agents must comply with all applicable health and safety requirements and procedures while performing services and exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.
- **2.3.11.2** Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.
- **2.3.11.3** SDS sheets (material safety data sheets) are to be provided on all products before they are brought on the premises. SDS shall be posted in each location the products are stored. All containers shall bear proper labels.
- **2.3.11.4** Contractor must outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.
- **2.3.11.5** Contractor shall must restrict access to the designated areas and parking spaces under the performance of the contract.
- **2.3.11.6** Contractor and its employees shall not enter areas of the facilities not specifically included in this specification for services.

#### 2.3.12 Warranties:

Contractor represents, warrants, and covenants that in connection with any services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such services; all equipment used in the performance of services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it will perform such services in compliance with all necessary and applicable permits and it has obtained or will obtain all permits necessary to perform the services; it possesses the professional and technical skills required to perform the services; no environmental enforcement actions have been brought or are likely to be brought against contractor that could have a material adverse effect on OCFA;

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and any agents or personnel employed by the contractor will meet the same standards as apply to contractor that could have a material adverse effect on OCFA.

#### 2.3.13 Additional Information:

This contract is for the maintenance and repair of existing items, equipment, and structures and does not include larger projects, new work or add-ons. Splitting costs on a single facility-generated work order, projects, or work to avoid this limitation is prohibited and subject Contract to immediate termination.

OCFA will invite Contractors to provide quotes for larger projects. Contractors may provide additional discounts at the time of the quote. Contractor with the lowest total responsive quote for a given job will be awarded that job. This process will be repeated for future work.

OCFA may choose to award jobs that are expected to be less than \$5,000 to Contractor any that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

The preceding dollar limitation applies only to ROUTINE requests and does not apply to EMERGENCY or URGENT requests; OCFA may choose to award EMERGENCY or URGENT jobs as is in OCFA's best interests.

The OCFA may also conduct regular performance reviews on a regular basis to evaluate the levels of service and quality provided.

Contract Coordinator: OCFA/Property Management Staff (714) 573-6470

## Contract Manager:

- Steve Klein, OCFA Facilities Manager, (714) 573-6475, cell (714) 720-6067 and email: steveklein@ocfa.org.
- David Nickols, OCFA Project Specialist, (714) 573-6479, davidnickols@ocfa.org

#### 2.4 OCFA RIGHTS AND RESPONSIBILITIES

OCFA will be responsible for.

- Providing all relevant policies, procedures, and expected conduct in either verbal and/or written format
- An OCFA representative will be designated to support the awarded contractor.
- The OCFA will be responsible for providing the Contractor with the specific information needed as it relates to the project.
- A project team made up of OCFA departmental representatives is available as necessary to answer questions and provide resources.

#### 2.5 SPECIAL TERMS AND CONDITIONS

Warranties: Contractor represents, warrants, and covenants that in connection with any Services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such Services; all equipment used in the performance of Services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such Services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such Services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governments; it possesses the professional and technical skills required to perform the

Services; and any agents or personnel employed by the Contractor will meet the same standards as apply to Contractor that could have a material adverse effect on OCFA.

**Repair or Damage:** If any materials, equipment, or other property contained in or constituting part of an OCFA premise is damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, the Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

**Safety:** Contractor, its employees, subcontractors, and agents shall comply with all applicable health and safety requirements and procedures while performing Services at the Premises. Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

**License and Regulations:** Contractor, at its expense, shall maintain all required licenses and permits, and all required amendments, extensions, supplements, and renewals in order to perform services throughout the term. Contractor shall provide OCFA with a copy of the license in good standing for the services performed.

**Independent Contractor:** Contractor and its employees are not employees of OCFA and are not entitled to any of the rights, benefits, or privileges of OCFA employees including, but not limited to, medical, unemployment, or workers' compensation insurance. To ensure that each employee of Contractor performing any work covered by the provisions of this RFP understands and acknowledges that Contractor and its employees are not employees of OCFA, each employee of Contractor performing work under this RFP shall complete, execute, and deliver to OCFA a Vendor Employee Acknowledgment Form (Exhibit 2) prior to commencing or performing any work resulting from this proposal.

**Payment of Tax Obligations:** Under no circumstances shall the OCFA be held responsible for handling any tax obligation, including, but not limited to Federal Income Tax withholding, FICA, or unemployment compensation. The OCFA shall be responsible solely for its contractual obligation to the Contractor. Personnel furnished by the Contractor are not entitled to participate in any plans or benefits offered to OCFA employees. Contract staffing personnel are not entitled to payment for OCFA holidays.

**Overtime:** Overtime is defined as any time in excess of forty (40) hours per week worked under this contract. Overtime shall not be performed without the express authorization of the OCFA.

**Quality Control:** All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the OCFA. Before making a referral of one of its employees, the Contractor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the OCFA. The OCFA shall have the right, if necessary, to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual. **Personnel provided by the Contractor must follow OCFA policies.** 

**Supervision:** Work policies, standards and procedures established by the Risk Management Section shall be followed at all times. The Contractor and its employees shall conform in all respects with regard to physical, fire and security policy while on OCFA property.

**Fraudulent Timecards & Unauthorized Costs:** The Contractor shall reimburse the OCFA for any improper charges that are discovered within one (1) year of payment by the Authority. This includes, but is not limited to, fraudulent timecards prepared by the Contractor's employee, unauthorized long-distance phone calls, incorrect timecards, improper rate charges, etc.

Orange County Fire Authority	RFP No. RO2501
<b>Payment:</b> Invoices shall be submitted to the OCFA or contract personnel, classification, employee rate of panumber of hours worked.	n a monthly basis and must include the names or ay per this contract, billing rate to the OCFA, and
14	

