



ORANGE COUNTY FIRE AUTHORITY AGENDA

EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, May 25, 2023
5:30 P.M.

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

Vince Rossini, Chair • John O'Neill, Vice Chair
Dave Shawver • Shelley Hasselbrink • Donald P. Wagner
Noel Hatch • Mark Tettemer • Phil Bacerra • Gene Hernandez
Ex Officio Member - Dennis Wilberg, Mission Viejo

NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION

This meeting is open to the public. Committee members will participate in person. There are several alternative ways to make comments including:

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

Any member of the public may address the Committee on items within their subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Committee and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

If you wish to speak, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to item being considered. Speaker Forms are available at the entryway of meeting location.

E-Comments: Alternatively, you may email your written comments to coa@ocfa.org. E-comments will be provided to the Committee members upon receipt and will be part of the meeting record as long as they are received during or before the Committee takes action on an item. Emails related to an item that are received after the item has been acted upon by the Committee will not be considered.

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 committee members after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact the Clerk of the Authority at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>



In compliance with the Americans with Disabilities Act and [Board of Directors policy](#), if you need reasonable accommodations to participate in this meeting, please complete the [ADA Reasonable Accommodation Form](#) available on the Agency's website and email to COA@ocfa.org, or you may contact the Clerk of the Authority at (714) 573-6040 during regular business hours to submit your request orally. Please notify us at least 48 hours prior to the meeting to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

CALL TO ORDER by Chair Rossini

INVOCATION by OCFA Chaplain Devin Chase

PLEDGE OF ALLEGIANCE by Director Hatch

ROLL CALL by Clerk of the Authority

REPORTS

A. Report from the Budget and Finance Committee

PUBLIC COMMENTS

Please refer to instructions on how to submit a public comment 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 for the Executive Committee Meeting

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

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

Recommended Action:

Approve the Minutes for the April 27, 2023, Regular Meeting as submitted.

B. Monthly Investment Reports

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

On May 10, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 7-0 (Directors Hasselbrink and Bourne absent).

Recommended Action:

Receive and file the reports.

C. Third 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 May 10, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 7-0 (Directors Hasselbrink and Bourne absent).

Recommended Action:

Receive and file the report.

D. Third Quarter Purchasing Report

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

On May 10, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 7-0 (Directors Hasselbrink and Bourne absent).

Recommended Action:

Receive and file the report.

E. Increase to Agreement for FireHawk Helicopters

Submitted by: Tim Perkins, Assistant Chief/Field Operations South and Kyle Kuzma, Battalion Chief/Air Operations

Recommended Action:

Approve and authorize the Purchasing Manager to increase the previously approved Master Purchase Agreement with United Rotorcraft by \$307,400 to a new total amount not to exceed \$56,179,380.32.

F. Contract Award for Automated Medication Dispensing System

Submitted by: Rob Capobianco, Assistant Chief/Emergency Medical Services & Training Department and Paul Whittaker, Battalion Chief/Emergency Medical Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to enter into a Master Agreement in a form approved by legal counsel (current draft attached) with CareFusion Solutions for the purchase and implementation of AMDS equipment and monthly equipment support/maintenance for an amount not to exceed \$307,340.

G. Increase Blanket Order Contract for Detroit Diesel Engine Maintenance and Repair Services

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Kevin Berghaus, Fleet Services Division Manager/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to increase the blanket order contract amount with Harbor Diesel and Equipment by \$152,543 to a total not to exceed \$352,543 for the contract period ended April 2023.

H. Contract Renewal for Special Counsel: Professional Labor Negotiation Services

Submitted by: Stephanie Holloman, Assistant Chief/Human Resources Department and Lori Zeller, Deputy Chief/Administration & Support Bureau

Recommended Action:

Authorize the Purchasing Manager to extend the previously approved Professional Services Agreement with Peter Brown, Liebert Cassidy Whitmore, for professional labor negotiation services for a three year term through June 30, 2026, plus two optional one-year renewals, at an annual amount not to exceed \$125,000.

I. Award of Contract for Copier Replacement – RFP R02598

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Joel Brodowski, IT Division Manager/Logistics Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue a blanket order for a five-year term to lease multifunctional devices (MFD) units with UBEO West, LLC based on the pricing provided in the Best and Final Offer (BAFO) for an annual contract amount not to exceed \$120,000 (\$600,000 aggregate).
2. Approve and authorize the Purchasing Manager to extend the previously approved lease for Sharp copiers/MFDs with CBE on a month-to-month basis to provide time for transition to the new service provider for an amount not to exceed \$80,000.

J. Contract Renewal for Computer Aided Dispatch and CAD2CAD Software Maintenance/Support and Programming Professional Services

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

Recommended Actions:

Approve and authorize the Purchasing Manager to:

1. Renew the existing CAD software maintenance and support contract with CentralSquare for a five-year period for an amount not to exceed \$383,212.51 (year one).
2. Renew the existing CAD2CAD software maintenance and support contract with CentralSquare for a five-year period for an amount not to exceed \$87,670.70 (year one).
3. Renew the existing Professional Services Agreement for as-needed system enhancements for a five-year period for an amount not to exceed \$50,000 (year one).

K. Blanket Order for Workers Compensation Related Medical Services

Submitted by: Stephanie Holloman, Assistant Chief/Human Resources Department and Rhonda Haynes, Risk Manager/Human Resources Department

Recommended Action:

Approve and authorize the Purchasing Manager to issue a blanket order contract to Edinger Urgent Care for workers' compensation related medical services in an amount not to exceed \$100,000 annually.

L. Increase to Agreement for Industrial Hygiene Support Services

Submitted by: Stephanie Holloman, Assistant Chief/Human Resources Department and Rhonda Haynes, Risk Manager/Human Resources Department

Recommended Action:

Approve and authorize the Purchasing Manager to increase the Professional Services Agreement with Aero Environmental Services, LLC by \$120,000 to an annual amount not to exceed \$200,000.

3. DISCUSSION CALENDAR

None

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next meeting will be a Regular Meeting of the Executive Committee on Thursday, June 22, 2023 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

FUTURE EC AGENDA ITEMS – THREE-MONTH OUTLOOK:

- Monthly Investment Report
- Aviation Annual Insurance Renewal
- Annual Workers Compensation and General Liability Insurance
- Quarterly CIP Update

UPCOMING MEETINGS:

Budget and Finance Committee
Executive Committee
Board of Directors

Wednesday, June 14, 2023, 12 noon
Thursday, June 22, 2023, 5:30 p.m.
Thursday, June 22, 2023, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, April 27, 2023
5:30 P.M.**

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

CALL TO ORDER

Chair Rossini called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:31 p.m. on April 27, 2023.

INVOCATION

The Invocation was led by Chaplain Harry Robinson.

PLEDGE OF ALLEGIANCE

Director Tettemer led the assembly in the Pledge of Allegiance.

ROLL CALL

Present: Vince Rossini, Villa Park, Chair
John O'Neill, Garden Grove, Vice Chair
Noel Hatch, Laguna Woods
Gene Hernandez, Yorba Linda
Dave Shawver, Stanton
Mark Tettemer, Lake Forest
Donald P. Wagner, County of Orange

Absent: Phil Bacerra, Santa Ana
Shelley Hasselbrink, Los Alamitos
Dennis Wilberg, Ex-Officio

Also present were:

Fire Chief Brian Fennessy
Assistant Chief Robert Cortez
Assistant Chief Rob Capobianco
Assistant Chief Shane Sherwood
Director of Communications Matt Olson
General Counsel David Kendig

Deputy Chief TJ McGovern
Assistant Chief Jim Ruane
Assistant Chief Stephanie Holloman
Assistant Chief Lori Smith
Assistant Chief Tim Perkins
Clerk of the Authority Maria D. Huizar

REPORT

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

Budget and Finance Committee Chair John O'Neill reported at its April 12, 2023, meeting, the Committee reviewed and recommended forwarding the Monthly Investment Reports to the Executive Committee to receive and file the reports.

B. Quarterly CIP Update

Assistant Chief Jim Ruane provided the Quarterly CIP Update.

PUBLIC COMMENTS

None.

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

On motion of Director Hernandez and second by Director Hatch, and following a unanimous vote by acclamation, approved 7-0 Agenda Item Nos. 2A-2G (Directors Bacerra and Hasselbrink absent).

A. Minutes for the Executive Committee Meeting (FILE 12.02A2)

Action: Approve the Minutes for the March 23, 2023, Regular Meeting as submitted.

B. Monthly Investment Reports (FILE 11.10D2)

On April 12, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Nguyen, Gabbard and Bourne absent).

Action: Receive and file the reports.

C. Contract Award for a Staffing & Timekeeping Application Needs Assessment (FILE 19.08A2a)

Action: Approve and Authorize the Purchasing Manager to enter into a Professional Services Agreement with Gartner, Inc. for a Staffing and Timekeeping Applications Needs Assessment for an amount not to exceed \$295,000.

D. Amendment of Professional Services Agreement for Staffing and Timekeeping Application Support Services (FILE 19.08A2a)

Action: Approve and authorize the Purchasing Manager to extend the Professional Services Agreement with Information Management Technologies for one year in an amount not to exceed \$465,000.

E. Blanket Order Extension for Firefighting Helmets (FILE 19.12)

Action: Approve and authorize the Purchasing Manager to extend the previously approved Blanket Order contract with Allstar Fire Equipment for the purchase of Phenix First Due firefighting helmets for a one-year period through June 30, 2024, and to increase the contract by \$52,600, to an amount not to exceed \$142,600 annually.

F. Blanket Order Extension for Automatic Medication Distribution Stations (FILE 18.05C)

Action: Approve and authorize the Purchasing Manager to extend the previously approved Blanket Order contract with CareFusion Corporation for the rental and maintenance of custom automatic pharmaceutical dispensing cabinets for a one-year period through April 30, 2024, and to increase the contract by \$8,088.79 per month to an amount not to exceed \$97,065.48.

G. Blanket Order for San Bernardino Regional Emergency Training Center (FILE 17.14B29)

Action: Approve and authorize the Purchasing Manager to issue a blanket order to San Bernardino Regional Emergency Training Center for an annual amount not to exceed \$60,000 (\$300,000 aggregate for a five-year term).

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair Rossini adjourned the meeting at 5:43 p.m. The next meeting of the Executive Committee will be on Thursday, May 25, 2023, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 25, 2023

Agenda Item No. 2B
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

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
James Slobojan, Assistant Treasurer Treasury & Financial Planning	jamesjslobojan@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 May 10, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 7-0 (Directors Hasselbrink and Bourne absent).

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report for the month ended March 31, 2023. A preliminary investment report as of April 21, 2023, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – March 2023/Preliminary Report – April 2023

Orange County Fire Authority Monthly Investment Report



Final Report – March 2023

Preliminary Report – April 2023



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Orange County Fire Authority

Final Investment Report

March 31, 2023



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of March 2023, the size of the portfolio increased by approximately \$8 million to \$212.3 million. Receipts for the month totaled approximately \$61.1 million. Significant receipts included property tax apportionment payments totaling approximately \$22.4 million, cash contract payments totaling nearly \$19.4 million, and various grant reimbursement payments and charges for current services totaling \$19.3 million, including a \$16.9 million dollar payment from CAL OES for the Wildland Hand Crew Station equipment. Total March cash outflows amounted to approximately \$53.4 million. Significant disbursements for the month included three biweekly payrolls and related benefits (instead of the typical two payroll periods) totaling approximately \$46.8 million. The portfolio's balance is expected to increase in April.

In March, the portfolio's yield to maturity (365-day equivalent) increased by 19 basis point to 2.62%. The effective rate of return increased by 15 basis points to 2.57% for the month, while the average maturity of the portfolio fell by 5 days to 24 days to maturity.

Economic News

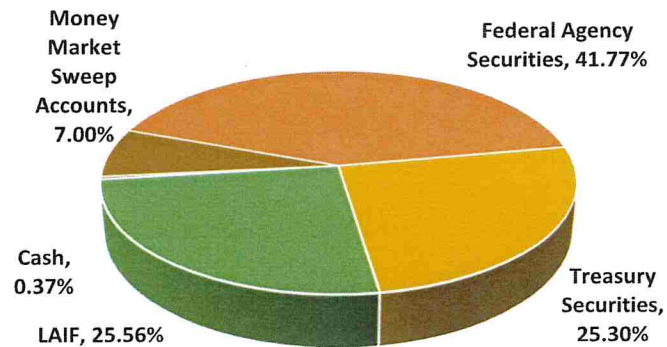
Nonfarm payroll employment rose by 236,000 in March 2023, and the unemployment rate fell from 3.6% to 3.5%. Average hourly earnings rose just 0.3%, pushing the 12-month increase to 4.2%, the lowest level since June 2021. Notable job gains were led by leisure and hospitality, government, and health care. Retail sales dropped 1% in March from the previous month. March's decline was led by lower sales of motor vehicles, electronics, and at-home and garden stores. U.S. Consumer confidence increased in March after two consecutive monthly declines, an indication that consumers are more aware of the easing of inflation among durable goods and automobiles.

The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 2.7% for the year while prices declined 0.5% for the month of March. The decline was mostly attributed to an 11.7% drop in prices for gasoline. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. The Consumer Price Index (CPI) rose 0.1% in March and 5% compared to last year, slightly below expectations. Energy costs and used car prices declined and food prices were basically flat. Sales of previously owned homes declined 2.4% in March compared with February as the increase in mortgage rates cooled consumer demand. Sales were down 22% when compared to March 2022. Single-family homebuilding increased for a second straight month while future construction permits surged. The Federal Reserve met on March 22, 2023 and raised the Federal Funds rate by 0.25% to a target range of 4.75% - 5.00%. The Federal Reserve commented that they forecast just one more rate hike in 2023. They will meet next on May 3, 2023.

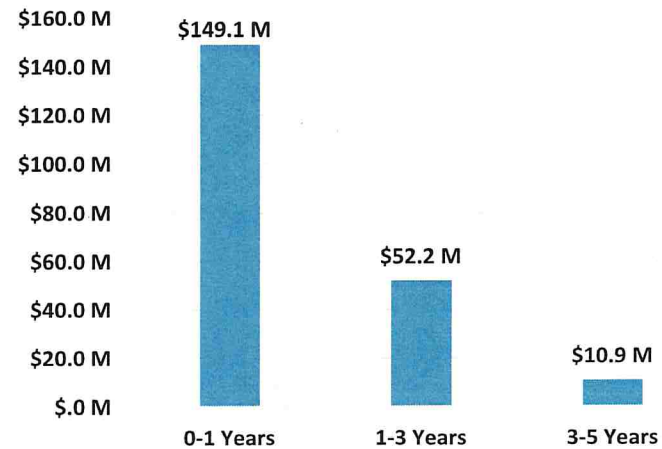


OCFA'S PORTFOLIO HAS AMPLE LIQUIDITY AS OF MARCH 31, 2023

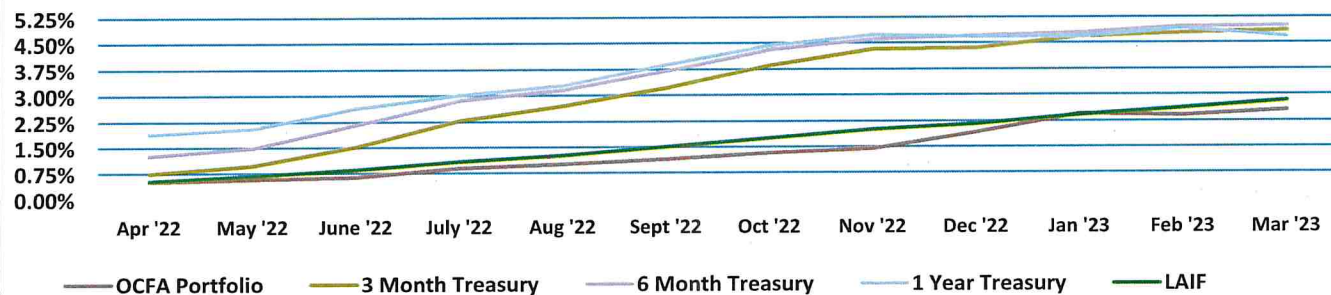
Market Value \$212,294,996



Aging Summary



12 Month Benchmarks



**BENCHMARK COMPARISON AS OF MARCH 31, 2023**

3 Month T-Bill: 4.86%

1 Year T-Bill: 4.68%

6 Month T-Bill: 4.99%

LAIF: 2.83%

OCFA Portfolio: 2.57%

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
<i>Book Value</i>	\$212,318,155	\$204,250,187	\$156,852,100
<i>Yield to Maturity (365 day)</i>	2.62%	2.43%	0.48%
<i>Effective Rate of Return</i>	2.57%	2.42%	0.45%
<i>Days to Maturity</i>	24	29	16



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
March 31, 2023

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

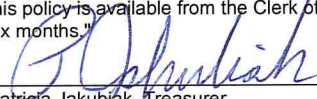
See Note 1 on page 10

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.
Money Mkt Mutual Funds/Cash	14,857,819.59	14,857,819.59	14,857,819.59	6.85	1	1	4.315	4.375
Federal Agency Coupon Securities	81,450,000.00	76,805,275.65	81,451,446.32	37.55	1,318	23	0.558	0.566
Federal Agency Disc. -Amortizing	12,000,000.00	11,875,560.00	11,868,663.24	5.47	112	82	4.946	5.014
Treasury Discounts -Amortizing	54,000,000.00	53,712,740.00	53,710,345.56	24.76	97	44	4.449	4.511
Local Agency Investment Funds	55,000,000.00	54,258,068.10	55,000,000.00	25.36	1	1	2.792	2.831
	217,307,819.59	211,509,463.34	216,888,274.71	100.00%	526	24	2.586	2.622
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	785,532.72	785,532.72	785,532.72		1	1	0.000	0.000
Total Cash and Investments	218,093,352.31	212,294,996.06	217,673,807.43		526	24	2.586	2.622

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	471,131.48	2,453,241.94
Average Daily Balance	215,513,526.79	183,103,558.90
Effective Rate of Return	2.57%	1.78%

"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, 2023. 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 Jakubjak, Treasurer

4/7/23

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 217,673,807.43
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,355,652.25)
Total	<u>\$ 212,318,155.18</u>

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
March 31, 2023

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	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			1,969,680.19	1,969,680.19	1,969,680.19	4.672	4.672	1	
SYS528	528	MUFG Treasury Obligations		07/01/2022	12,888,139.40	12,888,139.40	12,888,139.40	4.330	4.330	1	
Subtotal and Average			19,082,026.53		14,857,819.59	14,857,819.59	14,857,819.59		4.375	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		2/23/2020	14,000,000.00	13,677,020.00	14,000,000.00	0.190	0.230	0	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 4/21/2023)		4/22/2021	3,000,000.00	2,793,990.00	3,001,446.32	0.710	0.663	20	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		4/28/2021	12,000,000.00	11,172,240.00	12,000,000.00	0.720	0.720	0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 6/30/2023)		3/30/2021	8,000,000.00	7,545,120.00	8,000,000.00	0.550	0.550	90	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 4/08/2023)		4/22/2021	9,435,000.00	9,023,256.60	9,435,000.00	0.375	0.375	7	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 4/23/2023)		4/23/2021	11,015,000.00	10,368,089.05	11,015,000.00	0.520	0.520	22	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 4/29/2023)		4/29/2021	12,000,000.00	10,914,240.00	12,000,000.00	1.000	1.000	28	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 5/11/2023)		5/11/2021	12,000,000.00	11,311,320.00	12,000,000.00	0.550	0.550	40	10/11/2024
Subtotal and Average			81,451,473.74		81,450,000.00	76,805,275.65	81,451,446.32		0.566	23	
Federal Agency Disc. -Amortizing											
313384HE2	1070	Fed Home Loan Bank		03/02/2023	12,000,000.00	11,875,560.00	11,868,663.24	4.805	5.014	82	06/22/2023
Subtotal and Average			11,463,328.12		12,000,000.00	11,875,560.00	11,868,663.24		5.014	82	
Treasury Coupon Securities											
Subtotal and Average			13,534,700.69								
Treasury Discounts -Amortizing											
912796YU7	1063	US Treasury Bill		12/22/2022	14,000,000.00	13,982,080.00	13,981,240.00	4.020	4.185	12	04/13/2023
912796ZE2	1067	US Treasury Bill		01/19/2023	12,000,000.00	11,941,080.00	11,940,000.00	4.500	4.692	40	05/11/2023
912796ZP7	1068	US Treasury Bill		02/16/2023	14,000,000.00	13,882,960.00	13,878,355.56	4.600	4.797	68	06/08/2023
912796ZF9	1071	US Treasury Bill		03/31/2023	14,000,000.00	13,906,620.00	13,910,750.00	4.250	4.397	54	05/25/2023
Subtotal and Average			40,562,642.88		54,000,000.00	53,712,740.00	53,710,345.56		4.511	44	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			55,000,000.00	54,258,068.10	55,000,000.00	2.831	2.831	1	
Subtotal and Average			49,419,354.84		55,000,000.00	54,258,068.10	55,000,000.00		2.831	1	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
March 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2022	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2022	765,532.72	765,532.72	765,532.72		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			215,513,526.79		218,093,352.31	212,294,996.06	217,673,807.43		2.622	24

Orange County Fire Authority

In Service of Others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of April 1, 2023

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(04/01/2023 - 04/01/2023)	5 Maturities	0 Payments	70,643,352.31	32.93%	70,643,352.31	69,901,420.41
Aging Interval: 1 - 30 days	(04/02/2023 - 05/01/2023)	1 Maturities	0 Payments	14,000,000.00	6.59%	13,981,240.00	13,982,080.00
Aging Interval: 31 - 60 days	(05/02/2023 - 05/31/2023)	2 Maturities	0 Payments	26,000,000.00	12.18%	25,850,750.00	25,847,700.00
Aging Interval: 61 - 90 days	(06/01/2023 - 06/30/2023)	2 Maturities	0 Payments	26,000,000.00	12.13%	25,747,018.80	25,758,520.00
Aging Interval: 91 - 120 days	(07/01/2023 - 07/30/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	(07/31/2023 - 03/31/2024)	1 Maturities	0 Payments	14,000,000.00	6.44%	14,000,000.00	13,677,020.00
Aging Interval: 366 - 1095 days	(04/01/2024 - 03/31/2026)	6 Maturities	0 Payments	55,450,000.00	24.60%	55,451,446.32	52,214,015.65
Aging Interval: 1096 days and after	(04/01/2026 -)	1 Maturities	0 Payments	12,000,000.00	5.14%	12,000,000.00	10,914,240.00
Total for		18 Investments	0 Payments		100.00	217,673,807.43	212,294,996.06



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody 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. Fluctuations in the marketplace have little effect on our long-term investment yield because it is our policy to hold investments to maturity. However, adjusting to market values as required by GAAP resulted in a decrease in recorded interest earnings of \$5,156,626.02. The adjustment for June 30, 2022, includes a decrease of \$965,593.95 to the LAIF investment and a decrease of \$4,390,058.30 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 March 31, 2023, OCFA has \$55,000,000 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 March 31, 2023 is .986510329. When applied to OCFA's LAIF investment, the fair value is \$54,258,068.10 or \$741,931.91 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at March 31, 2023 is included on the following page.



State of California
Pooled Money Investment Account
Market Valuation
3/31/2023

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
United States Treasury:				
Bills	\$ 29,418,545,599.25	\$ 29,779,495,353.47	\$ 29,757,207,000.00	NA
Notes	\$ 93,242,224,235.91	\$ 93,212,620,838.86	\$ 90,945,077,500.00	\$ 288,849,618.00
Federal Agency:				
SBA	\$ 322,209,737.47	\$ 322,209,737.47	\$ 321,868,141.12	\$ 1,291,571.96
MBS-REMICs	\$ 3,084,994.85	\$ 3,084,994.85	\$ 3,058,806.67	\$ 13,760.19
Debentures	\$ 10,349,812,980.86	\$ 10,349,583,675.33	\$ 10,206,571,800.00	\$ 45,703,340.00
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 2,550,000,000.00	\$ 2,550,000,000.00	\$ 2,495,849,500.00	\$ 25,411,824.00
Discount Notes	\$ 25,242,636,340.20	\$ 25,554,072,104.18	\$ 25,548,182,500.00	NA
Supranational Debentures	\$ 3,074,194,538.58	\$ 3,074,194,538.58	\$ 3,010,317,500.00	\$ 11,201,903.00
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ 200,000,000.00	\$ 200,000,000.00	\$ 200,045,234.42	\$ 2,003,194.45
CDs and YCDs	\$ 12,200,000,000.00	\$ 12,200,000,000.00	\$ 12,194,072,815.39	\$ 141,674,375.01
Commercial Paper	\$ 8,539,926,819.43	\$ 8,629,619,069.50	\$ 8,625,697,222.20	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 454,676,266.87	\$ 454,676,266.87	\$ 432,355,270.00	\$ 3,364,631.80
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,237,000,000.00	\$ 5,237,000,000.00	\$ 5,237,000,000.00	NA
PMIA & GF Loans	\$ 376,839,000.00	\$ 376,839,000.00	\$ 376,839,000.00	NA
TOTAL	\$ 191,211,150,513.42	\$ 191,943,395,579.11	\$ 189,354,142,289.80	\$ 519,514,218.41

Fair Value Including Accrued Interest

\$ 189,873,656,508.21

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 (0.986510329).
 As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,730,206.58 or \$20,000,000.00 x 0.986510329.



Orange County Fire Authority

Preliminary Investment Report

April 21, 2023



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
April 21, 2023

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.
Money Mkt Mutual Funds/Cash	9,633,723.65	9,633,723.65	9,633,723.65	3.39	1	1	4.348	4.408
Federal Agency Coupon Securities	81,450,000.00	76,834,323.00	81,451,405.27	28.69	1,318	24	0.557	0.565
Federal Agency Disc. -Amortizing	41,000,000.00	40,521,330.00	40,498,603.82	14.27	109	91	4.838	4.905
Treasury Discounts -Amortizing	98,000,000.00	96,899,260.00	96,882,080.51	34.13	112	86	4.784	4.851
Local Agency Investment Funds	55,402,767.76	54,655,402.65	55,402,767.76	19.52	1	1	2.792	2.831
	285,486,491.41	278,544,039.30	283,868,581.01	100.00%	432	50	3.175	3.219
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	634,751.98	634,751.98	634,751.98		1	1	0.000	0.000
Total Cash and Investments	286,121,243.39	279,178,791.28	284,503,332.99		432	50	3.175	3.219

Total Earnings	April 21 Month Ending	Fiscal Year To Date
Current Year	338,774.36	2,811,590.93
Average Daily Balance	222,737,942.21	185,924,989.58
Effective Rate of Return	2.64%	1.87%

"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, 2023. 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)	\$ 284,503,332.99
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,355,652.25)
Total	\$ 279,147,680.74

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management

Portfolio Details - Investments

April 21, 2023

See Note 1 on page 19

See Note 2 on page 19

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity	Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			2,195,064.72	2,195,064.72	2,195,064.72	4.672	4.672	1	
SYS528	528	MUFG Treasury Obligations		07/01/2022	7,438,658.93	7,438,658.93	7,438,658.93	4.330	4.330	1	
Subtotal and Average			13,704,301.99		9,633,723.65	9,633,723.65	9,633,723.65		4.408	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		2/23/2020	14,000,000.00	13,704,460.00	14,000,000.00	0.190	0.222	9	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 5/21/2023)		4/22/2021	3,000,000.00	2,792,940.00	3,001,405.27	0.710	0.665	29	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		4/28/2021	12,000,000.00	11,167,680.00	12,000,000.00	0.720	0.720	9	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 6/30/2023)		3/30/2021	8,000,000.00	7,546,880.00	8,000,000.00	0.550	0.550	69	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 7/08/2023)		4/22/2021	9,435,000.00	9,032,502.90	9,435,000.00	0.375	0.375	77	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 4/23/2023)		4/23/2021	11,015,000.00	10,368,860.10	11,015,000.00	0.520	0.520	1	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 4/29/2023)		4/29/2021	12,000,000.00	10,908,000.00	12,000,000.00	1.000	1.000	7	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 5/11/2023)		5/11/2021	12,000,000.00	11,313,000.00	12,000,000.00	0.550	0.550	19	10/11/2024
Subtotal and Average			81,451,424.82		81,450,000.00	76,834,323.00	81,451,405.27		0.565	24	
Federal Agency Disc. -Amortizing											
313588FM2	1074	Fed Natl Mortg Assoc		04/20/2023	5,000,000.00	4,988,400.00	4,988,194.45	4.250	4.380	20	05/12/2023
313588GB5	1075	Fed Natl Mortg Assoc		04/20/2023	5,000,000.00	4,979,400.00	4,978,750.00	4.500	4.647	34	05/26/2023
313384HE2	1070	Fed Home Loan Bank		03/02/2023	12,000,000.00	11,907,840.00	11,902,298.26	4.805	5.014	61	06/22/2023
313384HM4	1073	Fed Home Loan Bank		04/13/2023	5,000,000.00	4,957,050.00	4,955,658.33	4.695	4.875	68	06/29/2023
313384MW6	1080	Fed Home Loan Bank		04/20/2023	14,000,000.00	13,688,640.00	13,673,702.78	4.850	5.106	173	10/12/2023
Subtotal and Average			16,260,359.82		41,000,000.00	40,521,330.00	40,498,603.82		4.905	91	
Treasury Discounts -Amortizing											
912796ZE2	1067	US Treasury Bill		01/19/2023	12,000,000.00	11,981,040.00	11,971,500.00	4.500	4.692	19	05/11/2023
912796ZP7	1068	US Treasury Bill		02/16/2023	14,000,000.00	13,916,560.00	13,915,922.23	4.600	4.797	47	06/08/2023
912796ZF9	1071	US Treasury Bill		03/31/2023	14,000,000.00	13,957,300.00	13,945,458.33	4.250	4.397	33	05/25/2023
912796Y37	1072	US Treasury Bill		04/13/2023	9,000,000.00	8,875,260.00	8,876,915.00	4.780	4.988	103	08/03/2023
912796Y37	1076	US Treasury Bill		04/20/2023	7,000,000.00	6,902,980.00	6,903,866.67	4.800	5.004	103	08/03/2023
912796Z36	1077	US Treasury Bill		04/20/2023	14,000,000.00	13,780,340.00	13,779,325.06	4.850	5.067	117	08/17/2023
912796Z51	1078	US Treasury Bill		04/20/2023	14,000,000.00	13,754,440.00	13,757,504.38	4.760	4.981	131	08/31/2023
912796CQ0	1079	US Treasury Bill		04/20/2023	14,000,000.00	13,731,340.00	13,731,588.84	4.760	4.990	145	09/14/2023
Subtotal and Average			56,168,420.24		98,000,000.00	96,899,260.00	96,882,080.51		4.851	86	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
April 21, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call	Maturity Date
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			55,402,767.76	54,655,402.65	55,402,767.76	2.831	2.831	1	
Subtotal and Average			55,153,435.34		55,402,767.76	54,655,402.65	55,402,767.76		2.831	1	
Total and Average			222,737,942.21		285,486,491.41	278,544,039.30	283,868,581.01		3.219	50	
Money Mkt Mutual Funds/Cash											
SYS10033	10033	Revolving Fund		07/01/2022	20,000.00	20,000.00	20,000.00		0.000	1	
SYS4	4	Union Bank		07/01/2022	614,751.98	614,751.98	614,751.98		0.000	1	
Average Balance			0.00							1	
Total Cash and Investments			222,737,942.21		286,121,243.39	279,178,791.28	284,503,332.99		3.219	50	

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of April 22, 2023

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(04/22/2023 - 04/22/2023)	5 Maturities	0 Payments	65,671,243.39	23.26%	65,671,243.39	64,923,878.28
Aging Interval: 1 - 30 days	(04/23/2023 - 05/22/2023)	2 Maturities	0 Payments	17,000,000.00	6.08%	16,959,694.45	16,969,440.00
Aging Interval: 31 - 60 days	(05/23/2023 - 06/21/2023)	3 Maturities	0 Payments	33,000,000.00	11.77%	32,840,130.56	32,853,260.00
Aging Interval: 61 - 90 days	(06/22/2023 - 07/21/2023)	2 Maturities	0 Payments	17,000,000.00	6.04%	16,857,956.59	16,864,890.00
Aging Interval: 91 - 120 days	(07/22/2023 - 08/20/2023)	3 Maturities	0 Payments	30,000,000.00	10.59%	29,560,106.73	29,558,580.00
Aging Interval: 121 - 365 days	(08/21/2023 - 04/21/2024)	5 Maturities	0 Payments	65,435,000.00	22.89%	64,597,796.00	63,911,382.90
Aging Interval: 366 - 1095 days	(04/22/2024 - 04/21/2026)	5 Maturities	0 Payments	46,015,000.00	15.47%	46,016,405.27	43,189,360.10
Aging Interval: 1096 days and after	(04/22/2026 -)	1 Maturities	0 Payments	12,000,000.00	3.91%	12,000,000.00	10,908,000.00
Total for		26 Investments	0 Payments		100.00	284,503,332.99	279,178,791.28



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody 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, 2022 includes a decrease of \$965,593.95 to the LAIF investment and a decrease of \$5,355,652.25 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

Local Agency Investment Fund (LAIF). A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$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 interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 25, 2023

Agenda Item No. 2C
Consent Calendar

Third Quarter Financial Newsletter

Contact(s) for Further Information

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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 third quarter of FY 2022/23.

Prior Board/Committee Action

On May 10, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 7-0 (Directors Hasselbrink and Bourne absent).

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 third quarter of the fiscal year are within budgetary estimates, except where noted in the attached newsletter.

Attachment(s)

Third Quarter Financial Newsletter – July 2022 to March 2023

3rd Quarter July 2022 to March 2023

Financial Newsletter

Summary

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

With the 3rd Quarter (i.e. 75%) of the fiscal year completed, both General Fund actual revenues and actual expenditures are slightly higher than anticipated. As of the end of the quarter, OCFA received 65.3% of budgeted revenues and expended 66.6% of appropriations.

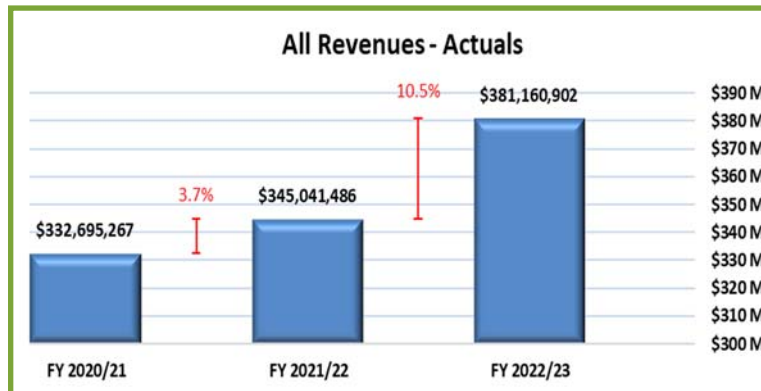
The OCFA expended 29.5% of the GF CIP, 41.7% of Fire Stations & Facilities, 17.2% of Comm. & Info. Systems, and 77.5% of the Fire Apparatus budgets.

For additional info, see attached newsletter.



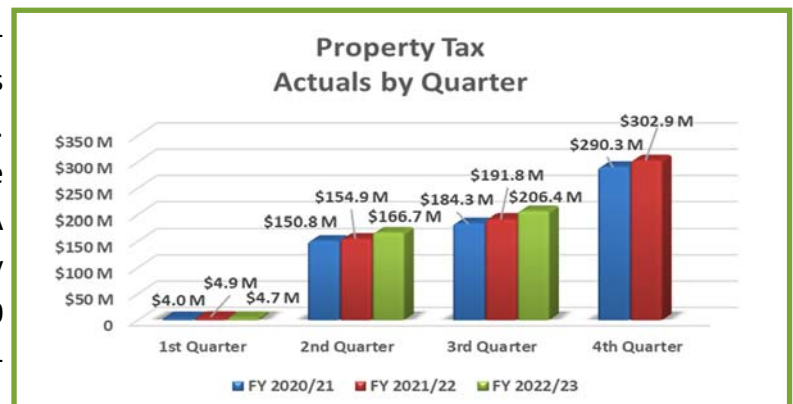
General Fund

REVENUES - General Fund revenues received as of the 3rd quarter amounted to \$381.2 million, approximately 10.5% higher than the prior year. The increase is most-

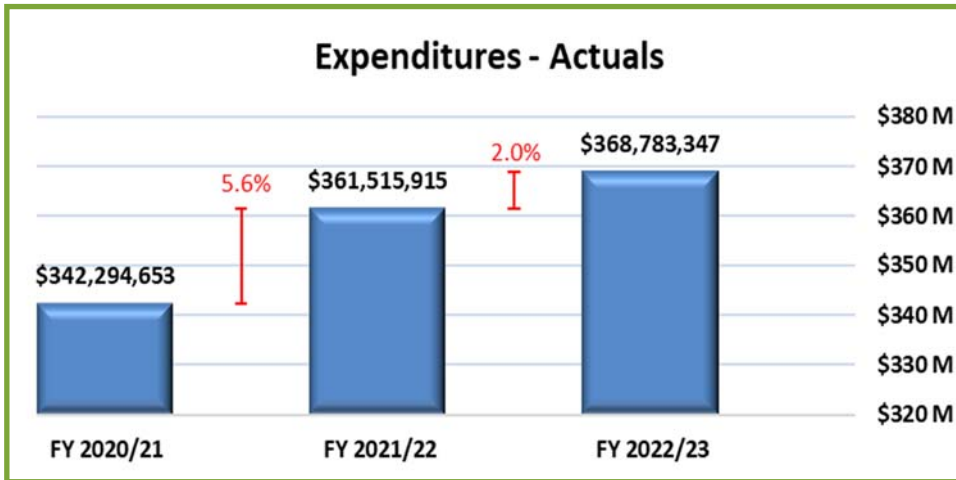


ly due to higher secured and supplemental property tax receipts, SCE funding related to the Quick Reaction Force Program, cash contract city revenue, and community risk reduction fee revenue.

For the 3rd quarter of fiscal year 2022/23, secured property tax is \$10.2 million higher when compared to the prior year and supplemental property tax is \$4.5 million higher. Based on data from the Auditor-Controller, OCFA projects overall property tax revenue will be \$10.0 million higher than originally anticipated.



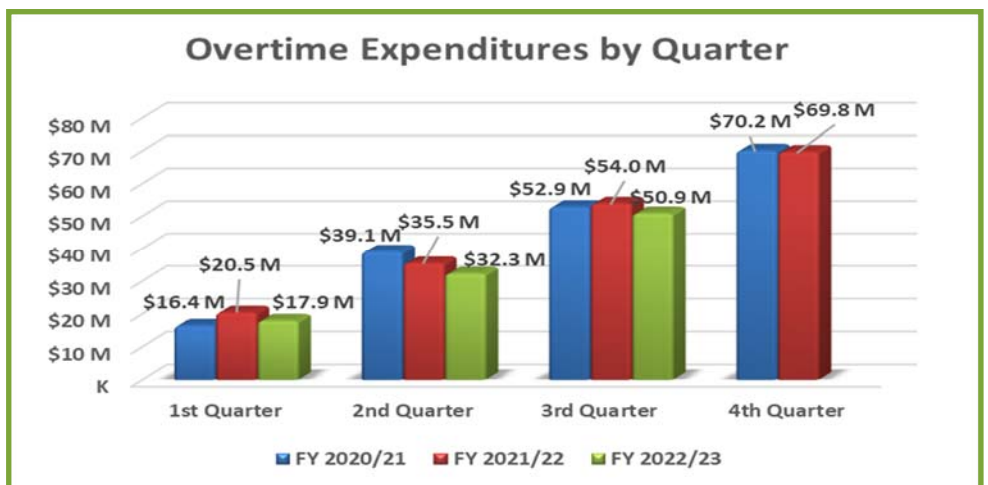
EXPENDITURES — General Fund expenditures through the 3rd quarter amounted to \$368.8 million and



reflect a 2.0% increase when compared to the prior fiscal year. Initial budget estimates projected 3rd quarter expenditures ending at \$360.6 million. Although backfill/overtime expenditures are trending lower compared to prior fiscal year 2021/22, backfill/overtime expenses are driving expenditures higher than projected for the

3rd quarter. Services and supplies and equipment expenditures were in line with budgetary estimates.

The following Overtime Expenditures by Quarter chart captures historical cumulative overtime expenditures from fiscal year 2020/21 through the 3rd quarter of fiscal year 2022/23. Actual overtime expenditures are \$3.0 million lower than last year. Overtime expenses decreased this year over last primarily due to fewer resources sent out of county for emergency incidents. Major incidents this fiscal year include the Fairview, Mosquito, Mountain and Oak fires and



Tropical Cyclone Ian, which are reimbursable. Although workers' compensation related backfill/overtime is now trending down from the prior fiscal year, this category of overtime has remained elevated over historical levels since the COVID-19 pandemic. Overtime expenditures will continue to be monitored for a potential year-end budget adjustment.

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



Orange County Fire Authority

Third Quarter Financial Newsletter – July 2022 to March 2023

OVERVIEW

This report covers fiscal activities in the General Fund and CIP Funds through the third quarter of Fiscal Year 2022/23. Budget figures include all budget adjustments authorized by the Board through the third quarter.

GENERAL FUND

With 75% of the year completed, General Fund revenues are 65.3% of budget and expenditures are 66.6% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Variance
Revenues	381,160,902	583,968,810	202,807,908	65.3%
Expenditures	368,783,347	553,535,790	184,752,443	66.6%

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

Top Five Revenues	YTD Actual Receipts	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Property Taxes	206,447,626	209,142,770	(2,695,144)	-1.3%
Cash Contracts	113,183,757	107,333,141	5,850,616	5.5%
State Reimbursements	20,144,694	21,000,000	(855,306)	-4.1%
CRA Pass-through	9,222,633	8,816,048	406,585	4.6%
Community Risk Reduction Fees	4,987,916	4,012,897	975,019	24.3%
Total	353,986,626	350,304,856	3,681,770	1%

- **Property Taxes** – The variance in property taxes of approximately \$2.7 million, or 1.3%, is a result of the timing of Supplemental Property Tax receipts that were anticipated to be received in the third quarter but are now expected to be received in Q4.
- **Cash Contracts** – Cash contract revenue was \$5.9 million higher than anticipated due to timing of payments. Scheduled payments from Santa Ana and Garden Grove anticipated to be received in the fourth quarter were received before the close of the third quarter.
- **Community Risk Reduction Fees** – Community risk reduction fee revenue was higher than anticipated as the department is ahead of schedule on their annual inspections.