RFOTC Headquarters   RFOTC, 1 Fire Authority Road, Invine 92602	STATION	ADDRESS	PHONE
2 3642 Green Ave., Los Alamitos 90720 4 W2 California Ave., Irvine 926121 5 23600 Pacific Island Dr., Laguna Niguel 92677 6 31805 Del Obispo, Sic 92875 (Reserves) 7 31865 Del Obispo, Sic 92875 (Reserves) 8 10631 Skyline Dr., Santa Ana 92703 7 11544-5292 9 W3 Shops at Mission Vielo, Mission Vielo 92691 9 W3 Shops at Mission Vielo, Mission Vielo 92691 10 18422 E Lemon Dr., Vorba Linda 92886 7 114 970-1216 11 295 Pierreid Bay, Laguna Beach 92651 (Reserves) 11 295 Pierreid Bay, Laguna Beach 92651 (Reserves) 12 3722 Walker St., La Palma 90623 13 7822 Walker St., La Palma 90623 14 Po B 08 X1, Silverado Caryon Rd., Silverado 92676 (Reserves) 15 27172 Silverado Caryon Rd., Silverado 92676 (Reserves) 17 4 649-2110 15 279172 Silverado Caryon Rd., Silverado 92676 (Reserves) 17 4 649-2500 17 4991 Cerritos Ave., Cypress 90630 18 30942 Trabuco Caryon Road, Trabuco Caryon 92678 (Reserves) 19 23022 El Tioro Rd., Lake Forest 92630 20 7050 Corsair, Irvine 92618 21 1241 Irvine Blvd., Tusti 192780 21 1241 Irvine Blvd., Tusti 192780 21 1241 Irvine Blvd., Tusti 192780 22 24001 Paseo de Valencia, Laguna Hills 92637 23 5000 Santiago Carryon Road, Grange 92866 21 12401 Paseo de Valencia, Laguna Hills 92637 23 5000 Santiago Caryon Road, Grange 92866 24 25862 Marguerite Pkwy, Mission Viejo 92602 25 6 8171 8018 Ave, Midway (try 92655 26 4691 Walhurt Ave., Irvine 92604 (Reserves) 27 12400 Protola Springs, Irvine 92614 28 17662 Gillette Ave., Irvine 92614 29 12410 Viroto Blvd., Dana Point 92624 29 12410 Viroto Blvd., Dana Point 92624 29 12410 Viroto Blvd., Dana Point 92624 29 12410 Viroto Blvd., Dana Point 92629 20 12410 Viroto Blvd., Dana Point 92629 20 12410 Viroto Blvd., Dana Point 92629 21 1240 Porto Linda Blvd., Vorba Linda 92887 (Reserves) 21 12400 Porto Linda Blvd., Vorba Linda 92887 (Reserves) 22 1240 Viroto Blvd., Dana Point 92629 23 12410 Viroto Blvd., Dana Point 92629 24 1341 Aviis Road, Laguna Niguel 92677 24 149 94 95 93 93 93 94 94 95 93 93 93 94 94 94 95 93 93 93 94 94 94 94 95 93 93 93 94 94 94 94 94 95 93 93 93 94 94 94 94	RFOTC Headquarters	RFOTC,1 Fire Authority Road, Irvine 92602	714 573-6000
4 #2 California Ave, Irvine 92612 5 23600 Pacífic Island Pr., Lugum Niguel 92677 6 3180 Barranca Pkwy, Irvine 92606 7 31805 Del Obispo, Sic 92675 (Reserves) 8 10031 Skyline Dr., Santa Ama 92705 7 14 544-5292 9 #9 Shops at Mission Viejo, Mission Viejo 92691 10 18422 Lemon Dr., Yorab India 92886 7 11 4970-1216 11 259 Emerald Bay, Laguna Beach 92651 (Reserves) 949 494-6933 13 7822 Walker St, La Paima 90623 7 174 523-8031 14 P O BOX 12, Silwerado 92676 (Reserves) 949 494-6933 15 27175 Silwerado Canyon Road, Silwerado 92676 16 28891 Modjeska Canyon Road, Silwerado 92676 (Reserves) 7 14 649-2211 15 27175 Silwerado Canyon Road, Tisbuco Canyon 92678 (Reserves) 7 14 649-2500 7 4991 Cerritos Ave, Cypress 90630 7 4991 Cerritos Ave, Cypress 90630 7 9050 Corrait, Irvine 92618 18 30942 Trabuo Canyon Road, Trabuco Canyon 92678 (Reserves) 949 858-9396) 949 459-1460 20 7050 Corrait, Irvine 92618 21 1241 Irvine Blvd, Tustin 92780 22 24001 Paseo de Valencia, Laguna Hills 92637 23 5020 Santiago Canyon Road, Orange 92869 24 25862 Marguerite Plww, Mission Viejo 92692 25 8171 Bolsa Ave, Midway City 92655 71 4893-8723 26 4691 Walnut Ave, Irvine 92614 (Reserves) 949 653-2727 1200 Portola Spring, Irvine 92614 29 26111 Victoria Blvd, Dana Point 92629 2011 2124 Livitoria Blvd, Dana Point 92629 21 12400 Praba Spring, Irvine 92614 22 24001 Paseo de Valencia, Luguna Hills 92637 23 1762 Gilliette Ave, Irvine 92618 24 6631 Walnut Ave, Irvine 92614 (Reserves) 25 8171 Bolsa Ave, Midway City 92655 71 4893-8723 26 4691 Walnut Ave, Irvine 92614 27 1200 Portola Spring, Irvine 92614 28 1776 Citytoria Blvd, Dana Point 92629 29 26111 Victoria Blvd, Dana Point 92629 20 211 Victoria Blvd, Joans Point 92629 21 176 Citytoria Blvd, Joans Point 92629 21 1776 Citytoria Blvd, Joans Point 92629 21 1776 Citytoria Blvd, Joans Point 92629 21 1776 Citytoria Blvd, Joans Point 92629 21 1777 Citytoria Blvd, Joans Point 92629 21 1778 Citytoria Blvd	<b>USAR</b> Warehouse	19682 Descartes, Foothill Ranch, 92610	949 597-1403
5         23600 Pacific Island Dr., Laguna Niguel 92677         949 249-3085           6         3180 Barranca Pkwy, Irvine 92606         949 559-7530           7         31865 Del Obispo, Sic 92675 (Reserves)         948 831 0872           8         10631 Skyline Dr., Santa Ana 92705         714 544-5292           9         #9 Shops at Mission Vielo, Mission Vielo 92691         949 582-9260           10         18422 E Lemon Dr., Yorba Linda 92886         714 970-1216           11         259 Emerald Bay, Laguna Beach 92651 (Reserves)         949 494-6933           13         7822 Walker St., La Palma 90623         714 522-8031           14         P O BOX LZ, Shiverado 92676 (Reserves)         714 649-211           15         27372 Silverado Camyon Road, Silverado 92676 (Reserves)         714 649-210           16         28831 Modjeska Canyon Road, Silverado 92676 (Reserves)         714 649-190           17         4991 Cerritos Ave, Express 90630         714 81-3840           18         30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves)         948 837-9911           20         7050 Corsair, Irvine 92618         949 837-9911           21         121 Trabus Burd, Trabus Parald         949 83-9491           22         24001 Pasco de Valencia, Laguna Millé 92637         948 837-9471           <	2	3642 Green Ave , Los Alamitos 90720	562 431-6026
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7       31865 Del Obispo, SiC 92675 (Reserves)       949 831-0872         8       10631 Skyline Dr., Santa Ana 92705       714 544-5292         9       #5 Shops at Mission Viejo, Mission Viejo 92691       94 544-5292         10       18422 E Lemon Dr., Yorba Linda 92886       714 970-1216         11       259 Emerald Bay, Laguan Beach 92651 (Reserves)       949 494-6933         13       7822 Walker St., La Palma 90623       714 523-8031         14       P O BOX LY, Silverado 92676 (Reserves)       714 649-0190         15       27172 Silverado Canyon Rd, Silverado 92676 (Reserves)       714 649-1090         16       28891 Modjeska Canyon Road, Silverado 92676 (Reserves)       714 649-1090         17       4991 Cerritos Ave., Cypress 90630       714 821-3840         18       30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves)       949 838-9369 / 949 459-1460         19       2002 El Toro Rd, Laker Forest 92630       949 837-9011         20       7050 Corsisi, Irvine 92613       949 851-9020         21       24001 Paseo de Valencia, Laguna Hills 92637       949 837-9471         22       24001 Paseo de Valencia, Laguna Hills 92653       74 893-7471         23       8171 Bolsa Ave., Midway City 92653       714 893-8723         24       25662 Marguerite Pkwy, Mission Viejo 92692<	5	23600 Pacific Island Dr , Laguna Niguel 92677	949 249-3085
8         10631 Skyline Dr., Santa Ana 92705         714 544-5292           9         H9 Shops at Mission Viejo, Mission Viejo 92691         949 582-9260           10         1842 E Lemon Dr., Yorba Linda 92886         714 970-1216           11         299 Emerald Bay, Laguna Beach 92651 (Reserves)         949 494-6933           13         732 Walker St, La Palma 90623         714 533-8031           14         P O BOX 12, Silverado 92676 (Reserves)         714 649-2211           15         27172 Silverado Canyon Rd, Silverado 92676 (Reserves)         714 649-2211           16         28891 Modjeska Canyon Road, Silverado 92676 (Reserves)         714 649-2500           17         4991 Cerritos Ave, Cypress 90630         714 821-3840           18         30942 Trabuoc Canyon Road, Trabuco Canyon 92678 (Reserves)         949 883-9389 /94 9459-1460           19         23022 El Toro Rd, Lake Forest 92630         949 837-9311           20         750 Corsai, Irvine 92618         949 451-0020           21         1241 Irvine Bivd, Tustin 92780         714 544-0171           22         24001 Pase de Valencia, Laguna Hills 92637         949 837-9333           23         5020 Santiago Canyon Road, Orange 92869         714 997-2552           24         23862 Marguerite Pkwy, Mission Vieje 92678         74 89-38-373	6	3180 Barranca Pkwy , Irvine 92606	949 559-7530
9 # 05 Shops at Mission Viejo, Mission Viejo 92691 949 \$82-9260 10 1842 E Lemon Dr., Yorba Linda 92886 714 970-1216 11 259 Emerald Bay, Laguna Beach 92651 (Reserves) 949 494-6933 13 7822 Walker St., La Palma 90623 714 623-8031 14 P O 805 V12, Silverado 92676 (Reserves) 714 649-2211 15 27172 Silverado Canyon Rd., Silverado 92676 (Reserves) 714 649-1910 16 28891 Modjeska Canyon Road, Silverado 92676 (Reserves) 714 649-1900 17 4991 Cerritos Avv., Cypress 90630 714 821-3840 18 30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves) 949 858-9369 / 949 459-1460 19 21022 El Toro Rd., Lake Forest 92630 949 887-0911 20 7050 Corsair, Irvine 92618 949 451-0020 21 1241 Irvine Blvd., Tustin 92780 22 24001 Paseo de Valencia, Laguna Hills 92637 949 837-5471 23 5020 Santiago Canyon Road, Orange 92869 714 997-2552 24 25862 Marguerite Pkwy, Mission Viejo 92692 949 837-9333 25 8171 Bolsa Ave, Midway City 92655 714 893-8723 26 8171 Bolsa Ave, Midway City 92655 714 893-8723 27 12400 Portola Springs, Irvine 92618 949 660-0427 28 1778 62 Gillette Ave, Irvine 92614 949 669-334 30 23831 Stonehill Drive, Dana Point 92624 949 949 669-334 30 23831 Stonehill Drive, Dana Point 92624 949 949 669-334 31 2426 Olympiad Rd. Mission Viejo 92692 (Reserves) 949 561-0203 31 2426 Olympiad Rd. Mission Viejo 92692 (Reserves) 949 561-0203 31 2426 Olympiad Rd. Mission Viejo 92692 (Reserves) 949 581-1910 32 20990 Yorba Linda Blvd, Yorba Linda 92887 (Reserves) 714 970-0344 33 374 Paularino, Costa Mesa 92626 949 895-9270 40 25082 Vista del Verde, Coto de Caza 92679 949 589-9333 41 19150 Ridgeline Road, Laguna Niguel 92677 949 831-3232 440 71 19150 Ridgeline Road, Laguna Niguel 92677 949 831-3232 45 1916 Reservesh 949 849-949-959-9503 46 7871 Pacific Street, Stanton 90680 714 827-0533 47 94 19150 Ridgeline Road, Lageno Niguel 92677 949 831-3232 48 3131 N Gate Rd, Seal Beach 90740 562 431-0648 49 3131 N Gate Rd, Seal Beach 90740 562 431-0648 40 7871 Pacific Street, Stanton 90680 714 827-0533 47 47 Fossil, Irvine 92618 50 51 48 500-0000000000000000000000000	7	31865 Del Obispo, SJC 92675 (Reserves)	949 831-0872
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11       259 Emerald Bay, Laguna Baech 92651 (Reserves)       394 946-6933         13       7822 Walker St, La Palma 90623       714 523-8031         14       P O BOX 12, Silverado 92676 (Reserves)       714 649-211         15       27172 Silverado Caryon Rod., Silverado 92676 (Reserves)       714 649-2100         16       28891 Modjeska Caryon Rod., Silverado 92676 (Reserves)       714 649-2500         17       4991 Cerritos Ave, Cypress 90630       714 821-3880         18       30942 Trabuco Canyon Road, Tirabuco Canyon 92678 (Reserves)       394 858-3969 / 949 459-1460         19       23022 El Toro Rd, Lake Forest 92630       394 837-9911         20       7050 Corsair, Irvine 92618       394 945-0000         21       1241 Irvine Blvd, Tusin 92780       714 \$44-0171         22       24001 Paseo de Valencia, Laguna Hills 92637       394 837-9333         23       5020 Santiago Canyon Road, Orange 92869       714 937-252         24       25862 Marguerite Pkwy, Mission Vieje 92652       794 837-9333         25       8171 Bolsa Ave, Midway City 92655       714 893-8723         26       4691 Wallout Ave, Irvine 92604       494 96-60-2027         27       12400 Portola Springs, Irvine 926618       394 96-5327         28       17862 Gillette Ave, Irvine 92614       394 96-9354<	9	#9 Shops at Mission Viejo, Mission Viejo 92691	949 582-9260
13       7822 Walker St, La Palma 90623       714 522-8031         14       P O BOX 12, Silverado 92676 (Reserves)       714 649-2191         15       27172 Silverado Carnyon Rd, Silverado 92676 (Reserves)       714 649-2190         16       28891 Modijeska Carnyon Road, Silverado 92676 (Reserves)       714 649-2500         17       4991 Cerritos Ave, Cypress 90630       148 281-3840         18       30942 Trabuco Carnyon Road, Trabuco Carnyon 92678 (Reserves)       349 858-9369 / 949 459-1460         19       23022 El Toro Rd, Lake Forest 92630       949 837-0911         20       7505 Corsair, Irvine 92618       949 451-0020         21       1241 Irvine BMd, Tustin 92780       714 544-0171         22       2401 Paseo de Valencia, Laguna Hills 92637       349 837-5471         23       5020 Santiago Carnyon Road, Orange 92869       714 997-2552         24       25862 Marguerite Pkwr, Mission Vieje 92692       349 837-3333         25       8171 Bobla Ave, Midway City 92655       714 893-8723         26       4691 Walnut Ave, Irvine 92604 (Reserves)       349 559-2021         27       12400 Portola Springs, Irvine 92618       349 559-2021         28       17862 Gillette Ave, Irvine 92604 (Reserves)       349 560-0427         29       26111 Victoria Blvd, Josan Point 92629       <	10	18422 E Lemon Dr , Yorba Linda 92886	714 970-1216
14       P O BOX 12, Silverado 92676 (Reserves)       714 669-2211         15       27172 Silverado Caryon Rod. Silverado 92676 (Reserves)       714 649-2500         17       4991 Cerritos Ave, Cypress 90630       714 821-3840         18       30942 Trabuco Caryon Road, Trabuco Caryon 92678 (Reserves)       498 585-9369 / 949 459-1460         19       23022 El Toro Rd , Lake Forest 92630       498 858-9369 / 949 459-1460         19       7050 Corsair, Irvine 92618       349 851-0020         21       1241 Irvine Blvd, Tustin 92780       714 544-0171         22       24001 Paseo de Valencia, Laguna Hills 92637       949 837-9471         23       5020 Santiago Caryon Road, Orange 92869       714 997-2552         24       25862 Marguerite Pkwy, Mission Viejo 92692       349 837-9333         25       8171 Bolsa Ave, Midway City 92655       714 893-8723         26       4691 Walnut Ave, Irvine 92604 (Reserves)       349 559-0201         27       12400 Portola Springs, Irvine 92618       349 653-2727         28       17862 Gillette Ave, Irvine 92614       349 660-0247         28       26111 Victoria Blvd, Joana Point 92629       349 851-934         30       223813 Stonehill Drive, Dana Point 92629       349 851-934         31       22426 Olympiad Rd, Mission Viejo 92692 (Reserves)	11	259 Emerald Bay, Laguna Beach 92651 (Reserves)	949 494-6933
15       27172 Silverado Canyon Ro, Silverado 92676       714 649-190         16       28891 Modjeska Canyon Road, Silverado 92676 (Reserves)       714 649-12500         17       4991 Cerritos Ave, Cypress 90630       714 821-3840         18       30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves)       949 838-3958) / 949 459-1460         19       23022 El Troro Rd, Lake Forest 92630       949 837-0911         20       7050 Corsair, Irvine 92618       949 451-0020         21       1241 Irvine Bivd, Tustin 92780       714 544-0171         22       24001 Paseo de Valencia, Laguna Hills 92637       949 837-5471         23       5020 Santiago Canyon Road, Orange 92869       714 997-2552         24       25862 Marguerite Pkwy, Mission Viejo 92692       949 837-9333         25       8171 Bolsa Ave, Midway City 92655       714 893-872         26       4691 Walnut Ave, Irvine 92604 (Reserves)       949 559-2001         27       12400 Portola Springs, Irvine 92618       949 553-2727         28       17862 Gillette Ave, Irvine 92618       949 553-2727         29       26111 Victoria Blvd, Dana Point 92624       949 496-9354         30       23831 Stonehill Drive, Dana Point 92629       949 561-0203         31       22426 Olympiad Rd, Mission Niejo 92692 (Reserves)       949	13	7822 Walker St , La Palma 90623	714 523-8031
16       28891 Modjeska Canyon Road, Silverado 92676 (Reserves)       714 821-3840         17       4991 Cerritos Ave, Cypress 90630       714 821-3840         18       30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves)       949 838-9369 / 949 459-1460         19       23022 El Toro Rd, Lake Forest 92630       949 837-0911         20       7050 Corsair, Irvine 92618       949 451-0020         21       1241 Irvine Blvd, Tustin 92780       714 544-0171         22       24001 Paseo de Valencia, Laguna Hills 92637       949 837-5471         23       5020 Santiago Canyon Road, Orange 92869       714 997-2552         24       25862 Marguerite Pkwy, Mission Viejo 92692       949 837-333         25       8171 Bolsa Ave, Midway City 92655       714 893-8723         26       4691 Walnut Awe, Irvine 92604 (Reserves)       949 559-0201         27       12400 Portola Springs, Irvine 92614       949 660-0427         28       17862 Gillette Ave, Irvine 92614       949 660-0427         29       26111 Victoria Blvd, Dana Point 92629       949 661-003         31       22426 Olympiad Rd, Mission Viejo 92692 (Reserves)       949 581-1910         32       20990 Vroba Linda Blvd, Vorba Linda 92887 (Reserves)       714 970-0344         33       374 Paularino, Costa Mesa 92626       949	14	P O BOX 12, Silverado 92676 (Reserves)	714 649-2211
17 4991 Cerritos Ave , Cypress 90630 714 821-3840 18 30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves) 949 838-3959 / 94 9459-1460 19 23022 El Toro Rd, Lake Forest 92630 949 837-0911 200 7050 Corsair, Irvine 92618 949 451-0020 71050 Corsair, Irvine 92618 949 451-0020 714 544-0171 24001 Paseo de Valencia, Laguna Hills 92637 949 837-5471 949 837-5471 950 5020 Santiago Canyon Road, Orange 92869 714 997-2552 949 837-9333 947 945 9450 947 945 947 947 947 947 947 947 947 947 947 947	15	27172 Silverado Canyon Rd , Silverado 92676	714 649-0190
18 30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves) 949 858-9369 / 949 459-1460 19 23022 El Toro Rd , Lake Forest \$2630 949 837-0911 20 7050 Corsair, Ivine 92618 949 451-0020 1141 Irvine Blvd , Tustin 92780 714 544-0171 22 24001 Paseo de Valencia, Laguna Hills 92637 949 837-5471 23 5020 Santiago Canyon Road, Orange 92869 714 997-2552 24 25862 Marguerite Pkwy, Mission Viejo 92692 949 837-9333 1525 8171 Bolsa Ave, Midway City 92655 714 893-8723 26 4691 Walnut Ave , Irvine 92604 (Reserves) 949 559-0201 27 12400 Portola Springs, Irvine 92614 949 660-0427 29 26111 Victoria Blvd , Dana Point 92624 949 496-9354 30 2381 Stonehill Drive, Dana Point 92624 949 496-9354 30 2381 Stonehill Drive, Dana Point 92629 (Reserves) 949 581-1910 222426 Olympiad Rd, Mission Viejo 92692 (Reserves) 949 581-1910 32 20990 Yorba Linda Blvd , Vorba Linda 92887 (Reserves) 714 970-0344 33 374 Paularino, Costa Mesa 92626 949 852-3200 36 301 E Yale Loop, Irvine 92618 949 551-6881 37 15011 Kensington Park Drive, Tustin 92780 714 259-7720 38 2624 814 Vila Road, Laguna Niguel 92677 949 831-3232 40 25082 Vista del Verde, Coto de Cara 92679 949 859-9323 41 390 Vest Artesia Ave, Fulletron 92833 (Reserves) 714 522-4141 3900 West Artesia Ave, Fulletron 92833 (Reserves) 714 522-4141 41 3900 West Artesia Ave, Fulletron 92833 (Reserves) 714 524-4141 41 3900 West Artesia Ave, Fulletron 92833 (Reserves) 714 524-4141 41 3900 West Artesia New, Fulletron 92833 (Reserves) 714 524-4141 41 19150 Ridgeline Road, Lake Forest 92679 949 859-9323 41 1440 Pioneer Way, Tustin 92780 714 524-7462 44 718 Central Ave, Seal Beach 90740 562 431-0648 949 859-8361 46 7871 Pacific Street, Stanton 90680 714 827-0533 949 854-4747 56518 949 859-6561 949 859-6561 949 859-6561 949 859-8381 949 854-4747 5651 18 Cushing, Irvine 92603 949 859-661 949 859-8381 949 854-4747 5651 18 Cushing, Irvine 92618 949 859-661 949 949-9681 949 949-9681 949 949-9681 949 949-9681 949 949-9681 949 949-9681 949 949-9681 949 949-9681 949 949-9681 949 949-9681 949 949-9681 949 949-9681 949 949-96	16	28891 Modjeska Canyon Road, Silverado 92676 (Reserves)	714 649-2500
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20       7050 Corsair, Irvine 92618       949 451-0020         21       1241 Irvine Blvd , Tustin 92780       714 544-0171         22       24001 Paseo de Valencia, Laguna Hills 92637       949 837-5471         23       5020 Santiago Canyon Road, Orange 92869       714 997-2552         24       25862 Marguerite Pkwy, Mission Viejo 92655       714 893-8723         25       8171 Bolsa Ave, Midway City 92655       714 893-8723         26       4691 Walnut Ave , Irvine 92604 (Reserves)       949 559-0201         27       12400 Portola Springs, Irvine 92614       949 660-0427         29       26111 Victoria Blvd , Dana Point 92624       949 946-9354         30       23831 Stonehill Drive, Dana Point 92629       949 661-003         31       22426 Olympiad Rd, Mission Viejo 92692 (Reserves)       949 851-1003         31       22426 Olympiad Rd, Mission Viejo 92692 (Reserves)       949 851-1003         32       20990 Yorba Linda Blvd , Yorba Linda 92887 (Reserves)       714 970-0344         33       374 Paularino, Costa Mesa 92626       949 852-200         36       301 E Yale Loop, Trvine 92604       949 551-6881         37       1501 Kensington Park Drive, Tustin 92780       714 259-7720         38       26 Parker, Irvine 92618       949 859-6926 <td< td=""><td>18</td><td>30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves)</td><td>949 858-9369 / 949 459-1460</td></td<>	18	30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves)	949 858-9369 / 949 459-1460
21       1241 Irvine Blvd , Tustin 92780       714 544-0171         22       24001 Paseo de Valencia, Laguna Hills 92637       949 837-5471         23       5020 Santiago Caryon Road, Orange 92869       714 997-2552         24       25862 Marguerite Pkwy, Mission Viejo 92692       949 837-9333         25       8171 Bolsa Ave , Midway City 92655       714 893-8723         26       4691 Walnut Ave , Irvine 92604 (Reserves)       949 559-0201         27       12400 Portola Springs, Irvine 92618       949 653-2727         28       17862 Gillette Ave , Irvine 92614       949 660-0427         29       26111 Victoria Blvd , Dana Point 92624       949 496-9354         30       23831 Stonehill Drive, Dana Point 92629       949 661-0203         31       22426 Olympiad Rd , Mission Viejo 92692 (Reserves)       949 551-1910         32       20990 Yorba Linda Blvd , Yorba Linda 92887 (Reserves)       714 970-0344         33       374 Paularino, Costa Mesa 92626       949 852-3200         36       301 E Yale Loop, Irvine 92604       949 551-6881         37       15011 Kensington Park Drive, Tustin 92780       714 259-7720         38       26 Parker, Irvine 92618       949 859-6926         39       24241 Avila Road, Laguna Niguel 92677       949 859-6926 <td< td=""><td>19</td><td>23022 El Toro Rd , Lake Forest 92630</td><td>949 837-0911</td></td<>	19	23022 El Toro Rd , Lake Forest 92630	949 837-0911
22       24001 Paseo de Valencia, Laguna Hills 92637       949 837-5471         23       5020 Santiago Canyon Road, Orange 92869       714 997-2552         24       25862 Marguerite Pkwy, Mission Viejo 92692       949 837-9333         25       8171 Bolsa Ave , Midway City 92655       714 893-8723         26       4691 Walnut Ave , Irvine 92604 (Reserves)       949 559-0201         27       12400 Portola Springs, Irvine 92618       949 660-0427         28       17862 Gillette Ave , Irvine 92614       949 660-0427         29       26111 Victoria Blvd , Dana Point 92629       949 661-0203         30       23831 Stonehill Drive, Dana Point 92629       949 661-0203         31       22426 Olympiad Rd , Mission Viejo 92692 (Reserves)       949 581-1910         32       20990 Yorba Linda Blvd , Yorba Linda 92887 (Reserves)       714 970-0344         33       374 Paularino, Costa Mesa 92626       949 852-3200         36       301 E Yale Loop, Irvine 92604       949 551-6881         37       15011 Kensington Park Drive, Tustin 92780       714 259-7720         38       26 Parker, Irvine 92618       949 859-6926         39       24241 Avila Road, Laguna Niguel 92677       949 831-322         40       25082 Vista del Verde, Coto de Caza 92679       949 589-9323	20	7050 Corsair, Irvine 92618	949 451-0020
23       5020 Santiago Canyon Road, Orange 92869       714 997-2552         24       25862 Marguerite Pkwy, Mission Viejo 92692       949 837-9333         25       8171 Bolsa Ave , Midway City 92655       714 893-8723         26       4691 Walnut Ave, Irvine 92618       949 559-0201         27       12400 Portola Springs, Irvine 92618       949 653-2727         28       17862 Gillette Ave , Irvine 92614       949 660-0427         29       26111 Victoria Blvd , Dana Point 92624       949 496-9354         30       23831 Stonehill Drive, Dana Point 92629       949 661-0203         31       22426 Olympiad Rd , Mission Viejo 92692 (Reserves)       949 581-1910         32       20990 Yorba Linda Blvd , Yorba Linda 92887 (Reserves)       949 581-1910         32       20990 Yorba Linda Blvd , Yorba Linda 92887 (Reserves)       949 585-3200         36       301 E Yale Loop, Irvine 92604       949 551-6881         37       15011 Kensington Park Drive, Tustin 92780       714 259-7720         38       26 Parker, Irvine 92618       949 859-6926         39       24241 Avila Road, Laguna Niguel 92677       949 881-3232         40       25082 Vista del Verde, Coto de Caza 92679       949 589-0323         41       3900 West Artesia Ave, Fullerton 92833 (Reserves)       714 522-4141	21	1241 Irvine Blvd , Tustin 92780	714 544-0171
24       25862 Marguerite Pkwy, Mission Viejo 92692       949 837-9333         25       8171 Bolsa Ave, Midway City 92655       714 893-8723         26       4691 Walnut Ave, Irvine 92604 (Reserves)       949 559-0201         27       12400 Portola Springs, Irvine 92618       949 653-2727         28       17862 Gillette Ave, Irvine 92614       949 660-0427         29       26111 Victoria Blvd, Dana Point 92624       949 466-9354         30       23831 Stonehill Drive, Dana Point 92629       949 661-0203         31       22426 Olympiad Rd, Mission Viejo 92692 (Reserves)       949 581-1910         32       20990 Yorba Linda Blvd, Yorba Linda 92887 (Reserves)       714 970-0344         33       374 Paularino, Costa Mesa 92626       949 852-3200         36       301 E Yale Loop, Irvine 92604       949 551-6881         37       15011 Kensington Park Drive, Tustin 92780       714 259-7720         38       26 Parker, Irvine 92618       949 859-6926         39       24241 Avila Road, Laguna Niguel 92677       949 831-3232         40       25082 Vista del Verde, Coto de Caza 92679       949 459-7410         41       3900 West Artesia Ave, Fullerton 92833 (Reserves)       714 522-411         42       19150 Ridgeline Road, Lake Forest 92679       949 589-0323	22	24001 Paseo de Valencia, Laguna Hills 92637	949 837-5471
25 8171 Bolsa Ave , Midway City 92655 714 893-8723 26 4691 Walnut Ave , Irvine 92604 (Reserves) 949 559-0201 27 12400 Portola Springs, Irvine 92618 949 653-2727 28 17862 Gillette Ave , Irvine 92614 949 660-0427 29 26111 Victoria Blvd , Dana Point 92624 949 496-9354 30 23831 Stonehill Drive, Dana Point 92629 949 661-0203 31 22426 Olympiad Rd , Mission Viejo 92692 (Reserves) 949 661-0203 31 22426 Olympiad Rd , Mission Viejo 92692 (Reserves) 949 581-1910 32 20990 Yorba Linda Blvd , Yorba Linda 92887 (Reserves) 714 970-0344 33 374 Paularino, Costa Mesa 92626 949 852-3200 36 301 E Yale Loop, Irvine 92604 949 551-6881 37 15011 Kensington Park Drive, Tustin 92780 714 259-7720 38 26 Parker, Irvine 92618 949 859-6926 39 24241 Avila Road, Laguna Niguel 92677 949 831-3232 400 25082 Vista del Verde, Coto de Caza 92679 949 459-7410 41 3900 West Artesia Ave, Fullerton 92833 (Reserves) 714 522-4141 42 19150 Ridgeline Road, Lake Forest 92679 949 589-0323 11490 Pioneer Way, Tustin 92782 714 544-7462 718 Central Ave , Seal Beach 90740 562 431-0648 45 30131 Aventura, Rancho Santa Marg 92688 949 858-8801 74 827-0533 47 47 Fossil, Irvine 92603 949 854-4747 48 3131 N Gate Rd, Seal Beach 90740 562 430-0415 31461 5t of Golden Lantern, Laguna Niguel 92677 949 249-9681 50 670 Camino de Los Mares, San Clemente 92673 949 349-300-15 18 Cushing, Irvine 92618 949 31-051 18 Cushing, Irvine 92618 949 31-051 18 Cushing, Irvine 92618 949 389-339 555 495 59 Totola Parkway, Irvine 92660 949 369-9237 55 La Palma, Yorba Linda 92887 714 692-8381 54 19811 Pauling Ave, Lake Forest 92610 949 581-406 55 945 50 Fortola Parkway, Irvine 92660 949 362-9237 55 Labenda Park, Judera Ranch 92694 949 349-90372	23	5020 Santiago Canyon Road, Orange 92869	714 997-2552
26       4691 Walnut Ave , Irvine 92604 (Reserves)       949 559-0201         27       12400 Portola Springs, Irvine 92618       949 653-2727         28       17862 Gillette Ave , Irvine 92614       949 660-0427         29       26111 Victoria Blvd , Dana Point 92624       949 496-9354         30       23831 Stonehill Drive, Dana Point 92629       949 661-0203         31       22426 Olympiad Rd , Mission Viejo 92692 (Reserves)       949 851-1910         32       20990 Yorba Linda Blvd , Yorba Linda 92887 (Reserves)       714 970-0344         33       374 Paularino, Costa Mesa 92626       949 852-3200         36       301 E Yale Loop, Irvine 92604       949 551-6881         37       15011 Kensington Park Drive, Tustin 92780       714 259-7720         38       26 Parker, Irvine 92618       949 859-6926         39       24241 Avila Road, Laguna Niguel 92677       949 831-3232         40       25082 Vista del Verde, Coto de Caza 92679       949 459-7410         41       3900 West Artesia Ave, Fullerton 92833 (Reserves)       714 522-4141         42       19150 Ridgeline Road, Lake Forest 92679       949 589-0323         43       11490 Pioneer Way, Tustin 92782       714 544-7462         44       718 Central Ave , Seal Beach 90740       562 431-0648	24	25862 Marguerite Pkwy, Mission Viejo 92692	949 837-9333
27       12400 Portola Springs, Irvine 92618       949 653-2727         28       17862 Gillette Ave, Irvine 92614       949 660-0427         29       26111 Victoria Blvd, Dana Point 92624       949 496-9354         30       23831 Stonehill Drive, Dana Point 92629       949 661-0203         31       22426 Olympiad Rd, Mission Viejo 92692 (Reserves)       949 581-1910         32       20990 Yorba Linda Blvd, Vorba Linda 92887 (Reserves)       714 970-0344         33       374 Paularino, Costa Mesa 92626       949 852-3200         36       301 E Yale Loop, Irvine 92604       949 551-6881         37       15011 Kensington Park Drive, Tustin 92780       714 259-7720         38       26 Parker, Irvine 92618       949 859-6926         39       24241 Avila Road, Laguna Niguel 92677       949 831-3232         40       25082 Vista del Verde, Coto de Caza 92679       949 459-7410         41       3900 West Artesia Ave, Fullerton 92833 (Reserves)       714 522-4141         42       19150 Ridgeline Road, Lake Forest 92679       949 589-0323         43       11490 Pioneer Way, Tustin 92782       714 544-7462         44       718 Central Ave, Seal Beach 90740       562 431-0648         45       30131 Aventura, Rancho Santa Marg 92688       949 858-8801         4	25	8171 Bolsa Ave , Midway City 92655	714 893-8723
28	26	4691 Walnut Ave , Irvine 92604 (Reserves)	949 559-0201
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33 374 Paularino, Costa Mesa 92626 949 852-3200 36 301 E Yale Loop, Irvine 92604 949 551-6881 37 15011 Kensington Park Drive, Tustin 92780 714 259-7720 38 26 Parker, Irvine 92618 949 859-6926 39 24241 Avila Road, Laguna Niguel 92677 949 831-3232 40 25082 Vista del Verde, Coto de Caza 92679 949 459-7410 41 3900 West Artesia Ave, Fullerton 92833 (Reserves) 714 522-4141 42 19150 Ridgeline Road, Lake Forest 92679 949 589-0323 43 11490 Pioneer Way, Tustin 92782 714 544-7462 44 718 Central Ave , Seal Beach 90740 562 431-0648 45 30131 Aventura, Rancho Santa Marg 92688 949 858-8801 46 7871 Pacific Street, Stanton 90680 714 827-0533 47 47 Fossil, Irvine 92603 949 854-4747 48 3131 N Gate Rd, Seal Beach 90740 562 430-0415 49 31461 St of Golden Lantern, Laguna Niguel 92677 949 249-9681 50 670 Camino de Los Mares, San Clemente 92673 949 361-9670 51 18 Cushing, Irvine 92618 949 341-0051 53 25415 E La Palma, Yorba Linda 92887 714 692-8381 54 19811 Pauling Ave , Lake Forest 92610 949 581-4406 55 4955 Portola Parkway, Irvine 92620 714 508-0055 56 56 Sendero Way, Rancho Mission Viejo 92694 949 489-4309 57 57 Journey, Aliso Viejo 92656 58 S8 Station Way, Ladera Ranch 92694 949 347-2258 59 48 Avenida La Pata, San Clemente 92673	31	22426 Olympiad Rd , Mission Viejo 92692 (Reserves)	949 581-1910
36 301 E Yale Loop, Irvine 92604 949 551-6881 37 15011 Kensington Park Drive, Tustin 92780 714 259-7720 38 26 Parker, Irvine 92618 949 859-6926 39 24241 Avila Road, Laguna Niguel 92677 949 831-3232 40 25082 Vista del Verde, Coto de Caza 92679 949 459-7410 41 3900 West Artesia Ave, Fullerton 92833 (Reserves) 714 522-4141 42 19150 Ridgeline Road, Lake Forest 92679 949 589-0323 43 11490 Pioneer Way, Tustin 92782 714 544-7462 44 718 Central Ave , Seal Beach 90740 562 431-0648 45 30131 Aventura, Rancho Santa Marg 92688 949 858-8801 46 7871 Pacific Street, Stanton 90680 714 827-0533 47 47 Fossil, Irvine 92603 949 854-4747 48 3131 N Gate Rd, Seal Beach 90740 562 430-0415 49 31461 St of Golden Lantern, Laguna Niguel 92677 949 249-9681 50 670 Camino de Los Mares, San Clemente 92673 949 361-9670 51 18 Cushing, Irvine 92618 949 341-0051 53 25415 E La Palma, Yorba Linda 92887 714 692-8381 54 19811 Pauling Ave , Lake Forest 92610 949 581-4406 55 4955 Portola Parkway, Irvine 92620 714 508-0055 56 56 Sendero Way, Rancho Mission Viejo 92694 949 489-4309 57 57 Journey, Aliso Viejo 92656 949 362-9237 58 58 Station Way, Ladera Ranch 92694 949 347-2258 59 48 Avenida La Pata, San Clemente 92673 949 949 940-0372	32	20990 Yorba Linda Blvd , Yorba Linda 92887 (Reserves)	714 970-0344
37       15011 Kensington Park Drive, Tustin 92780       714 259-7720         38       26 Parker, Irvine 92618       949 859-6926         39       24241 Avila Road, Laguna Niguel 92677       949 831-3232         40       25082 Vista del Verde, Coto de Caza 92679       949 459-7410         41       3900 West Artesia Ave, Fullerton 92833 (Reserves)       714 522-4141         42       19150 Ridgeline Road, Lake Forest 92679       949 589-0323         43       11490 Pioneer Way, Tustin 92782       714 544-7462         44       718 Central Ave , Seal Beach 90740       562 431-0648         45       30131 Aventura, Rancho Santa Marg 92688       949 858-8801         46       7871 Pacific Street, Stanton 90680       714 827-0533         47       47 Fossil, Irvine 92603       949 854-4747         48       3131 N Gate Rd, Seal Beach 90740       562 430-0415         49       31461 St of Golden Lantern, Laguna Niguel 92677       949 249-9681         50       670 Camino de Los Mares, San Clemente 92673       949 361-9670         51       18 Cushing, Irvine 92618       949 341-0051         53       25415 E La Palma, Yorba Linda 92887       714 692-8381         54       19811 Pauling Ave , Lake Forest 92610       949 588-4406         55       4955 Portol	33	374 Paularino, Costa Mesa 92626	949 852-3200
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4219150 Ridgeline Road, Lake Forest 92679949 589-03234311490 Pioneer Way, Tustin 92782714 544-746244718 Central Ave , Seal Beach 90740562 431-06484530131 Aventura, Rancho Santa Marg 92688949 858-8801467871 Pacific Street, Stanton 90680714 827-05334747 Fossil, Irvine 92603949 854-4747483131 N Gate Rd, Seal Beach 90740562 430-04154931461 St of Golden Lantern, Laguna Niguel 92677949 249-968150670 Camino de Los Mares, San Clemente 92673949 361-96705118 Cushing, Irvine 92618949 341-00515325415 E La Palma, Yorba Linda 92887714 692-83815419811 Pauling Ave , Lake Forest 92610949 581-4406554955 Portola Parkway, Irvine 92620714 508-00555656 Sendero Way, Rancho Mission Viejo 92694949 489-43095757 Journey, Aliso Viejo 92656949 362-92375858 Station Way, Ladera Ranch 92694949 347-22585948 Avenida La Pata, San Clemente 92673949 940-0372	40	25082 Vista del Verde, Coto de Caza 92679	949 459-7410
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44 718 Central Ave , Seal Beach 90740 562 431-0648 45 30131 Aventura, Rancho Santa Marg 92688 949 858-8801 46 7871 Pacific Street, Stanton 90680 714 827-0533 47 47 Fossil, Irvine 92603 949 854-4747 48 3131 N Gate Rd, Seal Beach 90740 562 430-0415 49 31461 St of Golden Lantern, Laguna Niguel 92677 949 249-9681 50 670 Camino de Los Mares, San Clemente 92673 949 361-9670 51 18 Cushing, Irvine 92618 949 341-0051 53 25415 E La Palma, Yorba Linda 92887 714 692-8381 54 19811 Pauling Ave , Lake Forest 92610 949 581-4406 55 4955 Portola Parkway, Irvine 92620 714 508-0055 56 56 Sendero Way, Rancho Mission Viejo 92694 949 489-4309 57 57 Journey, Aliso Viejo 92656 949 362-9237 58 58 Station Way, Ladera Ranch 92694 949 347-2258 59 48 Avenida La Pata, San Clemente 92673 949 940-0372	42	19150 Ridgeline Road, Lake Forest 92679	949 589-0323
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55       4955 Portola Parkway, Irvine 92620       714 508-0055         56       56 Sendero Way, Rancho Mission Viejo 92694       949 489-4309         57       57 Journey, Aliso Viejo 92656       949 362-9237         58       58 Station Way, Ladera Ranch 92694       949 347-2258         59       48 Avenida La Pata, San Clemente 92673       949 940-0372	53	25415 E La Palma, Yorba Linda 92887	714 692-8381
5656 Sendero Way, Rancho Mission Viejo 92694949 489-43095757 Journey, Aliso Viejo 92656949 362-92375858 Station Way, Ladera Ranch 92694949 347-22585948 Avenida La Pata, San Clemente 92673949 940-0372	54	19811 Pauling Ave , Lake Forest 92610	949 581-4406
57 57 Journey, Aliso Viejo 92656 949 362-9237 58 58 Station Way, Ladera Ranch 92694 949 347-2258 59 48 Avenida La Pata, San Clemente 92673 949 940-0372	55	4955 Portola Parkway, Irvine 92620	714 508-0055
58 58 Station Way, Ladera Ranch 92694 949 347-2258 59 48 Avenida La Pata, San Clemente 92673 949 940-0372	56	56 Sendero Way, Rancho Mission Viejo 92694	949 489-4309
59 48 Avenida La Pata, San Clemente 92673 949 940-0372	57	57 Journey, Aliso Viejo 92656	949 362-9237
·	58	58 Station Way, Ladera Ranch 92694	949 347-2258
60 121 Avenida Victoria, San Clemente 92672 949 366-6750	59	48 Avenida La Pata, San Clemente 92673	949 940-0372
	60	121 Avenida Victoria, San Clemente 92672	949 366-6750

STATION	ADDRESS	PHONE
61	7440 La Palma Ave, Buena Park 90620	714 527-4118
62	7780 Artesia Blvd , Buena Park 90621	714 521-0284
63	9120 Holder Street, Buena Park 90620	714 229-4826
64	7351 Westminster Blvd , Westminster 92683	714 379-4920
65	6061 Hefley St , Westminster 92683	714 379-4931
66	15061 Moran St , Westminster 92683	714 379-4935
70	2310 N Old Grand Street, Santa Ana 92705	714 567-3270
71	1029 West 17th Street, Santa Ana 92706	714 567-3271
72	1688 East 4th Street, Santa Ana 92701	714 567-3260
73	419 Franklin, Santa Ana 92703	714 567-3264
74	1427 South Broadway, Santa Ana 92707	714 567-3230
74	1439 South Broadway, Santa Ana 92707	714 567-3236
75	120 West Walnut, Santa Ana 92701	714 567-3255
76	950 West MacArthur, Santa Ana 92707	714 850-4576
77	2317 South Greenville, Santa Ana 92704	714 850-4577
78	501 North Newhope, Santa Ana 92703	714 265-4878
79	1320 East Warner, Santa Ana 92705	714 850-4579
80	14162 Forsyth Lane, Garden Grove 92844	714 638-6372
81	11261 Acacia Parkway, Garden Grove 92840	714 638-6340
82	11805 Gilbert St , Garden Grove 92841	714 638-6360
83	12132 Trask Ave , Garden Grove 92843	714 638-6366
84	12191 Valley View St , Garden Grove 92845	714 889-2001
85	12751 Western Ave , Garden Grove 92841	714 889-2007
86	12232 West St , Garden Grove 92840	714 638-6390

# ORANGE COUNTY FIRE AUTHORITY PLUMBING MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT FOR PLUMBING MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this \_\_\_\_\_\_ day of September. 2021 ("Effective Date"). by and between the Orange County Fire Authority. a California Joint Powers Authority. hereinafter referred to as "OCFA". and Verne's Plumbing. Inc.. a Corporation. hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

#### RECITALS

- A. OCFA requires the services of a qualified contractor to provide as-needed plumbing maintenance and repair services at the OCFA Regional Fire Operations and Training Center (RFOTC) located at 1 Fire Authority Rd. Irvine. CA 92602. fire stations. and other properties.
- B. Contractor has submitted to OCFA a proposal to provide such plumbing maintenance and repair services dated July 7. 2021. attached hereto as Exhibit "A".
- C. OCFA desires to retain Contractor to provide such plumbing maintenance and repair services

NOW. THEREFORE. in consideration of the promises and mutual obligations. covenants. and conditions contained herein, the Parties agree as follows:

#### **AGREEMENT**

## 1. MAINTENANCE SERVICES

## 1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement. Contractor shall provide those as-needed plumbing maintenance and repair services under a fixed-price contract as specified in the Scope of Services. attached hereto as Exhibit "A" (hereinafter. the "Services" or "Work"). Contractor warrants that all plumbing maintenance and repair Services shall be performed in a skillful. competent. professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all of its employees and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

# 1.2 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws. ordinances. resolutions. statutes. rules. and regulations of OCFA and any federal. state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws. ordinances. resolutions. statutes. rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws. ordinances. resolutions. statutes. rules or regulations. Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend. indemnify. and hold OCFA. its officials. officers. employees. agents and volunteers. free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws. ordinances. resolutions. statutes. rules or regulations.