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

Expenditures by Department	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Business Services	5,845,046	6,251,978	(406,932)	-7%
Command & Emergency Planning	6,468,760	6,896,432	(427,672)	-6%
Community Risk Reduction	8,896,561	9,598,644	(702,083)	-7%
Corporate Communications	2,383,598	2,315,620	67,978	3%
EMS & Training	10,813,717	11,238,195	(424,478)	-4%
Executive Management	5,397,093	5,355,871	41,222	1%
Human Resources	8,908,547	9,233,728	(325,181)	-4%
Logistics	27,758,333	28,560,281	(801,948)	-3%
Non-Departmental	5,067,235	5,071,956	(4,721)	0%
Field Operations North	130,287,539	123,754,703	6,532,836	5%
Field Operations South	156,956,916	152,361,393	4,595,523	3%
Total	368,783,347	360,638,801	8,144,546	2%

- **Field Operations North and Field Operations South** – These two departments exceeded budget estimates for the third quarter primarily due to backfill/overtime expenditures. Part of the budgetary variance is due to overtime costs incurred for emergency incidents not included in the mid-year adjustments related to winter storm and flooding events, which are reimbursable. Other reimbursable major incidents in FY 2022/23 include the Fairview, Mosquito, Mountain and Oak fires and Tropical Cyclone Ian. Although workers' compensation related backfill/overtime is now trending down from the prior fiscal year, this category of overtime has remained elevated over historical levels since the COVID-19 pandemic. Overtime expenditures will continue to be monitored for a potential year-end budget adjustment.

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

Expenditures by Type	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	316,788,549	307,612,702	9,175,847	3.0%
Services and Supplies	51,143,686	52,120,816	(977,130)	-1.9%
Equipment	851,111	905,282	(54,171)	-6.0%
Total	368,783,347	360,638,801	8,144,546	2.2%

- **Salary & Employee Benefits** – This category is trending over budget estimates for the third quarter by approximately \$9.2 million or 3%. This is primarily due to backfill/overtime expenditures. Part of the budgetary variance is due to overtime costs incurred for emergency incidents not included in the mid-year adjustments related to winter storm and flooding events, which are reimbursable. Other reimbursable major incidents in FY 2022/23 include

the Fairview, Mosquito, Mountain and Oak fires and Tropical Cyclone Ian. Although workers' compensation related backfill/overtime is now trending down from the prior fiscal year, this category of overtime has remained elevated over historical levels since the COVID-19 pandemic. Overtime expenditures will continue to be monitored for a potential year-end budget adjustment.

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	3,693,651	12,530,314	29.5%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$12.5 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, fire station remodels and appliances replacement, FS 41 remodel, RFOTC uninterruptible power system replacement, data network upgrades, fire shelters, chainsaws, exhaust fans, Hazmat air monitors, telephone/alarm system upgrade, replacement of PCs, laptops, tablets, printers, 800 MHz radios, VHF radios, FS 67 apparatus bay doors, temporary emergency power generator and mobile data computers.
- Expenditures of approximately \$3.7 million are attributable to the fire station telephone/alarm/sound system upgrade, inclusive facilities projects, fire station appliances replacement, fire station concrete and asphalt repair, fire station remodels, data network upgrades, CPR chest compression devices, hazmat air monitors, enterprise phone/public address system upgrade, replacement PCs, tablets and printers, mobile data computers, all-band mobile & portable radios, digital orthophotography and various IT and Property Management projects described above.

Fire Stations and Facilities

Fund 123	YTD Actual	Budget	Percent
Revenue	17,574,008	18,447,080	95.3%
Expenditures	15,805,610	37,912,709	41.7%

- Revenues in this fund are attributable to interest earned through the third quarter, developer contributions and Cal Fire contract revenue.
- Appropriations of \$37.9 million include funding for replacement of FS 10 and FS 24, construction design of FS 12, infrastructure security enhancements, retrofit of existing fire station life and safety systems, FS 49 apparatus bay floor reconstruction, RFOTC training grounds expansion and upgrade, and FS 18 upgrades - both OCFA and state-funded..

- Expenditures of approximately \$15.8 million are attributable to the replacement of FS 24, infrastructure security enhancements, upgrades to FS 18, upgrades to the RFOTC training grounds and the inception of construction of FS 12.

Communications & Information Systems

Fund 124	YTD Actual	Budget	Percent
Revenue	126,359	100,852	125.3%
Expenditures	884,617	5,157,847	17.2%

- Revenues in this fund are attributable to interest earned through the third quarter.
- Appropriations of \$5.2 million include funding for: disaster recovery co-location facility, CRR automation/IFP replacement, EMS enterprise system development, enterprise audio video equipment upgrades, 911 voice recording system, incident reporting application replacement, RFOTC data center fire suppression system upgrade, and next generation CAD2CAD.
- Year to date expenditures of \$655K are primarily attributable to the CRR automation/IFP replacement, the EMS enterprise system development, the OCFA disaster recovery co-location facility, and the OCFA enterprise audio-video equipment upgrades.

Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	59,841,225	59,978,730	99.8%
Expenditures	52,775,197	68,137,080	77.5%

- The Fund 133 revenue budget includes \$57.9 million for master lease financing proceeds to fund two Firehawk Helicopters. Other revenues in this fund include vehicle replacement program payments from cash contract cities and interest earned through the third quarter.
- Appropriations of \$68.1 million include 2 helicopters, 4 engines, 8 battalion chief command vehicles, 3 pickups, 15 mid and full-size SUVs, 49 support vehicles, and vehicle outfitting, .
- Expenditures through the third quarter include 2 helicopters, 1 air utility vehicle, 4 engines, 2 mid-size SUVs, 2 stake bed pickups, 2 dozer tenders, 2 forklifts, 44 mid-size pickups and vehicle 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

Executive Committee Meeting
May 25, 2023

Agenda Item No. 2D
Consent Calendar

Third Quarter Purchasing Report

Contact(s) for Further Information

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Sara Kennedy, Purchasing
Division Manager

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714.573.6641

Summary

This routine agenda item is submitted to provide information regarding purchases made within management authority during the third quarter of FY 2022/23. This item will be included in the Executive Committee agenda moving forward similar to other routine quarterly business reports.

Prior Board/Committee Action

On June 24, 2021, the Board of Directors approved the content format contained herein for future quarterly purchasing reports.

On May 10, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 7-0 (Directors Hasselbrink and Bourne absent).

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Purchasing Ordinance No. 009 (Ordinance) and the Roles/Responsibilities/Authorities Matrix (Matrix) provides the Chief Procurement Officer (Purchasing Manager) with authority to enter into various types of agreements at varying amounts. This authority includes the procurement of items previously approved by the Board of Directors as part of the annual adoption of the budget provided that the contract results from a competitive solicitation. Furthermore, as per Section 1-20 Small Purchases provision of the Ordinance, any contract for the purchase of supplies, equipment, maintenance, and services not exceeding \$50,000 may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in the Ordinance. For public works projects, the statutory threshold is established by the CA Public Contract Code at \$60,000.

The Quarterly Purchasing Report provides a list of all purchase orders and blanket orders entered into under the Purchasing Manager authority during the period of January 1, 2023, through March 31, 2023.

Attachment(s)

Third Quarter Purchasing Report – January 1, 2023 to March 31, 2023

Purchasing Report
3rd Quarter - FY 2022/23

- This report reflects all POs/BOs issued within management authority, including those that may have been cancelled or replaced by another PO or BO. These records will show as duplications in the report, but are in fact replacements.
- Management authority includes the procurement of items previously approved by the Board of Directors as part of the annual adoption of the budget provided that the contract results from a competitive solicitation.
- Amount column reflects the procurement value. Actual expenditures made against the contract may be lower.
- Vendor Name column display of “error” or the phrase “do not use” appears when a vendor has since changed their name or corporation status.
- PO/BO amounts of \$0 or \$.01 are often issued as place holders to record the terms and conditions of no-cost transactions, or may appear when the POs/BO balance is reduced to zero.
- POs starting with the letter "Q" are issued as part of the fiscal year end process to roll forward encumbrances issued in a prior fiscal year for projects still in progress.

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation No.
1/1/2023	B02187-2	\$130,000	Logistics Department	DARTCO TRANSMISSIONS SALES & SERVICE, INC	ALLISON TRANSMISSION PARTS & REPAIR SERVICES	JA2475
1/1/2023	B02188-2	\$10,000	Logistics Department	WESTERN STATES CONVERTERS & TRANSMISSIONS, INC	ALLISON TRANSMISSION PARTS & REPAIR SERVICES	JA2475
1/1/2023	B01558-8	\$10,000	Logistics Department	COATS PRODUCTS INC.	AUTOMOTIVE CLEANING PRODUCTS	
1/1/2023	B02430	\$10,000	Human Resources Department	WEX HEALTH INC	COBRA, FSA DEPENDENT CARE AND HEALTH ADMINISTRATION SERVICES	
1/1/2023	B02177-2	\$10,000	Executive Management	LAWRENCE, PETER H.	CONSULTING SERVICES - ALS REIMBURSEMENT AND BLS COST RECOVERY FEES.	
1/1/2023	B02277-1	\$200,000	Logistics Department	CABINETS PLUS	CUSTOM CABINETS	RO2506
1/1/2023	B02294-1	\$175,000	Logistics Department	KIMBALL MIDWEST	HARDWARE/FASTENER MANAGEMENT & SUPPLY SERVICES	JA2504
1/1/2023	B02190-2	\$7,000	Operations Department - South	CITY OF FULLERTON	JET FUEL FLOWAGE FEES AT FULLERTON AIRPORT	
1/1/2023	B02273-2	\$9,270	Logistics Department	SIGNATURE PAINTING, INC.	MAINTENANCE/REPAIR OF PATCH WORK AND PAINTING AT OCFA FACILITIES	
1/1/2023	B01724-6	\$0	Human Resources Department	LIEBERT CASSIDY WHITMORE	ORANGE COUNTY EMPLOYMENT RELATIONS CONSORTIUM MEMBERSHIP	
1/1/2023	B02179-2	\$5,000	Logistics Department	BEE BUSTERS	PEST CONTROL SERVICES	
1/1/2023	B01823-5	\$26,945	Human Resources Department	HEALTHEDGE INC	RESERVE FIREFIGHTER BENEFITS PROGRAM THIRD PARTY ADMINISTRATION DENTAL, VISION, AND PASS-THRU LIFE	
1/1/2023	B01583-8	\$195,000	Logistics Department	GRAINGER	SERVICE CENTER INVENTORY- MISC. TOOLS AND SUPPLIES	COOPERATIVE
1/1/2023	B01766-6	\$4,620	Business Services Department	SYM PRO INC	SYMPRO TREASURY SOFTWARE ANNUAL MAINTENANCE	
1/1/2023	B01920-4	\$40,000	Logistics Department	GRAYBAR INC	TELECOMMUNICATION EQUIPMENT, SUPPLIES, AND TOOLS	COOPERATIVE
1/1/2023	B02064-3	\$130,000	Logistics Department	LINEGEAR FIRE & RESCUE	WILDLAND FIREFIGHTING BOOTS	SK2409
1/1/2023	B02298-1	\$1,335,000	Logistics Department	VOYAGER FLEET SYSTEMS, INC.	VOYAGER FUEL CREDIT CARDS	COOPERATIVE
1/4/2023	B02130-2	\$10,000	Logistics Department	DIAMOND GLASS	GLASS REPAIR AND REPLACEMENT SERVICES	
1/4/2023	P0015200	\$5,886	Operations Department - South	LINEGEAR FIRE & RESCUE	PPE PURCHASE FOR CHIEF OFFICER TRT PROGRAM	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation No.
1/4/2023	P0015201	\$9,890	Operations Department - South	KOKATAT INC.	PPE FOR TRT PART AND FULL TIME MEMBERS	
1/4/2023	P0015202	\$44,619	Operations Department - South	S3 DVBE	PURCHASE OF FIRE DFND UNIFORM T-SHIRTS FOR USAR	JA2591
1/5/2023	P0015204	\$246,487	Logistics Department	72 HOUR LLC	PURCHASE OF TWO (2) 2023 FORD F550 DOZER TENDERS	COOPERATIVE
1/9/2023	P0015205	\$6,195	Logistics Department	ORANGE COUNTY DEMOLITION, INC.	CONCRETE ADDITION TO GENERATOR PAD FS11	
1/10/2023	P0015206	\$713	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TREE TRIMMING AT OCFA FS78	
1/10/2023	P0015207	\$7,408	Logistics Department	HARBOR POINTE A/C & CONTROLS	NEW HVAC INSTALLATION - FS54	RO2356
1/10/2023	P0015208	\$713	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TREE TRIMMING AT OCFA FS78	
1/12/2023	P0015209	\$6,942	Logistics Department	WESTERN SHELTER SYSTEMS	IMT TENT COMPONENTS	
1/12/2023	B01784-5	\$8,000	Human Resources Department	CITY OF IRVINE	SERGEANT AT ARMS SERVICES	
1/12/2023	P0015213	\$5,317	Operations Department - South	EXTREME CANOPY	X7 TECTONIC HEAVY DUTY CANOPY	
1/12/2023	P0015210	\$6,942	Logistics Department	WESTERN SHELTER SYSTEMS	IMT TENT COMPONENTS	
1/12/2023	P0015211	\$3,704	Logistics Department	DELL MARKETING, L.P.	ARC GIS LAPTOP	COOPERATIVE
1/13/2023	P0015215	\$1,412	Logistics Department	MUNICIPAL EMERGENCY SERVICES	RESCUE TOOL ANNUAL SERVICE	
1/13/2023	P0015214	\$3,835	Operations Department - South	ATLANTIC DIVING SUPPLY, INC.	SUPPLIES TO EQUIP PART TIME TRT AND RESTOCK INVENTORY	
1/26/2023	B01790-4	\$2,475	Operations Department - North	ARISTATEK INC	COUNTY HAZMAT APPLICATION SOFTWARE	
1/13/2023	P0015216	\$3,125	Logistics Department	SADDLEBACK APPLIANCES	WASHER/DRYER FOR FS17	
1/17/2023	B02287-1	\$10,000	Logistics Department	WESTERN STATE DESIGN, INC.	APPLIANCE REPAIR SERVICES	
1/17/2023	P0015217	\$264	Operations Department - South	GIBSON & BARNES FLIGHT SUITS	SUPPLIES TO EQUIP PART TIME TRT	
1/18/2023	B02286-1	\$1,500	Logistics Department	PACIFIC INDUSTRIAL WATER SYSTEMS	DEIONIZED REPAIR SYSTEM RENTAL AND MAINTENANCE AT RFOTC	
1/18/2023	P0015218	\$2,969	Community Risk Reduction Department	RIVER CITY SUPPLY	OPEN HOUSE TOTE BAGS	
1/19/2023	P0015219	\$622	Logistics Department	THE TINT PROS	WINDOW TINTING SERVICES - RFOTC	
1/22/2023	B02062-3	\$75,000	Logistics Department	BEAR COMMUNICATIONS	RADIO COMMUNICATION EQUIPMENT REPAIR SERVICES	JA2417
1/23/2023	P0015224	\$6,180	Human Resources Department	IRVINE MARRIOTT	CONFERENCE ROOM FOR THE FIREFIGHTER TRAINEE RECRUITMENT FCTC WRITTEN EXAM ON 2/3/2023 TO TEST 800 CANDIDATES	
1/23/2023	P0015220	\$8,797	Logistics Department	HARBOR POINTE A/C & CONTROLS	DEHUMIDIFIERS - FS17	RO2356

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation No.
1/23/2023	P0015221	\$9,231	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES FS26	RO2552
1/23/2023	P0015222	\$9,231	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES FS45	RO2552
1/23/2023	P0015223	\$6,193	Logistics Department	PACIFIC PLUMBING COMPANY	PLUMBING AND VENTING UPGRADE FS45	RO2501
3/1/2023	P0015282	\$2,450	Human Resources Department	DONNOE & ASSOCIATES, INC.	WRITTEN EXAM RENTAL FOR HAND CREW FIREFIGHTER	
1/24/2023	B02068-3	\$125,000	Logistics Department	HARBOR DIESEL AND EQUIPMENT, INC.	CUMMINS MAINTENANCE, REPAIRS, AND PARTS	RO2405
1/1/2023	B01745-5	\$900,000	Logistics Department	VERIZON, INC.	WIRELESS SERVICE AND MOBILE DEVICE EQUIPMENT	COOPERATIVE
1/24/2023	B02407	\$35,000	Human Resources Department	A-TECH CONSULTING INC	INDUSTRIAL HYGIENE SUPPORT SERVICES	JA2559
1/24/2023	B02408	\$35,000	Human Resources Department	CITADEL ENVIRONMENTAL SERVICES, INC.	INDUSTRIAL HYGIENE SUPPORT SERVICES	JA2559
1/24/2023	Q12898	\$11,857	Operations Department - South	IRVINE MARRIOTT	FEMA NATIONAL USAR CONFERENCE	
1/25/2023	P0015227	\$46,000	Human Resources Department	CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE	FIREFIGHTER TRAINEE CANDIDATE TESTING	
1/25/2023	P0015226	\$1,863	Human Resources Department	MICHIGAN TRUCK SPRING OF SAGINAW INC	VEHICLE ACCIDENT KITS	
1/26/2023	P0015180	\$2,391	Logistics Department	STARLITE RECLAMATION ENVIRONMENTAL	DISPOSAL OF FIREFIGHTING FOAM	
1/26/2023	P0015228	\$445	Community Risk Reduction Department	AMERICAN ENGRAVING COMPANY	MAGNETS FOR OPEN HOUSE	
1/26/2023	P0015229	\$1,456	Operations Department - South	AMERICAN PACIFIC PLASTIC FABRICATORS INC	FF&E - FIRIS	
1/27/2023	B01901-5	\$50,000	Logistics Department	CITY OF SANTA ANA	AS-NEEDED FLEET MAINTENANCE AND REPAIR SERVICES FOR OCFA VEHICLES	COOPERATIVE
1/27/2023	B01550-6	\$44,805	Human Resources Department	GOVERNMENTJOBS.COM, INC.	ONLINE PERFORMANCE EVALUATION/RECRUITING SOFTWARE	DC1920
1/30/2023	P0015235	\$7,100	Logistics Department	LINEGEAR FIRE & RESCUE	BRUSH SHIRTS FOR HANDCREW	
1/30/2023	P0015233	\$243	Operations Department - North	AMERICAN ENGRAVING COMPANY	CADET BROCHURES	
1/30/2023	P0015237	\$1,253	Operations Department - North	LINEGEAR FIRE & RESCUE	CADET PATCHES AND ROCKERS	
1/30/2023	B02292-1	\$4,800	EMS & Training Department	PAPER DEPOT DOCUMENT DESTRUCTION, LLC	DOCUMENT AND ELECTRONIC MEDIA DESTRUCTION	
1/30/2023	B02197-2	\$6,500	Human Resources Department	ADVANCED WORKPLACE STRATEGIES, INC.	DRUG & ALCOHOL TESTING, PROGRAM ADMIN SUPPORT FEDERAL DEPARMENT OF TRANSPORTATIONS	
1/30/2023	P0015236	\$7,496	Logistics Department	HODGE PRODUCTS	FIRE LOCKS	
1/30/2023	P0015225	\$6,986	Logistics Department	RZEZNIK, MICHAEL J	COMMUNICATION EQUIPMENT	
1/30/2023	P0015234	\$6,518	Operations Department - South	FIRE STATION OUTFITTERS	FF&E - FIRIS; CHINO AIRPORT	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation No.
2/1/2023	B01836-5	\$50,000	Logistics Department	DHN CONSULTING INC.	COMPUTER NETWORK MAINTENANCE AND SUPPORT	
2/1/2023	B02194-2	\$2,000	EMS & Training Department	EVOQUA WATER TECHNOLOGIES	DEIONIZED WATER SYSTEM RENTAL AND MAINTENANCE - TRAINING DEPARTMENT (D BUILDING)	
2/1/2023	P0015238	\$39,653	Operations Department - South	MAURER MARINE	ZODIAC INFLATABLE BOAT FOR USAR FEMA CACHE	JA2593
2/2/2023	P0015240	\$2,573	Logistics Department	ALLSTAR FIRE EQUIPMENT	FIRE HOSE RECOUPLING	
2/2/2023	P0015239	\$16,705	Community Risk Reduction Department	GREAT SCOTT TREE SERVICE, INC.	TREE REMOVALS AND TREATMENTS - ALISO VIEJO COMMUNITY ASSOCIATION AND HOAS	
2/22/2023	P0015273	\$650	Corporate Communications	OC FUN LLC	FACE PAINTING SERVICES FOR OPEN HOUSE AT RFOTC	
2/2/2023	P0015241	\$3,394	Operations Department - South	CUSTOM AIRCRAFT INTERIORS INC.	HELICOPTER CREW SEAT COVERS - N141FA	
2/6/2023	B02413	\$15,000	EMS & Training Department	CALUMET PACKAGING	2-STROKE FUEL - TRAINING	
2/6/2023	B02414	\$9,000	EMS & Training Department	PREMIUM PALLET, INC.	LIGHT DUTY PALLETS - ACADEMY	
2/6/2023	B02415	\$20,000	EMS & Training Department	PARR LUMBER CO	SOUND BOARDS - ACADEMY TRAINING	
2/6/2023	P0015243	\$5,503	Logistics Department	KAMBRIAN CORPORATION	SQL SERVER HEALTH AND PERFORMANCE TOOLS	
2/6/2023	P0015232	\$9,228	Operations Department - South	CABINETS PLUS	MISC CABINETS/ STORAGE - FIRIS	
2/6/2023	P0015242	\$2,000	Corporate Communications	FIRE SMART PROMOTIONS	OPEN HOUSE GIVEAWAYS - HELMETS	
2/8/2023	P0015246	\$26,976	Operations Department - North	SAFEWARE, INC.	PERSONAL RADIATION DETECTORS FOR HAZARDOUS RESPONSE TEAM-SONGS	COOPERATIVE
2/8/2023	B02417	\$1,024	Logistics Department	CDW GOVERNMENT	TOAD FOR ORACLE BASE EDITION RENEWAL	COOPERATIVE
2/8/2023	P0015245	\$318,997	Logistics Department	PB LOADER CORPORATION	PURCHASE OF ONE (1) 2024 FREIGHTLINER WATER TENDER	COOPERATIVE
2/8/2023	P0015247	\$9,287	Logistics Department	HARBOR POINTE A/C & CONTROLS	NEW COMPRESSOR INSTALLATION FS67	RO2563
2/9/2023	B02059-3	\$10,000	Logistics Department	AMERICA'S INSTANT SIGNS	FABRICATION & INSTALLATION OF FIRE STATION SIGNAGE	
2/9/2023	P0015248	\$3,768	Logistics Department	FLW INC.	GAUGES FOR STOCK	
2/9/2023	B02211-2	\$40,000	Logistics Department	UNITED RENTALS (NORTH AMERICA), INC.	GENERATOR RENTAL FOR TEMPORARY CLASSROOMS AT RFOTC TRAINING GROUNDS	
2/9/2023	P0015249	\$1,403	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES ECC DISPATCH	RO2552
2/9/2023	P0015256	\$3,272	Logistics Department	HARBOR POINTE A/C & CONTROLS	BOILER PUMP AND FLOW SWITCH UPGRADE	RO2356
2/10/2023	P0015261	\$1,090	Operations Department - South	HOME DEPOT	FF&E FOR FIRIS CREW AT CHINO AIRPORT	
2/10/2023	B02418	\$1,195	Logistics Department	WILD WATER OPERATING LLC	WASH VEHICLES *NEW OWNERSHIP - BALANCE TRANSFERRED FROM B02319 (PEPPER TREE, INC. DBA WILDWATER EXPRESS)	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation No.
2/10/2023	P0015257	\$2,176	Human Resources Department	HEALTH DIMENSIONS	OCFA EMPLOYEE WELLNESS EXPO EVENT COORIDNATION	
2/10/2023	P0015258	\$1,010	Logistics Department	PJ PRINTERS	RESTOCK FORMS	
2/10/2023	P0015259	\$3,801	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES FS81	RO2552
2/10/2023	P0015260	\$668	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES FS67	RO2552
2/10/2023	P0015262	\$2,898	Logistics Department	DIAMOND GLASS	REPLACE STOREFRONT DOOR - FS79	
2/14/2023	B02419	\$30,000	Logistics Department	SADDLEBACK APPLIANCES	APPLIANCES - AS NEEDED	
2/14/2023	B02420	\$10,000	Logistics Department	LINEGEAR FIRE & RESCUE	CLASS A FOAM	
2/14/2023	GENERATE	\$10,000	Logistics Department	LINEGEAR FIRE & RESCUE	CLASS A FOAM	
2/14/2023	B01882-4	\$2,000	Human Resources Department	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	DRUG SCREEN AND PHYSICAL EXAMINATION	
2/14/2023	P0015263	\$1,019	Operations Department - South	HOME DEPOT	FF&E FOR FIRIS OUTFITTING AT CHINO AIRPORT	
2/15/2023	B02192-2	\$30,000	Logistics Department	POWERWERX INC.	BLUE SEA CHARGERS AND ACCESSORIES	
2/15/2023	B02080-3	\$49,999	Executive Management	INTTERRA CORPORATION	INTTERRA SOFTWARE SUBSCRIPTION	
2/16/2023	P0015265	\$4,298	Logistics Department	HARBOR POINTE A/C & CONTROLS	EVAPORATOR COIL UPGRADE FS39	RO2356
2/21/2023	B01593-8	\$25,000	Logistics Department	WESTNET	ALARM PROGRAMMING SERVICES - AS NEEDED	DC1849
2/22/2023	P0015266	\$2,328	Operations Department - South	CDW GOVERNMENT	IT EQUIPMENT - FIRIS	COOPERATIVE
2/22/2023	P0015267	\$3,676	Operations Department - South	CDW GOVERNMENT	TELEVISIONS - FIRIS	COOPERATIVE
2/22/2023	P0015268	\$2,610	Operations Department - South	CDW GOVERNMENT	COMPUTER MONITOR/ ACCESSORIES - FIRIS	
2/22/2023	P0015269	\$500	Corporate Communications	EUGENE SANCHEZ	FACE PAINTING SERVICES FOR OPEN HOUSE AT RFOTC	
2/22/2023	P0015270	\$5,850	Corporate Communications	GOLD COAST TOURS	BUSES TO TRANSPORT GUESTS TO OCFA 2023 OPEN HOUSE	
2/22/2023	P0015271	\$7,414	Logistics Department	HARBOR POINTE A/C & CONTROLS	THERMOSTAT UPGRADES FS17	RO2356
2/22/2023	P0015272	\$24,995	Logistics Department	C & S ENGINEERS, INC.	FS41 AIRFIELD MARKING/UPGRADE FEASIBILITY STUDY	
2/23/2023	B01632-4	\$9,776	Logistics Department	CLARIS	FILE MAKER PROGRAM FOR SERVICE CENTER INVENTORY AND ASSET TRACKING	
2/23/2023	P0015276	\$3,113	Logistics Department	LEAVITT COMMUNICATIONS, LLC	PAGERS	
2/24/2023	P0015279	\$21,094	Operations Department - South	SAFEWARE, INC.	PROPPER KINETIC COMBAT SHIRTS	COOPERATIVE

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation No.
2/24/2023	P0015280	\$7,681	Operations Department - South	EMBLEM ENTERPRISES INC.	PATCHES FOR NEW USAR CLOTHING PER TASK FORCE MEMBERS	
2/24/2023	B02412	\$1,632	Logistics Department	ISSQUARED, INC.	PULSE SECURE VPN AND SUPPORT	
2/24/2023	P0015278	\$3,084	Logistics Department	COMPUTER POWER SOLUTIONS, INC.	1 YEAR APC UPS EXTENDED WARRANTY COVERAGE	
2/24/2023	P0015281	\$1,940	Community Risk Reduction Department	AMERICAN ENGRAVING COMPANY	2023 CACHE LIST BOOK	
2/28/2023	B01922-4	\$25,760	Logistics Department	ASSETWORKS, INC.	FLEET FOCUS FA ANNUAL SOFTWARE MAINTENANCE & SUPPORT RENEWAL	
2/28/2023	B01846-5	\$5,600	Logistics Department	MAIL DELIVERY SYSTEMS, INC.	MAIL PICKUP AND DELIVERY SERVICES	
2/28/2023	B02421	\$99	Logistics Department	PROGRESS SOFTWARE CORPORATION	MAINTENANCE AND SUPPORT FOR ODBC - LICENSE	
3/1/2023	B02307-1	\$20,000	Business Services Department	THE HOWARD E NYHART CO INC	ACTUARIAL VALUATION SERVICES FOR PENSION AND HEALTH BENEFITS	JA2531
3/1/2023	B02103-3	\$5,000	EMS & Training Department	VEOLIA ES TECHNICAL SOLUTIONS LLC	BIOHAZARD WASTE DISPOSAL SERVICES	
3/1/2023	B01945-4	\$40,000	EMS & Training Department	NYCANCO, INC	CUSTOM EMS BAGS	
3/1/2023	B01576-8	\$10,000	Logistics Department	AMERICAN ENGRAVING COMPANY	ENVELOPES FOR SERVICE CENTER STOCK	
3/1/2023	B02073-3	\$35,000	Logistics Department	MARX BROS. FIRE EXTINGUISHER	FIRE EXTINGUISHER PURCHASE & MAINTENANCE	JC2415
3/1/2023	B01845-5	\$10,000	Logistics Department	STARLITE RECLAMATION ENVIRONMENTAL	HAZARDOUS WASTE DISPOSAL SERVICES	
3/1/2023	B01841-5	\$15,000	Logistics Department	PRUDENTIAL OVERALL SUPPLY	RENTAL OF UNIFORMS, SHOP TOWELS, AND RELATED ITEMS	COOPERATIVE
3/1/2023	P0015283	\$3,043	Logistics Department	PJ PRINTERS	FUEL CARD BINDERS & MANUAL	
3/2/2023	B01932-5	\$50,000	Logistics Department	PARTS AUTHORITY METRO	AC DELCO AND MOTORCRAFT PARTS AS-NEEDED	JA2337
3/2/2023	P0015284	\$3,426	Operations Department - South	ARISTA AVIATION SERVICES GROUP, LLC	AIRCRAFT TIE DOWNS	
3/2/2023	B02305-1	\$20,000	Logistics Department	UNITED RENTALS (NORTH AMERICA), INC.	EQUIPMENT RENTALS	COOPERATIVE
3/2/2023	P0015288	\$5,528	Logistics Department	DDL TRAFFIC INC.	OPTICOM EMMITTER VEHICLE KIT FOR NEW HM220 (UNIT ID IS TBD)	
3/2/2023	P0015285	\$4,616	Logistics Department	FULLER TRUCK ACCESSORIES	CAMPER SHELL FOR UNIT 3906	
3/2/2023	P0015286	\$5,950	Logistics Department	WILLIAMS & MAHER INC	CONNECT APPBAY ALERT LIGHTS FOR WESTNET	
3/2/2023	P0015287	\$7,998	Logistics Department	WILLIAMS & MAHER INC	NEW ELECTRICAL AT US&R WAREHOUSE	
3/6/2023	P0015289	\$960	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TRIM TREES AT FS63 DUE TO ENTANGLED IN POWER LINES	
3/6/2023	P0015290	\$9,633	Logistics Department	SOURCE CREATIVE OFFICE INTERIORS	OFFICE FURNITURE FOR EXECUTIVE MANAGEMENT OFFICE BUILDING B, RFOTC	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation No.
1/17/2023	B01718-7	\$3,500	Human Resources Department	AMAZING ORGANIZATIONS INC	MASTERY LIBRARY TRAINING PROGRAM-SPILL PREVENTION	
3/6/2023	P0015291	\$8,013	Logistics Department	INSIDE EDGE COMMERCIAL INTERIOR SERVICES LLC	REMOVE EXISTING AND INSTALLING NEW FLOORING EMS OFFICE	
3/7/2023	B01794-5	\$40,000	Logistics Department	LN CURTIS & SONS	CLASS A FIREFIGHTING FOAM	
3/8/2023	P0015292	\$3,027	EMS & Training Department	PRIMARY PHARMACEUTICALS INC	ALBUTEROL SULFATE	
3/9/2023	B01933-4	\$75,000	Logistics Department	WESTRUX INTERNATIONAL	INTERNATIONAL TRUCKS: PARTS, MAINTENANCE & REPAIR	JA2340
3/9/2023	P0015293	\$22,050	Human Resources Department	BLANCHARD TRAINING & DEVELOPMENT, INC	TWO DAY SUPERVISORY AND LEADERSHIP TRAINING	
3/10/2023	B02426	\$100,000	Logistics Department	GMAT	APP DOOR MAINTENANCE AND REPAIR SERVICES	RO2590
3/10/2023	B02200-2	\$8,000	Logistics Department	PACIFIC MOBILE STRUCTURE, INC.	OFFICE/SLEEPER TRAILER RENTAL FOR STATION 10	
3/10/2023	P0015294	\$1,360	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	STUMP REMOVAL	
3/10/2023	P0015295	\$3,545	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TREE TRIMMING AND REMOVAL - FS49	
3/13/2023	P0015299	\$9,973	Operations Department - North	FIRST LINE TECHNOLOGIES	DRY DECONTAMINATION EQUIPMENT AND SUPPLIES FOR HAZARDOUS MATERIALS INCIDENTS	
3/13/2023	P0015296	\$6,631	EMS & Training Department	BOUND TREE MEDICAL LLC	S-SCORT III SUCTION UNIT BATTERY	
3/13/2023	P0015297	\$3,881	Logistics Department	PRESIDIO HOLDINGS INC.	BUILDING AW WI-FI HARDWARE	
3/13/2023	P0015298	\$5,805	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES FOR STATION ALERTING SYSTEM	RO2552
3/14/2023	B02427	\$2,350	Logistics Department	APPLOON, THE MURDOCK CORPORATION	A/V EQUIPMENT MAINTENANCE & SUPPORT - USARWH	RO2499
3/14/2023	B02300-1	\$100,000	Logistics Department	LN CURTIS & SONS	GLOBE SHADOW XF TURNOUT BOOTS	COOPERATIVE
3/14/2023	B02114-3	\$15,000	Operations Department - South	NI GOVERNMENT SERVICES INC	SATELLITE RADIO AND TELEPHONE SERVICES FOR USAR	
3/15/2023	P0015300	\$793	Operations Department - South	CDW GOVERNMENT	IT EQUIPMENT - FIRIS	COOPERATIVE
3/15/2023	P0015301	\$1,683	Logistics Department	WILLIAMS & MAHER INC	FIRE STATION 9 ALERTING LIGHT REPLACEMENT	
3/15/2023	P0015302	\$688	Human Resources Department	ASSI SECURITY, INC	PROGRAMMABLE EMPLOYEE ID CARDS	
3/16/2023	B01577-8	\$5,000	Logistics Department	IRON MOUNTAIN INC	OFF-SITE DATA STORAGE SERVICES	
3/16/2023	B02429	\$10,000	EMS & Training Department	FIRST IN PRODUCTS, INC.	REPAIR ZIPPERS AND REPLACE MATERIAL ON AIRWAY BAGS	
3/16/2023	P0015303	\$9,117	Operations Department - South	FIREQUICK PRODUCTS, INC.	TOOLS AND SAFETY TRAINING	
3/19/2023	B02082-3	\$5,032	Logistics Department	TEAM VIEWER GERMANY GMBH	REMOTE SUPPORT SOFTWARE	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation No.
3/20/2023	P0015309	\$39,652	Logistics Department	CDW GOVERNMENT	SECURITY CAMERA STORAGE PROJECT	COOPERATIVE
3/20/2023	P0015305	\$7,914	Logistics Department	TALLEY COMMUNICATIONS	ANTENNAS FOR COMMUNICATIONS INSTALLS	
3/20/2023	P0015306	\$2,833	Operations Department - South	DELL MARKETING, L.P.	LAPTOP FOR USAR	
3/21/2023	B02309-1	\$20,000	Logistics Department	ASBURY ENVIRONMENTAL SERVICES	BULK/BOTTLED COOLANT AND COOLANT WASTE DISPOSAL	
3/21/2023	B02308-1	\$5,000	Logistics Department	ASBURY ENVIRONMENTAL SERVICES	WASTE OIL HAUL OFF SERVICE	
1/1/2023	B01928-5	\$31,246	Operations Department - North	TAIT ENVIRONMENTAL SYSTEMS	FUEL TANK INSPECTION, MAINTENANCE, REPAIR	
3/21/2023	P0015311	\$7,834	Logistics Department	HARBOR POINTE A/C & CONTROLS	NEW AC UNIT INSTALL - FS 5	RO2356
3/22/2023	B02432	\$0	Operations Department - South	RADIOREFERENCE.COM LLC	BROADCASTIFY PREMIUM SUBSCRIPTION	
3/22/2023	P0015313	\$2,164	Logistics Department	GMES LLC	FIRE & RESCUE EQUIPMENT FOR HEAVY RESCUE 6	JA2579
3/22/2023	B02433	\$110,000	Logistics Department	LEAVITT COMMUNICATIONS, LLC	MOBILE / PORTABLE RADIOS & ACCESSORIES	RO2599
3/22/2023	B01658-7	\$5,600	Logistics Department	HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA	REDDINET MASTER AGREEMENT	
3/23/2023	B02434	\$100,000	Logistics Department	J T LEWIS INC	APP DOOR MAINTENANCE AND REPAIR SERVICES	RO2590
3/23/2023	B02435	\$200,000	Logistics Department	ACTION DOOR REPAIR CORPORATION	APP DOOR MAINTENANCE AND REPAIR SERVICES	RO2590
3/23/2023	B02033-3	\$100,000	Human Resources Department	NORMAN A. TRAUB & ASSOCIATES	AS-NEEDED INDEPENDENT INTERNAL AFFAIRS INVESTIGATIVE SERVICES	JA2358
3/23/2023	P0015314	\$5,575	Logistics Department	DAN ENTERPRISES TEAM	FIRE & RESCUE EQUIPMENT FOR HEAVY RESCUE 6	JA2579
3/23/2023	P0015321	\$277,394	Logistics Department	LN CURTIS & SONS	FIRE & RESCUE EQUIPMENT FOR HEAVY RESCUE 6	JA2579
3/23/2023	P0015315	\$1,944	Logistics Department	R.S. HUGHES COMPANY INC	FIRE & RESCUE EQUIPMENT FOR HEAVY RESCUE 6	JA2579
3/21/2023	P0015310	\$824	Operations Department - South	CUSTOM AIRCRAFT INTERIORS INC.	CREW SEAT FOAM FOR BELL 412	
3/23/2023	P0015320	\$39,144	Logistics Department	SAFEWARE, INC.	FIRE & RESCUE EQUIPMENT FOR HEAVY RESCUE 6	JA2579
3/23/2023	P0015322	\$13,810	Business Services Department	PROCESS CELLULAR DBA PROCELL	UTILITY LINE INSPECTION LAY OUT	
3/23/2023	P0015316	\$17,413	Logistics Department	COMPUDIRECT 3000 INC	COMPUTER HARDWARE FOR REMOTE WORK	RO2536
3/23/2023	P0015317	\$2,426	Logistics Department	SOURCE GRAPHICS, INC.	PRINTER INK FOR IT STOCK	
3/23/2023	P0015319	\$6,248	Corporate Communications	B & H PHOTO	PHOTO/VIDEO EQUIPMENT FOR MULTIMEDIA TEAM	
3/24/2023	B02437	\$0	Logistics Department	WESTGROUP DESIGNS, INC.	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation No.
3/24/2023	B02438	\$0	Logistics Department	IDS GROUP, INC.	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
3/24/2023	B02441	\$0	Logistics Department	TAIT & ASSOCIATES, INC	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
3/24/2023	B02439	\$0	Logistics Department	BOA ARCHITECTURE -Black Oâ€™Dowd and Associates	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
3/24/2023	B02440	\$0	Logistics Department	LEWIS / SCHOEPLIN ARCHITECTS	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
3/24/2023	B02436	\$0	Logistics Department	RRM DESIGN GROUP	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
3/24/2023	B01924-4	\$450,000	EMS & Training Department	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	SK2319
3/27/2023	B02447	\$0	Logistics Department	COAR DESIGN GROUP	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
3/27/2023	B02443	\$125,000	Logistics Department	ORANGE COAST PETROLEUM EQUIPMENT CO., INC	FUEL TANK MAINTENANCE AND REPAIR SERVICES	RO2529
3/27/2023	B02444	\$125,000	Logistics Department	WESTERN PUMP INC	FUEL TANK MAINTENANCE AND REPAIR SERVICES	RO2529
3/27/2023	B02442	\$0	Operations Department - South	FLIGHTRADAR 24 AB	FLIGHTRADAR24 SILVER SUBSCRIPTION	
3/28/2023	P0015333	\$3,831	Operations Department - South	FALCON CREST AVIATION SUPPLY	AIRCRAFT BATTERY	
3/28/2023	B02196-2	\$5,000	Operations Department - South	CULLIGAN OF SANTA ANA	DI WATER FOR AIRCRAFT WASHING AND MAINTENANCE	
3/28/2023	P0015331	\$79,536	Logistics Department	MUNICIPAL EMERGENCY SERVICES	EXTRICATION TOOLS FOR HEAVY RESCUE 6	JA2579 & JA2172
3/28/2023	P0015329	\$5,236	Logistics Department	SIMS-ORANGE WELDING SUPPLY	TOOLS & EQUIPMENT FOR HEAVY RESCUE 6	JA2579
3/28/2023	P0015328	\$8,031	Logistics Department	WE-DO EQUIPMENT	TOOLS & EQUIPMENT FOR HEAVY RESCUE 6	
3/28/2023	P0015330	\$5,289	Logistics Department	FEDERAL SIGNAL CORP	EQ2B ELECTRIC SIREN PARTS FOR STOCK	
3/28/2023	P0015334	\$997	Operations Department - South	AMERICAN ENGRAVING COMPANY	FEMA US&R TEAM MEMBER HATS	
3/29/2023	B02446	\$200,000	Logistics Department	ALAN'S LAWN AND GARDEN CENTER INC.	CHAINSAWS & SMALL ENGINE EQUIPMENT PURCHASE/REPAIR	JA2588
3/29/2023	B01657-7	\$7,000	Logistics Department	EVISIONS LLC	EVISIONS SOFTWARE MAINTENANCE / SUPPORT RENEWALS	
3/29/2023	P0015335	\$198,467	Logistics Department	FULLER TRUCK ACCESSORIES	SNUGTOP CAMPERSHELLS FOR 43 DODGE RAMS	JA2600
3/30/2023	B01915-4	\$10,000	Operations Department - South	SPARKLETTS/DANONE WATERS OF NO. AMERICA	BOTTLED DRINKING WATER	COOPERATIVE
3/30/2023	B02448	\$2,495	Operations Department - North	LEADSONLINE PARENT LLC	SOFTWARE - INVESTIGATIONS	
3/30/2023	P0015318	\$24,311	Logistics Department	CURVATURE LLC	SWITCHES FOR SECURITY PROJECT	
3/30/2023	P0015336	\$17,794	Operations Department - South	NRS	EQUIPMENT REQUEST - FS54	



Orange County Fire Authority **AGENDA STAFF REPORT**

Executive Committee Meeting
May 25, 2023

Agenda Item No. 2E
Consent Calendar

Increase to Agreement for FireHawk Helicopters

Contact(s) for Further Information

Tim Perkins, Assistant Chief
Field Operations South

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Kyle Kuzma, Battalion Chief
Air Operations

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714.522.2113

Summary

This item is submitted for approval to increase the previously approved Master Purchase Agreement with United Rotorcraft for the purchase of two Sikorsky S-70M modified to include the FireHawk configuration to incorporate change orders for the installation and integration of additional equipment.