## 1.3 Licenses and Permits.

Prior to performing any Services or Work hereunder. Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

## 1.4 Familiarity with Work.

By executing this Agreement. Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed. (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where the Services or Work is to be performed. and (c) fully understands the facilities. difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site. Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder. Contractor shall immediately inform OCFA of such fact and shall not

proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

## 1.5 Care of Work.

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

## 1.6 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720. et seq.. and 1770. et seq.. as well as California Code of Regulations. Title 8. Section 16000. et seq.. ("Prevailing Wage Laws"). which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

## 2. COMPENSATION

## 2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement. Contractor shall be compensated and reimbursed. in accordance with the terms set forth in Exhibit "A." in an annual amount not to exceed Seventy-Five Thousand (\$75.000) Dollars. The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

## 2.2 Method of Payment.

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

## 2.3 Changes.

In the event any change or changes in the Work is requested by OCFA. the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

## 2.4 Appropriations.

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

# 3. PERFORMANCE SCHEDULE

## 3.1 <u>Time of Essence.</u>

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

## 3.2 Schedule of Performance.

Contractor shall prosecute regularly and diligently the work of this Agreement according to the time periods specified in Exhibit "A." When requested by Contractor, extensions of the time periods specified in Exhibit "A" may be approved in writing by the Contract Officer; however, OCFA shall not be obligated to grant such an extension.

# 3.3 Force Majeure.

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted). including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and

extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement. however caused. Contractor's sole remedy being extension of the Agreement pursuant to this section.

## 3.4 Term.

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. Following the Initial Term, and prior to any subsequent renewal term, the Contractor may increase the annual cost of Services. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the Consumer Price Index-Urban (CPI-U) for the immediately preceding 12-month period, whichever is lower.

## 4. COORDINATION OF WORK

## 4.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Eric Verne. Project Manager

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

## 4.2 Contract Officer.

The Contract Officer shall be Steve Klein. unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein. any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

# 4.3 <u>Prohibition Against Subcontracting or Assignment.</u>

The experience, knowledge, capability and reputation of Contractor, its principals and employees. were a substantial inducement for OCFA to enter into this Agreement. Therefore. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. If Contractor is permitted to subcontract any part of this Agreement by OCFA. Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

# 4.4 <u>Independent Contractor.</u>

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

any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

- B. Contractor shall not incur or have the power to incur any debt. obligation. or liability against OCFA. or bind OCFA in any manner.
- C. No OCFA benefits shall be available to Contractor. its officers. employees. or agents. in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement. OCFA shall not pay salaries. wages. or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor. its officers. employees. or agents. for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations. other than pursuant to Section 2 herein. of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors. Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## 4.5 Employee Retirement System Eligibility Indemnification.

- A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA. Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.
- B. Notwithstanding any other agency. state or federal policy. rule. regulation. law or ordinance to the contrary. Contractor and any of its employees. agents. and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to. and hereby agree to waive any claims to. any compensation. benefit. or any incident of employment by OCFA. including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

## 5. INSURANCE

## 5.1 Compliance with Insurance Requirements.

Contractor shall obtain. maintain. and keep in full force and effect during the term of this Agreement. at its sole cost and expense. and in a form and content satisfactory to OCFA. all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. In addition. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to OCFA that the subconsultant or subcontractor has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein. Contractor agrees to amend. supplement or endorse the policies to do so.

## 5.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement. and without limiting the indemnity provisions set forth in this Agreement. Contractor shall obtain and maintain in full force and effect during the term of this Agreement. including any extension thereof. the following policies of insurance:

- A. <u>Commercial General Liability Insurance.</u> Contractor shall obtain and maintain. in full force and effect throughout the term of this Agreement. a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1.000.000.00) per occurrence. two million dollars (\$2.000.000.00) in the general aggregate. and one million dollars (\$1.000.000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.
- B. <u>Automobile Liability Insurance</u>. Contractor shall obtain and maintain. in full force and effect throughout the term of this Agreement. a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1.000.000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned. non-owned leased and hired automobiles.
- C. <u>Workers' Compensation Insurance</u>. Contractor shall obtain and maintain. in full force and effect throughout the term of this Agreement. a policy of Workers' Compensation Insurance in at least the minimum statutory amounts. and in compliance with all other statutory requirements. as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA. its officials. officers. employees. agents and volunteers. and to require each of its subconsultants and subcontractors if any. to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement. a policy of Employer's Liability

Insurance written on a per occurrence basis with limits of at least one million dollars (\$1.000.000.00) per accident for bodily injury or disease.

## 5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier). or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI). by the latest edition of A.M. Best's Key Rating Guide. except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA. the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

# 5.4 <u>Insurance Endorsements.</u>

Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions. or Contractor shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

- A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:
- (i) Additional Insured: The OCFA. its officials. officers. employees. agents and volunteers. shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and
- (ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations". (2) exclude "contractual liability". (3) restrict coverage to "sole" liability of Contractor. or (4) contain any other exclusions contrary to the Agreement; and the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.
- (iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended. voided. cancelled. or modified. or reduced in coverage or in limits. except after thirty (30) days' prior written notice by First Class U.S. Mail. postage-prepaid. has been provided to the OCFA. Notwithstanding the foregoing. if coverage is to be suspended. voided. or cancelled

because of Consultant's failure to pay the insurance premium. the notice provided to OCFA shall be by ten (10) days' prior written notice.

B. For all policies of Commercial General Liability Insurance. Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

## 5.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA. its officials. officers. employees. agents and volunteers. in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

# 5.6 <u>Primary and Non-Contributing Insurance.</u>

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance. deductible. or self-insurance maintained by the OCFA. its officials. officers. employees. agents or volunteers. shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

## 5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA. its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

## 5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement. Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage.

Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

## 5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage. limits. or other requirements. or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement. or the extent to which Contractor may be held responsible for payments of damages to persons or property.

# 5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

## 5.11 Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies. or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section. including adding the OCFA. its officials. officers. employees. agents and volunteers. as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the OCFA. its officials. officers. employees. agents and volunteers. as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

# 5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

- A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated. cancelled or suspended. (2) the limits of any of the insurance coverages required herein are reduced. or (3) the deductible or self-insured retention is increased.
- B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured. including additional insureds. against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.
- C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.
- D. Certificates of insurance will not be accepted in lieu of required endorsements. and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- E. Contractor agrees to ensure that subconsultants and subcontractors. if any, and any other parties involved with the Work under this Agreement who are brought onto or involved in the Work by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the OCFA for review.
- F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

## 6. INDEMNIFICATION

To the fullest extent permitted by law. Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA). indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property

or persons. including wrongful death. (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor. its officers. directors. employees. subcontractors. Contractors or agents. in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages. expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8. the above indemnity shall be limited. to the extent required by Civil Code Section 2782.8. to claims that arise out of. pertain to. or relate to the negligence. recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials. officers. employees. agents and volunteers. shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA

# 7. RECORDS AND REPORTS

## 7.1 Reports.

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

## 7.2 Records.

Contractor shall keep complete. accurate. and detailed accounts of all time. costs. expenses. and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times. including the right to inspect. copy. audit and make records and transcripts from such records. Contractor shall maintain such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

## 7.3 Ownership of Documents.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor. all drawings. specifications. reports. records. documents and other materials prepared by Contractor. its employees. subconsultants. subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement. and Contractor shall have no claim

for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them. and in the event Contractor fails to secure such assignment. Contractor shall indemnify OCFA for all damages resulting therefrom.

## 7.4 Release of Documents.

All drawings. specifications. reports. records. documents and other materials prepared by Contractor. its employees. subconsultants. subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## 8. ENFORCEMENT OF AGREEMENT

## 8.1 California Law.

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

## 8.2 Waiver.

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

# 8.3 Rights and Remedies are Cumulative.

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

# 8.4 <u>Legal Action</u>.

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

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

OCFA reserves the right to terminate this Agreement at any time. with or without cause, upon thirty (30) days' written notice to 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 <u>Termination for Default of Contractor.</u>

- A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.
- B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCFA may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time. OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCFA may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCFA as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any OCFA right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCFA's right to terminate this Agreement without cause pursuant to Section 8.5.
- C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement. OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and

OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

## 8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

## 9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

# 9.1 Non-Liability of OCFA Officers and Employees.

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

## 9.2 Covenant Against Discrimination.

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

## 10. MISCELLANEOUS PROVISIONS

## 10.1 Notice.

Any notice. demand. request. consent. approval. or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by pre-paid. first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the

change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA:

Orange County Fire Authority

Attention: Steve Klein 1 Fire Authority Road Irvine, CA 92602

To Contractor:

Verne's Plumbing Corporation

Attention: Eric Verne 8561 Whitaker St. Buena Park, CA 90621

## 10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

# 10.3 Severability.

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

## 10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

## 10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer. nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

## 10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

## 10.7 Survival.

Any responsibility of Contractor for warranties. insurance. indemnity. record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

## 10.8 Non-Exclusive Agreement.

Contractor acknowledges that OCFA may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that OCFA may have its own employees perform services similar to the services that are the subject of this Agreement.

## 10.9 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing. (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing. (iii) by so executing this Agreement. the Party for which he/she is signing is formally bound to the provisions of this Agreement. and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

	"OCFA"
	ORANGE COUNTY FIRE AUTHORITY
Date:	By:
	Sara Kennedy. CPPB Purchasing Manager
APPROVED AS TO FORM.	ATTEST:
David E. Kendig General Counsel	Maria D. Huizar Clerk of the Board
Date: September 14, 2014	
	"CONTRACTOR"
	VERNE'S PLUMBING, INC.
Date:	By: Aum President Lawrence J. Verne President
Date:	By: Project Manager  Eric Verne Project Manager

# EXHIBIT "A"

#### **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 if by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

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

Business Legal Name:  Verne's Plumbing. In	c.		
Business Parent or Ownership:			
Address: 8561 Whitaker St B	uena Park. Ca. 90621		
Business Telephone No. 714-994-1971	Business Fax No.	994-2203	
Business Tax I.D. Number: 330551722	CSLB License Number: 674077	DIR Registration Number: 1000000572	
Legal form of company: (partnership, corporation, joint venture)	Corporation		
Length of time your business has been in business: 32 years	Length of time at current locat	ion: 12 years	
Number of employees and Number of Current Clients 40 em	ployees 70+ clients		
Management person responsible for direct co ervice required for this Request for Proposal (		County Fire Authority and	
Name: Eric Verne	Title: Project Manager		
		E-mail: Eric@vernesplumbing.com	
		nbing.com	
Telephone No.: 714-994-1971	Eric@vernesplur	nbing.com	
Telephone No.:	Eric@vernesplur	nbing.com	

If yes, you are required to submit form/s (see Appendix F).

## **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	Air Resources Board	
Contact Individual & Title	Haydee Ocampo	
E-mail/Telephone number	hocampo@arb.ca.gov 626-350-6428	
Date of Project & Description of services provided including contract amount	Oct. 2019 - Oc. 2021 Routine and Emergency Plumbing & Sewer Maintenance \$ 49.999.00	
Customer Agency Name	Orange County Community Resources	
Contact Individual & Title	Ruben Aguilar	
E-mail/Telephone number	ruben.aguilr@ocparks.com 949-585-6440	
Date of Project & Description of services provided including contract amount	June 2020 - July 2023 Plumbing services. repairs at various sites. parks. zoo. library.etc NTE: \$ 200.000.00	
Customer Agency Name	So. Calif Regional Rail Authority	
Contact Individual & Title	Eric Poghosyan	
E-mail/Telephone number	poghosyane@scrra.net 323-224-3471	
Date of Project & Description of services provided including contract amount	2016 - 2021 Backflow testing & repairs. as needed plumbing services and maintenance \$ 122.175.00	
Customer Agency Name	La County Metro	
Contact Individual & Title	Lew Yonemoto	
E-mail/Telephone number	YonemotoL@metro.net 213-922-6773	
Date of Project & Description of services provided including contract amount	Oct. 2021 - Sept. 2023 Backflow testing & repairs \$ 795.700.00	
Customer Agency Name	Superiour Courts of California	
Contact Individual & Title	Anthony Palumbo	
E-mail/Telephone number	apalumbo@occourts.org 657-622-7765	
Date of Project & Description of services provided including contract amount	Oct 2017 - Sept. 2022 Backflow testing & repairs. misc. plumbing	

### APPENDIX C - PROPOSAL QUESTIONNAIRE

In addition to the written proposal that demonstrates the Respondent's understanding of the RFP. each Respondent shall also provide the following information. Social media links. brochures. advertisements. or the like will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected.

- 1. Provide information that demonstrates the competence of your business to provide the plumbing maintenance and repair services as documented in the RFP.
- 2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting.
- 3. Provide information regarding your service area and describe any travel charges based on station locations as provided in Attachment A.
- 4. Provide information on how services are scheduled (for both regular hour calls and after-hours/weekends/emergency calls). Include your on call response time following telephone notification and explain how service calls are received and handled. Also provide a description of any automated processes involved.
- 5. Provide information on how the quality of services are monitored. Include any checklists or other tracking methods to insure all services requested have been completed.
- 6. Please describe your warranty terms for repair. parts. and service.
- 7. Please provide information on the number of personnel available to provide requested services.
- 8. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.
- 9. State any exceptions to or deviations from the requirements of this RFP and the sample maintenance services agreement. For each exception and/or suggested change, the respondent must include:
  - a. The suggested change in the agreement and suggested rewording of the contractual obligations
  - b. Reasons for submitting the proposed exception or change

### **APPENDIX D - PRICING PAGE**

Please provide your proposal costs sheet and rates with Appendix - D Pricing Page in a separate sealed envelope or upload as the separate "Cost File" in the online bidding system.

**Proposal Costs** - The service charges information is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional costs outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said costs.

The following scenarios provide an example of some repairs that may be requested.

Please complete the tables below. Price includes any labor, supplies, and equipment needed to perform the services as specified. Include all markup and overhead. (Labor must be based on prevailing wage)

Item	Description	Total Cos
1	Replacement of standard height commercial elongated toilet.  Labor rate \$\frac{125.00}{} / HR x Number of Hours \frac{2}{}   Materials cost \$\frac{350.00}{}	\$ 600.00
2	Garbage disposal replacement  Labor rate \$	\$ 375.00
3	8" c.c. kitchen faucet replacement  Labor rate \$/HR x Number of Hours  Materials cost \$	\$ 485.00
4	50-gallon gas water heater replacement  Labor rate \$125.00/HR x Number of Hours4  Materials cost \$1125.00	\$ 1625.00
5	100-gallon gas water heater replacement  Labor rate \$125.00/HR x Number of Hours12  Materials cost \$3750.00	\$ 5250.00
6	Replacement of 4" c.c. lav sink faucet  Labor rate \$\frac{125.00}{} / HR x Number of Hours \frac{2}{}   Materials cost \$\frac{185.00}{}	\$ 435.00

	A) 1 ½ line model #825Y and manufacture is Febco	
	Labor rate \$_125.00/HR x Number of Hours3	
	Materials cost \$_75.00	
	B) 2 inch line model 975 Wilkins	
	Labor rate \$_125.00 _/HR x Number of Hours3	
6	Materials cost \$_65.00	\$ 2175.00
	C) 2 inch line model 825Y Febco	
	Labor rate \$_125.00/HR x Number of Hours3	
	Materials cost \$	
	D) 6 inch line model 450DA Wilkins	
	Labor rate \$/HR x Number of Hours6	
	Materials cost \$ 175.00	

Please fill in the additional pricing sections for additional consideration. Any request for services estimated at \$5,000 or greater may require informal bidding and a one-time purchase order will be issued with department approval prior to start of work.

Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.	
Classification:	
Journeyman	\$_125.00/Hour
Classification:	
Apprentice	\$/Hour
Classification:	
	\$/Hour

Labor per hour - Prevailing Wages Overtime Rate:		
Classification:		
Journeyman	\$	
Classification:		
Apprentice	\$/Hour	
Classification:		
	\$/Hour	
Video Camera Recording Charge (with media)	\$ 300.00	
Inspection and Calibration (only) of a water meter	\$ 125.00	
Minimum Call Out/Trip charge (if applicable)	\$ 75.00	
Percentage discount off MSRP list price (materials)	zero %	
Term of Offer: It is understood and agreed that this offer method eighty days (180) from the Proposal Submittal Dead Offeror.  No pricing adjustment will be allowed in the first year of the conforming what factors will be considered for pricing in subsections of the consumer Price Index).  Union pay scale. parts & material costs.	fline, and at no time in case of successful tract.	
Any additional information you would like OCFA to consider.		
See attached line card for additional pricing not covered above		



## RESIDENTIAL









#### PLUMBING SERVICE RATES **BACKFLOW TESTING & REPAIRS**

- SERVICE TECH 1HR min.
- SERVICE TECH each additional
- SERVICE TECH OT
- SERVICE TECH DT
- SERVICE TECH Saturday min. charge
- SERVICE TECH Sunday & Holidays min. charge
- SUPERVISOR
- SUPERVISOR OT (or Saturday)
- SUPERVISOR DT (or Sunday & Holidays) Saturday, Sunday, Holidays, & After Hours 2HR min
- \$190.00/1st HR \$115.00/HR
- \$172.50/HR \$230,00/HR
- \$420.00/HR \$535.00/HR
- \$145,00/HR \$217.50/HR \$290.00/HR

\$50.00

\$25.00

\$35.00

\$25.00

\$400.00

\$200.00

\$150.00

\$300.00

\$300.00

\$375.00

\$850,00

\$1250.00

- 1st BACKFLOW TEST AND CERTIFICATION \$70.00ea.
- 2<sup>nd</sup> + BACKFLOWTESTATTHE SAME ADDRESS
- BACKFLOWINVAULT
- BACKFLOW REPAIR TECH BACKFLOW TEST COCK
- **ESTIMATE**

- \$35.00ea. \$35.00min.
- \$115.00/HR \$15.00ea.
- \$115.00

### MACHINE CHARGES

- MAIN LINE MACHINE EACH ADDITIONAL DRUM
- KITCHEN MACHINE
- A HAND MACHINE
- JETTER 4000PSI
- JETTER MINI PROPANE
- JETTER MINI ELECTRIC PIPE LOCATIONS/PIPESCOPE
- LEAK DETECTION
- FREEZING TOOL
- CONCRETE SCANNER GPR % DAY

40 Gallon Water Heater

50 Gallon Water Heater

**CONCRETE SCANNER GPR FULL DAY** 

## **EQUIPMENT CHARGES**

- SUMP PUMP \$65.00 COPPER-PRESS TOOLS 1/2" - 1" \$75.00
  - COPPER-PRESS TOOLS 1/2" 4" \$150.00 **GENERATOR** \$85.00
  - AIR COMPRESSOR \$115.00 THREADING MACHINE \$135.00 JACK HAMMER/DRILL \$150.00
  - \$220.00 WELDING MACHINE \$250.00 WACKER COMPACTOR
  - \$325.00 BACKHOE PICKUP OR DELIVERY (SUBJECT TO CHANGE) \$350.00
  - All Equipment Rates Are Per Day

### WATER HEATER PACKAGE

### **TOILET PACKAGES**

Water heater package includes water flex, gas flex and T&P valve

**Tankless Water Heater Installs** Tankiess Flush Recommended Acquiply

We Do Filters & Softeners

\$685.00 plus tax & labor \$730.00 plus tax & labor

> **Call for Quote** \$250

**Call for Quote** 

TOTO DRAKE

Standard Round Bowl Toilet Package \$287.00 **Elongated Bowl Toilet Package** \$305.00 **ADA Toilet Package** \$355.00 plustax & labor

Standard Round Bowl Toilet Pack Kohler Wellworth \$195.00 Elongated Bowl Toilet Package Kaller Wellworth \$255.00 ADA Toilet Package Nobler Wetworth \$305,00

Toilet package includes slow those toilet seat, water flex lines and wax ring.

Established in 1989

www.vernesplumbing.com

### APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to RFP RO2501 – Plumbing Maintenance and Repair Services. 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.

Verne's Plumbir				
Name of Firm				
8561 Whitaker S	St.			
Address				
Buena Park	Ca.		90621	
City	State		Zip	
Hampellin	President	07/07	7/2021	
Signature of Person Authorized to Sign		Date		
Lawrence J. Verne		Presid	dent	
Printed Name		Title		

### APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to RFP RO2501 – Plumbing Maintenance and Repair Services. 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 on 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.

Verne's Plumbing. Inc.			
Name of Firm			
8	561 Whitaker St.		
Address			
Buena Park.	Ca.		90621
City	State		Zip
Hannes	Mu. President	07/08/202	21
Signature of Person Autho	rized to Sign	Date	
Lawrence J. Verne		Presiden	t
Printed Name		Title	

### **APPENDIX F**

### PARTY AND PARTICIPANT DISCLOSURE FORMS

(SEE FOLLOWING PAGES)

## ORANGE COUNTY FIRE AUTHORITY PARTY DISCLOSURE

The attached <u>Party Disclosure Form</u> must be completed and submitted by the offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 12 of this solicitation.

The <u>Participant Disclosure Form</u> 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/or her alternate during the 12 months preceding the decision on the contract award or proceeding. that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

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

- E. Your "agent" is someone who represents you in connection with a proceeding involving a license. permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law. architectural. engineering. consulting firm. or similar business entity. both the business entity and the individual are "agents."
- F. To determine whether a campaign contribution of more than \$250 has been made by you.

campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency. whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint 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>&</sup>lt;sup>1</sup> Entitlement for the purposes of this form refers to contract award.