Prior Board/Committee Action(s)

At its September 22, 2022 meeting, the Board of Directors approved and authorized the Purchasing Manager to enter into a Master Purchase Agreement with United Rotorcraft utilizing the sole source procurement provision in the Purchasing Ordinance for the provision of two FireHawk (Sikorsky S-70M Type 1) helicopters in the amount of \$55,871,980.32 inclusive of Sales Tax.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to increase the previously approved Master Purchase Agreement with United Rotorcraft by \$307,400 to a new total amount not to exceed \$56,179,380.32.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the original contract amount is included in the lease-purchase financing that was approved by the Board of Directors on October 27, 2022. This funding does not include the \$307,400 increase. Staff has identified projected savings of \$200,000 in the FY 2022/23 Air Operations Budget that will partially offset the cost increase. A budget adjustment for the remaining \$107,400 will be requested with the year-end budget adjustment in June. The proposed budget adjustment will have no impact to cash contract city charges.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

United Rotorcraft (UR) is a division of Air Methods Corporation (AMC) and is the only company authorized to build new Sikorsky S-70M helicopters to the standard fire/rescue/EMS FireHawk configuration that OCFA requires. UR is uniquely qualified and exclusively licensed by Sikorsky

to provide these services after successfully developing and supporting multi-mission helicopter modifications and operators for over 25 years.

The OCFA is in the process of acquiring two Sikorski S-70M Type 1 helicopters from United Rotorcraft. During the preliminary and critical design review meetings it was determined that a second radio would be needed for the multiple aviation frequencies required in our operations. Also, the addition of a hoist camera and Wi-Fi took time to research before deciding on the most appropriate equipment for safe and effective operations of the new helicopters. These additions required three Contract Change Orders from United Rotorcraft to complete the integration and installation of the equipment.

The two Sikorsky Helicopters are considered Fixed Assets and the Roles/Responsibilities/Authorities Matrix delegates administrative authority for change orders valued up to 15% of the budgeted amount or \$100,000, whichever is lower. Additionally, staff committed in the prior Board Action to return to the Executive Committee for approval of “any related subsequent contract approvals and amendments”. Because this additional equipment will result in a change order exceeding the \$100,000 administrative threshold, staff requests approval and authorization to increase the contract amount by \$307,400 to a new total amount not to exceed \$56,179,380.32.

Attachment(s)

1. Contract Change Order No: CCO-MPA-1718372.1.1
2. Contract Change Order No: CCO-MPA-1718372.1.2
3. Contract Change Order No: CCO-MPA-1718372.1.3



CONTRACT CHANGE ORDER

Date: 05/04/2023

Change Order No: CCO-MPA-1718373.1.1, Rev IR

Program: Orange County Fire Authority (OCFA) SNs: 704119 and 704121

Quote No: NA

Customer Order No: C1002047 & C1002049

Customer: Orange County Fire Authority (OCFA)

Associated Documents: OCFA Completions Proposal GP21-007 & OCFA MPA-1718373.1

Scope of Change:


This Contract Change Order covers the integration and installation of 1 each TDFM-9000 radio, (1) antenna switching unit and (4 total) radio control head dust covers on each of the TDFM-9000 and existing TDFM-9100 radios on both OCFA Firehawks. The addition of the TDFM-9000 requires the deletion of the Aux FM installation (SOW 4.4.7) in the cockpit center pedestal. Credit for the removal of the Aux FM system is reflected in the CCO costing below. The addition of this system on each airframe will require UR to adjust the contractual delivery schedule for OCFA #1 by 45 (forty-five) calendar days and OCFA #2 by 14 (fourteen) calendar days.

Additional Costs:

1. Installation of the additional TDFM-9000 system in both OCFA #1 & #2 airframes

CCO Cost Per Airframe: \$97,552.00

Total CCO-MPA-1718373.1.1 Price: \$195,104.00

Accepted	Accepted
For: Orange County Fire Authority (OCFA)	For: United Rotorcraft
Dated: _____	Dated: 05/04/2023
Name: _____	Name: Eric Lama
Title: _____	Title: AFF Customer Experience Manager
Signature: _____	Signature: 



CONTRACT CHANGE ORDER

Date: 05/04/2023

Change Order No: CCO-MPA-1718373.1.2, Rev IR

Program: Orange County Fire Authority (OCFA) SNs: 704119 and 704121

Quote No: NA

Customer Order No: C1002047 & C1002049

Customer: Orange County Fire Authority (OCFA)

Associated Documents: OCFA Completions Proposal GP21-007 & OCFA MPA-1718373.1

Scope of Change:

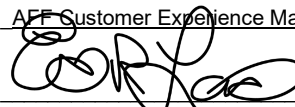
This Contract Change Order covers the integration and installation of 1 each rugged camera (HD-19) and a spare 6mm lens on both OCFA Firehawks rescue hoists. Video from the cameras is to be recordable and displayed in the cockpit. The addition of this system on each airframe will require UR to adjust the contractual delivery schedule for OCFA #1 by 14 (fourteen) calendar days and OCFA #2 by 7 (seven) calendar days.

Additional Costs:

1. Installation of a Rescue Hoist Camera on both OCFA #1 & #2 airframes.

CCO Cost Per Airframe: \$42,143.00

Total CCO-MPA-1718373.1.2 Price:\$84,286.00

Accepted	Accepted
For: Orange County Fire Authority (OCFA)	For: United Rotorcraft
Dated: _____	Dated: <u>05/04/2023</u>
Name: _____	Name: <u>Eric Lama</u>
Title: _____	Title: <u>AFF Customer Experience Manager</u>
Signature: _____	Signature: 



CONTRACT CHANGE ORDER

Date: 05/04/2023

Change Order No: CCO-MPA-1718373.1.3, Rev IR

Program: Orange County Fire Authority (OCFA) SNs: 704119 and 704121

Quote No: NA

Customer Order No: C1002047 & C1002049

Customer: Orange County Fire Authority (OCFA)

Associated Documents: OCFA Completions Proposal GP21-007 & OCFA MPA-1718373.1

Scope of Change:


This Contract Change Order covers the integration and installation of 1 SkyCam module (PIM-9000 Module) on both OCFA Firehawks. The addition of this system on each airframe does not incur any schedule impact for either airframe.

Additional Costs:

1. Installation of the SkyCam WiFi Module on both OCFA #1 & #2 airframes.

CCO Cost Per Airframe: \$14,005.00

Total CCO-MPA-1718373.1.3 Price:\$28,010.00

Accepted	Accepted
For: Orange County Fire Authority (OCFA)	For: United Rotorcraft
Dated: _____	Dated: <u>05/04/2023</u>
Name: _____	Name: <u>Eric Lama</u>
Title: _____	Title: <u>AFF Customer Experience Manager</u>
Signature: _____	Signature: 



Orange County Fire Authority **AGENDA STAFF REPORT**

Executive Committee Meeting
May 25, 2023

Agenda Item No. 2F
Consent Calendar

Contract Award for Automated Medication Dispensing System

Contact(s) for Further Information

Rob Capobianco, Assistant Chief robcapobianco@ocfa.org 714.573.6008
Emergency Medical Services & Training Department

Paul Whittaker, Battalion Chief paulwhittaker@ocfa.org 714.573.6071
Emergency Medical Services Department

Summary

This agenda item is submitted for approval to enter into a Master Agreement with CareFusion Solutions (CareFusion) for the purchase of new automated medication dispensing system (AMDS) equipment, support, and services. CareFusion is the top-ranked firm resulting from a competitive RFP process.

Prior Board/Committee Action(s)

At its April 27, 2023 meeting, the Executive Committee approved extending the blanket order contract with CareFusion Corporation for the rental and maintenance of custom automatic pharmaceutical dispensing cabinets for a one-year period through April 30, 2024 to allow sufficient time to finalize the formal RFP process (JA2567) and to transition to the new equipment.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to enter into a Master Agreement in a form approved by legal counsel (current draft attached) with CareFusion Solutions for the purchase and implementation of AMDS equipment and monthly equipment support/maintenance for an amount not to exceed \$307,340.

Impact to Cities/County

Not Applicable

Fiscal Impact

Funding is available in the Communications and IT Infrastructure Fund (124), Emergency Medical Systems (EMS) Enterprise System project (P353) for award of this contract.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

Automated Medication Dispensing System

Current Drug Enforcement Administration (DEA) regulatory requirements mandate the proper storage, distribution, and daily accountability of controlled medications such as narcotics. These medications are part of the required Orange County EMS defined pharmacology inventory assigned to paramedic units. Automated medication dispensing systems (AMDS) provide computer-controlled storage, dispensing, and tracking of medications as required by DEA

mandate. The AMDS equipment is strategically located throughout OCFA's fire stations to ensure accessibility for daily supply needs of the paramedic units. OCFA's current equipment, from a software and hardware perspective, has reached the end of life. In an effort to ensure OCFA is utilizing the best value technology and continuing to comply with DEA regulations, staff completed a competitive RFP process to identify and procure the best medication dispensing system for OCFA.

Request for Proposals

In August 2022, OCFA solicited competitive proposals (RFP JA2567) for purchase of eleven (11) new automated medication dispensing systems (AMDS) and one (1) storage vault for inventory and control of controlled medications. The OCFA received five proposals in response to the RFP which were evaluated by a panel of subject matter experts from the Emergency Medical Services Department. The evaluation criteria included: Technical Specifications (40 points), Statement of Qualifications (25 points), Method of Approach/Customer Service (10 points), and Proposed Costs (25 points). As a result of the proposal evaluations, the top two ranked companies, 1. CareFusion, 2. Henry Schein, were invited to participate in a vendor interview/product demonstration. Upon completion of the evaluation process, it was determined that the proposal from CareFusion 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.

Firm	Ranking
CareFusion Solutions	1
Henry Schein	2
Med Packs	3
Omnicell	4
ARxIUM	5

Best and Final Offer

Pursuant to the terms of the RFP, staff requested a Best and Final Offer (BAFO) from the highest ranked firm, CareFusion Solutions. As a result of the BAFO, CareFusion's original proposed unit pricing remained the same, however, CareFusion agreed to include optional items such as the internal narcotic return bins and single unit dispensing with cubie drawer configuration at no cost.

Recommendation

Based on staff's evaluation of the vendor proposals, staff recommends approval and authorization to enter into a master agreement with CareFusion Solutions, in an amount not to exceed \$307,340 for the initial purchase and implementation of automated medication dispensing system equipment, and for monthly support/maintenance. The cost of ongoing support and maintenance is fixed at \$20,256 annually for contract years two and three, and falls within management authority.

Attachment(s)

Proposed master agreement with CareFusion Solutions

**ORANGE COUNTY FIRE AUTHORITY
MASTER AGREEMENT
AUTOMATED MEDICATION DISPENSING SYSTEM**

THIS AGREEMENT FOR AUTOMATED MEDICATION DISPENSING SYSTEM ("Agreement") is made and entered into this ____ day of May, 2023 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and Carefusion Solutions, LLC. ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires eleven (11) new automated medication dispensing systems (AMDS) and one (1) storage vault for inventory and control of controlled medications as requested in RFP JA2567, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a bid dated September 22, 2022, incorporated herein by this reference ("Proposal"); and

WHEREAS, OCFA and Contractor desire to enter into this Agreement in order to receive and provide, respectively, automated medication dispensing systems (AMDS) and one (1) storage vault for inventory and control of controlled medications, 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 procure eleven (11) new automated medication dispensing systems (AMDS) and one (1) storage vault from Contractor as more fully detailed in Exhibit "A", attached hereto, which includes by reference and by addendum: (1) OCFA's RFP JA2567, dated August 25, 2022 ("Solicitation"), (2) Contractor's Proposal, (3) Best and Final Offer dated March 29, 2023, and (4) 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 three (3) years, 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 two (2) 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: **Andrew Walker, Account Executive**. 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 **Paul Whittaker, Battalion Chief, EMS**, 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

WITH COPY TO:

David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Contractor:

Carefusion Solutions
Attention: Andrew Walker
3750 Torrey View Court
San Diego, CA 92130

SECTION TWO

2.1 Orders. The Contractor shall receive written or verbal requests for Goods or Services on an as-needed 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 of Goods or Services is of the essence in this Agreement. OCFA reserves the right to refuse any Goods or Services and to cancel all or any part of the Goods or Services not conforming to the Statement of Goods or Services to Be Provided, as set forth in Exhibit "A". Acceptance of any part of the order for Goods shall not bind OCFA to accept future shipments nor deprive it of the right to return Goods already accepted at Contractor's expense. Over-shipments and under-shipments of Goods shall be only as agreed to in writing by OCFA. Delivery shall not be deemed to be complete until all Goods or Services have actually been received and accepted by OCFA.

In the event the delivery location does not have a loading dock, it will be the Contractor's responsibility to make all necessary arrangements to complete delivery.

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. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply the Goods or Services 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 Goods or Services. Contractor shall provide Goods or Services 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 Goods or Services 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 Goods or Services 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.

The Contractor shall submit usage reports on an annual basis to and in a format specified by the Contract Administrator 90 days prior to the expiration date of the Agreement term or subsequent renewal term, if requested.

2.12 Records. Contractor shall keep such books and records as shall be necessary to properly provide the Goods or Services 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 and other Goods or Services 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 Goods or Services 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 Goods or Services 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 contractor 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

“CONTRACTOR”

CAREFUSION SOLUTIONS, LLC

Date:_____ By:_____

Name:
Title:

Date:_____ By:_____

Name:
Title:

EXHIBIT “A”

SCOPE OF SERVICES TO BE PROVIDED

TECHNICAL SPECIFICATIONS

AMDS and Storage Vault: this section specifies the requirements for the AMDS and Storage Vault to meet the needs of the OCFA EMS as well as for interoperability with existing EMS systems at OCFA.

- OCFA requires eleven (11) automated medication dispensing system (AMDS) machines for each battalion.

BD Response: Yes. Please see attached quote.

- 1 main storage vault is required to house medications.

BD Response: Yes. BD offers the Pyxis C^{II}Safe for secure storage of narcotics according to appropriate state and regional guidance requirements. Pyxis C^{II}Safe communicates with Pyxis MedStation ES via the BD Care Coordination Engine (CCE) providing real-time inventory levels and user activity.

- Storage vault to be integrated into the automated system for access and reporting needs.

BD Response: Please see attached quote.

- Allocation tracking from main storage system to battalion storage systems

BD Response: Pyxis C^{II}Safe system stores, tracks and monitors the replenishment of controlled-substance inventory within your hospital. With the Pyxis MedStation ES and Pyxis Anesthesia Station ES, Pyxis C^{II}Safe provides seamless hospital-wide management of controlled substances. C^{II} Safe ES is now part of the ES platform and it can communicate with MedStation, PAS, Pyxis Refrigerator, Pyxis Logistics, HealthSight Inventory Optimization and ES Reporting (ESR).

[Link to Brochure for reference](#)

- **BD Response:** In addition, Pharmacy can run reports from the Pyxis ES Server to gain visibility into which pharmacy tech delivered medication to the Pyxis MedStation ES for load or refill. Reports can also be run that detail which user removed the medication from the Pyxis MedStation ES.

- Dispensing machines to be automated with multiple options for drawer sizes and have at least two drawers.

BD Response: Yes. BD offers many configurations. Please see attached brochure, BD Pyxis ES Platform Solutions Specifications for details.

In addition, the flexibility and configurability of Pyxis technology allows customers to change pocket sizes at any time and increases medication line-item capacity and security by enabling controlled medications to be secured in the same drawer as non-controlled medications.

- Access to dispensing machine to be via two-person multifactor authentication (example, Biometric authorization, etc.).

BD Response: Yes. Access to the Pyxis system requires two forms of identification, which is required by many states and considered a higher security solution, providing greater medication security for medications stored in the Pyxis MedStation.

The Pyxis ES supports compliance with certain state regulations which require capturing the positive identification of the person responsible for a specific drug transaction including, but not limited to, the prescribing, administering, or dispensing of a drug. The system accomplishes this by requiring two forms of user identification, including a password or BioID as well as a secondary personal identifier such as a user-specific barcode when a user accesses the Pyxis MedStation ES.

- Dispensing machines need to have built-in computer/touch screens. Multiple access levels for users who access the ADS.

BD Response: Yes. The Pyxis MedStation ES uses a combination of soft and hard menu keys to navigate the system. The unit's touchscreen leverages soft keys to guide the user through appropriate workflows. The Pyxis MedStation ES also includes a keyboard typically used to log into the system as well as enter text into notes and search fields.

Access is based on user roles configured at the Pyxis ES Server. Permissions can be configured based on role, device, area, security groups, override groups and other configurable permissions. The workflow at the server for configuring the units in each facility also allows linking each unit to one or more areas.

- User database must hold a minimum of 1500 separate users with the ability to expand and integrate to other applications.

BD Response: Yes. The Pyxis Enterprise Server's web-based access enables greater flexibility for hospitals across a health system to access reports. Individual use licenses are not required for our solution. Concurrent users can seamlessly access the system at the same time with no limit to the number of users. There is no need for software to be installed on each hospital computer in order to access the server, Microsoft's Internet Explorer v8-v11 web browser is utilized. The Microsoft SQL Server Reporting Service (SSRS) ActiveX plug-in is only required if printing of Reports is conducted from that system.

There is no limit on number of users can access the Pyxis ES System and Enterprise-wide integration exceeds the needs of advanced healthcare enterprise information technology departments. Providing true integration with hospital information systems, enterprise-wide integration helps support every stage of growth along a health system's long term strategic plan. Manage one user database – Robust Active Directory capabilities allow centralized user management for the entire health system or single hospital. Pharmacy no longer needs to manage lost passwords, employee terminations, or new hires in the Pyxis Enterprise Server. Pharmacy is able to focus on managing user privileges within the Pyxis Enterprise Server.

- Manage one formulary through true integration with the Pharmacy Information System (PIS).
- Manage less hardware with flexible and scalable deployment options – Software-only and VMware ready configurations, as well as server farm integration, are standard capabilities.
- Secure web-based accessibility to the system allows management of the system from any hospital computer.

We can import data and also have the capability to keep information current through our near real-time interfaces with source formulary and user management systems. We offer unparalleled connectivity with every wholesaler and pharmacy profile system to ensure successful integration with your existing IT infrastructure.

We have created over 10,000 custom interface systems including: ADT, Pharmacy, Patient Medication Order, Materials Management Information System, Charting, Web Portals, Wholesalers and Vendors. We are committed to collaborating with any hospital information system vendor to complete your preferred interface. Devices are centrally controlled via the Pyxis Enterprise Server. Our real-time interface with the Pharmacy Information System has the ability to send all inventory related transactions. Our standard interface, included with the Pyxis MedStation ES, sends load and unload transactions that will update the floor stock inventory on the PIS.

- Each dispensing machine must be able to be networked together and communicate to a main administrative console, where reports, drug amount status etc. can be accessed from that main administrative console.

BD Response: BD recommends the following network controls be implemented as part of your security protocol:

- Isolate affected products from the security module and untrusted systems.
- Monitor and log all network traffic attempting to reach the affected products for suspicious activity.
- Close unused ports.
- Locate medical devices and remote devices behind firewalls and isolate them from the business network.
- Work with your local BD support team ensure all Microsoft patching and ESET™ virus definitions are up to date. The Pyxis™ Security Module for automated Microsoft patching and virus definition management is provided to all accounts.
- Customers should use the extended password feature configured for strong passwords, enable the password history tracking feature, and set user passwords to expire according to site policy.
- If the BD Pyxis™ Enterprise Server is located outside of the hospital firewall, the BD Care Coordination Engine server must have an external-facing IP address assigned through the firewall. Doing so allows for communication between the CCE and the BD Pyxis™ Enterprise Server. Dispensing devices do not require an external IP address because they only send requests to the BD Pyxis™ Enterprise Server. Requests are not sent from BD Pyxis™ Enterprise Server to the dispensing devices.