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

# ORANGE COUNTY FIRE AUTHORITY PARTY DISCLOSURE FORM

Party's Name:	Verne's Plumbing. Inc.
Party's Address:	8561 Whitaker St.
_	Buena Park. Ca. 90621
Party's Telephone:	714-994-1971
Solicitation Title and Nu	umber: RFP number: RO2501 Plumbing Maintenance & Repair Services
Based on the party disc	losure information provided. are you or your business subject to party disclosures?
form.	box and sign below. Yes $\square$ If yes. check the box. sign below and complete the
Date:	Signature of Party and/or Agent
	Lawrence J. Verne
To be completed only months. Attach addition	y if campaign contributions have been made in the preceding twelve (12) onal copies if needed.
Board Member(s) or Alt of contribution(s) in the	ernate(s) to whom you and/or your agent made campaign contributions and dates preceding 12 months:
Name of Member:	
Name of Contributor (i	
Date(s):	
Amount(s):	
Name of Member:	
Name of Contributor (i	f other than Party):
Date(s):	
Amount(s):	
Name of Member:	
Name of Contributor (i	f other than Party):
Date(s):	
Amount(s):	

## ORANGE COUNTY FIRE AUTHORITY PARTICIPANT (AGENT) DISCLOSURE

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

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

### IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

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

### AND

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

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

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

## ORANGE COUNTY FIRE AUTHORITY PARTICIPANT DISCLOSURE FORM

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

Prime's Business Name:	
Party's Address:	
work is also as the	
Solicitation Title and Number:	
Date:	
Signature of Party and/or Agent	
Board Member(s) or Alternate(s) to whom you and/ of contribution(s) in the preceding 12 months:	or your agent made campaign contributions and dates
Name of Member:	NA
Name of Contributor (if other than Party):	
Amount(s):	
tar	
Name of Contributor (if other than Party):	
D-4-(-)	
Amount(s):	
Name of Member:	
Name of Contributor (if other than Party):	
Date(s):	
Amount(s):	

# 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 Tettemer, 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

### **APPENDIX G**

### **CONTRACTOR'S LICENSING STATEMENT**

The undersigned certifies that the Contractor is licensed in accordance with the laws of the State of California. The successful Contractor and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Provide additional contractor's license details if applicable.

Contractor's License No.	674077	Class <u>B. C34. C36</u>	Expiration
Department of Industrial Re	elations (DIR) #	1000000572	
Name of Individual Contrac	ctor NA		
Signature of Owner			
Business Address			
If the contractor operates u	nder a partnership pro	ovide the name of the firm	, name, title and address below.
Name of Firm	NA		
Business Address			
Name		Title	
Address			
Name		Title	
Address			
If the contractor operates usignatures of the President		rovide the name and add	dress below in addition to the a
Name of Corporation	Verne's Plumbing. In	ic.	
Business Address	8561 Whitaker St B	uena Park. Ca. 90621	
Lawrence J. Verne	Jun	Signature o	f the Corporation President of the Corporation Secretary
Shari C. Ferguson	guam		the corporation decretary

### APPENDIX H

### LIST OF SUBCONTRACTORS

Contractor acknowledges and agrees that under Public Contract Code section 4100. et seq.. it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the contractor in or about the work in an amount in excess of one-half of one percent (0.5%) of contractor's total bid and the kind of work that each will perform. Furthermore, contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., if contractor fails to list as to any portion of work, or if contractor lists more than one subcontractor to perform the same portion of work (i.e. contractor must indicate what portion of the work each subcontractor will perform), contractor must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and contractor intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid. contractor must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of contractor'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, contractors 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.

Listed below is the name of each subcontractor that will perform work. labor, or render services to the undersigned related to the work of this project. 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 contractors total bid.

Subcontractor Name	None at time of bid	Location	
Portion of Work/Trade			
Bid Amount			_
		DIR Number	
Subcontractor Name		Location	
Portion of Work/Trade			
Bid Amount			
Contractor's License Nur	mber	DIR Number	

### APPENDIX I

### CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

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.

The business listed below 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.

We agree specifically:

- 1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
- To communicate this policy to all persons concerned, including all business employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
- 3. To take affirmative steps to hire minority employees within the company.

Business Name _	Verne's Plumbing, Inc.	
Signature	ann Jenn	. President
Printed Name/Title	of Business Representative	Lawrence J. Verne. President
Date	07/ 08/ 2021	
Please include any a now in effect within y		egarding equal opportunity employment programs

### APPENDIX J

### **DEBARMENT AND SUSPENSION CERTIFICATION**

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Contractor, 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;

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended. debarred. voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- 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.

If there are any exceptions to this certification, inser-	t the exceptions in the following space.
None	
어린 그들이 아이들이 아니는 아이들이 아이들이 아이들이 아이들이 아이들이 아이들이 아이들이 아이들	vard. but will be considered in determining contractor cate below to whom it applies. initiating agency. and
Note: Providing false information may result in crimin	nal prosecution or administrative sanctions.
Pusiness Name Verne's Plumbing, Inc.	
Business Name Verne's Plumbing. Inc.	
Acres & Wille	. President
Signature Tumuy sum	. I resident
	Lawrence I Verne President
Printed Name/Pitle of Business Representative _	Lawrence 3. Verne. President
07/08/2021	
Date	

### APPENDIX K

### PREVAILING WAGE CERTIFICATION

### **RFP RO2501**

Plumbing Maintenance and Repair Services

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.

Date	07/08/2021
Legal Name of Contractor _	Verne's Plumbing Inc.
Signature	faunt du President
Print Name	Vawrence J. Verne
Title	President

### APPENDIX L

### WORKER'S COMPENSATION INSURANCE CERTIFICATION

### **RFP RO2501**

Plumbing Maintenance and Repair Services

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. 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	07/08/2021	_
Legal Name of Conti	actor Verne's Plumbing, Inc.	
Signature	January Glaw . President	_
Print Name	Lawrence J. Verne	_
Title	President	

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)



July 12, 2021

### About us:

Verne's Plumbing, Inc. has been in business for over **31** years serving the Southern California area. We are a licensed Union plumbing contractor with B, C34, and C36 licenses and can provide qualified and experienced plumbers for any project. We can provide Commercial, Service, repair and tenant improvements, industrial such as Schools, Fire Stations, Police Stations, and other Municipalities and residential service and repair, drain cleaning, Hydro jetting, pipe scoping, gas piping and welding and Street work. We also have several backflow testers who are licensed and certified with AWWA and USC, O.C. Health Dept., Los Angeles County Health Dept., Ventura County Health Dept., Riverside, San Bernardino Counties and have numerous years' experience testing, repairing, installing and replacing all sizes, makes and models of backflow devices. We strive to do our best and always keep the lines of communication open through standard construction practices.

Lawrence J. Verne. President



July 12, 2021

### Minimum Qualifications:

Verne's Plumbing, Inc. has over 31 years' experience providing plumbing service to our clients Throughout Southern California. We have multiple contracts with school districts, community colleges, Cities and County agencies as well as residential clients.

We can provide service for all of the OC Fire Authority requirements listed on page 6 of Scope of Work.

DIR # 1000000572, exp. 06/30/2022

CSLB: 674077 exp. 07/31/2023 B, C34, C36

Service calls will be handled by our Dispatcher (Raul) and Service Manager (Eric) And will go through our office phone number

Main office and dispatch center located at 8561 Whitaker St., Buena Park, Ca. 90621 Dispatcher: Raul Orrosquieta, 714-994-1971, Raul@vernesplumbing.com

Emergency Calls during business hours: Contact Raul Orrosquieta 714-994-1971, Raul@vernesplumbing.com After hours contact: Eric Verne, 714-412-3503 <u>Eric@vernesplumbing.com</u>
We will respond via phone call within two hours and at jobsite as soon as possible. We will gather all Necessary materials and equipment and head to the job.

All of our Journeyman and apprentices are full time employees of Verne's Plumbing, Inc. Journeymen have completed the Union apprenticeship program and have graduated to Journeymen. Apprentices are currently enrolled in the apprenticeship program.

We have several Plumbing trucks equipped with tools and materials, from mini jetters to hydro jetters, Kitchen hand machines to main line machines, leak detectors, Pipe locators, pipe scopes etc.

If we need to access a supply house for emergency work we have the capability to do so. After hours emergency to open supply house is an extra cost.

Lawrence J. Verne, President



July 12, 2021

### Personnel and Qualifications

Service Philosophy: We strive to service all of our customers with honesty and integrity and in a timely manner.

Key Personnel:

Eric Verne, Project manager
Angel Mendez, Journeyman plumber
Jose Magallon, Journeyman plumber
Olinser Garcia, Journeyman plumber
Justin Salazar, Journeyman plumber
David Bueno, Journeyman plumber
Jacob Mendez, Apprentice plumber
John Castillo, Apprentice plumber

All of our Journeymen plumbers have completed the five year apprenticeship training program with the Union And continue upgrades classes through the Union.

Our Apprentice plumbers are currently enrolled in the five year apprenticeship program through the union and work along side the Journeymen.

Timeline of Communication: We will respond to a service call via phone, email or fax as soon as possible, 4 hours at the most.

Hours: Regular hours: M-F 8am – 5pm Overtime/Double time: M-F 5pm – 8am Saturdays: Overtime or Double time Sundays & Holidays: Double time

Tools and Equipment: Our own tools and equipment include Hydro jetter, drain machines, Pipe scopes, Leak detection, bobcats, backhoe, scissor lifts, jackhammers, etc.

Lawrence J. Verne, President

### (Rev. October 2018) Department of the Treasury

### **Request for Taxpayer Identification Number and Certification**

requester. Do not send to the IRS.

Give Form to the

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Interna	Revenue Service	▶ Go to www.irs.gov/FormW9 for instructions and the late	st information.		
	1 Name (as shown or	your income tax return). Name is required on this line; do not leave this line blank.			
	VERNE'S PLUMBING, INC.				
		regarded entity name, if different from above			
age 3.	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.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Print or type. Specific Instructions on page	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC		Exempt payee code (if any)		
	D Limited Stability	Common Fator the Association (C. Common St.	- hi-va	Excript payer code (ii ally)	
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check			Exemption from FATCA reporting	
	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 <b>mot</b> 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.			code (if any)	
cit	Other (see instructions)			(Applies to accounts maintained outside the U.S.)	
be		treet, and apt. or suite no.) See instructions.	Requester's name a	nd address (optional)	
0				(-)	
ű	6 City, state, and ZIP				
	7 List account number				
	/ List account number	(a) here (aptional)			
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 77N, later.			]-[]-[]		
		ore than one name, see the instructions for line 1. Also see What Name a	end Employer i	dentification number	
Vumb	er to Give the Reque	ster for guidelines on whose number to enter.	100000	2 12 0 0 0 0 2	
				新国 (4) - 1 (4) (4)	
Part	Certifica	tion			
Jnder	penalties of perjury,	I certify that:			
2. I am Serv	n not subject to back vice (IRS) that I am su	his form is my correct taxpayer identification number (or I am waiting for a up withholding because: (a) I am exempt from backup withholding, or (b) ubject to backup withholding as a result of a failure to report all interest o kup withholding; and	I have not been no	tified by the Internal Revenue	
3. I am	a U.S. citizen or oth	er U.S. person (defined below); and			
. The	FATCA code(s) enter	red on this form (if any) indicating that I am exempt from FATCA reporting	is correct.		
ou ha	ve failed to report all in ition or abandonment	You must cross out item 2 above if you have been notified by the IRS that you neterest and dividends on your tax return. For real estate transactions, item 2 of secured property, cancellation of debt, contributions to an individual retire ends, you are not required to sign the certification, but you must provide you	does not apply. For ment arrangement	mortgage interest paid, (IRA), and generally, payments	
Sign Iere	Signature of U.S. person ▶	Sarbara Relevice 0	ate ▶ 07/12/2	021	
Gen	neral Instru	etions • Form 1099-DIV (div	idends, including t	nose from stocks or mutual	

Section references are to the Internal Revenue Code unless otherwise

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.

### **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-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.

### **SCOPE OF WORK**

1248300.1

### **SECTION II: SCOPE OF WORK**

### 2.1 PROJECT BACKGROUND

### 2.1.1 GENERAL INFORMATION

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of its headquarters and fire stations. The purpose of this Request for Proposals is to establish a contract for plumbing maintenance and repair services on an as needed basis. The successful contractor will provide plumbing maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair plumbing systems of OCFA's seventy-eight (78) fire stations and the RFOTC and US&R. The list of Fire Stations and addresses are provided as Attachment A.

### 2.1.2 PROGRAM OBJECTIVES

The OCFA is seeking proposals from qualified contractors to provide plumbing maintenance and repair services for its headquarters located at 1 Fire Authority Road, Irvine, CA 92602, fire stations, and other properties on an as-needed basis.

The following is a partial list of items or issues that may need attention:

- All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or non-metallic pipe used inside property lines.
- All piping for water filters, water softeners, water meters and the setting of same.
- All cold, hot and circulating water lines piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, solar systems, display fountains, drinking fountains, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
- All water services from mains to buildings, including water meters and water meter foundations.
- Wall water mains from whatever source, including branches and fire hydrants, etc.
- All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc. This includes all storm drain piping inside property lines.
- All equipment in bath and washrooms, shower stalls, etc.
- All bathroom, toilet room, and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- All lawn sprinkler work, including piping, fitting, and lawn sprinkler heads.
- All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas equipment.
- All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
- All air piping of every description.
- All temporary piping of every description in connection with building and construction work, excavating and underground construction.
- The operating, maintenance, repairing, servicing and dismantling of all work installed by journeymen plumbers and/or pipe fitters.

Additional services other than those listed may be requested by OCFA Property Management during the contract term. Any additional services added to the contract are to be provided at the same time and material prices offered in the proposal.

Services not detailed in this scope, are not to be performed unless they are requested, provided a project number and authorized by OCFA. All additional work must be documented, signed by OCFA Property Management. Additional work is to be billed at the hourly rate provided in the proposal.

### 2.2 MINIMUM QUALIFICATIONS, PREFERRED KNOWLEDGE, EXPERIENCE, SKILLS

The below list qualifications are required in order for offeror's proposal to be considered by OCFA.

- **2.2.1** Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing plumbing maintenance and repair services.
- 2.2.2 Contractor must possess a valid California C-36 Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
  - **2.2.2.1** The work required hereunder is based on the California Department of Consumer Affairs Contractors State License Board (CSLB). Any changes made by the CSLB automatically apply to the license classifications listed below.

Plumbing Work

### C-36 – Plumbing Contractor

A plumbing contractor provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. This classification includes but is not limited to:

- (a) Complete removal of waste from the premises or the construction and connection of on-site waste disposal systems;
- (b) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental, commercial and industrial uses;
- (c) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;
- (d) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;
- (e) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and
- (f) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventors, water conditioning equipment and regulating valves.
- **2.2.3** Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

Offerors must meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the submitted proposal to be eliminated from further consideration in the evaluation process.

### 2.3 GENERAL CONTRACTOR RESPONSIBILITIES

OCFA expects the selected contractor to provide a proposal with a detailed approach based on past experience and knowledge using the following information as guidance as to OCFA's expectations about the level of service that will be provided. The successful contractor will be responsible for providing all services as described in this provided Scope of Work (including but not limited to):

### 2.3.1 Performance Requirements:

- 2.3.1.1 Contractor must provide trained and experienced personnel. Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.
- **2.3.1.2** All work must be done per specifications, according to all applicable and acceptable industry standards as it relates to each trade, of the highest quality workmanship commensurate with the required work, and completed by the time required. Contractor personnel must wear uniforms, furnished by the Contractor with the Contractor's name and/or logo, and employee name at all times during the performance of the work at the RFOTC.
- **2.3.1.3** Contractor must provide their own telephones. The use of OCFA telephones and radios are prohibited except under emergency circumstances for medical aid, fire, or safety.
- 2.3.1.4 Contractor must furnish and maintain at its own expense, an adequate stock of materials/supplies, parts, all equipment and tools to perform the specified work and provide a timely service. All supplies, labor, vehicles and equipment must be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by OCFA.
- 2.3.1.5 Any additional work performed on an hourly basis, separate from the contract will require a daily time sheet signed by OCFA Property Management Facilities Manager or designated representative.
- **2.3.1.6** OCFA will not provide office or storage space for the Contractor's supplies, vehicles or equipment.

### 2.3.2 Service Call Procedure:

- **2.3.2.1** Upon arrival at each site, the Contractor shall complete the following:
  - Sign in on the station log (at all fire stations)
  - Check in with the Station Captain, if available
  - Evaluate the specific materials and labor required to complete the repair
  - Develop an estimate of the expected costs (if possible)
  - Develop potential alternatives with costs, in the case of repair vs. replacement
  - Advise Property Management by telephone of the cost of repairs and other work PRIOR to proceeding with the work.
  - Contractor will proceed with work after authorization is received from Property Management
  - Complete all work in accordance with the estimate
- 2.3.2.2 Contractor must prepare service call report detailing the work performed, obtain the signature of the Station Captain on the report (if available), and leave a copy of the report at the site. That report must at least contain the following: Time of arrival, time of departure, brief summary of repair request, detailed summary of the work performed, summary of any additional work required or recommended.
- **2.3.2.3** Contractor must advise Property Management if any additional work is required and when the Contractor will return to perform the work.
- **2.3.2.4** If urgent repairs are needed, Contractor will advise Property Management, by telephone, with an estimate of repairs and other work prior to proceeding with the work.
- **2.3.2.5** Contractor must contact Property Mgmt. to obtain additional authorization when the repair work is expected to exceed the original estimate by more than 10%.

### 2.3.3 Service Requirements:

### 2.3.3.1 General

- 2.3.3.1.1 Note that per the Business and Professions Code ss. 7059: "In no case shall the...[Contractor] whose classification constitutes less than a majority of the project [perform the project unless]...the performance of the work in the crafts or trades, other than in which [Contractor] is licensed, is incidental and supplemental to the performance of the work in the craft for which the [Contractor] is licensed....All work to be performed outside of [Contractor's] license specialty, except work authorized by [the aforementioned], shall be performed by a licensed subcontractor..."
- 2.3.3.1.2 Perform all work in accordance with the latest editions or addenda of the following applicable codes, standards and specifications.
- 2.3.3.1.3 Perform all work according to all applicable industry-standards and to the highest quality commensurate with the required work.
- 2.3.3.1.4 Ensure that all work is done only by experienced and professional personnel.
- 2.3.3.1.5 Provide everything necessary to complete the repairs and maintenance work including but not limited to labor, equipment, materials, consumables, etc.
- 2.3.3.1.6 Ensure that all work properly and neatly fits the adjacent existing materials.
- 2.3.3.1.7 Perform work according to any applicable manufacturer's specifications.
- 2.3.3.1.8 Provide a 24/7 call number for emergency repair work.
- 2.3.3.1.9 Respond in the time required.
- 2.3.3.1.10 Remove and properly dispose of any to-be-replaced materials.
- 2.3.3.1.11 Provide all documentation, altered diagrams, updated or new manuals, and the like within seven calendar days after the repairs have been affected. (as applicable)

### **2.3.3.2 Repairs**

- 2.3.3.2.1 Diagnose and recommend an appropriate solution to remedy the damage or defect according to all applicable manufacturers' specifications, Standard Specifications for Public Works Construction, and industry standard practices.
- 2.3.3.2.2 Provide an estimate of the repair costs at the hourly rates and materials amounts.
- 2.3.3.2.3 Make approved repairs as soon as possible, but only after department so authorizes.
- 2.3.3.2.4 Verify work has been completed properly and adjacent work is not affected.

### 2.3.4 Subcontractors

- **2.3.4.1** The majority of the work as required herein and at the time the work is requested must be done by the awarded Contractor.
- **2.3.4.2** The work may not be subcontracted or sublet to another contractor unless the contractor has been listed on the Subcontractor List or a substitution of that contractor has been approved by Property Management in advance of any scheduled or actual work.
- **2.3.4.3** Subcontrator(s) must meet all insurance requirements of the prime contractor as listed on the Maintenance Services Agreement.

### 2.3.5 Specialized Equipment

- **2.3.5.1** Provide all equipment necessary to facilitate the work required herein at Contractor's sole expense.
- **2.3.5.2** Provide the necessary safety equipment.
- **2.3.5.3** Ensure that you have accurately and completely determined the actual types of equipment well in advance of the work to be performed.

### 2.3.6 Specific Work for Repairs

### 2.3.6.1 Repairing

2.3.6.1.1 Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.

- 2.3.6.1.2 Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
- 2.3.6.1.3 Coordinate the repairs and times with Property Management.

### 2.3.6.2 Reporting

- 2.3.6.2.1 Provide verbal reports to Property Management as necessary to facilitate the work required herein.
- 2.3.6.2.2 Provide written reports, along with warranties of installed products (outside of products provided by OCFA), to Property Management with the invoice for completed work, which must contain, but not limited to the following:
  - Location number/address serviced.
  - Facility generated Work Order(s)
  - Date and time Location was serviced.
  - Types of and Quantities materials used and/or replaced.
  - Potential Hazards at and around the Locations.
  - Proposed alternate products that are cost-effective, energy efficient, and or have environmental advantages.
  - Failure to provide the written report with the invoice will suspend any related payments by the number of days until the report is received.
  - Failure to complete the required replacements will suspend any related payments by the number of days until the work is received.

### 2.3.7 Specific Work for Preventative Maintenance

### 2.3.7.1 Service Inspections

- 2.3.7.1.1 Tour all designated work areas with Property Management to review and document items requiring corrective action.
- 2.3.7.1.2 If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.
- 2.3.7.1.3 Make all required remedies to any work deficiencies as soon as practicably possible, but in no event greater than three business days after receipt of notification from OCFA.

### 2.3.7.2 Replacing Materials

- 2.3.7.2.1 Replace materials only with same item as being replaced.
- 2.3.7.2.2 If alternative materials are being proposed, use the most energy-efficient, cost-effective, and replacements that have environmental advantages and that exhibit the same performance characteristics as the item being replaced. All such proposed replacements must be reviewed in advance of their replacements by Property Management prior to such replacements; then, only after approval will such replacements be permitted.
- 2.3.7.2.3 Dispose of any materials used in the course of completing scope of work properly, and in accordance to all governing agencies at contractor sole expense. This includes manifesting and chain of custody if required based on the nature of work being provided.

### 2.3.8 Performance Hours:

All work must be coordinated with OCFA Property Management unless otherwise specified.

The Contractor must conduct the work at all times in a manner which will not interfere with normal OCFA operations.

### 2.3.9 Quality Control:

All items furnished must be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the OCFA. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the OCFA shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a manufacturer's warranty of at least twelve (12) months on workmanship, parts, and labor.

### 2.3.10 Damage or repair:

If any materials, equipment or other property contained in or constituting a part of an OCFA premise shall be damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

### 2.3.11 Safety:

- 2.3.11.1 Contractor, its employees, and agents must comply with all applicable health and safety requirements and procedures while performing services and exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.
- **2.3.11.2** Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.
- **2.3.11.3** SDS sheets (material safety data sheets) are to be provided on all products before they are brought on the premises. SDS shall be posted in each location the products are stored. All containers shall bear proper labels.
- **2.3.11.4** Contractor must outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.
- **2.3.11.5** Contractor shall must restrict access to the designated areas and parking spaces under the performance of the contract.
- **2.3.11.6** Contractor and its employees shall not enter areas of the facilities not specifically included in this specification for services.

### 2.3.12 Warranties:

Contractor represents, warrants, and covenants that in connection with any services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such services; all equipment used in the performance of services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it will perform such services in compliance with all necessary and applicable permits and it has obtained or will obtain all permits necessary to perform the services; it possesses the professional and technical skills required to perform the services; no environmental enforcement actions have been brought or are likely to be brought against contractor that could have a material adverse effect on OCFA;

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and any agents or personnel employed by the contractor will meet the same standards as apply to contractor that could have a material adverse effect on OCFA.

### 2.3.13 Additional Information:

This contract is for the maintenance and repair of existing items, equipment, and structures and does not include larger projects, new work or add-ons. Splitting costs on a single facility-generated work order, projects, or work to avoid this limitation is prohibited and subject Contract to immediate termination.

OCFA will invite Contractors to provide quotes for larger projects. Contractors may provide additional discounts at the time of the quote. Contractor with the lowest total responsive quote for a given job will be awarded that job. This process will be repeated for future work.

OCFA may choose to award jobs that are expected to be less than \$5,000 to Contractor any that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

The preceding dollar limitation applies only to ROUTINE requests and does not apply to EMERGENCY or URGENT requests; OCFA may choose to award EMERGENCY or URGENT jobs as is in OCFA's best interests.

The OCFA may also conduct regular performance reviews on a regular basis to evaluate the levels of service and quality provided.

Contract Coordinator: OCFA/Property Management Staff (714) 573-6470

### Contract Manager:

- Steve Klein, OCFA Facilities Manager, (714) 573-6475, cell (714) 720-6067 and email: steveklein@ocfa.org.
- David Nickols, OCFA Project Specialist, (714) 573-6479, davidnickols@ocfa.org

### 2.4 OCFA RIGHTS AND RESPONSIBILITIES

OCFA will be responsible for.

- Providing all relevant policies, procedures, and expected conduct in either verbal and/or written format.
- An OCFA representative will be designated to support the awarded contractor.
- The OCFA will be responsible for providing the Contractor with the specific information needed as it relates to the project.
- A project team made up of OCFA departmental representatives is available as necessary to answer questions and provide resources.

### 2.5 SPECIAL TERMS AND CONDITIONS

Warranties: Contractor represents, warrants, and covenants that in connection with any Services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such Services; all equipment used in the performance of Services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such Services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such Services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governments; it possesses the professional and technical skills required to perform the

Services; and any agents or personnel employed by the Contractor will meet the same standards as apply to Contractor that could have a material adverse effect on OCFA.

**Repair or Damage:** If any materials, equipment, or other property contained in or constituting part of an OCFA premise is damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, the Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

**Safety:** Contractor, its employees, subcontractors, and agents shall comply with all applicable health and safety requirements and procedures while performing Services at the Premises. Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

**License and Regulations:** Contractor, at its expense, shall maintain all required licenses and permits, and all required amendments, extensions, supplements, and renewals in order to perform services throughout the term. Contractor shall provide OCFA with a copy of the license in good standing for the services performed.

**Independent Contractor:** Contractor and its employees are not employees of OCFA and are not entitled to any of the rights, benefits, or privileges of OCFA employees including, but not limited to, medical, unemployment, or workers' compensation insurance. To ensure that each employee of Contractor performing any work covered by the provisions of this RFP understands and acknowledges that Contractor and its employees are not employees of OCFA, each employee of Contractor performing work under this RFP shall complete, execute, and deliver to OCFA a Vendor Employee Acknowledgment Form (Exhibit 2) prior to commencing or performing any work resulting from this proposal.

**Payment of Tax Obligations:** Under no circumstances shall the OCFA be held responsible for handling any tax obligation, including, but not limited to Federal Income Tax withholding, FICA, or unemployment compensation. The OCFA shall be responsible solely for its contractual obligation to the Contractor. Personnel furnished by the Contractor are not entitled to participate in any plans or benefits offered to OCFA employees. Contract staffing personnel are not entitled to payment for OCFA holidays.

**Overtime:** Overtime is defined as any time in excess of forty (40) hours per week worked under this contract. Overtime shall not be performed without the express authorization of the OCFA.

**Quality Control:** All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the OCFA. Before making a referral of one of its employees, the Contractor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the OCFA. The OCFA shall have the right, if necessary, to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual. **Personnel provided by the Contractor must follow OCFA policies.** 

**Supervision:** Work policies, standards and procedures established by the Risk Management Section shall be followed at all times. The Contractor and its employees shall conform in all respects with regard to physical, fire and security policy while on OCFA property.

**Fraudulent Timecards & Unauthorized Costs:** The Contractor shall reimburse the OCFA for any improper charges that are discovered within one (1) year of payment by the Authority. This includes, but is not limited to, fraudulent timecards prepared by the Contractor's employee, unauthorized long-distance phone calls, incorrect timecards, improper rate charges, etc.

Orange County Fire Authority	RFP No. RO2501
<b>Payment:</b> Invoices shall be submitted to the OCFA or contract personnel, classification, employee rate of panumber of hours worked.	n a monthly basis and must include the names or ay per this contract, billing rate to the OCFA, and
14	

STATION	ADDRESS	PHONE
RFOTC Headquarters	RFOTC,1 Fire Authority Road, Irvine 92602	714 573-6000
<b>USAR</b> Warehouse	19682 Descartes, Foothill Ranch, 92610	949 597-1403
2	3642 Green Ave , Los Alamitos 90720	562 431-6026
4	#2 California Ave , Irvine 92612	949 854-7544
5	23600 Pacific Island Dr , Laguna Niguel 92677	949 249-3085
6	3180 Barranca Pkwy , Irvine 92606	949 559-7530
7	31865 Del Obispo, SJC 92675 (Reserves)	949 831-0872
8	10631 Skyline Dr , Santa Ana 92705	714 544-5292
9	#9 Shops at Mission Viejo, Mission Viejo 92691	949 582-9260
10	18422 E Lemon Dr , Yorba Linda 92886	714 970-1216
11	259 Emerald Bay, Laguna Beach 92651 (Reserves)	949 494-6933
13	7822 Walker St , La Palma 90623	714 523-8031
14	P O BOX 12, Silverado 92676 (Reserves)	714 649-2211
15	27172 Silverado Canyon Rd , Silverado 92676	714 649-0190
16	28891 Modjeska Canyon Road, Silverado 92676 (Reserves)	714 649-2500
17	4991 Cerritos Ave , Cypress 90630	714 821-3840
18	30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves)	949 858-9369 / 949 459-1460
19	23022 El Toro Rd , Lake Forest 92630	949 837-0911
20	7050 Corsair, Irvine 92618	949 451-0020
21	1241 Irvine Blvd , Tustin 92780	714 544-0171
22	24001 Paseo de Valencia, Laguna Hills 92637	949 837-5471
23	5020 Santiago Canyon Road, Orange 92869	714 997-2552
24 25	25862 Marguerite Pkwy, Mission Viejo 92692	949 837-9333
25 26	8171 Bolsa Ave , Midway City 92655	714 893-8723
26 27	4691 Walnut Ave , Irvine 92604 (Reserves) 12400 Portola Springs, Irvine 92618	949 559-0201 949 653-2727
28	17862 Gillette Ave , Irvine 92614	949 660-0427
29	26111 Victoria Blvd , Dana Point 92624	949 496-9354
30	23831 Stonehill Drive, Dana Point 92629	949 661-0203
31	22426 Olympiad Rd , Mission Viejo 92692 (Reserves)	949 581-1910
32	20990 Yorba Linda Blvd , Yorba Linda 92887 (Reserves)	714 970-0344
33	374 Paularino, Costa Mesa 92626	949 852-3200
36	301 E Yale Loop, Irvine 92604	949 551-6881
37	15011 Kensington Park Drive, Tustin 92780	714 259-7720
38	26 Parker, Irvine 92618	949 859-6926
39	24241 Avila Road, Laguna Niguel 92677	949 831-3232
40	25082 Vista del Verde, Coto de Caza 92679	949 459-7410
41	3900 West Artesia Ave, Fullerton 92833 (Reserves)	714 522-4141
42	19150 Ridgeline Road, Lake Forest 92679	949 589-0323
43	11490 Pioneer Way, Tustin 92782	714 544-7462
44	718 Central Ave , Seal Beach 90740	562 431-0648
45	30131 Aventura, Rancho Santa Marg 92688	949 858-8801
46	7871 Pacific Street, Stanton 90680	714 827-0533
47	47 Fossil, Irvine 92603	949 854-4747
48	3131 N Gate Rd, Seal Beach 90740	562 430-0415
49	31461 St of Golden Lantern, Laguna Niguel 92677	949 249-9681
50	670 Camino de Los Mares, San Clemente 92673	949 361-9670
51	18 Cushing, Irvine 92618	949 341-0051
53	25415 E La Palma, Yorba Linda 92887	714 692-8381
54	19811 Pauling Ave , Lake Forest 92610	949 581-4406
55	4955 Portola Parkway, Irvine 92620	714 508-0055
56	56 Sendero Way, Rancho Mission Viejo 92694	949 489-4309
57	57 Journey, Aliso Viejo 92656	949 362-9237
58	58 Station Way, Ladera Ranch 92694	949 347-2258
59	48 Avenida La Pata, San Clemente 92673	949 940-0372
60	121 Avenida Victoria, San Clemente 92672	949 366-6750

STATION	ADDRESS	PHONE		
61	7440 La Palma Ave, Buena Park 90620 714 527-4118			
62	7780 Artesia Blvd , Buena Park 90621 714 521-0284			
63	9120 Holder Street, Buena Park 90620	714 229-4826		
64	7351 Westminster Blvd , Westminster 92683	714 379-4920		
65	6061 Hefley St , Westminster 92683	714 379-4931		
66	15061 Moran St , Westminster 92683	714 379-4935		
70	2310 N Old Grand Street, Santa Ana 92705	714 567-3270		
71	1029 West 17th Street, Santa Ana 92706	714 567-3271		
72	1688 East 4th Street, Santa Ana 92701	714 567-3260		
73	419 Franklin, Santa Ana 92703	714 567-3264		
74	1427 South Broadway, Santa Ana 92707	714 567-3230		
74	1439 South Broadway, Santa Ana 92707	714 567-3236		
75	120 West Walnut, Santa Ana 92701	714 567-3255		
76	950 West MacArthur, Santa Ana 92707	714 850-4576		
77	2317 South Greenville, Santa Ana 92704	714 850-4577		
78	501 North Newhope, Santa Ana 92703	714 265-4878		
79	1320 East Warner, Santa Ana 92705	714 850-4579		
80	14162 Forsyth Lane, Garden Grove 92844	714 638-6372		
81	11261 Acacia Parkway, Garden Grove 92840	714 638-6340		
82	11805 Gilbert St , Garden Grove 92841	714 638-6360		
83	12132 Trask Ave , Garden Grove 92843	714 638-6366		
84	12191 Valley View St , Garden Grove 92845	714 889-2001		
85	12751 Western Ave , Garden Grove 92841	714 889-2007		
86	12232 West St , Garden Grove 92840	714 638-6390		

# ORANGE COUNTY FIRE AUTHORITY PLUMBING MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT FOR PLUMBING MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this \_\_\_\_\_ day of September, 2021 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Pacific Plumbing of Southern California, a Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

#### **RECITALS**

- A. OCFA requires the services of a qualified contractor to provide as-needed plumbing maintenance and repair services at the OCFA Regional Fire Operations and Training Center (RFOTC) located at 1 Fire Authority Rd. Irvine, CA 92602, fire stations, and other properties.
- B. Contractor has submitted to OCFA a proposal to provide such plumbing maintenance and repair services dated July 14, 2021, attached hereto as Exhibit "A".
- C. OCFA desires to retain Contractor to provide such plumbing maintenance and repair services

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, the Parties agree as follows:

#### **AGREEMENT**

#### 1. MAINTENANCE SERVICES

#### 1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those as-needed plumbing maintenance and repair services under a fixed-price contract as specified in the Scope of Services, attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Contractor warrants that all plumbing maintenance and repair Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all of its employees and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

#### 1.2 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

#### 1.3 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

#### 1.4 **Familiarity with Work**.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where the Services or Work is to be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform OCFA of such fact and shall not

proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

#### 1.5 Care of Work.

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

#### 1.6 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

#### 2. **COMPENSATION**

#### 2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an annual amount not to exceed Seventy-Five Thousand (\$75,000) Dollars. The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

#### 2.2 <u>Method of Payment</u>.

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

## 2.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

#### 2.4 Appropriations.

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

#### 3. PERFORMANCE SCHEDULE

#### 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

#### 3.2 Schedule of Performance.

Contractor shall prosecute regularly and diligently the work of this Agreement according to the time periods specified in Exhibit "A." When requested by Contractor, extensions of the time periods specified in Exhibit "A" may be approved in writing by the Contract Officer; however, OCFA shall not be obligated to grant such an extension.

#### 3.3 Force Majeure.

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and

extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

#### 3.4 <u>Term</u>.

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. Following the Initial Term, and prior to any subsequent renewal term, the Contractor may increase the annual cost of Services. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the Consumer Price Index-Urban (CPI-U) for the immediately preceding 12-month period, whichever is lower.

#### 4. COORDINATION OF WORK

# 4.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Jim Bette, Service Manager

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

#### 4.2 Contract Officer.

The Contract Officer shall be Steve Klein, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

#### 4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. If Contractor is permitted to subcontract any part of this Agreement by OCFA, Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

## 4.4 <u>Independent Contractor</u>.

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

any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

- B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.
- C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

# 4.5 <u>Employee Retirement System Eligibility Indemnification</u>.

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

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

#### 5. INSURANCE

# 5.1 Compliance with Insurance Requirements.

Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. In addition, Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to OCFA that the subconsultant or subcontractor has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

#### 5.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

- A. <u>Commercial General Liability Insurance</u>. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.
- B. <u>Automobile Liability Insurance</u>. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.
- C. <u>Workers' Compensation Insurance</u>. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability

Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

#### 5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

#### 5.4 Insurance Endorsements.

Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

- A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:
- (i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and
- (ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.
- (iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled

because of Consultant's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days' prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

#### 5.5 <u>Deductibles and Self-Insured Retentions</u>.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

#### 5.6 **Primary and Non-Contributing Insurance**.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

# 5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

#### 5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage,

Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

#### 5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

#### 5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

#### **5.11** Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

#### 5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

- A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.
- B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.
- C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.
- D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- E. Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Work under this Agreement who are brought onto or involved in the Work by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the OCFA for review.
- F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

#### 6. <u>INDEMNIFICATION</u>

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property

or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, Contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

#### 7. RECORDS AND REPORTS

#### 7.1 Reports.

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

#### 7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

#### 7.3 Ownership of Documents.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, all drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim

for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

#### 7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

#### 8. <u>ENFORCEMENT OF AGREEMENT</u>

#### 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 <u>Legal Action</u>.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for

any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

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

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

#### 8.6 Termination for Default of Contractor.

- A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.
- B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCFA may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCFA may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCFA as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any OCFA right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCFA's right to terminate this Agreement without cause pursuant to Section 8.5.
- C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA as previously stated. The withholding or

failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

### 8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

#### 9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

# 9.1 Non-Liability of OCFA Officers and Employees.

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

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

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

#### 10. MISCELLANEOUS PROVISIONS

#### 10.1 <u>Notice</u>.

Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA: Orange County Fire Authority

Attention: Steve Klein 1 Fire Authority Road Irvine, CA 92602

To Contractor: Pacific Plumbing of Southern California

Attention: Jim Bette 615 E. Washington Ave. Santa Ana, CA 92702

#### 10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

#### 10.3 <u>Severability</u>.

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

#### 10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

#### 10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

#### 10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

#### 10.7 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

#### 10.8 Non-Exclusive Agreement.

Contractor acknowledges that OCFA may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that OCFA may have its own employees perform services similar to the services that are the subject of this Agreement.

#### 10.9 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

	"OCFA"
	ORANGE COUNTY FIRE AUTHORITY
Date:	By:
	Sara Kennedy, CPPB Purchasing Manager
APPROVED AS TO FORM.	ATTEST:
David E. Kendig General Counsel	Maria D. Huizar Clerk of the Board
Date: September 14, 2021	
	"CONTRACTOR"
	PACIFIC PLUMBING OF SOUTHERN CALIFORNIA
Date:9-8-2/	By:
	Jim Bette Service Manager
9-8-71 Date:	Ву:
	Connie Vargas Dispatch Manager

# **EXHIBIT "A"**

1248300.1

#### **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 if by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

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

and accepted and that, if awarded, will enter into a con	tract with the Orange County	/ Fire Authority.
Business Legal Name:	COLA	
Paufic Plumping Co	of Janta Ma	
Business Parent or Ownership:		
Address:	^	
415 E. Washington An	l Janta Ana Business Fax No.	CA 92702
Business Telephone No.	1	
(714)547-6967	(714)972-8	148
Business Tax I.D. Number:	CSLB License Number:	DIR Registration Number:
95-2475772	266807	1000009561
Legal form of company: (partnership, corporation, joint venture)	(1)	
(orporation		
Length of time your business has been in business: 0.7	Length of time at current location:	an .
Number of employees and Number of Current Clients	Length of time at current location:	12 years
		<b>O</b> .
	3000 + current	
Management person responsible for direct cont service required for this Request for Proposal (RI	act with the Orange Cou. =P).	nty Fire Authority and
Name:	Title:	
Jim Butte	Surve Ma	nadux
Telephone No.:		
(714)715-5559	L jimbo ppo	ocal.com
Person responsible for the day-to-day servicing o	f the account:	
Name:	Title:	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT
Connie Vargas	Dispatch M	1anaguer
releptione No.:	E-mail:	J
(714)547-6967	CONNIEVE	ppsocal.com
Please indicate if you are subject to the Party and	Participant disclosure red	uirements. Yes No
If yes, you are required to submit form/s (see App	endix F).	

# **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	Hyunda Mators America
Contact Individual & Title	Tom Ocomer - Facility's Munager
E-mail/Telephone number	Tocon O HMUSA. Com / 7/4- 965-3846
Date of Project & Description of services provided including contract amount	12-10-12-21 Sercices of Building fired hourly andrest
Customer Agency Name	City of Tustin
Contact Individual & Title	City of Tustin Forcest Locke / Feild Services Lead Flocke Etusna Cq. org 714-975-4344
E-mail/Telephone number	FLocke @tusna Cq. org 714-975-4344
Date of Project & Description of services provided including contract amount	11-20-121 Service of all City buildings
Customer Agency Name	Kaisar Perminente Riverside
Contact Individual & Title	John Meyer / Lead Building Engineer
E-mail/Telephone number	John. P. Meyer @kp.org 951-353-3242
Date of Project & Description of services provided including contract amount	12-20-12-21 Service all related buildings and main Hospital Fixed burly Contract
Customer Agency Name	Cay of Newport Beach
Contact Individual & Title	Rick Scot / Feild Services Leyd
E-mail/Telephone number	RScott@newportbeach Ca. Org / 949-279-917
Date of Project & Description of services provided including contract amount	7-20-7-21 Service of all City buildings \$450,000 Contract fixed Pricing
Customer Agency Name	Pacific Coast Commercial
Contact Individual & Title	John Schnid / President
E-mail/Telephone number	Jschmid pecre com 949-870-3468
Date of Project & Description of services provided including contract amount	Service multiple Compercial properties Contract fixed pricing

# **APPENDIX C - PROPOSAL QUESTIONNAIRE**

In addition to the written proposal that demonstrates the Respondent's understanding of the RFP, each Respondent shall also provide the following information. Social media links, brochures, advertisements, or the like will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected.

- 1. Provide information that demonstrates the competence of your business to provide the plumbing maintenance and repair services as documented in the RFP.
- 2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting.
- 3. Provide information regarding your service area and describe any travel charges based on station locations as provided in Attachment A.
- 4. Provide information on how services are scheduled (for both regular hour calls and after-hours/weekends/emergency calls). Include your on call response time following telephone notification and explain how service calls are received and handled. Also provide a description of any automated processes involved.
- 5. Provide information on how the quality of services are monitored. Include any checklists or other tracking methods to insure all services requested have been completed.
- 6. Please describe your warranty terms for repair, parts, and service.
- Please provide information on the number of personnel available to provide requested services.
- 8. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.
- 9. State any exceptions to or deviations from the requirements of this RFP and the sample maintenance services agreement. For each exception and/or suggested change, the respondent must include:
  - a. The suggested change in the agreement and suggested rewording of the contractual obligations
  - b. Reasons for submitting the proposed exception or change

#### **APPENDIX D - PRICING PAGE**

Please provide your proposal costs sheet and rates with Appendix - D Pricing Page in a separate sealed envelope or upload as the separate "Cost File" in the online bidding system.

**Proposal Costs** - The service charges information is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional costs outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said costs.

The following scenarios provide an example of some repairs that may be requested.

Please complete the tables below. Price includes any labor, supplies, and equipment needed to perform the services as specified. Include all markup and overhead. (Labor must be based on prevailing wage)

	Plumbing Maintenance and Repair Services	
Item	Description	Total Cost
1	Replacement of standard height commercial elongated toilet.  Labor rate \$ 96.50 /HR x Number of Hours 2.6  Materials cost \$ 189.99 99000	\$ 382.00
2	Garbage disposal replacement  Labor rate \$ 9650 /HR x Number of Hours 2.0  Materials cost \$ 30500 qqqqq	\$ 498.°C
3	8" c.c. kitchen faucet replacement  Labor rate \$ 76.50 /HR x Number of Hours 2.5  Materials cost \$ 250.00	\$ 491.25
4	50-gallon gas water heater replacement  Labor rate \$ 9650/HR x Number of Hours 5.0  Materials cost \$ 575	\$ 1,377.50
5	100-gallon gas water heater replacement  Labor rate \$ 96.50/HR x Number of Hours 12.0  Materials cost \$ 2650 express	\$ 3,808°C
6	Replacement of 4" c.c. lav sink faucet  Labor rate \$ \frac{76.50}{IHR x Number of Hours} \frac{2.0}{166.00}  Materials cost \$ \frac{166.00}{166.00}	\$ 353°CC

	Backflow Testing per device cost and rebuild per device:	
	A) 1 ½ line model #825Y and manufacture is Febco	
	Labor rate \$ 96.50 /HR x Number of Hours 2.5	-11.15
	Materials cost \$ 102.90 apper	\$399 <u>-</u>
	Labor rate \$ 96.50 /HR x Number of Hours 2.5  Materials cost \$ 90.00 epper	\$ 331.25
6	Materials cost \$ \$ 90.00 ppor	\$
	C) 2 inch line model 825Y Febco	
	Labor rate \$ 96.56 /HR x Number of Hours 2.5	24415
	Materials cost \$ 102.90 approx	\$34415
	D) 6 inch line model 450DA Wilkins	
	Labor rate \$ 96.50 /HR x Number of Hours 6	\$810
	Materials cost \$ 231 office	
Places fill in the	additional pricing sections for additional appaidmention &	

Please fill in the additional pricing sections for additional consideration. Any request for services estimated at \$5,000 or greater may require informal bidding and a one-time purchase order will be issued with department approval prior to start of work.

Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.	
Classification:	
Surneyman Plumber	\$ 96.50 /Hour
Classification:	
Approntice Plumber	\$
Classification:	
	\$/Hour

Orange County Fire Authority	RFP No. RO2501
Labor per hour - Prevailing Wages Overtime Rate:	
Classification:	
Jarneyman Plumber	\$ <u>134.54</u> Hour
Classification:	
Apprentice Plumber	\$ <u>/08</u> Hour
Classification:	
	\$ <i>NA_I</i> Hour
Video Camera Recording Charge (with media)	\$ 200
Inspection and Calibration (only) of a water meter	\$ NA
Minimum Call Out/Trip charge (if applicable)	\$ 35.00
Percentage discount off MSRP list price (materials)	
"PIGGYBACK" CLAUSE. Offeror shall indicate below if he will e conditions of the proposal to other public agencies: Yes Nowill not be considered in award of contract. When the offeror extends this proposal to other public agencies, the contract shall be between the Orange County Fire Authority shall bear no responsibility or liability.	. Offeror's response to this question the prices, terms, and conditions of offeror and the other agencies, and
<u>Term of Offer</u> : It is understood and agreed that this offer may no hundred eighty days (180) from the Proposal Submittal Deadline, a Offeror.	ot be withdrawn for a period of one and at no time in case of successful
No pricing adjustment will be allowed in the first year of the contract.	
Provide what factors will be considered for pricing in subsequent Consumer Price Index).	at contract years, if applicable (i.e.
union prevailing wage yearly increas	e)
Any additional information you would like OCFA to consider.	

# APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to RFP RO2501 – Plumbing Maintenance and Repair Services, 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.

	Pad	rific	Plum	bita Co.	of Santa	ana	
Name of Firm							
	615	E.	Wa	Shines ton	ave.		
Address							
	Santa	a a	na	Ca.			92702
City	11 1			State			Zip
				r open korianian			7-14-21
Signature of Pers	son Authoriz	ed to S	ign		Date		
	in Bette	<del>2</del>			No.	Service	e Manager
Printed Name					Title		

## **APPENDIX F**

# PARTY AND PARTICIPANT DISCLOSURE FORMS

(SEE FOLLOWING PAGES)

# ORANGE COUNTY FIRE AUTHORITY PARTY DISCLOSURE

The attached <u>Party Disclosure Form</u> must be completed and submitted by the offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 12 of this solicitation.

The <u>Participant Disclosure Form</u> 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/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

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

- E. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
- F. To determine whether a campaign contribution of more than \$250 has been made by you,

#### Orange County Fire Authority

RFP No. RO2501

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

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

# ORANGE COUNTY FIRE AUTHORITY PARTY DISCLOSURE FORM

Party's Name:
Party's Address:
Party's Telephone:
Solicitation Title and Number:
Based on the party disclosure information provided, are you or your 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: 7-14-21
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) 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 PARTICIPANT (AGENT) DISCLOSURE

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

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

#### IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

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

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

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

#### <u>AND</u>

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

Orange County Fire Authority

RFP No. RO2501

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

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

dates

# ORANGE COUNTY FIRE AUTHORITY PARTICIPANT DISCLOSURE FORM

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

Prime's Business Name:
Party's Name:
Party's Address:
Party's Telephone:
Solicitation Title and Number:
Date:
Signature of Party and/or Agent
Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and 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 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 Tettemer, 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

## **APPENDIX G**

# CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that the Contractor is licensed in accordance with the laws of the State of California. The successful Contractor and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Provide additional contractor's license details if applicable.