- Each dispensing machine must be able to retain all user IDs, access privileges, and function as a standalone unit should the network connection suddenly not be functional.

- Patient information must be retained for a minimum of 2 years of data within each machine.

BD Response: The Pyxis Enterprise Server stores up to 90 days of report data. Reports can be exported and stored in a variety of ways for long term storage.

- Have flexibility to store multiple sizes of vials.

BD Response: Yes. Our system is comprised of various configuration models utilizing the two basic units that represent an installed Pyxis ES device network: system “main” and “auxiliary” devices. Within each device, several flexible configurations are available to meet the storage needs for all medication types.

- Software that can provide grouping options and different levels of security/administrative access levels, such as removal, inventory, and access to run reports only, witness ability etc.

BD Response. Yes. Access is based on user roles configured at the Pyxis ES Server. Permissions can be configured based on role, device, area, security groups, override groups and other configurable permissions. The workflow at the server for configuring the units in each facility also allows linking each unit to one or more areas.

- Additional Features (not required)

- User authentication integration with Windows Active Directory/ADFS.

BD Response: Yes. Active Directory integration capabilities allow centralized user management for the entire health system or single hospital. Pharmacy no longer needs to manage lost passwords, employee terminations, or new hire user accounts in the Pyxis™ system. IT focuses on user identities; Pharmacy focuses on user permissions and access.

- Ability to provide “Single Dose/Unit” dispensing options.

BD Response: Yes. Pyxis MiniDrawers add value to the Pyxis MedStation ES by helping hospitals address increased medication safety and improved quality of patient care. They offer tremendous flexibility in terms of balancing capacity and control by operating in three modes, offering two tray sizes and multiple pocket configurations.

Single-Dose Mode provides maximum control helping to reduce chances of dispensing errors, deliver the highest level of security and eliminate counting for nurses. In single-dose mode, the MiniDrawer tray steps out one pocket at a time so that only one dose is dispensed; never exposing more than one dose. This operating mode can be used with any Pyxis MiniDrawer configuration.

Additionally, when replenishing the MiniDrawer, the Pyxis MedStation ES workflow ensure that Pharmacy Technicians can quickly and easily re-allocate the pockets to properly manage medication expiration dating.

- Ability to integrate and exchange with external systems utilizing some type of API code set or supported database integration.

BD Response: Pyxis ES Enterprise-wide integration exceeds the needs of advanced healthcare enterprise information technology departments. Providing true integration with hospital information systems, enterprise-wide integration helps support every stage of growth along a health system’s long term strategic plan. Manage one user database – Robust Active Directory capabilities allow centralized user management for the entire health system or single hospital. Pharmacy no longer needs to manage lost passwords, employee terminations, or new hires in the Pyxis Enterprise Server. Pharmacy is able to focus on managing user privileges within the Pyxis Enterprise Server.

- Manage one formulary through true integration with the Pharmacy Information System (PIS).
- Manage less hardware with flexible and scalable deployment options – Software-only and VMware ready configurations, as well as server farm integration, are standard capabilities.
- Secure web-based accessibility to the system allows management of the system from any hospital computer.

We can import data and also have the capability to keep information current through our near real-time interfaces with source formulary and user management systems. We offer unparalleled connectivity with every wholesaler and pharmacy profile system to ensure successful integration with your existing IT infrastructure.

We have created over 10,000 custom interface systems including: ADT, Pharmacy, Patient Medication Order, Materials Management Information System, Charting, Web Portals, Wholesalers and Vendors. We are committed to collaborating with any hospital information system vendor to complete your preferred interface. Devices are centrally controlled via the Pyxis Enterprise Server. Our real-time interface with the Pharmacy Information System has the ability to send all inventory related transactions. Our standard interface, included with the Pyxis MedStation ES, sends load and unload transactions that will update the floor stock inventory on the PIS.

- Ability to scan vial-based bar codes or QR codes for inventory and tracking purposes and the necessary accessories to do such (e.g., attached bar code scanner)

BD Response: A barcode scanner is attached to each Medstation to support scan on refill/load, scan on return and scan on remove. These options are configurable. Bar code or QR codes are supported. CII Safe ES has a barcode scanner. The device and formulary items can be configured to require a barcode scan. The system can link, parse, and store barcode information to help verify inventory transactions (e.g autorestock, dispense, compounding, return, etc.) at the device.

Support/Service/Installation Features

- Service plan must provide 24-hour phone & field service support.

BD Response: Yes. BD Customer Support is available 24/7/365 through the Technical Support Center to respond immediately to support issues. A BD Customer Support Representative will work with customers to perform initial troubleshooting. Cases may be resolved remotely.

With a contracted Comprehensive service and support agreement, if during the initial remote troubleshooting it is determined that the issue cannot be resolved remotely, on-site support will arrive within 24 hours of being dispatched.

- Vendor must be able to remotely access either individual units and/or into OCFA network (if authorized) to perform any needed immediate software service.

BD Response: Yes. The Pyxis Enterprise Server enables standardization throughout facilities and health systems creating greater, centralized of user permissions. Unmatched user role configurability enables stronger role definition helping to drive efficiency and medication safety.

Additionally, Remote Support Services (RSS) is a suite of enterprise software built upon client-server architecture with a RSS agent loaded on every Pyxis device securely communicating to the RSS enterprise server, located at a SAS 70 facility. The RSS system utilizes industry standard Secure Socket Layer (SSL) connections with 128-bit key encryption. RSS is HIPAA and HITECH Act compliant, with all connections using SSL encryption via Advanced Encryption Standard (AES) and is able to provide user traceability and event logging reports. With the RSS agent in place, BD will be able to securely monitor the status, provide security and software updates and remotely access each Pyxis product for diagnostic troubleshooting purposes. To permit Remote Support Services, customers shall provide continuously connected high-speed Internet access via Secure Socket Layer (Port 443).

RSS provides methods that allow users to access only specific system functionality and data required to implement or support Pyxis products. Employee access is addressed in two ways, activity-based access control and device-based access control. These methods can be combined in a wide variety of ways to allow users to do their jobs effectively while protecting access to sensitive information.

- Field support technicians to be provided by vendor.

BD Response: Yes. The Technical Support Representative will attempt to resolve your issue remotely on the initial call. If they determine that an on-site repair is required, they will create a Service Order and will dispatch the Field Service Technician (FST). The FST will provide an estimated time of arrival to the specified contact documented in the request. After the FST receives your Service Order, a technician is guaranteed to be on-site within the time specified in your contract. If required per your hospital policies, please be prepared to identify and provide an escort to these technicians upon their arrival to ensure timely service.

- Technicians are to be specialists on the vendor's product (not contracted from general resource). **BD Response:** Yes. In some cases, BD utilizes the services of our 3rd party Field Service Technician Affiliates (FSTAs) to supplement our own Field Service Technicians (FSTs). Generally, FSTA's are utilized in geographic areas where BD has either no or limited BD FSTs available or, in some cases, when service demand does not permit one of our direct FSTs to responding to on-site customer requirements within the contractual guaranteed response times. FSTAs are trained and certified by BD as authorized repair technicians for our equipment and are bound by contractual agreements that require that they utilize the same BD processes and procedures used by our own employees.
- The service plan needs to cover all parts and labor, including any technician travel, time etc. **BD Response:** Yes. With a contracted service plan, parts and labor, including technician travel, and time, are included. We will provide services necessary to keep the Pyxis products properly performing and BD side of any interfaces in accordance with the material specifications of the applicable user manuals.

BD Response: After the limited 90-day warranty has expired, customer must contract for a support plan in order to guarantee support for your Pyxis system. With the support plan, we will provide services necessary to keep the Pyxis products and BD side of any interfaces properly performing in accordance with the material specifications of the applicable user manuals.

We have 3 tiers of support, Comprehensive, Enhanced, and Premier and the details are below of the different program offerings:

Included in all tiers- Comprehensive, Enhanced, and Premier:

- **Guaranteed Response Time (GRT):** For any on-site service and support, a Field Service representative will arrive onsite within the guaranteed response time to begin service and repair your BD Pyxis™ products. (Comprehensive: 24hr, Enhanced: 8hr, Premier: 6hr)
- **Preventative Maintenance:** Field service representatives to perform preventative maintenance of Pyxis products in accordance with BD's recommended maintenance schedule.
- **Equipment Relocation:** Relocation of BD Pyxis™ products to another facility within a one hundred (100) miles radius.
- **Replacement Parts:** Field service representatives to adjust and replace non-consumable parts that are not properly performing for any reason other than external cause.
- **Remote Support Services:** Technical team to assist and provide support for implemented BD Pyxis™ products 24 hours a day, seven days a week.
- **Updates and Upgrades:** BD to provide updates and upgrades to maintain Software security and perform operational improvements.
- **Virtual Machine (VM) Deployments:** BD to provide remote database backup and recovery, operating system patches, updates, and security for locally housed database server.
- **Project Management for Upgrades:** Project management services to support and manage project tasks and deliverables for implementing an upgrade
- **Access to Online Learning:** Access to our online learning management system with over 400 web-based education modules with simulations, assessments and webinars.
- **Access to Knowledge Portal:** Access to our web-based application that offers retrospective device level usage data insights and downloadable reports for applicable solutions.
- **Customer Portal:** On-line service portal to access troubleshooting tips, open up a case for non-urgent support and track open issues for status.

In Enhanced and Premier Only:

- **Equipment Uptime Guarantee:** BD guarantees equipment uptime will not be less than 97% in a calendar month for RSS-enabled equipment.
- **Remote Data Support:** Access to consultants via email for interpretation, review, and consulting of Knowledge Portal data insights and reports.
- **Remote Practice Support:** Access to pharmacy and clinical consultants via email to address questions about the use and functionality of implemented BD Pyxis™ products.
- **Data Driven Performance Assessment:** Extensive analysis of Knowledge Portal data to identify opportunities to maximize safety, pharmacy efficiency, and nursing satisfaction, while minimizing the impact of excess of outdated inventory (1 assessment per year).
- **System Manager Certificate Courses:** Seats to product-specific System Manager Certification courses that cover best practices and guidelines for medication management and clinical workflows (Enhanced: 1 per product per contract, Premier: 1 per product annually).

In Premier Only:

- **Remote Server Migration:** Remote support services, per server deployment, to migrate server to the latest version if required in order to support a Pyxis product release (2 per server deployment).
- **Data Driven Workflow Assessment:** Onsite visit, following the Data Driven Performance Assessment, from a highly qualified consultant to support improvements with further analysis and assessment (1 assessment per year).
- **Data Workshop Courses:** Seats to regionally scheduled Data Workshops that focus on customer specific Knowledge Portal data and recommendations for workflow improvements.

Onsite Clinical Consulting: Onsite visit from a highly qualified consultant to support customer initiatives around pharmacy operations and workflow efficiencies.

For additional information, please see the attached Pyxis Service and Support Brochure.

- Future software updates need to be included in the paid service plan.
BD Response: Yes. "Update" means a bug fix, error correction, virus update, minor enhancement, or modification to existing features to maintain the security or operation of the Software. Update also includes CareFusion-approved software patches for its Software. During the Support Term, if CareFusion generally releases an Update to the Software, then CareFusion will install the Update,
- All equipment leased or purchased to be shipped and installed by vendor at vendor expense.
BD Response: Yes. Implementation is included with the purchase or lease.
- If leasing machines, there needs to be flexibility for OCFA to change the equipment, upgrade equipment/systems without having to wait until the end of the initially agreed upon lease option.
BD Response: CareFusion has a Footprint Modification Option process in place. These Terms are included as part of our general Master Agreement.
- Should a lease be in place and OCFA wish to purchase the machines outright, a prorated cost would be calculated based on what the initial costs of the machine would have been to purchase versus money already paid towards the lease
BD Response: CareFusion has a Buyout/Transfer of Ownership Process in place by which Customer may complete their payment obligations for an existing lease and pay a prorated fee in order to assume purchase ownership of the applicable hardware/software identified.

TRAINING

The manufacturer shall arrange for a factory trained representative to conduct training courses and demonstrate the equipment at the customer's location for instruction on the operation, use and maintenance. Factory representative shall be well versed and familiar with all aspects of the equipment operations, capabilities and limitations.

BD Response: During the planning stage of the Pyxis implementation project, the BD team works with the Client team to develop a training plan. Training tools are developed based on decisions made in the system design meetings.

The Client identifies 2-3 super users per unit/per shift to be trained by a BD resource. Sessions are approximately 45 minutes each, depending upon the complexity of design decisions for your facility. The super users then conduct training for the end users and serve as a resource both during Go-Live and for new hires. The overall time required to complete training at your facility is dependent upon the availability of training equipment, the number of staff to be trained, and super-user availability. End user training should be scheduled to occur within two weeks of your Go Live.

METHOD OF APPROACH / CUSTOMER SERVICE

IMPLEMENTATION / DEPLOYMENT

Standard timeline for receipt of equipment after issuance of purchase order

BD Response: The BD team develops an implementation plan to meet the needs and expectations of the client's goals. We take into consideration products purchased, client's timeline expectations, availability of client resources, construction considerations, workflow and change management, training, etc. when developing these plans. We design our implementation plans to meet your needs and use our experience and standardized implementation process to create a plan unique to your institution. Your BD implementation team will coordinate delivery of your products to meet the mutually agreed upon project timeline. A typical project can span 12 – 16 weeks from kick off to first go live. Equipment is scheduled to arrive at least 4 weeks prior to go live.

Discuss the implementation plan the offeror intends to employ for the project and explanation of how it will support the project requirements that logically leads to the required deliverables.

BD Response: Please see Attachment, "Pyxis Implementation Statement of Standard Services", for details on the Implementation plan.

Describe, in detail, what the Offeror requires of OCFA to ensure the successful implementation of the proposed system. Estimate the number of work hours and number of personnel required from OCFA staff.

BD Response: The number of hours and types of resources required for a successful implementation is dependent on several variables. These variables include the number of products simultaneously being installed, the number of mains, auxiliaries, etc. to be installed, the number of care areas included in the plan, etc. The BD team, as part of our implementation process, will work with you to calculate the number of hours required for installation based on your implementation schedule. This step is known as the resource planning task and has built in logic based on our experiences with client installations. Your equipment assessment will need to be completed and all construction, networking, etc. tasks identified, before your implementation team can complete the resource planning task.

Please see Attachments, "Pyxis ES System Implementation Planning Guide".

Discuss the training/education that the Offeror shall provide to OCFA. Include the methods (e.g. online, on-site, webcast, self-paced online courses, etc.) by which training will be provided.

BD Response: BD has developed a comprehensive on-line training and education plan for our customers to learn about Pyxis™ systems. This includes web-based self-paced courses for the Pyxis™ product System Managers, station tutorials for select Pyxis™ products for end users for continuous learning after the installation.

The BD Implementation Team works with the customer team (Pharmacy, Nursing, Materials Management and Nursing Education) to develop a training plan during the Planning stage of the project. The training tools are identified based on decisions made in the Facility Design meetings. BD provides competency checklists templates that may be modified according to your facility design decisions. These checklists are available to the customer to assist tracking training completion and comprehension.

The customer identifies 1-2 super users per unit/per shift to be trained by a BD Resource. Sessions are approximately 45 minutes each. This time could vary based on the complexity of design decisions for your facility. The super users conduct training for the end users and are a resource during Go-Live and for new hires. Training should be scheduled to occur within two weeks of your Go-Live.

The length of training for your facility is dependent on availability of training equipment, volume of nurses, and super-user availability. These topics are discussed during the training development meeting in the Planning stage of the project.

For additional details, please see Attachments, “Pyxis Implementation Statement of Standard Services” document.

SERVICE PLAN/TECHNICAL SUPPORT

Describe proposed service plan including 24-hour phone & field service support

BD Response: After the limited 90-day warranty has expired, customer must contract for a support plan in order to guarantee support for your Pyxis system. With the support plan, we will provide services necessary to keep the Pyxis products and BD side of any interfaces properly performing in accordance with the material specifications of the applicable user manuals.

We have 3 tiers of support, Comprehensive, Enhanced, and Premier and the details are below of the different program offerings:

Included in all tiers- Comprehensive, Enhanced, and Premier:

- **Guaranteed Response Time (GRT):** For any on-site service and support, a Field Service representative will arrive onsite within the guaranteed response time to begin service and repair your BD Pyxis™ products. (Comprehensive: 24hr, Enhanced: 8hr, Premier: 6hr)
- **Preventative Maintenance:** Field service representatives to perform preventative maintenance of Pyxis products in accordance with BD’s recommended maintenance schedule.
- **Equipment Relocation:** Relocation of BD Pyxis™ products to another facility within a one hundred (100) miles radius.
- **Replacement Parts:** Field service representatives to adjust and replace non-consumable parts that are not properly performing for any reason other than external cause.
- **Remote Support Services:** Technical team to assist and provide support for implemented BD Pyxis™ products 24 hours a day, seven days a week.
- **Updates and Upgrades:** BD to provide updates and upgrades to maintain Software security and perform operational improvements.
- **Virtual Machine (VM) Deployments:** BD to provide remote database backup and recovery, operating system patches, updates, and security for locally housed database server.
- **Project Management for Upgrades:** Project management services to support and manage project tasks and deliverables for implementing an upgrade
- **Access to Online Learning:** Access to our online learning management system with over 400 web-based education modules with simulations, assessments and webinars.
- **Access to Knowledge Portal:** Access to our web-based application that offers retrospective device level usage data insights and downloadable reports for applicable solutions.
- **Customer Portal:** On-line service portal to access troubleshooting tips, open up a case for non-urgent support and track open issues for status.

In Enhanced and Premier Only:

- **Equipment Uptime Guarantee:** BD guarantees equipment uptime will not be less than 97% in a calendar month for RSS-enabled equipment.
- **Remote Data Support:** Access to consultants via email for interpretation, review, and consulting of Knowledge Portal data insights and reports.
- **Remote Practice Support:** Access to pharmacy and clinical consultants via email to address questions about the use and functionality of implemented BD Pyxis™ products.
- **Data Driven Performance Assessment:** Extensive analysis of Knowledge Portal data to identify opportunities to maximize safety, pharmacy efficiency, and nursing satisfaction, while minimizing the impact of excess of outdated inventory (1 assessment per year).
- **System Manager Certificate Courses:** Seats to product-specific System Manager Certification courses that cover best practices and guidelines for medication management and clinical workflows (Enhanced: 1 per product per contract, Premier: 1 per product annually).

In Premier Only:

- **Remote Server Migration:** Remote support services, per server deployment, to migrate server to the latest version if required in order to support a Pyxis product release (2 per server deployment).
- **Data Driven Workflow Assessment:** Onsite visit, following the Data Driven Performance Assessment, from a highly qualified consultant to support improvements with further analysis and assessment (1 assessment per year).
- **Data Workshop Courses:** Seats to regionally scheduled Data Workshops that focus on customer specific Knowledge Portal data and recommendations for workflow improvements.
- **Onsite Clinical Consulting:** Onsite visit from a highly qualified consultant to support customer initiatives around pharmacy operations and workflow efficiencies.

Projected response time for reported problems and estimated time-to-site of services representatives where necessary

BD Response: Our BD technical support center is available 24/7/365 to respond immediately to support issues. A BD customer support representative will work with customers to perform initial troubleshooting. Cases may be resolved remotely.

With a contracted service and support plan, we guarantee on-site response time through our comprehensive field service technicians who help increase device uptime and customer peace of mind. Over 300 field technicians are on call 24/7/365 and conveniently located across the country for prompt on-site service and repair of your BD products. They draw upon a proven, optimized operational model to deliver exceptional preventive and reactive maintenance services. With our dedicated team, you can use your technology worry-free as intended.

- Comprehensive: 24 hours
- Enhanced: 8 hours
- Premier: 6 hours

Availability of technical support when troubleshooting issues

BD Response: BD Customer Support is available 24/7/365 through the Technical Support Center to respond immediately to support issues. A BD Customer Support Representative will work with customers to perform initial troubleshooting. Cases may be resolved remotely.

Describe how the relationship between OCFA and Offeror will be managed from an account and technical support perspective

BD Response: BD Customer Support is available 24/7/365 through the Technical Support Center to respond immediately to support issues. The first available BD Customer Support Representative will work directly with customers to perform initial troubleshooting for the specific issue. If additional issues arise, customer will need to contact the Technical Support Center where the first available BD Customer Support Representative will work with the customer to respond immediately to support issues.

If the issue cannot be resolved on the initial call, it will be assigned to a Technical Support Specialist. The assigned Technical Support Specialist will handle all communication with you and has access to resources across CareFusion to resolve your issue. These resources include Customer Advocacy Team, Quality Engineering and Research & Development teams.

The Technical Support Specialist will track the ongoing progress of your case and keep you informed, via status updates and notes that you can view from the Customer Self-Service Portal.

Process for initiating requests

BD Response: BD is committed to resolving your issue quickly and professionally. When you submit your support request via customer self-service or phone, we take a team approach for problem resolution.

- Our Technical Support Representatives gather and/or verify all appropriate technical information to ensure accuracy. This includes, but is not limited to, product information, device serial number and IP addresses. You can locate all this information on the card attached to the device. In addition, you may be asked to provide patient and drug information for patient related problems.
- The Technical Support Representative will attempt to resolve your issue on the initial call. If they determine that an on-site repair is required, they will create a Service Order and dispatch the Field Service Technician (FST). The FST will provide an estimated time of arrival to the specified contact documented in the request. After the FST receives your Service Order, a technician is guaranteed to be on-site within the time specified in your contract. If required per your hospital policies, please be prepared to identify and provide an escort to these technicians upon their arrival to ensure timely service.
- If the issue cannot be resolved on the initial call, it will be assigned to a Technical Support Specialist. The assigned Technical Support Specialist will handle all communication with you and has access to resources across CareFusion to resolve your issue. These resources include Customer Advocacy Team, Quality Engineering and Research & Development teams.
- The Technical Support Specialist will track the ongoing progress of your case and keep you informed, via status updates and notes that you can view from the Customer Self-Service Portal.

Method of contact

BD Response: Customers may submit support requests via customer self-service through our Customer Portal or phone.

WARRANTY

Standard Warranty information

a. Length of standard warranty

BD Response: BD warrants that for a period of 90 days after acceptance of equipment the product will properly perform in accordance with the specifications in the User Guide. If a product does not properly perform in accordance with the specifications in the User Guide, CareFusion (at its option) will promptly repair or replace the product or any portion thereof. Customer will have access to our Technical Support Center for remote support and on-site support will be dispatched if needed. BD will also provide software patches as they are made available.

b. Quality of Warranty (i.e. description, duration, examples of what's covered vs. what's not, etc.)

BD Response: BD warrants that for a period of 90 days after acceptance of equipment the product will properly perform in accordance with the specifications in the User Guide. BD will promptly re-perform any non-conforming services for no charge if Customer provides reasonably prompt written notice.

Process for initiating warranty-related services, turnaround time

BD Response: BD is committed to resolving your issue quickly and professionally. When you submit your support request via customer self-service or phone, we take a team approach for problem resolution.

- Our Technical Support Representatives gather and/or verify all appropriate technical information to ensure accuracy. This includes, but is not limited to, product information, device serial number and IP addresses. You can locate all this information on the card attached to the device. In addition, you may be asked to provide patient and drug information for patient related problems.
- The Technical Support Representative will attempt to resolve your issue on the initial call. If they determine that an on-site repair is required, they will create a Service Order and notify the Field Service Technician (FST). The FST will provide an estimated time of arrival to the specified contact documented in the request. After the FST receives your Service Order, a technician is guaranteed to be on-site within the time specified in your contract. If required per your hospital policies, please be prepared to identify and provide an escort to these technicians upon their arrival to ensure timely service.
- If the issue cannot be resolved on the initial call, it will be assigned to a Technical Support Specialist. The assigned Technical Support Specialist will handle all communication with you and has access to resources across CareFusion to resolve your issue. These resources include Customer Advocacy Team, Quality Engineering and Research & Development teams.
- The Technical Support Specialist will track the ongoing progress of your case and keep you informed, via status updates and notes that you can view from the Customer Self-Service Portal.

We cannot measure "resolution time" as they apply to system performance, as there are numerous variables that may have an impact on response times. If a Pyxis system is not performing at a "reasonable" response, we would encourage our customers to call our Technical Support Center and open a service ticket. The Technical Support Center Representatives will gladly assistance in determining whether or not the affected Pyxis device is performing in accordance with its established specifications and if not, will ensure that the problem is resolved as quickly as possible.

Repair/Replacement Program

a. Repair procedures and the process for initiating repair requests

BD Response: The Technical Support Representative will attempt to resolve your issue on the initial call. If they determine that an on-site repair is required, they will create a Service Order and dispatch the Field Service Technician (FST). The FST will provide an estimated time of arrival to the specified contact documented in the request. After the FST receives your Service Order, a technician is guaranteed to be on-site within the time specified in your contract. If required per your hospital policies, please be prepared to identify and provide an escort to these technicians upon their arrival to ensure timely service.

b. On-site service response times

BD Response: With a contracted service and support plan, we guarantee on-site response time dependent upon your contract service and support plan. Our comprehensive field services help increase device uptime and customer peace of mind. Over 300 field technicians are on call 24/7/365 and conveniently located across the country for prompt on-site service and repair of your BD products. They draw upon a proven, optimized operational model to deliver exceptional preventive and reactive maintenance services. With our dedicated team, you can use your technology worry-free as intended.

- Comprehensive: 24 hours
- Enhanced: 8 hours
- Premier: 6 hours

c. Turnaround time for repairs

BD Response: Please see above.

TECHNICAL SPECIFICATIONS

1. Provide the manufacturers build sheet detailing compliance with the technical specifications of the AMDS as described in Section II: Scope of Work.

BD Response: BD is not familiar with the term, “build sheet”. However, please see the following documentation in our Attachments section:

- Pyxis MedStation ES Specifications Guide
- BD Pyxis ES System 1.6 Product Security Whitepaper
- BD Pyxis Supply Technologies Safety Guide (includes Pyxis MedStations)

2. Provide the different options in terms of sizes, capacities, and specialty features for each ADS model that meets the technical specification requirements.

BD Response:

1) MESR2B--0H--0N2U0M0B0V MEDSTATION, ES, MAIN,2DR:

Dimensions:

27.8” h x 22.8” w x 27” d

Drawer Capacities:

Drawer Type	Max Capacity	Avg Capacity
Matrix	48	35
Half Height CUBIE	60	45
Total Capacity	108	80

2) MESR6B--0H--0N6U0M0B0V MEDSTATION, ES, MAIN,6DR:

Dimensions:

55” h x 22.8” w x 27” d

Drawer Capacities:

Drawer Type	Max Capacity	Avg Capacity
Matrix	48	35
Half Height CUBIE	60	45
Half Height CUBIE	60	45
Half Height CUBIE	60	45
Full Height CUBIE	25	15
Half Height CUBIE	60	45
Total Capacity	313	230

111-215 CHSAFE, V9.X, DBL IM, BIO, SL to include the following:

- a. Dimensions:

79.5” h x 52” w x 28” d

- b. Doors/Drawers:

7 doors, 1 E-Drawer v 9.0

3. Describe how the system allows for allocation tracking between the various storage systems.

BD Response: All transactions conducted at the ADS are communicated to the ES server and are reportable. With Pyxis Medstation and CII Safe, controlled substance messages are tracked between the two systems. For example, when a controlled substance is unloaded or destocked from a Medstation, the CII Safe system expects that item to be returned. If it is not returned there is a variance.

4. Describe the customizability and configurability of different drawer sizes to accommodate different sized medications and/or equipment.

BD Response: The Pyxis ES is designed to meet the medication management needs and requirement of various locations within a health system and its facilities. With Pyxis MedStation ES, multiple cabinet sizes are available, from smaller 2-drawer mains for low-inventory areas up to a 6-drawer main with multiple connected drawer and tower auxiliary units and refrigerated locations for those care areas with higher inventory requirements.

Devices can be configured with several storage space options to meet medication security and storage requirements. Drawers and tower binds are modular and interchangeable. Pocket sizes can be easily changed and configured to meet changes in formulary. This flexibility is very important, as care areas security and storage needs frequently change in accordance with the patient population. Several configurable storage space types are available including Pyxis MiniDrawers, Half-height and full-height Pyxis CUBIE Drawers, Flexible Matrix Drawer and Bin trays available in various sizes for medication storage in tower units. Pyxis ES includes a specific option for procedural areas with the Pyxis Anesthesia ES. This device is designed specifically for the medication needs of the Operating Room or procedural setting, with unique inventory access and workflow options for Anesthesia providers.

In the Pharmacy, BD offers the Pyxis CII Safe for secure storage of narcotics according to appropriate state and regional guidance requirements.

5. Please explain the security features and authentication processes for users to access the ADS machines.

BD Response: BD Medstations have the option for two-factor login for users to access the device. The hospital system administrator will define the type of user access to the ADC based on user roles and permissions.

Options for log in include:

Scan user id/ type password

Scan user id/bio id

Type user id/ password for Bio-id exempt users

BD Pyxis ES System can also integrate with Orange County Fire Authority Active Directory to manage user access.

6. Describe how an administrator can perform administrative functions such as check inventories, run reports, etc. Is this only accessible via a hard primary console or can this also be achieved via remote access or on a web-based interface?

BD Response: All system management functions can be centrally accessed via the BD Pyxis™ Enterprise Server. With full web accessibility – based on permissions and with client IT protocols, of course – there are no software or license requirements.

7. In the event of network failure, will full end-user functionality be maintained (paramedics will still be able to log in, retrieve/return medications, etc.) and is there a local event log that continues to monitor activity?

BD Response: In the event of a network failure, each individual point-of-use device will continue to operate independently and log all transactional activity that occurs locally. When the network is brought back online and a communication between the Pyxis™ Enterprise Server is restored, devices will transmit all data held since the event to the server.

8. Does the device provide single unit dispensing options?

BD Response: Yes. Pyxis™ MiniDrawers in single-dose mode support single unit dispensing. The MiniDrawer tray steps out one pocket at a time so that only one dose is dispensed; never exposing more than the requested quantity. This operating mode can be used with any Pyxis MiniDrawer configuration.

9. Is there any ability to integrate and exchange data with external systems utilizing an API code set or supported database integration? Specifically, is there the ability to exchange data between known electronic prehospital care report software (e.g. ImageTrend Elite)?

BD Response: Pyxis ES Enterprise-wide integration exceeds the needs of advanced healthcare enterprise information technology departments. Providing true integration with hospital information systems, enterprise-wide integration helps support every stage of growth along a health system's long term strategic plan.

Manage one user database – Robust Active Directory capabilities allow centralized user management for the entire health system or single hospital. Pharmacy no longer needs to manage lost passwords, employee terminations, or new hires in the Pyxis Enterprise Server. Pharmacy is able to focus on managing user privileges within the Pyxis Enterprise Server.

- Manage one formulary through true integration with the Pharmacy Information System (PIS).
- Manage less hardware with flexible and scalable deployment options – Software-only and VMware ready configurations, as well as server farm integration, are standard capabilities.
- Secure web-based accessibility to the system allows management of the system from any hospital computer.

We can import data and also have the capability to keep information current through our near real-time interfaces with source formulary and user management systems. We offer unparalleled connectivity with every wholesaler and pharmacy profile system to ensure successful integration with your existing IT infrastructure.

We have created over 10,000 custom interface systems including: ADT, Pharmacy, Patient Medication Order, Materials Management Information System, Charting, Web Portals, Wholesalers and Vendors. We are committed to collaborating with any hospital information system vendor to complete your preferred interface. Devices are centrally controlled via the Pyxis Enterprise Server. Our real-time interface with the Pharmacy Information System has the ability to send all inventory related transactions. Our standard interface, included with the Pyxis MedStation ES, sends load and unload transactions that will update the floor stock inventory on the PIS.

10. Does the system have the ability to scan vial-based bar codes or QR codes for inventory or tracking purposes?

BD Response: A barcode scanner is attached to each Medstation to support scan on refill/load, scan on return and scan on remove. These options are configurable. Bar code or QR codes are supported. CII Safe ES has a barcode scanner. The device and formulary items can be configured to require a barcode scan. The system can link, parse, and store barcode information to help verify inventory transactions (e.g. auto restock, dispense, compounding, return, etc.) at the device.

11. What is the expected life of the system?

BD Response: As with all technology-based products there comes a time when technology advancements put critical system component availability at risk. This negatively impacts our ability to ensure delivery of the level of service you and we expect. In light of these facts, and in an effort to support your equipment planning, BD provides customers with advanced notice of our product life cycle plans and offers full support as long as there is a Support Agreement in place.

System enhancements and/or upgrades are planned and developed in response to identified needs,

and as such do not follow a prescribed timeline. BD will provide full support for all products in specific configurations for the term of any/all contracts, and customers will be provided with timely notification of any planned "End of Life" events associated with same.

- 12.** Provide the Manufacturer, brand, model, and manufacturer's part numbers for any accessories included with the purchase of the equipment. Attach product information materials describing the included accessories.

BD Response: Please see attached quote.

- 13.** Provide the Manufacturer, brand, model, and manufacturer part numbers for any additional accessories which are available and/or recommended for purchase. Attach product information materials describing the additional accessories.

BD Response: BD is proposing an All-inclusive solution. The only additional material are consumables, i.e., printer transaction paper.

- 14.** Technical data describing the AMDS and Storage Vault shall be submitted. Included this with should be a user's guide, maintenance manual, interface control document to interface with the machine to retrieve vial storage information, mechanical specifications, electrical specifications, and interface specifications.

BD Response: Please see the following documentation in our Attachments section:

- Pyxis MedStation ES Specifications Guide
- BD Pyxis ES System 1.6 Product Security Whitepaper
- BD Pyxis Supply Technologies Safety Guide (includes Pyxis MedStations)

Maintenance manuals are not provided to customers, as BD provides service and support as part of the contract package through the BD Technical Support Center and Field Service technicians.

EXHIBIT "B"

Pricing

All pricing shall be firm, and include all insurance, warranty, and transportation costs, unless otherwise specified herein. The Contractor certifies that the pricing offered is no higher than the lowest price Contractor charges other agencies for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the Goods or Services described in Exhibit "A" will apply to any undelivered balance. The Contractor shall promptly notify OCFA of such price reductions.

Price escalation will only be granted during the 90 day period prior to each annual anniversary of the contract effective date. The Contractor may submit a written request that OCFA increase the prices for an amount for no more than the twelve month change for the month of January in the Producer Price Index for Medical Equipment & Supplies Manufacturing - Industry Code 3391, as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>).

Approval for contract price escalation shall only be granted based on the Producer Price Index (PPI) and/or historic price/cost data supplied by Contractor that clearly and convincingly is verifiable and shows a cost that reflects the same gross profit percent as the base pricing. The Contractor's profit margin shall not be increased during the term of this agreement nor during the term of any renewals or extensions granted. The OCFA shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the Purchasing Manager.



REQUEST FOR BEST AND FINAL OFFER
RFP JA2567 – Automated Medication Dispensing System

DATE BEST AND FINAL OFFER REQUESTED: March 9, 2023
DUE DATE FOR BEST AND FINAL OFFER: March 15, 2023 at 5:00PM

Carefusion Solutions, LLC

andrew.walker@bd.com

Dear Andrew Walker,

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

CareFusion Solutions is invited to submit its BAFO for consideration in the award determination process. Best and Final Offers must be received no later than **5:00 P.M. March 15, 2023**. The BAFO may be submitted by email.

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

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

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

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

Best Regards,

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

James Aguila
Assistant Purchasing Agent

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

Signature of Person Authorized to Sign

Matthew Geis
Printed Name

March 29, 2023

Date

BD-Contracts Manager
Title

BEST AND FINAL OFFER PRICING

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

				1. Original Proposal Pricing		2. Best and Final Offer Pricing	
Item	Description	UoM	Qty	Unit Price	Ext. Total	Unit Price	Ext. Total
1	AMDS BD Pyxis Medstation, ES, Main, 2 DR/ 323	Each	11	\$12,983.00	\$142,813.00	\$12,983.00	\$142,813.00
2	STORAGE VAULT BD Pyxis, Medstation, ES, Main, DR / 323	Each	1	\$28,343.00	\$28,343	\$28,344.00	\$28,344.00
3	Pyxis ES IT Infrastructure	Each	1	\$20,924.00	\$20,924.00	\$20,923.00	\$20,923.00
4	Dispensing Freight Fee	Each	1	\$2,250.00	\$2,250.00	\$2,500.00	\$2,500.00
5	Installation Cost for all Equipment	Lump Sum	1	\$0.00	\$0.00	\$0.00	\$0.00
6	On-Site Training Cost for all Equipment	Lump Sum	1	\$0.00	\$0.00	\$0.00	\$0.00
7	Service Plan w/ 24 Hour Support*	Annual	1	\$20,304.00	\$20,304.00	\$20,304.00	\$20,304.00
Total					\$214,634.00	Total	\$214,884.00

*Annual support pricing is subject to annual increases

OPTIONAL PRICING INFORMATION

Please provide pricing for the following

1	Internal Narcotic Return Bin	Each	1	Price included for 2dr or 6dr config
2	Single Unit Dispensing w/ cubie drawers	Each	1	Price included for 2dr or 6dr config

BEST AND FINAL OFFER**RFP JA2542 FIRE SAFETY EDUCATION TRAILER**

3	CII Safe ES,MAIN,SGL,0 CUBIE BAY	Each	1	\$54,296.00
	CII Safe Monthly Support Fee	Each	1	\$116.00
4	MEDSTATION,ES,MAIN,6DR	Each	1	\$28,344.00
	MEDSTATION,ES,MAIN,6DR Monthly Support Fee	Each	1	\$120.00

Please confirm what the most realistic delivery lead time/implementation would be after award of a purchase order. For your estimate, please assume the earliest date a purchase order could be issued is April 1, 2023.

1. What is the maximum number of days from the date the Purchase Order is awarded until the Equipment is delivered to OCFA?

Around 230 days

2. Provide an estimated timeline for implementation.

If you submitted your PO on 4/15/23, equipment would be delivered in early December with a go live date around January 8th (this timeline would be worse case scenario).

3. Provide an update on integration with ImageTrend.

ImageTrend utilizes HL7 Messaging. We integrate with HL7 messaging with Pyxis ES.

We are very agnostic regarding EMR and can accept HL7 specs. We are working directly with ImageTrend on testing a sample file.



Customer Order

Customer Order Date: 03/14/2023

Customer Order : 1000240332

Customer Information

Sold To:		Ship To:	Bill To		
Legal Name:	ORANGE COUNTY FIRE AUTHORITY		Same as (Circle)	Sold To:	Ship To:
DBA:	ORANGE COUNTY FIRE AUTHORITY	ORANGE COUNTY FIRE AUTHORITY			
Street Address:	1 FIRE AUTHORITY RD	1 FIRE AUTHORITY RD			
City,St.,Zip:	IRVINE, CA 92602-0125	IRVINE, CA 92602-0125			
Customer No.	10046889	10046889			

1. Customer Orders. Effective as of the date of both signatures below ("**Effective Date**") this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements (combined for administrative convenience) for (i) the purchase or acquisition of the Products listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders shall be governed by the latest Master Agreement and Schedule(s) applicable to the Products and Services and in effect between the Parties ("**Master Agreement**"). Notwithstanding the foregoing, if applicable to the Products hereunder, (a) a reference to "**Master Agreement**" will alternately refer to the latest Master Purchase Terms and Conditions or Master Support Terms and Conditions, and (b) Customer Order shall alternately mean "**Purchase Agreement**" or "**Support Agreement**".

2. Configurations. Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?(Please Circle)

Yes	No	Purchase PO#:
		Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.

When complete, additional copies will be sent to the following address:

Name:
Street Address:
City,St.,Zip:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Purchase Customer Order and the separate Support Customer Order.