Contractor's License No. 266807 Class B/A/C4/Cto/Cto Expiration 11/30/2021
Department of Industrial Relations (DIR) #
Name of Individual Contractor Pacific Minking Co. of Sauta and
Signature of Owner Daniel Gul PRESIDENT
Business Address 615 E Washington ave Sonta 940 Cc. 92702
If the contractor operates under a partnership provide the name of the firm, name, title and address below.
Name of Firm
Business Address
Name Title
Address
Name Title
Address
If the contractor operates under a corporation, provide the name and address below in addition to the a signatures of the President and Secretary.
Name of Corporation Pacific Plumbing Co. of Santa and
Business Address GIS E. Washington ave, Santa Ang, Ca 92702
Corporation organized under the laws of the State of California
Daure Signature of the Corporation President
Dauc R Jul Signature of the Corporation Secretary
Date 4-14-21

#### APPENDIX H

#### LIST OF SUBCONTRACTORS

Contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the contractor in or about the work in an amount in excess of one-half of one percent (0.5%) of contractor's total bid and the kind of work that each will perform. Furthermore, contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., if contractor fails to list as to any portion of work, or if contractor lists more than one subcontractor to perform the same portion of work (i.e. contractor must indicate what portion of the work each subcontractor will perform), contractor must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and contractor intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, contractor must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of contractor'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. contractors 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.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the work of this project. 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 contractors total bid

Subcontractor Name OC Demo and Concrete	Location	Anchein Ca
Portion of Work/Trade		
Bid Amount		
Contractor's License Number 830497		100022699
Subcontractor Name	Location	
Portion of Work/Trade		
Bid Amount		
Contractor's License Number		

## **APPENDIX I**

# CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

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.

The business listed below 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.

We agree specifically:

- 1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
- To communicate this policy to all persons concerned, including all business employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
- 3. To take affirmative steps to hire minority employees within the company.

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Business Name Yocific Humber Co.
Signature David R. Zul
Printed Name/Title of Business Representative DAVID R. ZECH - PRESIDENT
Date
Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

#### **APPENDIX J**

# **DEBARMENT AND SUSPENSION CERTIFICATION**

# TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Contractor, 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:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal
  agency within the past 3 years;
- does not have a proposed debarment pending; and
- 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.

If there are any exceptions to this certification, insert the exceptions in the following space.
NA.
Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.
Note: Providing false information may result in criminal prosecution or administrative sanctions.
Business Name Pacife Planting Co.
Signature Dame Ryck
Printed Name/Title of Business Representative DAVID R. ZECH PRESIDENT
Date

#### **APPENDIX K**

## PREVAILING WAGE CERTIFICATION

#### **RFP RO2501**

Plumbing Maintenance and Repair Services

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.

Date	7-14-21	-
Legal Name of C	Contractor Pacific Plembing Co	
Signature _	Dewo Ryck	
Print Name _	DAVID R. ECCH	
Title	PRESIDENT	

#### APPENDIX L

# **WORKER'S COMPENSATION INSURANCE CERTIFICATION**

#### **RFP RO2501**

Plumbing Maintenance and Repair Services

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. 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		7-14-21		
Legal Name of C	Contractor	Pagite Plur	aling Co.	
Signature _	Down Ryen			
Print Name	DAVIDE Z	ECH		
Title	PRESIDEN	7		

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

# **SCOPE OF WORK**

1248300.1

#### **SECTION II: SCOPE OF WORK**

#### 2.1 PROJECT BACKGROUND

#### 2.1.1 GENERAL INFORMATION

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of its headquarters and fire stations. The purpose of this Request for Proposals is to establish a contract for plumbing maintenance and repair services on an as needed basis. The successful contractor will provide plumbing maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair plumbing systems of OCFA's seventy-eight (78) fire stations and the RFOTC and US&R. The list of Fire Stations and addresses are provided as Attachment A.

#### 2.1.2 PROGRAM OBJECTIVES

The OCFA is seeking proposals from qualified contractors to provide plumbing maintenance and repair services for its headquarters located at 1 Fire Authority Road, Irvine, CA 92602, fire stations, and other properties on an as-needed basis.

The following is a partial list of items or issues that may need attention:

- All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or non-metallic pipe used inside property lines.
- All piping for water filters, water softeners, water meters and the setting of same.
- All cold, hot and circulating water lines piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, solar systems, display fountains, drinking fountains, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
- All water services from mains to buildings, including water meters and water meter foundations.
- Wall water mains from whatever source, including branches and fire hydrants, etc.
- All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc. This includes all storm drain piping inside property lines.
- All equipment in bath and washrooms, shower stalls, etc.
- All bathroom, toilet room, and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- All lawn sprinkler work, including piping, fitting, and lawn sprinkler heads.
- All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas equipment.
- All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
- All air piping of every description.
- All temporary piping of every description in connection with building and construction work, excavating and underground construction.
- The operating, maintenance, repairing, servicing and dismantling of all work installed by journeymen plumbers and/or pipe fitters.

Additional services other than those listed may be requested by OCFA Property Management during the contract term. Any additional services added to the contract are to be provided at the same time and material prices offered in the proposal.

Services not detailed in this scope, are not to be performed unless they are requested, provided a project number and authorized by OCFA. All additional work must be documented, signed by OCFA Property Management. Additional work is to be billed at the hourly rate provided in the proposal.

# 2.2 MINIMUM QUALIFICATIONS, PREFERRED KNOWLEDGE, EXPERIENCE, SKILLS

The below list qualifications are required in order for offeror's proposal to be considered by OCFA.

- **2.2.1** Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing plumbing maintenance and repair services.
- 2.2.2 Contractor must possess a valid California C-36 Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
  - **2.2.2.1** The work required hereunder is based on the California Department of Consumer Affairs Contractors State License Board (CSLB). Any changes made by the CSLB automatically apply to the license classifications listed below.

#### Plumbing Work

#### C-36 - Plumbing Contractor

A plumbing contractor provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. This classification includes but is not limited to:

- (a) Complete removal of waste from the premises or the construction and connection of on-site waste disposal systems;
- (b) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental, commercial and industrial uses;
- (c) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;
- (d) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;
- (e) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and
- (f) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventors, water conditioning equipment and regulating valves.
- **2.2.3** Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

Offerors must meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the submitted proposal to be eliminated from further consideration in the evaluation process.

#### 2.3 GENERAL CONTRACTOR RESPONSIBILITIES

OCFA expects the selected contractor to provide a proposal with a detailed approach based on past experience and knowledge using the following information as guidance as to OCFA's expectations about the level of service that will be provided. The successful contractor will be responsible for providing all services as described in this provided Scope of Work (including but not limited to):

#### 2.3.1 Performance Requirements:

- **2.3.1.1** Contractor must provide trained and experienced personnel. Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.
- **2.3.1.2** All work must be done per specifications, according to all applicable and acceptable industry standards as it relates to each trade, of the highest quality workmanship commensurate with the required work, and completed by the time required. Contractor personnel must wear uniforms, furnished by the Contractor with the Contractor's name and/or logo, and employee name at all times during the performance of the work at the RFOTC.
- **2.3.1.3** Contractor must provide their own telephones. The use of OCFA telephones and radios are prohibited except under emergency circumstances for medical aid, fire, or safety.
- 2.3.1.4 Contractor must furnish and maintain at its own expense, an adequate stock of materials/supplies, parts, all equipment and tools to perform the specified work and provide a timely service. All supplies, labor, vehicles and equipment must be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by OCFA.
- 2.3.1.5 Any additional work performed on an hourly basis, separate from the contract will require a daily time sheet signed by OCFA Property Management Facilities Manager or designated representative.
- **2.3.1.6** OCFA will not provide office or storage space for the Contractor's supplies, vehicles or equipment.

#### 2.3.2 Service Call Procedure:

- 2.3.2.1 Upon arrival at each site, the Contractor shall complete the following:
  - Sign in on the station log (at all fire stations)
  - Check in with the Station Captain, if available
  - Evaluate the specific materials and labor required to complete the repair
  - Develop an estimate of the expected costs (if possible)
  - Develop potential alternatives with costs, in the case of repair vs. replacement
  - Advise Property Management by telephone of the cost of repairs and other work PRIOR to proceeding with the work.
  - Contractor will proceed with work after authorization is received from Property Management
  - Complete all work in accordance with the estimate
- 2.3.2.2 Contractor must prepare service call report detailing the work performed, obtain the signature of the Station Captain on the report (if available), and leave a copy of the report at the site. That report must at least contain the following: Time of arrival, time of departure, brief summary of repair request, detailed summary of the work performed, summary of any additional work required or recommended.
- **2.3.2.3** Contractor must advise Property Management if any additional work is required and when the Contractor will return to perform the work.
- **2.3.2.4** If urgent repairs are needed, Contractor will advise Property Management, by telephone, with an estimate of repairs and other work prior to proceeding with the work.
- **2.3.2.5** Contractor must contact Property Mgmt. to obtain additional authorization when the repair work is expected to exceed the original estimate by more than 10%.

#### 2.3.3 Service Requirements:

#### 2.3.3.1 General

- 2.3.3.1.1 Note that per the Business and Professions Code ss. 7059: "In no case shall the...[Contractor] whose classification constitutes less than a majority of the project [perform the project unless]...the performance of the work in the crafts or trades, other than in which [Contractor] is licensed, is incidental and supplemental to the performance of the work in the craft for which the [Contractor] is licensed....All work to be performed outside of [Contractor's] license specialty, except work authorized by [the aforementioned], shall be performed by a licensed subcontractor..."
- 2.3.3.1.2 Perform all work in accordance with the latest editions or addenda of the following applicable codes, standards and specifications.
- 2.3.3.1.3 Perform all work according to all applicable industry-standards and to the highest quality commensurate with the required work.
- 2.3.3.1.4 Ensure that all work is done only by experienced and professional personnel.
- 2.3.3.1.5 Provide everything necessary to complete the repairs and maintenance work including but not limited to labor, equipment, materials, consumables, etc.
- 2.3.3.1.6 Ensure that all work properly and neatly fits the adjacent existing materials.
- 2.3.3.1.7 Perform work according to any applicable manufacturer's specifications.
- 2.3.3.1.8 Provide a 24/7 call number for emergency repair work.
- 2.3.3.1.9 Respond in the time required.
- 2.3.3.1.10 Remove and properly dispose of any to-be-replaced materials.
- 2.3.3.1.11 Provide all documentation, altered diagrams, updated or new manuals, and the like within seven calendar days after the repairs have been affected. (as applicable)

#### **2.3.3.2 Repairs**

- 2.3.3.2.1 Diagnose and recommend an appropriate solution to remedy the damage or defect according to all applicable manufacturers' specifications, Standard Specifications for Public Works Construction, and industry standard practices.
- 2.3.3.2.2 Provide an estimate of the repair costs at the hourly rates and materials amounts.
- 2.3.3.2.3 Make approved repairs as soon as possible, but only after department so authorizes.
- 2.3.3.2.4 Verify work has been completed properly and adjacent work is not affected.

#### 2.3.4 Subcontractors

- **2.3.4.1** The majority of the work as required herein and at the time the work is requested must be done by the awarded Contractor.
- **2.3.4.2** The work may not be subcontracted or sublet to another contractor unless the contractor has been listed on the Subcontractor List or a substitution of that contractor has been approved by Property Management in advance of any scheduled or actual work.
- **2.3.4.3** Subcontrator(s) must meet all insurance requirements of the prime contractor as listed on the Maintenance Services Agreement.

#### 2.3.5 Specialized Equipment

- **2.3.5.1** Provide all equipment necessary to facilitate the work required herein at Contractor's sole expense.
- **2.3.5.2** Provide the necessary safety equipment.
- **2.3.5.3** Ensure that you have accurately and completely determined the actual types of equipment well in advance of the work to be performed.

#### 2.3.6 Specific Work for Repairs

#### 2.3.6.1 Repairing

2.3.6.1.1 Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.

- 2.3.6.1.2 Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
- 2.3.6.1.3 Coordinate the repairs and times with Property Management.

#### 2.3.6.2 Reporting

- 2.3.6.2.1 Provide verbal reports to Property Management as necessary to facilitate the work required herein.
- 2.3.6.2.2 Provide written reports, along with warranties of installed products (outside of products provided by OCFA), to Property Management with the invoice for completed work, which must contain, but not limited to the following:
  - Location number/address serviced.
  - Facility generated Work Order(s)
  - Date and time Location was serviced.
  - Types of and Quantities materials used and/or replaced.
  - Potential Hazards at and around the Locations.
  - Proposed alternate products that are cost-effective, energy efficient, and or have environmental advantages.
  - Failure to provide the written report with the invoice will suspend any related payments by the number of days until the report is received.
  - Failure to complete the required replacements will suspend any related payments by the number of days until the work is received.

#### 2.3.7 Specific Work for Preventative Maintenance

#### 2.3.7.1 Service Inspections

- 2.3.7.1.1 Tour all designated work areas with Property Management to review and document items requiring corrective action.
- 2.3.7.1.2 If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.
- 2.3.7.1.3 Make all required remedies to any work deficiencies as soon as practicably possible, but in no event greater than three business days after receipt of notification from OCFA.

#### 2.3.7.2 Replacing Materials

- 2.3.7.2.1 Replace materials only with same item as being replaced.
- 2.3.7.2.2 If alternative materials are being proposed, use the most energy-efficient, cost-effective, and replacements that have environmental advantages and that exhibit the same performance characteristics as the item being replaced. All such proposed replacements must be reviewed in advance of their replacements by Property Management prior to such replacements; then, only after approval will such replacements be permitted.
- 2.3.7.2.3 Dispose of any materials used in the course of completing scope of work properly, and in accordance to all governing agencies at contractor sole expense. This includes manifesting and chain of custody if required based on the nature of work being provided.

#### 2.3.8 Performance Hours:

All work must be coordinated with OCFA Property Management unless otherwise specified.

The Contractor must conduct the work at all times in a manner which will not interfere with normal OCFA operations.

#### 2.3.9 Quality Control:

All items furnished must be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the OCFA. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the OCFA shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a manufacturer's warranty of at least twelve (12) months on workmanship, parts, and labor.

#### 2.3.10 Damage or repair:

If any materials, equipment or other property contained in or constituting a part of an OCFA premise shall be damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

#### 2.3.11 Safety:

- 2.3.11.1 Contractor, its employees, and agents must comply with all applicable health and safety requirements and procedures while performing services and exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.
- **2.3.11.2** Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.
- **2.3.11.3** SDS sheets (material safety data sheets) are to be provided on all products before they are brought on the premises. SDS shall be posted in each location the products are stored. All containers shall bear proper labels.
- **2.3.11.4** Contractor must outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.
- 2.3.11.5 Contractor shall must restrict access to the designated areas and parking spaces under the performance of the contract.
- **2.3.11.6** Contractor and its employees shall not enter areas of the facilities not specifically included in this specification for services.

#### 2.3.12 Warranties:

Contractor represents, warrants, and covenants that in connection with any services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such services; all equipment used in the performance of services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it will perform such services in compliance with all necessary and applicable permits and it has obtained or will obtain all permits necessary to perform the services; it possesses the professional and technical skills required to perform the services; no environmental enforcement actions have been brought or are likely to be brought against contractor that could have a material adverse effect on OCFA;

and any agents or personnel employed by the contractor will meet the same standards as apply to contractor that could have a material adverse effect on OCFA.

#### 2.3.13 Additional Information:

This contract is for the maintenance and repair of existing items, equipment, and structures and does not include larger projects, new work or add-ons. Splitting costs on a single facility-generated work order, projects, or work to avoid this limitation is prohibited and subject Contract to immediate termination.

OCFA will invite Contractors to provide quotes for larger projects. Contractors may provide additional discounts at the time of the quote. Contractor with the lowest total responsive quote for a given job will be awarded that job. This process will be repeated for future work.

OCFA may choose to award jobs that are expected to be less than \$5,000 to Contractor any that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

The preceding dollar limitation applies only to ROUTINE requests and does not apply to EMERGENCY or URGENT requests; OCFA may choose to award EMERGENCY or URGENT jobs as is in OCFA's best interests.

The OCFA may also conduct regular performance reviews on a regular basis to evaluate the levels of service and quality provided.

Contract Coordinator: OCFA/Property Management Staff (714) 573-6470

Contract Manager:

- Steve Klein, OCFA Facilities Manager, (714) 573-6475, cell (714) 720-6067 and email: steveklein@ocfa.org.
- o David Nickols, OCFA Project Specialist, (714) 573-6479, davidnickols@ocfa.org

#### 2.4 OCFA RIGHTS AND RESPONSIBILITIES

OCFA will be responsible for.

- Providing all relevant policies, procedures, and expected conduct in either verbal and/or written format
- An OCFA representative will be designated to support the awarded contractor.
- The OCFA will be responsible for providing the Contractor with the specific information needed as it relates to the project.
- A project team made up of OCFA departmental representatives is available as necessary to answer questions and provide resources.

#### 2.5 SPECIAL TERMS AND CONDITIONS

Warranties: Contractor represents, warrants, and covenants that in connection with any Services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such Services; all equipment used in the performance of Services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such Services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such Services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it possesses the professional and technical skills required to perform the

Services; and any agents or personnel employed by the Contractor will meet the same standards as apply to Contractor that could have a material adverse effect on OCFA.

**Repair or Damage:** If any materials, equipment, or other property contained in or constituting part of an OCFA premise is damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, the Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

**Safety:** Contractor, its employees, subcontractors, and agents shall comply with all applicable health and safety requirements and procedures while performing Services at the Premises. Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

**License and Regulations:** Contractor, at its expense, shall maintain all required licenses and permits, and all required amendments, extensions, supplements, and renewals in order to perform services throughout the term. Contractor shall provide OCFA with a copy of the license in good standing for the services performed.

**Independent Contractor:** Contractor and its employees are not employees of OCFA and are not entitled to any of the rights, benefits, or privileges of OCFA employees including, but not limited to, medical, unemployment, or workers' compensation insurance. To ensure that each employee of Contractor performing any work covered by the provisions of this RFP understands and acknowledges that Contractor and its employees are not employees of OCFA, each employee of Contractor performing work under this RFP shall complete, execute, and deliver to OCFA a Vendor Employee Acknowledgment Form (Exhibit 2) prior to commencing or performing any work resulting from this proposal.

Payment of Tax Obligations: Under no circumstances shall the OCFA be held responsible for handling any tax obligation, including, but not limited to Federal Income Tax withholding, FICA, or unemployment compensation. The OCFA shall be responsible solely for its contractual obligation to the Contractor. Personnel furnished by the Contractor are not entitled to participate in any plans or benefits offered to OCFA employees. Contract staffing personnel are not entitled to payment for OCFA holidays.

**Overtime:** Overtime is defined as any time in excess of forty (40) hours per week worked under this contract. Overtime shall not be performed without the express authorization of the OCFA.

**Quality Control:** All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the OCFA. Before making a referral of one of its employees, the Contractor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the OCFA. The OCFA shall have the right, if necessary, to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual. **Personnel provided by the Contractor must follow OCFA policies.** 

**Supervision:** Work policies, standards and procedures established by the Risk Management Section shall be followed at all times. The Contractor and its employees shall conform in all respects with regard to physical, fire and security policy while on OCFA property.

**Fraudulent Timecards & Unauthorized Costs:** The Contractor shall reimburse the OCFA for any improper charges that are discovered within one (1) year of payment by the Authority. This includes, but is not limited to, fraudulent timecards prepared by the Contractor's employee, unauthorized long-distance phone calls, incorrect timecards, improper rate charges, etc.

Orange	County	Fire	Autho	rity
Clarige	County	1 11 0	Autilo	IILY

RFP No. RO2501

**Payment:** Invoices shall be submitted to the OCFA on a monthly basis and must include the names of contract personnel, classification, employee rate of pay per this contract, billing rate to the OCFA, and number of hours worked.

STATION	ADDRESS	PHONE
RFOTC Headquarters	RFOTC,1 Fire Authority Road, Irvine 92602	714 573-6000
<b>USAR</b> Warehouse	19682 Descartes, Foothill Ranch, 92610	949 597-1403
2	3642 Green Ave , Los Alamitos 90720	562 431-6026
4	#2 California Ave , Irvine 92612	949 854-7544
5	23600 Pacific Island Dr , Laguna Niguel 92677	949 249-3085
6	3180 Barranca Pkwy , Irvine 92606	949 559-7530
7	31865 Del Obispo, SJC 92675 (Reserves)	949 831-0872
8	10631 Skyline Dr , Santa Ana 92705	714 544-5292
9	#9 Shops at Mission Viejo, Mission Viejo 92691	949 582-9260
10	18422 E Lemon Dr , Yorba Linda 92886	714 970-1216
11	259 Emerald Bay, Laguna Beach 92651 (Reserves)	949 494-6933
13	7822 Walker St , La Palma 90623	714 523-8031
14	P O BOX 12, Silverado 92676 (Reserves)	714 649-2211
15	27172 Silverado Canyon Rd , Silverado 92676	714 649-0190
16	28891 Modjeska Canyon Road, Silverado 92676 (Reserves)	714 649-2500
17	4991 Cerritos Ave , Cypress 90630	714 821-3840
18	30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves)	949 858-9369 / 949 459-14
19	23022 El Toro Rd , Lake Forest 92630	AND ADDRESS OF THE PARTY OF THE
20	7050 Corsair, Irvine 92618	949 837-0911
21	1241 Irvine Blvd , Tustin 92780	949 451-0020
22		714 544-0171
23	24001 Paseo de Valencia, Laguna Hills 92637	949 837-5471
24	5020 Santiago Canyon Road, Orange 92869	714 997-2552
	25862 Marguerite Pkwy, Mission Viejo 92692	949 837-9333
25	8171 Bolsa Ave , Midway City 92655	714 893-8723
26	4691 Walnut Ave , Irvine 92604 (Reserves)	949 559-0201
27	12400 Portola Springs, Irvine 92618	949 653-2727
28	17862 Gillette Ave , Irvine 92614	949 660-0427
29	26111 Victoria Blvd , Dana Point 92624	949 496-9354
30	23831 Stonehill Drive, Dana Point 92629	949 661-0203
31	22426 Olympiad Rd , Mission Viejo 92692 (Reserves)	949 581-1910
32	20990 Yorba Linda Blvd , Yorba Linda 92887 (Reserves)	714 970-0344
33	374 Paularino, Costa Mesa 92626	949 852-3200
36	301 E Yale Loop, Irvine 92604	949 551-6881
37	15011 Kensington Park Drive, Tustin 92780	714 259-7720
38	26 Parker, Irvine 92618	949 859-6926
39	24241 Avila Road, Laguna Niguel 92677	949 831-3232
40	25082 Vista del Verde, Coto de Caza 92679	949 459-7410
41	3900 West Artesia Ave, Fullerton 92833 (Reserves)	714 522-4141
42	19150 Ridgeline Road, Lake Forest 92679	949 589-0323
43	11490 Pioneer Way, Tustin 92782	714 544-7462
44	718 Central Ave , Seal Beach 90740	562 431-0648
45	30131 Aventura, Rancho Santa Marg 92688	949 858-8801
46	7871 Pacific Street, Stanton 90680	714 827-0533
47	47 Fossil, Irvine 92603	949 854-4747
48	3131 N Gate Rd, Seal Beach 90740	562 430-0415
49	31461 St of Golden Lantern, Laguna Niguel 92677	949 249-9681
50	670 Camino de Los Mares, San Clemente 92673	949 361-9670
51	18 Cushing, Irvine 92618	949 341-0051
53	25415 E La Palma, Yorba Linda 92887	714 692-8381
54	19811 Pauling Ave , Lake Forest 92610	949 581-4406
55	4955 Portola Parkway, Irvine 92620	714 508-0055
56	56 Sendero Way, Rancho Mission Viejo 92694	949 489-4309
57	57 Journey, Aliso Viejo 92656	
58		949 362-9237
	58 Station Way, Ladera Ranch 92694	949 347-2258
59	48 Avenida La Pata, San Clemente 92673	949 940-0372
60	121 Avenida Victoria, San Clemente 92672	949 366-6750

ADDRESS	PHONE
CATALISM CANADATA CONTROL OF THE CANADATA STATE OF THE ST	714 527-4118
	714 521-0284
	714 229-4826
	714 379-4920
	714 379-4931
15061 Moran St , Westminster 92683	714 379-4935
2310 N Old Grand Street, Santa Ana 92705	714 567-3270
1029 West 17th Street, Santa Ana 92706	714 567-3271
1688 East 4th Street, Santa Ana 92701	714 567-3260
419 Franklin, Santa Ana 92703	714 567-3264
1427 South Broadway, Santa Ana 92707	714 567-3230
1439 South Broadway, Santa Ana 92707	714 567-3236
120 West Walnut, Santa Ana 92701	714 567-3255
950 West MacArthur, Santa Ana 92707	714 850-4576
2317 South Greenville, Santa Ana 92704	714 850-4577
501 North Newhope, Santa Ana 92703	714 265-4878
1320 East Warner, Santa Ana 92705	714 850-4579
14162 Forsyth Lane, Garden Grove 92844	714 638-6372
11261 Acacia Parkway, Garden Grove 92840	714 638-6340
11805 Gilbert St , Garden Grove 92841	714 638-6360
12132 Trask Ave , Garden Grove 92843	714 638-6366
12191 Valley View St , Garden Grove 92845	714 889-2001
12751 Western Ave , Garden Grove 92841	714 889-2007
12232 West St , Garden Grove 92840	714 638-6390
	2310 N Old Grand Street, Santa Ana 92705 1029 West 17th Street, Santa Ana 92706 1688 East 4th Street, Santa Ana 92701 419 Franklin, Santa Ana 92703 1427 South Broadway, Santa Ana 92707 1439 South Broadway, Santa Ana 92707 120 West Walnut, Santa Ana 92701 950 West MacArthur, Santa Ana 92707 2317 South Greenville, Santa Ana 92704 501 North Newhope, Santa Ana 92703 1320 East Warner, Santa Ana 92705 14162 Forsyth Lane, Garden Grove 92844 11261 Acacia Parkway, Garden Grove 92840 11805 Gilbert St, Garden Grove 92843 12191 Valley View St, Garden Grove 92845 12751 Western Ave, Garden Grove 92841



# Orange County Fire Authority AGENDA STAFF REPORT

# Executive Committee Meeting September 23, 2021

Agenda Item No. 2H Consent Calendar

# Award of IFB JA2498 Purchase of Heavy Duty Passenger/Cargo Van

Contact(	(2	for	Further	<b>Information</b>
Contacti	<b>3</b>	101	I ul ulul	mulli manum

Jim Ruane, Assistant Chief <u>jimruane@ocfa.org</u> 714.573.6801

Logistics Department

Vince Carpino, Division Chief <u>vincentcarpino@ocfa.org</u> 714.573.6761

**Special Operations Department** 

Steve Dohman, Battalion Chief stevedohman@ocfa.org 949-396-8106

Urban Search & Rescue Program Manager

#### **Summary**

This agenda item is submitted for the approval to purchase one Heavy Duty Passenger/Cargo Van, 4x4 with High-Top Roof from Walter's Auto Sales & Service, Inc. dba Walter's Mercedes-Benz, as a result of Invitation for Bid JA2498.

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

Not Applicable.

#### **RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to execute a Master Agreement with Walter's Auto Sales & Service, Inc. for the purchase of one Heavy Duty Passenger/Cargo Van in an amount not to exceed \$87,963.29.

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

Not Applicable.

#### **Fiscal Impact**

Funding for the Cargo Van is available utilizing the FEMA Urban Search and Rescue (US&R) 2019 Cooperative Agreement Funding.

#### **Background**

This vehicle is being purchased to replace a 2006 4-wheel drive crew cab truck; one of twelve response vehicles used by California Task Force Five (CA-TF5). This vehicle's primary role is to respond within the Continental United States to natural and man-made disasters, transporting the task force equipment cache. CA-TF5 maintains a response capability that includes apparatus and equipment supply inventory valued at approximately \$8 million. There is also a personnel cadre of over 220 members comprised of firefighters from the participating agencies of Anaheim, Orange and the OCFA, civilian structural engineers, physicians, as well as disaster search canines.

The replacement of the pickup truck with a heavy-duty cargo van with diesel engine, four-wheel drive and towing capacity is consistent with current practice throughout the 28 national task forces.

Purchase of the vehicle is approved by the FEMA program office for replacement based on Federal vehicle replacement standards and our own department policy based on age and mileage.

#### Solicitation Process

On April 29, 2021, staff issued Invitation for Bid (IFB) JA2498 with vehicle specifications based on cargo vans purchased by other US&R task forces. These included key features such as four-wheel drive and heavy-duty towing capacity. One bid was received on May 13, 2021, the bid due date, which after review was determined to meet all requirements. Staff conducted vendor outreach to local dealerships to inquire about non-participation in the solicitation, and found that the limited participation was in part due to limited inventory resulting from pandemic related production delays.

#### Recommendation

The Board of Directors approves fixed asset purchases with the adoption of the annual budget, however the Executive Committee must also approve when the total amount exceeds the budgeted amount by 15% or \$100,000, or when fixed assets are not specifically identified within the budget. While there are sufficient funds available in the adopted budget for this purchase, this US&R vehicle was not specifically identified within the approved Capital Improvement Program budget, and is therefore being brought to the Executive Committee for approval.

Based on the results of the Invitation for Bid, staff recommends awarding the Master Agreement to Walter's Auto Sales & Service, Inc. dba Walter's Mercedes-Benz in an amount not to exceed \$87,963.29.

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

Proposed Master Agreement with Walter's Auto Sales & Service, Inc. (On file with the Clerk and available upon request) or via this link: <a href="Executive Committee Packet">Executive Committee Packet</a>

# ORANGE COUNTY FIRE AUTHORITY MASTER AGREEMENT FOR 2021 MERCEDES-BENZ SPRINTER CARGO VAN

THIS AGREEMENT ("Agreement") for purchase of one (1) new 2021 Mercedes-Benz Sprinter Cargo Van, Fleet/Non-Retail, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and Walter's Auto Sales & Service, Inc. ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

#### **RECITALS**

WHEREAS, OCFA requires one (1) new 2021 Mercedes-Benz Sprinter Cargo Van, Fleet/Non-Retail as requested in IFB JA2498, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a proposal dated May 6, 2021, incorporated herein by this reference ("Proposal"); and

WHEREAS, OCFA and Contractor desire to enter into this Agreement in order to receive and provide, respectively, one (1) new 2021 Mercedes-Benz Sprinter Cargo Van, Fleet/Non-Retail on the same terms, conditions, and pricing as further set forth in Section 1.1 of this Agreement;

#### **AGREEMENT**

NOW THEREFORE, OCFA and Contractor mutually agree as follows:

#### **SECTION ONE**

- **1.1 Scope of Agreement.** In compliance with all terms and conditions of this Agreement, OCFA shall one (1) new 2021 Mercedes-Benz Sprinter Cargo Van, Fleet/Non-Retail unit from Contractor as more fully detailed in Exhibit "A", attached hereto, which includes by reference and by addendum: (1) OCFA's IFB JA2498, dated April 28, 2021 ("Solicitation"), (2) Contractor's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the Parties hereto ("Services", "Goods" or "Work"). In the event of any inconsistency between the terms contained in "Exhibit "A", 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 Exhibit "A" shall govern, in that order.
- **1.2 Term.** This Agreement shall commence on the Effective Date and continue in full force and effect for one (1) year, unless earlier terminated in accordance with Section 3.8 of this Agreement. The Agreement may be renewed on the same terms and conditions for up to four (4) additional one-year terms upon mutual written agreement between OCFA and Contractor.

- **1.3 Compensation and Payment.** For the Goods or Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "B," attached hereto.
- **1.4 Contractor's Representative.** The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: **Gordon Lai, Commercial Sales Specialist.** The foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the work hereunder. The foregoing principal may not be changed by Contractor without the express written approval of OCFA
- **1.5 Contract Administrator.** The Contract Administrator shall be **Kevin Berghaus, Fleet Service Manager**, unless otherwise designated in writing by OCFA. It shall be Contractor's responsibility to keep the Contract Administrator fully informed of the progress of the provision of the Goods or Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Administrator. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Administrator.
- **1.6 Notices.** 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, Purchasing Manager 1 Fire Authority Road Irvine, CA 92602

To Contractor:

#### WITH COPY TO:

David E. Kendig, General Counsel Woodruff, Spradlin & Smart 555 Anton Blvd. Suite 1200 Costa Mesa, CA 92626

Walter's Auto Sales & Service Inc. Attention: Gordon Lai 3213 Adams St. Riverside, CA 92504

#### **SECTION TWO**

**2.1 Orders.** The Contractor shall receive a written Purchase Order requests on an asneeded basis for items on this Agreement, subject to the terms, conditions, and pricing listed herein. The Contractor shall be responsible for confirming specifications, quantities, and pricing with the Contract Administrator prior to order entry/delivery.

Orders may be placed at any time during the term of the Agreement even if delivery may not be made until after the expiration of the Agreement. Order dates take precedence over delivery dates. The Contractor must clearly identify the order date on all invoices to OCFA.

- **2.2 Substitutions.** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior OCFA written approval.
- **2.3 Delivery.** Time of delivery is of the essence in this Agreement. The vehicle and any equipment described within the specifications shall be completed and delivered to the OCFA, within the timeframe specified in the specifications or as quoted by the contractor, whichever is sooner. The vehicle will be delivered clean, full of fuel, Diesel Exhaust Fluid, DPF, clean and free of evidence of road travel, serviced and ready for immediate service. OCFA reserves the right to refuse any vehicle or equipment and to cancel all or any part of the vehicle or equipment not conforming to the specifications, as set forth in Exhibit "A". Acceptance of any part of the order shall not bind OCFA to accept future shipments nor deprive it of the right to return equipment already accepted at Contractor's expense. Delivery shall not be deemed to be complete until all vehicles and equipment have actually been received and accepted by OCFA.

The contractor acknowledges and agrees that any delay would seriously affect the public welfare and the operations of the OCFA and that it is extremely difficult to ascertain and determine actual damages for such delay. Therefore, it is agreed that the contractor shall become liable to the OCFA for liquidated damages in the sum of one hundred dollars (\$100) for each and every calendar day in excess of the date specified for delivery for each unit not delivered as scheduled.

- **2.4 Freight (F.O.B. Destination).** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods deemed necessary under this Agreement.
- **2.5 Taxes.** OCFA is subject to applicable sales and use tax. Unless otherwise provided herein or by law, prices do not include applicable sales or use tax. Sales tax will be paid directly to the state of California if not collected by the Contractor.
- **2.6** Acceptance. Unless otherwise agreed to in writing by OCFA: 1) acceptance shall not be deemed complete unless in writing and until all the Goods or Services have actually been received, inspected, and tested to the satisfaction of OCFA, and 2) payment shall be made in arrears after satisfactory acceptance.
- **2.7 Payment.** In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to OCFA an invoice for Goods provided and Services rendered prior to the date of the invoice. Invoices should be sent by electronic mail to:

# Orange County Fire Authority, Accounts Payable ap@ocfa.org

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. Partial payments are authorized for partial shipments with signature approval.

**2.8 Usage.** No guarantee is given by OCFA to Contractor regarding usage of this Agreement. Future purchases are dependent on availability of an appropriation in the OCFA's

budget. The Contractor agrees to supply the vehicle and equipment requested, as needed by OCFA, at prices listed in Exhibit "B", attached hereto, regardless of quantity requested.

Contractor acknowledges that 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, or are otherwise limited, OCFA may immediately terminate or modify this Agreement without penalty.

- 2.9 Disaster/Emergency Incident Requirements. In the event of a disaster or emergency incident, this Agreement may be subject to extraordinary usage. The Contractor shall service OCFA during such a disaster or emergency incident under the same terms and conditions that apply during non-emergency conditions. The pricing set forth in the Exhibit "B" shall apply to serving OCFA's needs regardless of the circumstances. If Contractor is unable to supply the Goods or Services under the terms of the Contract, then upon request from OCFA, Contractor shall provide proof of such disruption and a copy of the invoice for the Goods or Services from Contractor's supplier(s). Additional profit margin as a result of supplying Goods or Services during a disaster or emergency incident shall not be permitted.
- **2.10** Provision of Additional Vehicles or Equipment. Contractor shall provide Vehicles or Equipment in addition to those specified in Exhibit "A" when directed to do so in writing by the Purchasing Manager or designee, hereinafter "the Purchasing Manager", provided that Contractor shall not be required to provide any additional Vehicles or Equipment without compensation. Additional compensation in an amount within management authority must be approved in writing by the Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors. In the event any change or changes to the Vehicles or Equipment 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.
- **2.11 Reports/Meetings.** As required by the Contract Administrator, the Contractor shall develop reports and any other relevant documents necessary to complete the requirements set forth in this Agreement. The OCFA's Contract Administrator and Contractor's Representative will meet on reasonable notice to discuss Contractor's performance and progress under this Agreement. If requested, Contractor's Representative and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by OCFA for the purpose of monitoring progress under this Agreement.
- **2.12 Records.** Contractor shall keep such books and records as shall be necessary to properly provide the Vehicles and Equipment required by this Agreement and enable the Contract Administrator to evaluate the performance of such requirements. The Contract Administrator 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.
- **2.13 Performance.** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to the reasonable satisfaction of OCFA. Contractor shall be responsible for the quality, technical assurance, timely completion and coordination of all documentation furnished by Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor,

supervision, machinery, equipment, materials, and supplies necessary therefore and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

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.

- **2.14 Time for Completion.** All Vehicles and Equipment rendered pursuant to this Agreement shall be performed within the time periods prescribed in Exhibit "A". The extension of any time period specified must be approved in writing by the Contract Administrator.
- **2.15 Contractor Personnel.** If providing services, the Contractor 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.

If required in Exhibit "A", all Contractor's employees shall wear uniforms, badges, or other means of identification at all times while on OCFA property. If requested, the Contract Administrator must be notified of the means of identification to be worn by employees prior to beginning work and notified seven days prior to any changes in identification.

**2.16 Conflict of Interest – Contractor's Personnel.** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of OCFA. This obligation shall apply to the Contractor; Contractor's employees, agents, and relatives; sub-tier Contractors; and third-parties associated with providing Goods or Services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of OCFA.

Further, the Contractor warrants that no gratuities in the form of entertainment, gifts or otherwise were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of OCFA with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, OCFA shall have the right to terminate the Agreement, either in whole or in part.

- **2.17 Conflict of Interest OCFA Personnel.** The OCFA General Order 06 prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Agreement, employ any OCFA employee for any purpose.
- **2.18 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.
- **2.19 News/Information Release.** The Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment

of or effort under this agreement without first obtaining review and written approval of said news releases from OCFA through OCFA's Communications Director.

- **2.20 Licenses and Permits.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law to provide the Goods or Services required by this Agreement.
- **2.21 Sub-Contracting.** The Contractor shall not contract with any other entity to provide in whole or in part the Vehicle or Equipment required hereunder without the express written approval of the Purchasing Manager. If Contractor is authorized to subcontract any part of the work specified herein, Contractor 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 provision of Goods or Services will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Contractor shall ensure that all subcontractors maintain insurance in accordance with the requirements set forth herein are complied with prior to commencement of work by each subcontractor.
- **2.22 Withholding Payment for Non-Authorized Subcontractors**. OCFA shall have the right to withhold payment from Contractor for work performed by any subcontractor or subconsultant providing Goods or Services but not authorized in writing by the Purchasing Manager, or regarding which the insurance or other requirements under this Agreement have not been satisfied.
- **2.23 Force Majeure.** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of 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 Contractor shall within thirty-six (36) hours of the commencement of such condition notify the Contract Administrator who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for providing the Goods or Services for the period of the enforced delay when and if in the Contract Administrator's judgment such delay is justified, and the Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement.
- **2.24 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 the Purchasing Manager. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of the Purchasing Manager.

- **2.25 Proof of Insurance (If Applicable).** The Contractor must furnish OCFA with the documents specified in Exhibit "C" proving the necessary levels of insurance coverage, as required. 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.
- **2.26 Warranty.** Contractor expressly warrants that the Goods or Services covered by this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.
- **2.27 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this 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 work performed by Contractor 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 Contractor.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its 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.

**2.28 Independent Contractor.** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the provision of Goods or Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

If providing Services, Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service.

No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the provision of Goods or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the provision of any Goods or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of providing any Goods or Services hereunder. If for any reason any court or governmental agency determines that OCFA has financial obligations, other than pursuant to Section 1.3 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

**2.29 Employee Retirement System Eligibility Indemnification.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Goods 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 OCFA, Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of OCFA.

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 Goods or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

#### **SECTION THREE**

**3.1 Governing Law and Venue.** 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.

- **3.2 Compliance with Laws.** Contractor represents and warrants that all Goods or 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.
- **3.3 Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.
- **3.4 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.
- **3.5** Calendar Days. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- **3.6 Amendments.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on OCFA unless authorized by the Purchasing Manager in writing.
- **3.7 Entire Contract.** This Agreement contains the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.
- **3.8 Termination.** OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except where continuation would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate.
- **3.9 Disputes Contract.** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by Contractor's Representative and OCFA's Contract Administrator, such matter shall be brought to the attention of the Purchasing Manager by way of the following process:
  - The Contractor shall submit to the Purchasing Manager a written request for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless OCFA, on its own initiative, has already rendered such a final decision.

- The Contractor's written request shall be fully supported by factual information, and, if the request involves a cost adjustment to the Contract, include statement by a corporate officer indicating that the request is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes OCFA is liable.
- Pending the final resolution of any dispute arising under, related to, or involving this
  Agreement, Contractor agrees to diligently proceed with the performance of this
  Agreement, including the delivery of goods and/or provision of services. Contractor's
  failure to diligently proceed shall be considered a material breach of this Agreement.
- **3.10 Breach of Contract.** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Agreement shall be a material breach of this Agreement. In such event OCFA may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:
  - Afford Contractor written notice of the breach and ten days or such shorter time that may be specified in this Agreement within which to cure the breach;
  - Discontinue payment to the contactor for and during the period in which Contractor is in breach; and
  - Withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed to OCFA.
- **3.11 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.
- **3.12 Remedies Not Exclusive.** 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.
- **3.13 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.

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.

**3.14 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

- **3.15 Non-Discrimination.** Contractor covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to ensure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.
- **3.16 Special Terms and Conditions (If Applicable).** If required, additional terms and conditions applicable to the provision of Goods or Services pursuant to this Agreement are provided in Exhibit "D", attached hereto.

[Signature Page follows]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the date first written above.

		"OCFA"
		ORANGE COUNTY FIRE AUTHORITY
Date:		By: Sara Kennedy, CPPB Purchasing & Materials Manager
		WALTER'S AUTO SALES & SERVICE
Date:	6-2-2021	BUSINESS NAME  By:
		Name: Steven Kienle Title: president
Date:	6-2-2021	By:
		Name: Jonathan Kienle Title: Secretary

ATTEST:
Maria D. Huizar
Clerk of the Board

Date: September 14, 2021

#### **EXHIBIT "A"**

#### STATEMENT OF GOODS OR SERVICES TO BE PROVIDED

#### A1. DELIVERY

- a. Delivery is required by 90 calendar days after receipt of OCFA purchase order.
- b. FOB Destination and Freight Prepaid: Price shall be FOB Destination Freight Prepaid to the delivery location designated. Supplier shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. OCFA will assist the Contractor in arranging for inspection.
- c. Deliveries shall be made F.O.B to the following location:

1 Fire Authority Road

Irvine, CA 92602

Attention: Kevin Berghaus

Delivery of vehicle must be coordinated with Fleet Services Manager, Kevin Berghaus (714) 573-6651 or his designee.

- d. The following documents are due upon delivery of the vehicles to OCFA:
  - M.S.O (Manufacturer Statement of Origin)
  - Warranty Document
  - Odometer Statement
  - Required Manuals

#### A2. VEHICLE INSPECTION

a. OCFA will assist the supplier in arranging for inspection. Each vehicle delivered shall be subject to a complete inspection by the Fleet Services Section prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the supplier prior to acceptance for any reason, all corrections shall be made without any inconvenience to OCFA.

#### A3. REJECTIONS AND PICKUPS

a. Note that OCFA reserves the right to reject items that fail to comply with Specifications, are damaged, or are in excess or ordered quantities. Vendor to pick up items to be returned within five business days of notification and process credit for returned items within ten business days of receipt.

#### A4. GVWR AND SUSPENSION COMPONENT RATINGS

a. Under no circumstances will any component of the suspension system, including but not limited to tires and wheels, be acceptable if that component

will cause the total GVWR of the vehicle/equipment offered to fall below the stated minimum. Bids quoting components which cause the GVWR to be reduced will be disqualified. Vendor will ensure the vehicles/equipment offered complies with all motor vehicle laws applicable, and that no component rating will be exceeded. By submitting a bid, the vendor warrants that the equipment as a whole, and the components individually specified in the vendor's bid, will meet or exceed the GVWR requirements as requested. If deficiencies in equipment specification by the vendor are not discovered until the time of equipment delivery, the vendor agrees to repair and/or replace deficient components at the vendor's sole expense to correct the deficiencies.

#### A5. WARRANTY

- a. Warranty shall be the manufacturer's standard new vehicle warranty for a minimum of 36 months or 36,000 miles, whichever comes first. Warranty for vehicle accessories ordered with the vehicle, such as toolboxes, utility bodies, tow hooks, etc. shall be a minimum of 12 months.
  - Warranty period shall begin at the in-service date of vehicle
  - Provide contact information with vehicle to activate warranty

#### A6. REPAIRS

a. The vendor may be responsible for transport of vehicles to and from the place of business for repairs until such time that OCFA places the vehicle in service. Transport of the vehicle will not be delayed more than one working day from date of notification.

## A7. SAFETY REGULATIONS FOR USE OF COMPLETED VEHICLES/EQUIPMENT

a. All bodies, tools, machines or other devices or equipment added to vehicles/equipment after initial construction by the original vehicle chassis/equipment manufacturer must be equipped, constructed and installed in a manner to allow for compliance with all applicable federal, state and local safety regulations in effect at the time of final vehicle/equipment delivery to the Orange County Fire Authority. Specifically, upon delivery of the vehicle/equipment to the OCFA, no permanent or temporary modifications to the vehicle/equipment or any items included with the vehicle/equipment shall be required to meet the safety regulations included above; any such modifications, if necessary, shall have been made by the vendor and/or the vendor's subcontractor(s) prior to delivery to OCFA. The vendor agrees that vehicles/equipment or attached items as included above which do not meet the requirements listed here shall be returned to the vendor for correction of deficiencies at the vendor's sole expense.

#### A8. REPORTS

a. Vendor will be required to provide OCFA with monthly progress reports confirming the status of delivery dates as originally indicated in the bid

response. Reports for vehicles order by OCFA should be submitted to Kevin Berghaus, Fleet Services Manager, <a href="mailto:kevinberghaus@ocfa.org">kevinberghaus@ocfa.org</a>, (714) 573-6652, 1 Fire Authority Road, Irvine, CA 92602. These reports shall consist of, but not be limited to the following:

- Copy of vendor's order to the factory
- Copy of factory acknowledgement of order indicating scheduled date of production and shipment from factory.
- Factory generated computer status reports.
- Notification of any changes in production or shipping dates.
- Any special information the vendor has that would affect the timely delivery
  of the vehicles ordered in accordance with original delivery date promised.

#### A9. VEHICLE RECALL NOTICES

a. In the event of any recall notice, technical service bulletin, or other important notification affecting the vehicles purchased from this contract, the vendor will be required to send a notice to OCFA Fleet Services Section. It is the responsibility of the vendor to assure that all recall notices are sent directly to OCFA.

#### A10. MANUALS

a. An owner's manual and parts and service manual shall be furnished at no additional charge when available from manufacturer.

#### A11. COMPLY WITH RULES & STANDARDS

a. Each unit must conform to applicable Cal-OSHA Standards, and/or other appropriate laws, regulations, rules and codes of the Federal Government and the State of California.

#### A12. SPECIFICATIONS

- a. All installations shall be made in a neat and professional manner. All equipment furnished shall be of standard manufacture. All work and material furnished shall be subject to inspections and approval through the Fleet Services Manager.
- b. This equipment and all its components shall be new and of the latest model.
- c. Where specifications for specific items are not included, manufacturer's standard specifications are satisfactory or they are not applicable to this equipment.
- d. All equipment and accessories shall be installed, to comply with the requirements of applicable California Vehicle Codes and Federal Safety Regulations currently in force.
- e. Quality, construction details, materials, performance characteristics and price quotations will be analyzed by competent Fire Authority personnel and the

- equipment which, in their opinion, best serves the interest of the Authority will be purchased.
- f. Vendor/ manufacturer shall furnish EPA/MPG information pertaining to vehicle model, engine and drive train components proposed in the specification. Such information may be a prime consideration factor in Authority purchase determinations.
- g. Vendor shall supply smog certificate at time of delivery. Unit shall be registered to:

Orange County Fire Authority 1 Fire Authority Road Irvine, CA 92602 (Exempt Fee License)

h. Upon placement of manufacturer order, vendor shall confirm in writing; factory order number, factory assembly date and estimated delivery date.

Send information to:

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

Attn: Kevin Berghaus, Fleet Services Manager

- i. The manufacturer or vendor delivering vehicle(s) against this specification shall guarantee that the minimum requirements are met.
- j. If vehicle does not meet minimums specified, the manufacturer will be required to make the necessary corrections at their expense.
- k. Unit shall include all necessary equipment and accessories properly installed, as required by applicable California Vehicle Code for operation on roads and highways, day or night.
- I. Fuel tank shall be delivered filled with manufacturer's recommended fuel.
- m. Unit delivered to the Authority shall contain a pre-delivery check sheet showing what operations have been performed on the vehicle and signed by the mechanic(s) or individual(s) who worked on the unit.

#### A13. ADDITIONAL INFORMATION

a. Form A – Vehicle Specifications

#### FORM A: VEHICLE SPECIFICATIONS

Instructions: Bidder shall indicate in the "yes/no" column by writing "yes" or "no" in the appropriate column if their bid complies on each item (paragraph) specified. Exceptions shall be allowed if they are equal or superior to that specified and provided they are listed and fully explained on a separate page.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder as an exception with a detailed statement completely defining the exception(s). Deviations from these specifications which exceed specified dimensions, capacity, quality or performance may be considered unless specific or maximum requirements are set and provided that the manufacturer submit full description and explanation of justification for proposed deviation

Constitution of the contract o	2021 MERCEDES-BENZ SPRINTER CARGO						
S CONTROL CONT	Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative			
ľ	1. VE	HICLE SPECIFICATIONS					
<b>Q</b>	1.1	Configuration/Drive Type: The vehicle shall be a new and unused, model year:  2021 MERCEDES-BENZ SPRINTER CARGO, 4X4, 3500XD, 170", WB HIGH ROOF CARGO VAN, FLEET/NON-RETAIL; Model Code MXCA7X	YES	YEAR: 2021  MAKE: MERCEDES BENZ  MODEL: MX CA 7X  TRIM: PER ORDER			
	1.2	Quantity: One (1)	YES				
	1.3	Exterior Color: Artic White	YES				
9	1.4	Interior Color: Black Leatherette	YES				
	2. STA	NDARD ACCESSORIES					
,	2.1	Axle Ratio 3.92	YES				
0	2.2	Brake Assist Plus	YES				

	2021 MERCEDES-BENZ SPRINTER CARGO					
	Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative		
¢	2.3	Hold Function	YES			
ð	2.4	Stabilization Level II	YE S			
c	2.5	Adjustable Steering Wheel	YES			
Ø	2.6	Multifunction Steering Wheel	YES			
Ø	2.7	High Roof	YES			
0	2.8	AGM battery 12 V 95 Ah 850A	YES			
9	2.9	Body Builder Connector	YES			
Ø	2.10	Battery Positive Contact	YES			
0	2.11	Emergency Call System	YES			
ø	2.12	Breakdown Management	YES			
Ø	2.13	Hill Start Assist	YES			
9	2.14	Standard Radio	YES			
0	2.15	USB-C socket, 5 V	YES			
6	2.16	Pre-Installation for Switch Panel	YES			
0	2.17	Starter Battery Disconnect	YES			
0	2.18	Trailer Hitch - Wire Harness w/7 Pin Connector	489			

	2021 MERCEDES-BEI	NZ SPRINTI	ER CARGO
Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative
2.19	Shelf Above Windshield	YE S	
2.20	Cupholder Centerstack	YES	
2.21	Remote Key Fob - 315 MHZ	YES	
2.22	Stowage Compartment Cockpit	YES	
2.23	Rear-view Camera (mirror display)	YES	
2.24	Exterior mirror heated and electr. adjustable	YES	
2.25	Automatic transmission 7G-TRONIC	YES	
2.26	Heater- Aux. Electric HotAir	YE5	
2.27	Air Condition, Front	YES	
2.28	Windshield with Filter Band	YES	
2.29	Head Unit, North America	YES	
2.30	Crosswind Assist	YES	
2.31	Communication Module (LTE) Digital Services	YES	
2.32	Starting Mileage Service Interval 20,000 Miles	YES	
2.33	Speedometer, miles/km	YES	
2.34	Seat belt reminder for co-driver	YES	

	2021 MERCEDES-BENZ SPRINTER CARGO					
	Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative		
0	2.35	Seat belt reminder for driver	YES			
0	2.36	Outside Temperature Gauge	YES			
Ø	2.37	24.5-gallon fuel tank	YES			
ø	2.38	Fuel Filter w/Water Separator	YES			
0	2.39	3rd Generation SCR Emission Control System	YES			
0	2.40	Filler Cap, Diesel, in red	YES			
0	2.41	Exhaust Straight to Rear	YES			
•	2.42	Headlight assistant	YES			
0	2.43	3rd LED Break Lamp Hi-Mounted	YES			
0	2.44	North and South America	YES			
6	2.45	No Parking Lamps	YES			
e	2.46	Engine-3.0 Turbo Diesel BlueTEC	YES			
0	2.47	SULEV Emissions	YES			
e	2.48	Alternator 14 V/220 A	YES			
ø	2.49	Front Mud Flaps	469			
8	2.50	Rear Mudflaps	489			

	2021 MERCEDES-BENZ SPRINTER CARGO					
	Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative		
q	, 2.51	Longitudinal Member Reinforcement	YES			
O	2.52	Spare Tire Carrier below Frame	YES			
4	2.53	Spare Wheel - Steel	YES			
0	2.54	Air Bag- Driver	YES			
e	2.55	Airbag, front passenger	YES			
Ø	2.56	Thorax-pelvis sidebag, driver	YES			
0	2.57	Thorax-pelvis sidebag, co-driver	YES			
Ø	2.58	Airbag, Driver/Passenger Window	YES			
ø	2.59	Seat Occupancy Recognition, Driver's Seat	YES			
ø	2.60	Driver's Seat	YES			
O	2.61	Adjustable front passenger seat	YES			
Ø	2.62	Armrest for Driver Seat	YES			
6	2.63	Armrest for Passenger Seat	YES			
ø	2.64	Sliding Door- Right Side (Standard)	YES			
ð	2.65	Cable duct on side wall	485			
٥	2.66	Cable duct on rear portal	YES			

Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative
2.67	VIN visible from outside	YES	
2.68	VIN Encoded vehicle data with check digit	YES	
2.69	MODEL YEAR 2021	YES	
2.70	Without load Uprating	YES	
2.71	Hydraulic Jack	YES	
3. OP1	C02 in Combination with C03  Leather Steering Wheel  Wet Wiper System  Active Lane Keeping Assist  Instrument Cluster with Color display (Highline)	wo	MERCEDES-BENZ HAS ADVISED US OF A SHORTHUE IN SOME OPTIONS, THE LEATHER WRAPPED STEERM WHEEL IS ONE OF THEM. THIS ONE MAY NOT BE WALLABL
3.2	<ul><li>Comfort Package (Seats)</li><li>Comfort Driver's Seat</li><li>Comfort co-driver's seat</li></ul>	YES	
3.3	Basic Comfort Package	YES	

	2021 MERCEDES-BENZ SI			ER CARGO
	Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative
	3.4	<ul> <li>DRIVER CONVENIENCE PACKAGE</li> <li>12V Power Outlet- Driver Seat         Base         Hinged lid for storage compartment         Hinged Lid for Stowage         Compartment         Two additional master keys         Blind Spot Assist         Attention Assist     </li> </ul>	YES	
€	3.5	Premium Plus Package     Free map data updates for 3yrs     Tray for Smartphones incl. wireless charging     Intelligent Navigation     MBUX Multimedia System with 10.25" Touchscreen     Front-to-Rear Outlet Instrument Panel     Traffic Sign Assist     Acoustic Package	NO	THERE IS A WORLDWIDE SURTAGE OF MICROPROCESSAR CHIPS USED IN THE 10.25" SCREEN, MERCEDES BENZMAY BE FORCED TO REPLACE THIS ITEM WITH THE SMALLER 7" TOUCHSCREEN, WE WILL ADVISE IF THIS CHANGE IS FORCED ON US.
•	3.6	Window Fleet Package (Fleet Only)  Laminated Glass Rear  Defroster rear window  Storage Net in Hinged RR Doors  Windows All Around - Cargo van  2nd row, fixed window, passenger side  Window Left Center Fixed  Window Right Center Fixed  Window Right Rear Fixed  Window Right Rear Fixed	YEG	
6	3.7	Exterior Lighting Package  High beam assist  Led high performance headlamps  Fog lamp with cornering light function  Partial led taillights	YES	

		2021 MERCEDES-BEN	Z SPRINTE	ER CARGO
	Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative
0	3.8	Low & High Range 4x4 Package  • Door mounted assist handles, driver &passenger  • 4x4 High Range w/Low Range Transfer Case	YE5	
0	3.9	Dual Rear Wheel Tires  Tires LT215/85 R16  Steel Wheel 5.5 X 16  All-season tires	YES	
0	3.10	Chrome Grill Package  Radiator Grille Frame in Vehicle Color Chromed Trim Radiator Grille	YES	
0	3.11	Swivel Seat Package	YES	
0	3.12	Parking brake lever, swivel seat	YES	
0	3.13	Roof Rails	YES	
•	3.14	OMISSION BULKHEAD	YES	
0	3.15	Parametric Special Module (PSM)	YES	
0	3.16	115 V Socket	YES	
0	3.17	12V Power Outlet Rear Compartment	YES	
8	3.18	12 V socket, instrument panel	YES	

	2021 MERCEDES-BENZ SPRINTER CARGO				
888	Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative	
0	3.19	Active Distance Assist Distronic	YES		
8	3.20	Satellite Radio	489		
•	3.21	Additional Battery for Retrofit, Co- driver Seat back	YES		
4	3.22	Cutoff Relay for Additional Battery	489		
Ð	3.23	3-Button Remote Control	YES		
٥	3.24	Fuel-fired heater booster (17,000 BTU)	YES		
ô	3.25	Air conditioning rear, roof mounted	YES		
ę	3.26	Rear cabin heater and vents	YES		
•	3.27	Parking Package with Back up Camera	YES		
9	3.28	Rain sensor	YES		
	3.29	Reversing warning device	YES		
0	3.30	Deactivation Lamp Monitoring Failure	YES		
٥	3.31	Engine oil level display at cold start	465		

		2021 MERCEDES-BE	NZ SPRINTI	ER CARGO
530	Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative
3	3.32	Trailer Cross Member, 7,500 lbs. Capacity	YES	
3	3.33	Step Rear Wall for Trailer Coupling	YES	
8	3.34	Electrical operation of sliding door, right	YES	
9	3.35	Electric Sliding Step	YES	
3	3.36	Assist handle, B-pillar	YES	
0	3.37	Assist Handle-Left Rear Door	Y 55	
6	3.38	Assist Handle - Right Rear Door	YES	
0	3.39	FULL PANELING, HINGED REAR DOORS	YES	
	3.40	Door Sill Protective Edge	YES	
3	3.41	LUXURY INTERIOR TRIM	YES	
٥	3.42	Window Pillar Trim	YES	
	3.43	Rear Roof Trim	YES	
0	3.44	WOOD FLOOR WITH 6 D-RINGS	YES	

ltem		Comply	Vendor Comment
No.	Minimum Specifications	Yes / No	Exception/Alternative
3.45	Window - Left Side Front Emergency Exit (FMVSS 217)	YES	
3.46	Rear doors, opening 270 degrees	YES	
3.47	Tint for Rear Windows and Rear Side Windows	YES	
3.48	Window in tailgate/rear door with wipe/wash system	YES	
I. WA	RRANTY & MANUALS		
4.1	Bidder shall identify in the Vendor comment column the standard warranty coverages (years/miles) as applicable for line items 4.2 - 4.10	YES	
4.2	Chassis	YES	3-YEAR/36,000 LIMITED 5-YEAR/100,000 WARRANTY
4.3	Emission Controls	YES	5-YEAR /100,000 WARRANTY
4.4	Engine	YES	5-YEAR/100,000 LIMITED WARRANTY
4.5	Differential	YES	5-4EAR/100,000 WARRANY,
4.6	Transmission	YES	5-YEAR/100,000 WARRANTY
4.7	Frame	YES	3-4EAR/36,000
		<del></del>	3- YEAR /36,000 5- YEAR /100,000 -> STANTUR +)

	2021 MERCEDES-BENZ SPRINTER CARGO				
Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative		
4.9	Air Conditioning	YES	3-YEAR/36,000 WARRAWTY		
4.10	Body	YES	3- YEAR/36,000 - NO LIMIT 5- YEAR/100,000 - COSMETIC CORROSION		
4.11	Manufacturer's written warranty shall accompany the vehicle together with all the necessary information required by the manufacturer provided on the warranty form.	YES			
4.12	The selling dealer will be required to handle all repair or replacement of parts that come within the factory warranty.	YES			
4.13	Warranty shall be the manufacturer's standard new vehicle warranty for a minimum of 36 months or 36,000 miles, whoever comes first.	YES			
4.14	Provide information, which details the type(s) and extent(s) of coverage under the manufacturer's standard warranty.	YES			
4.15	The selling dealer shall be required to provide contact information with the vehicle to activate the warranty.	YES			
4.16	Warranty period shall begin at the inservice date of vehicle.	YES			
4.17	Manuals: An owner's manual and a parts & service repair manual shall be furnished at no additional charge from the manufacturer.	YES			
4.18	EPA Information: Vendor/manufacturer shall furnish EPA/MPG information pertaining to vehicle model, engine and drive train components proposed in the specification.	YES			

2021 MERCEDES-BENZ SPRINTER CARGO				
Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative	
5. DEL	5. DELIVERY			
5.1	Dealer shall complete all DMV registration and title documents as required by the State of California Department of Motor Vehicles (CA DMV). Plates shall be <i>CA EXEMPT</i> and registered to the following address:  Orange County Fire Authority 1 Fire Authority Road Irvine, CA 92602	YES		
5.2	Vehicle shall be delivered with a full fuel tank filled with manufacturer's recommended fuel.	YES		
5.3	Bid price to include delivery to the OCFA:  1 Fire Authority Road Irvine, CA 9262 Attention: Kevin Berghaus  Delivery of vehicle must be coordinated with Fleet Manager, Kevin Berghaus (714) 573-6651 or his designee	YES		

2021 MERCEDES-BENZ SPRINTER CARGO					
Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative		
5.4	Delivery is requested within 90 calendar days after receipt of OCFA purchase order. OCFA will consider allowing additional days due to force majeure (beyond the dealer's ability to control) if factory production has caused the delay. In such cases, dealer must provide written proof from factory stating reason for the delay and when delivery should be expected. Bidders should advise the Buyer prior to the bid deadline of any expected delays that might exceed the aforementioned delivery time requirement.  Any delays in delivery date as required herein shall be immediately reported in writing to the requesting department representative with a copy to the buyer.	YES	FOR 2021 MODELS THERE ARE A COMBINATION OF FACTORS THAT COULD AFFECT THE TIMING OF THE VEHICLE DELIVERY DAT INCLUDING EPA CERTIFICATION OF DIESEL ENGINES AND THE WORLDWIDE SHORTAGE OF MICROPROCESSOR CHIPS USED IN VARIOUS COMPONENTS, WILL ADVISE ON ALL KNOWN DELAYS.		

# **EXHIBIT "B"**Compensation and Payment

# **B1.** PRICING

Description	Price
2021 Mercedes-Benz Sprinter Cargo Van, 4x4, 3500XD	\$80,451
Sales Tax at 7.75%	\$6,241.54
CA Tire Fee (per vehicle)	\$8.75
Documentation Fees (per vehicle)	\$85
Registration/Licensing Fees (Exempt)	\$1,177
Delivery Charges to RFOTC	\$0

# **EXHIBIT "C"**Insurance Requirements

- C1. 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.
- **C2.** 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:
  - **C2.1** 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.
  - **C2.2** 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.
  - **C2.3** Products Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Products liability insurance with limits of at least one million dollars (\$1,000,000.00)
  - **C2.4** 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.

- **C2.5.1**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.
- **C2.5.2**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.
- C3. 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.
  - **C3.1** 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.
- **C4.** 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:
  - **C4.1** 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:
    - **C4.1.1** Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

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.

**C4.1.2**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.

- C4.2 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).
  - **C4.2.1**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.
- **C4.3** 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.
- **C5.** 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).
- **C6.** 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.
  - C6.1 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.

- **C7.** 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.
  - **C7.1** 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.
  - **C7.2** 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.
  - C7.3 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.
- **C8.** Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.
- **C9.** 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.
- **C10.** 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.
  - **C10.1** 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.)

- **C11.** 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:
  - **C11.1** 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.
  - C11.2 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.
  - C11.3 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.
  - **C11.4** 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.
  - **C11.5** 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.
  - **C11.6** 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.
- **C12.** 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



# Orange County Fire Authority AGENDA STAFF REPORT

Executive Committee Meeting September 23, 2021

Agenda Item No. 2I Consent Calendar

# **Contract Extension – Janitorial Services for the Regional Fire Operations and Training Center**

#### **Contact(s) for Further Information**

Jim Ruane, Assistant Chief jimruane@ocfa.org 714.573.6801

Logistics Department

Patrick Bauer, Property Manager patrickbauer@ocfa.org 714.573.6471

Logistics Department

#### **Summary**

This agenda item seeks approval to exercise the remaining optional renewals with Allied Universal, contract years three through five, for janitorial services at the Regional Fire Operations and Training Center, and to increase the agreement to provide additional cleaning and sanitation services related to COVID-19 for contract year Three. This agreement was awarded as a result of competitive RFP SK2303.

#### **Prior Board/Committee Action**

On September 24, 2020, the Executive Committee approved and authorized the emergency procurement reconciliation in response to the COVID-19 Pandemic, which included additional COVID-19 related cleaning services at RFOTC for part of Contract Year One, and all of Contract Year Two, for a total amount of \$123,487.88.

#### **RECOMMENDED ACTION(S)**

- Approve and authorize the Purchasing Manager to execute Amendment Number Two to the Master Agreement with Allied Universal Janitorial Services extending the term through July 31, 2022.
- 2. Approve and authorize the Purchasing Manager to renew and increase the existing Blanket Order contract to a total amount not to exceed \$303,746.25, inclusive of \$7,916.67 per month for additional COVID-19 related services.
- 3. Approve and authorize the Purchasing Manager to exercise the two remaining optional oneyear renewals (Contract years Four and Five) for standard services.

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

Not Applicable.

#### **Fiscal Impact**

Funds are included in the Property Management Division budget for the standard janitorial services portion of the contract. The COVID-19 related services will be included with the COVID-19 Pandemic emergency budget reconciliations.

#### **Background**

#### Original Agreement

In August 2019, OCFA entered into an agreement with Allied Universal Janitorial Services (Allied) to provide routine and special event cleaning services for the Regional Fire Operations and Training Center (RFOTC). Allied Universal Janitorial Services earned the highest ranking out of eleven competitor firms through Request for Proposals SK2303. As such, Allied was awarded a two-year agreement with three optional one-year renewals. Because the contract amount for the initial two-year term of the agreement fell below the threshold defined in the Roles/Responsibilities/Authorities Matrix, Executive Committee approval was not required.

#### **Current Extension and Increase**

Beginning in 2017, as a result of SB 3, the State of California mandated annual increases to minimum wage, the last of which will occur January 1, 2022. These increases, which are blended into the hourly rates for each janitorial services 12-month contract term, result in contract years three through five exceeding the threshold for staff procurement authority as defined in the Roles/Responsibilities/Authorities Matrix. Additionally, staff requests an increase to the agreement amount for contract year three (through July 2022) to allow for the temporary provision of additional services related to COVID-19:

Standard Services	Months	<b>Monthly Rate</b>	Total
Night Cleaning	12	\$13,437.19	\$161,246.25
(Buildings A-D)	12	Ψ13,437.17	Ψ101,240.23
Day Porter			
(Monday – Thursday & Alternate	12	\$3,958.33	\$47,500.00
Fridays)			
		Subtotal	\$208,746.25
Special Services	Months	Rate	Total
COVID-19 Services	12	\$7,916.67	\$95,000.00
		Subtotal	\$95,000.00
	\$303,746.25		

Should there no longer be a need for the additional COVID-19 related services, OCFA will exercise its right to cancel those services.

#### **Attachments**

Proposed Amendment Number Two to the Master Agreement with Allied Universal Janitorial Services. (On file with the Clerk and available upon request) or via this link: <a href="Executive Committee"><u>Executive Committee Packet</u></a>

# ORANGE COUNTY FIRE AUTHORITY AMENDMENT NUMBER TWO TO MASTER AGREEMENT FOR JANITORIAL SERVICES

THIS AMENDMENT NUMBER TWO TO MASTER AGREEMENT FOR JANITORIAL SERVICES ("Amendment Two") is made and entered into this 23<sup>rd</sup> day of September 2021, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Allied Universal Janitorial Services, hereafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter collectively referred to as "Parties".

#### RECITALS

WHEREAS, OCFA and Contractor entered into that certain Master Agreement for Janitorial Services on the 22<sup>nd</sup> day of July, 2019 for janitorial services as requested in RFP SK2303 ("Agreement"), which is incorporated herein by this reference;

WHEREAS, OCFA and Firm entered into that certain Amendment Number One to Master Agreement for Janitorial Services ("Amendment One") on August 1, 2021 to extend the Agreement through September 30, 2021;

WHEREAS, the term of the Agreement, as modified by Amendment One, will expire September 30, 2021; and

WHEREAS, OCFA desires to exercise its option to extend the term of the Agreement through July 31, 2022, and Contractor agrees to such an extension, subject to the terms and provisions of this Amendment Two.

#### **AGREEMENT**

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

- 1. Section 1.2 Term: Amend to extend the contract term through July 31, 2022.
- 2. Except as modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.
- 3. The persons executing this Amendment Two on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment Two.

IN WITNESS WHEREOF, the Parties have executed this Amendment Two as of the dates stated below.

	"OCFA"
	ORANGE COUNTY FIRE AUTHORITY
Date:	By: Sara Kennedy, CPPB Purchasing Manager
	"CONTRACTOR"
	ALLIED UNIVERSAL JANITORIAL SERVICES
Date: 9-7-2021	By: Mark E. Olivas President
Date: 9 - 7 - 2)	By:  Rafael Sorto Regional Vice President



# Orange County Fire Authority AGENDA STAFF REPORT

# Executive Committee Meeting September 23, 2021

Agenda Item No. 2J Consent Calendar

# Ratify the Emerald Bay Fire Station 11 Reserve Firefighter Recruitment Campaign

**Contact(s) for Further Information** 

Mike Contreras, Division Chief mikecontreras@ocfa.org 949.389.0055

Division 5

Robert Cortez, Assistant Chief robertcortez@ocfa.org 714.573.6012

**Business Services Department** 

#### **Summary**

This agenda item seeks to ratify the Emerald Bay Reserve Firefighter Recruitment Campaign and to provide a follow-up to invoices payable for this work effort.

#### **Prior Board/Committee Action**

n/a

#### **RECOMMENDED ACTION(S)**

Ratify the Emerald Bay Fire Station 11 Reserve Firefighter Recruitment Campaign.

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

n/a

#### **Fiscal Impact**

An estimated \$21,432.42 was expended during FY 2020/21.

#### **Background**

Over the last 10 years the roster of reserve firefighters at Fire Station 11 has decreased to six reserve firefighters. The low number of reserve firefighters has impacted the station's ability to consistently staff both the engine and patrol. In an effort to increase the number of reserve firefighters, an outreach campaign including a mailer and social media was conducted.

The Emerald Bay recruitment campaign was comprised of video and photo advertisements on social media, other digital domains as well as a targeted mailer (i.e. postcards) to obtain applicants for Reserve Firefighters for the Emerald Bay fire station (Station 11). The mailer targeted the area of Emerald Bay and the qualifier for applicants was that they reside within a 10-minute radius of fire station 11. A total of 20,000 postcards were mailed to the area surrounding Emerald Bay. The digital campaign ran on Facebook, YouTube and various websites. The targeted campaign resulted in a total of 58 applications which is more than double the number of applicants when compared to the previous 2019 Emerald Bay Reserve Firefighter Recruitment Campaign.

Operations Division 5 and Corporate Communications worked with Brown Marketing Strategies, Inc. (BMS) from October 2020 to June 2021 to conduct the targeted recruitment campaign. BMS provided professional marketing coordination, secured digital and social media buys, and facilitated the preparation and mail out of recruitment postcards via Modern Postcard. An estimated \$12,481.30 was expended with BMS and \$8,951.12 was expended with Modern Postcard.

Staff initially disclosed pending BMS invoices as part of the responses to Board of Directors questions in connection with the FY2021/22 proposed budget approval process. Since staff has confirmed delivery of product and services, staff is prepared to process the pending invoices and close out this project. Guidance has been provided to employees who use these types of services for improved coordination with Purchasing *in advance* for preparation of an agreed-upon scope of work and issuance of a blanket order or purchase order, prior to engagement of services.

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

Campaign marketing materials

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

# Interested in becoming a firefighter? Start by volunteering!

We are looking for Reserve Firefighters to work at the Orange County Fire Authority Station 11 in Emerald Bay.

Whether your goal is to become a career firefighter or serve your community in a unique way, this is the job for you.

Reserve Firefighters must live within 10 minutes of the Emerald Bay fire station. Once selected and training is completed, Reserve Firefighters will help deliver emergency fire and rescue services to the community.

For more information and to apply, visit **ocfa.org/reservefirefighter**.



Minimum qualifications: 18 years old, CA driver's license, live within 10 minutes of Emerald Bay fire station, pass background check, good health and obtain EMT license within 18 months of academy graduation

Attachment



WANT TO BE A RESERVE FIREFIGHTER? OCFA IS NOW HIRING JOINOCFA.ORG