ORANGE COUNTY FIRE AUTHORITY

Sign:
Print:
Title:

Date:

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287

Sign:
Print:
Title:

Date:

SALES ASSOCIATE:Jeannie Gaerlan
Email: jeannie.gaerlan@bd.com



Sold To: ORANGE COUNTY FIRE AUTHORITY #10046889
Ship To: ORANGE COUNTY FIRE AUTHORITY #10046889

GPO: NOT APPLICABLE

Customer Order
Product Schedule
Customer Order : 1000240332

Product Discounts:
QTY: 15 %
Non-Std Disc %: 54 %
Support Discounts:
QTY: 10 %
Support Level: Comprehensive
Support Term: 36 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 06/22/2023

Current Products				New Products												
		Monthly Rental/ Purchase Fee									Purchase Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
		\$ 0.00	\$ 0.00		137409-01		Viewer Dispensing Subscription		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00		134056-01		CCE Basic Connectivity		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00		1115-00		Pyxis ES IT Infrastructure		SWE	1	\$ 45,002.00	\$ 20,923.00	\$ 20,923.00	\$ 280.00	\$ 252.00	\$ 252.00
		\$ 0.00	\$ 0.00		1116-00		CII Safe ES,MAIN,SGL,0 CUBIE BAY		EXP	1	\$ 119,109.00	\$ 54,296.00	\$ 54,296.00	\$ 129.00	\$ 116.00	\$ 116.00
15016632	MEDSTATION,4000, CONSOLE	\$ 192.00	\$ 354.00	4K100468			RETURN TO CAREFUSION		CNL							
15854024	MEDSTATION4000, MAIN,2DR,T2	\$ 385.00	\$ 122.00	B10FS20	323		MEDSTATION,ES,MAIN,2DR	1	UPK	1	\$ 33,507.00	\$ 12,983.00	\$ 12,983.00	\$ 160.00	\$ 120.00	\$ 120.00
15681393	MEDSTATION4000, MAIN,2DR,T2	\$ 385.00	\$ 119.00	B11FS81	323		MEDSTATION,ES,MAIN,2DR	1	UPK	1	\$ 33,507.00	\$ 12,983.00	\$ 12,983.00	\$ 160.00	\$ 120.00	\$ 120.00
13647205	MEDSTATION4000, MAIN,2DR,T2	\$ 208.00	\$ 372.00	B1FS64	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1	\$ 33,507.00	\$ 12,983.00	\$ 12,983.00	\$ 160.00	\$ 120.00	\$ 120.00
13647206	MEDSTATION4000, MAIN,2DR,T2	\$ 208.00	\$ 372.00	B2FS10	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1	\$ 33,507.00	\$ 12,983.00	\$ 12,983.00	\$ 160.00	\$ 120.00	\$ 120.00
13651621	MEDSTATION4000, MAIN,2DR,T2	\$ 208.00	\$ 372.00	B3FS21	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1	\$ 33,507.00	\$ 12,983.00	\$ 12,983.00	\$ 160.00	\$ 120.00	\$ 120.00
13650640	MEDSTATION4000, MAIN,2DR,T2	\$ 208.00	\$ 372.00	B4FS22	323		MEDSTATION,ES,MAIN,6DR	3	UPU	1	\$ 73,152.00	\$ 28,344.00	\$ 28,344.00	\$ 160.00	\$ 120.00	\$ 120.00
13650643	MEDSTATION4000, MAIN,2DR,T2	\$ 208.00	\$ 372.00	B5FS6	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1	\$ 33,507.00	\$ 12,983.00	\$ 12,983.00	\$ 160.00	\$ 120.00	\$ 120.00
13650642	MEDSTATION4000, MAIN,2DR,T2	\$ 208.00	\$ 372.00	B6FS29	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1	\$ 33,507.00	\$ 12,983.00	\$ 12,983.00	\$ 160.00	\$ 120.00	\$ 120.00
13647524	MEDSTATION4000, MAIN,2DR,T2	\$ 208.00	\$ 372.00	B7FS45	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1	\$ 33,507.00	\$ 12,983.00	\$ 12,983.00	\$ 160.00	\$ 120.00	\$ 120.00
13647204	MEDSTATION4000, MAIN,2DR,T2	\$ 208.00	\$ 372.00	B8FS61	323		MEDSTATION,ES,MAIN,6DR	3	UPU	1	\$ 73,152.00	\$ 28,344.00	\$ 28,344.00	\$ 160.00	\$ 120.00	\$ 120.00
13642233	MEDSTATION4000, MAIN,2DR,T2	\$ 208.00	\$ 372.00	B9FS74	323		MEDSTATION,ES,MAIN,6DR	3	UPU	1	\$ 73,152.00	\$ 28,344.00	\$ 28,344.00	\$ 160.00	\$ 120.00	\$ 120.00
13651623	MEDSTATION4000, MAIN,5DR,BIN,T2	\$ 358.00	\$ 372.00	EMSVault			RETURN TO CAREFUSION	6	CNL							
42721039	Hosted Data services OPT IN	\$ 0.01	\$ 0.00	KNOWLEDGE PORTAL	136607-01		Hosted Data Services OPT IN		SWR	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Customer Initials: _____



Sold To: ORANGE COUNTY FIRE AUTHORITY #10046889
Ship To: ORANGE COUNTY FIRE AUTHORITY #10046889

GPO: NOT APPLICABLE

Customer Order
Product Schedule
Customer Order : 1000240332

Support Level: Comprehensive
Support Term: 36 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 06/22/2023																
Current Products				New Products												
		Monthly Rental/ Purchase Fee									Purchase Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
		\$ 3,192.01	\$ 4,315.00										\$ 264,115.00			\$ 1,688.00

Purchase Fee:	\$ 264,115.00
Total Monthly Support Fee	\$ 1,688.00
One-Time Fees:	\$ 2,500.00

All fees mentioned are in USD



Sold To: ORANGE COUNTY FIRE AUTHORITY #10046889
Ship To: ORANGE COUNTY FIRE AUTHORITY #10046889

Customer Order
Product Schedule
Customer Order : 1000240332

Shipping/Install products

Product ID	Product Description	Product Net Price
139401-01	Dispensing Freight Fee	\$ 2,500.00
Total:		\$ 2,500.00

Customer Initials: _____

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 Professional Liability/Technology 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.

C2.1.1 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.

C2.1.2 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.

C2.1.3 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.

C2.1.4 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.

C2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. If a general aggregate limit applies, the general aggregate limit shall be no less than two million dollars (\$2,000,000.00). Coverage for products and completed operations is required with limits no less than two million dollars (\$2,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

C2.3 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.

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.

C2.4.1 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.

C2.4.2 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.

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.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 25, 2023

Agenda Item No. 2G
Consent Calendar

**Increase Blanket Order Contract for Detroit Diesel Engine
Maintenance and Repair Services**

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Kevin Berghaus, Fleet Services
Division Manager/Logistics Department

kevinberghaus@ocfa.org

714.573.6651

Summary

This agenda item is submitted for approval of an increase to the Harbor Diesel and Equipment, Inc. blanket order for Detroit Diesel engine parts and repair services due to increased contract utilization during the solicitation process for replacement agreements.

Prior Board/Committee Action

Not Applicable

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to increase the blanket order contract amount with Harbor Diesel and Equipment by \$152,543 to a total not to exceed \$352,543 for the contract period ended April 2023.

Impact to Cities/County

Not Applicable

Fiscal Impact

Funding is included in the FY 2022/23 General Fund Fleet Services Division budget. The recommended action will increase the contract spending authority.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

Fleet Services is responsible for the servicing, repair, and fueling of the OFCA fleet of over 600 fire engine/ladder truck apparatus and light duty vehicles, and approximately 100 mechanical equipment assets.

On September 18, 2017, Invitation for Bid (IFB) JA2224 was issued and sent to 384 registered vendors on PlanetBids with the intent to solicit bids from qualified vendors to provide as-needed parts and repair services for Detroit Diesel engines. Bids were due October 12, 2017 and Harbor Diesel and Equipment Inc. was awarded a Parts and Repair Services Agreement as a result of this solicitation.

Current Request

On February 9, 2023 staff issued IFB JA2601 for Detroit Diesel engine parts and repair services to establish replacement agreements for these services. Staff also extended the term date of the prior Harbor Diesel agreement under administrative authority to facilitate any repairs that may be required during the competitive procurement process. The IFB resulted in the award of agreements to three vendors for the required parts and services based on pricing, and to facilitate the logistical needs of the department. During the solicitation process, however, required repairs exceeded the available remaining balance of the extended BO. This resulted from OCFA's need to utilize older vehicles due for replacement but held in service during the lead time for delivery of ordered vehicles, which is now up to two years. Specifically, the repairs to be covered under the requested blanket order increase are for a group of vehicles that average 16 years in age and over 146,000 miles, compared to OCFA's standard anticipated vehicle service life of 10 years or 120,000 miles.

Recommendation

Executive Committee approval is required for maintenance service contracts in excess of \$200,000 per year, as defined in the Roles & Responsibilities Matrix. Although this contract includes the purchase of both commodity parts and repair services, the stricter administrative threshold for services is utilized when applying limits to administrative increases to contract spending authority. Therefore, staff recommends approval and authorization for the Purchasing Manager to increase the blanket order with Harbor Diesel for the contract period ended April, 2023 to an amount not to exceed \$352,543. Future needs for Detroit Diesel engine parts and repair services will utilize the new agreements established as a result of the February IFB solicitation process.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 25, 2023

Agenda Item No. 2H
Consent Calendar

**Contract Renewal for Special Counsel:
Professional Labor Negotiation Services**

Contact(s) for Further Information

Stephanie Holloman, Assistant Chief
Human Resources Department

stephanieholloman@ocfa.org

714.573.6353

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Summary

This item is submitted for approval to renew the previously approved Professional Services Agreement for special counsel Professional Labor Negotiation Services provided by Peter Brown of Liebert Cassidy Whitmore (LCW).

Prior Board/Committee Action

At the May 25, 2017 Board of Directors meeting, a contract with Peter Brown/LCW was approved for a three-year term not to exceed \$100,000 per year.

At the June 28, 2018 Executive Committee meeting, the contract was increased to \$125,000 per year, for the remainder of the three-year term (through June 30, 2020).

At the March 26, 2020 Executive Committee meeting, the contract was renewed for a three-year term (July 1, 2020 to June 30, 2023), at an annual amount not-to-exceed \$125,000.

RECOMMENDED ACTION(S)

Authorize the Purchasing Manager to extend the previously approved Professional Services Agreement with Peter Brown, Liebert Cassidy Whitmore, for professional labor negotiation services for a three year term through June 30, 2026, plus two optional one-year renewals, at an annual amount not to exceed \$125,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is included annual in the Executive Management Department budget.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

Contract Award

In accordance with the Amended OCFA Joint Powers Agreement which states that “the Board shall appoint general counsel and special counsel to the Authority to serve as necessary”, along

with Section 1-19 of OCFA Procurement Ordinance 009, the OCFA has continued to utilize Liebert Cassidy Whitmore for special counsel Labor Negotiation services since December 2013. In 2017, a new Professional Services Agreement was entered into reflecting Board direction to re-negotiate billing terms related to travel time. Under the governing provisions cited above, the selection/appointment of general counsel and/or special counsel is approved by the Board of Directors, and subsequent contract renewals are approved by the Executive Committee.

Current Request

Since 2013, Mr. Brown has negotiated multiple memorandums of understanding (MOUs) with the Fire Authority's four labor groups:

- One-year MOU (Nov. 2014 - Oct. 2015) with the Orange County Professional Firefighters Association Local 3631 (OCPFA)
- Three-year MOU (Dec. 2014 - Dec. 2017) with the Orange County Employees Association (OCEA)
- Three-year MOU (June 2015 - June 2018) with the OCFA Management Association (OCFAMA)
- Four-year MOU (July 2016 - June 2020) with the OCFA Chief Officers' Association (COA)
- Four-year MOU (Sept. 2016 – Aug. 2020) with OCPFA
- Five-year Firefighter Healthcare Agreement (2017 – 2021) with the OCPFA
- Three-year MOU (June 2018 - June 2021) with the OCFAMA
- Three-year MOU (Aug. 2018 - Aug. 2021) with the OCEA
- Three-year MOU (July 2020 – June 2023) with COA
- One-year MOU (June 2022 – June 2023) with OCFAMA
- Four-year MOU (March 2023 – March 2027) with OCPFA
- Three-year Firefighter Healthcare Agreement (January 2023 – June 2026)
- Four-year MOU (August 2021 – April 2027) with OCEA

Mr. Brown remains very responsive to OCFA's needs for labor negotiation services, and he is currently engaged in negotiating successor MOUs between OCFA and OCFAMA, and COA. Mr. Brown's tenure as OCFA's lead negotiator has proven to be an invaluable asset during negotiations given his knowledge of the historical significance of past contract language formation and longstanding working relationship. In addition, staff consults with Mr. Brown during the interim periods between MOUs for guidance on matters of language interpretations, as they pertain to grievance resolutions.

Staff is recommending approval to renew our Professional Services Agreement with Mr. Brown.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 25, 2023

Agenda Item No. 2I
Consent Calendar

Award of Contract for Copier Replacement – RFP RO2598

Contact(s) for Further Information

Robert Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Joel Brodowski, IT Division Manager
Logistics Department

joelbrodowski@ocfa.org

714.573.6421

Summary

This agenda item is submitted for approval to award a five-year agreement for the lease of copiers/multifunctional devices (MFD) to UBEO West, LLC.

Prior Board/Committee Action

On March 24, 2022, the Executive Committee approved an extension of the current SEMA dba Cell Business Equipment (CBE) contract while a Request for Proposal (RFP) process was being completed to select new equipment.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to issue a blanket order for a five-year term to lease multifunctional devices (MFD) units with UBEO West, LLC based on the pricing provided in the Best and Final Offer (BAFO) for an annual contract amount not to exceed \$120,000 (\$600,000 aggregate).
2. Approve and authorize the Purchasing Manager to extend the previously approved lease for Sharp copiers/MFDs with CBE on a month-to-month basis to provide time for transition to the new service provider for an amount not to exceed \$80,000.

Impact to Cities/County

None.

Fiscal Impact

Funding for this contract is included in the FY 22/23 Finance Division Budget. Funding for future years will be provided in future operating budgets.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

On February 2, 2023 staff issued RFP RO2598 for agency-wide copier/MFD replacement and managed print services. Upon completion of the proposal evaluation, interviews, and request for Best and Final Offer (BAFO), UBEO West, LLC was the number one ranked firm in the RFP process. Throughout the contract period, any additional devices added to the fleet will be at the negotiated BAFO pricing.

Request for Proposals (RFP) Process

On February 2, 2023 RFP RO2598 was issued and sent to 112 vendors to solicit proposals for an OCFA-wide contract encompassing copier/ MFD equipment with supplies and service support. On February 16, 2023, the proposal due date, ten proposals were received.

Evaluation

An evaluation team consisting of three staff members, evaluated the written proposals. Each proposal was evaluated based on the following weighted criteria as defined in the RFP: Method of Approach (35), Technical Abilities (20), Qualifications and Experience (20), and Pricing (25). After an evaluation of all written proposals, UBEO West, LLC was ranked the highest overall.

Scoring

Final evaluation scores resulted in UBEO West, LLC as the number one ranked vendor overall and provided competitive pricing. Evaluation rankings are shown below:

Vendor Name	Overall Ranking
UBEO Business Services	1
Canon Solutions America Inc	2
CBE Office Solutions	3
Toshiba Business Solutions	3
Pacific Office Automation	5
Konica Minolta Business Solutions U.S.A., Inc.	6
Advanced Imaging Solutions	7
Technic Business Solutions	8
C3 Office Solutions	9
Xerox	10

Best and Final Offer (BAFO)

In order to provide OCFA additional information regarding Fax hardware and software, lead times, additional software, and pricing consideration, a Best and Final Offer was requested from UBEO. UBEO submitted their BAFO dated April 19, 2023 providing the option of Fax hardware removal with the addition of Fax software to maintain Fax capability and at a lower than originally proposed price.

OCFA staff reviewed the specifications for the alternative options and determined that it would meet OCFA department needs and accepted the alternative options.

Conclusion and Recommendation for Award

Based upon the evaluation results, staff is recommending the award of contract to UBEO West, LLC. in the amount of \$120,000 annually (\$600,000 for the total five-year term).

Staff also recommend approval to extend the lease agreement with CBE for the copier equipment currently in use for six additional months at an amount not to exceed \$80,000 with the option to cancel with 30 days' notice. The transition to the new equipment is anticipated to take approximately four months, however staff is requesting approval for up to six months to allow for flexibility in the timing needed to transition to the new equipment.

Attachment(s)

Proposed Professional Services Agreement

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 25th day of May, 2023, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and UBEO West, LLC, a California Limited Liability Company, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm for copier/multifunction device leasing services as requested in RFP RO2598, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated February 6, 2023, 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 RO2598, dated February 2, 2023 ("RFP"), (2) Firm's Proposal, as modified by Firm's Best and Final Offer dated April 19, 2023, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All

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

1.2 Compliance with Law

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

1.3 Licenses and Permits

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

1.4 Familiarity with Work

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

1.5 Care of Work

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

1.6 Additional Services

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Purchasing Manager.

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the Firm's Best and Final Offer dated April 19, 2023 set forth in Exhibit "A," in an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000) annually.

3.2 Method of Payment

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

3.3 Changes

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

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

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

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

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

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 Term

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of OCFA, the Agreement may be extended for up to four additional one-year renewal terms.

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: Brett Edmonson, Sales Manager

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

5.2 Contract Officer

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

5.3 Prohibition Against Subcontracting or Assignment

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

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

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

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

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

5.4 Independent Contractor

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

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

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

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

5.6 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

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

6.2 Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

6.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

6.2.1.2 If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

6.2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

6.2.1.4 Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per

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

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

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

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

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

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the

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

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

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

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

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

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

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

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

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

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

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

6.6 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

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

6.7.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

6.7.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

6.9 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

6.10 Insurance for Subconsultants. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

6.11 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

6.11.1 Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

6.11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

6.11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

6.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

6.11.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

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

6.12 Indemnification.

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

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

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

7. RECORDS AND REPORTS

7.1 Reports

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

7.2 Records

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

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

7.3 Ownership of Documents

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

7.4 Release of Documents

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

7.5 Confidential Materials

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

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

8.2 Waiver

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

8.3 Rights and Remedies are Cumulative

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

8.4 Legal Action

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

8.5 Termination Prior to Expiration of Term

OCFA reserves the right to terminate this Agreement at any time, with 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 cause, upon thirty (30) days written notice to OCFA.

8.6 Termination for Default of Firm

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

OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

10.2 Notice

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority

WITH COPY TO:

Attention: Sara Kennedy
1 Fire Authority Road
Irvine, CA 92602

David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Firm:

UBEO West, LLC
Attention: Derek Valenzuela
3131 Esplanade
Chico, CA 95973

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 Division Manager

APPROVED AS TO FORM.

ATTEST:

By: David Kendig
DAVID E. KENDIG
GENERAL COUNSEL

Maria D. Huizar
Clerk of the Board

Date: May 17, 2023

"FIRM"

UBEO WEST, LLC

Date: 4/21/2023

DocuSigned by:
Richard Whitlock
F8242E7A124D40E
By: _____
Richard Whitlock
President, West Region

Date: 4/21/2023

DocuSigned by:
Brett Edmondson
8893481027AE40D...
By: _____
Brett Edmondson
Sales Manager

EXHIBIT "A"

Refer to Exhibit 2 of the Staff Report for the "Response for Proposal" to be attached to Contract

PRICING SCHEDULE A SUMMARY PRICING FORM

Proposing Vendor Company Name:

UBEO Business Services

PRICING SCHEDULE A	
Copier/MFD Lease Costs, Software, Licensing, Miscellaneous Elements and Professional Services Cost	\$ 586,623.00
Projected 60-Month Copier/MFD Monochrome Volume	5,307,998
60-Month Copier/MFD Monochrome Service & Supply Cost	\$25,970.00
Net Effective All-Inclusive Monochrome Cost-Per-Impression	\$ 0.1154
Projected 60-Month Copier/MFD Color Volume	7,369,610
60-Month Copier/MFD Color Service & Supply Costs	\$ 0.05

**PRICING SCHEDULE B
COPIER/MULTIFUNCTIONAL DEVICE (MFD) PRICING FORM**

Proposing Vendor Company Name:

UBEO Business Services

Option 1 pricing based on removal of termination without cause language from PSA

Please Mark One Of The Items Below With an X:

☒

This is a Primary Proposal

☐

This is an Alternate Proposal

Please list below the Quantity, Brand, and Model numbers of the proposed Segment 1 through 5 Copier/MFDs (please also list all accessories [e.g., finisher, RADF, paper feeding cabinet] necessary for each model to comply with the equipment specification requirements of Sections 3.1 through 3.4 of the RFP):

	Quantity	Brand	Model	Accessories
Segment 1 Color:	86	Canon	X MF1538C	None required to meet specifications
Segment 3 Color:	51	Canon	ADVANCE DX C3835i	Cassette Feeding Unit-AW1, Inner Finisher-L1, Inner 2/3 Hole Puncher-D1
Segment 4 Color:	1	Canon	ADVANCE DX C5860i	High Capacity Cassette Feeding Unit-C1, Staple Finisher-AB2, Buffer Pass Unit-P2, 2/3 Hole Puncher-A1
Segment 5 Color:	1	Canon	IP Lite C270	Booklet Finisher-AG1, Puncher Unit-BS1, Document Insertion Unit-R1, Multi Function Professional Puncher-C1, imagePRESS M20

Mobile Printing Solution:

Brand / Version / License Type: Native MFD app. Alternative is PaperCut Mobility Print or email as outlined on pages 6 & 7 of our response. (Latest version is 109.12.0.5682 released in November 2022), OCFA might have older version.

Follow-Me Printing Solution:

Brand / Version / License Type: Keep current PaperCut as outlined on page 6 of our response. (Latest

version is 109.12.0.5682 released in November 2022), OCFA might have older version.

Data Collection Software Solution:

Brand / Version / License Type:

UDCA (EKM Insight) / Version: 5.21.1.34 / Windows app (free)

Note: The above model listing may be modified periodically by the parties during this Contract to reflect mutually agreeable substituted models.

PRICING FACTORS TO INCLUDE IN PRICING SCHEDULE B THROUGH D PRICING:

The following pricing factors must be included in Pricing Schedule B through D pricing: All necessary Segment 1 through 5 hardware specified in RFP Section 2.5 installed at the inception of and during the term of this Contract, firmware, software, data collection software, mobile device printing compatibility, follow-me printing software solution, embedded follow-me printing application (on 22 Segment 3 units and all Segment 4 and 5 units), ID badge readers (on 22 Segment 3 units and all Segment 4 and 5 units), document feeders, finishers, paper drawers, large capacity paper trays, print controllers, card readers, scanning servers (if applicable), analog fax boards (Segment 1 and 3 devices), hole punching (Segment 3, 4 and 5 devices), saddle stitch finishing (Segment 5 units), post-process sheet insertion (Segment 5 units), perfect or GBC/ring binding (Segment 5 units), EFI controller with command workstation and graphic arts package (or equivalent brand; Segment 5 units), all required licensing, all required software, all professional services, LDAP and native Active Directory authentication, finisher/feeder kits, scan/print licenses, PCL and Postscript page description languages, ramp-up training, print drivers, network administration utilities, boards, cards, peripherals, insurance, lease administration fees, return freight charges, grounding, power surge protection devices (line conditioners), 24-hour data overwrite protection, sufficient numbers of technicians to ensure the required uptime/response time provisions of the RFP, emergency service, preventive maintenance service, networking printing and scanning support, parts, consumable parts, supplies, black toner, staples, fuser oil (if applicable), photoconductors, black developer, labor, firmware upgrades, software upgrades, drive time, trip charges, hourly rates, freight, delivery, set-up, installation, order entry fees, ADA compliance, de-installation at Contract completion, hard-drive cleaning/removal at de-installation, property taxes and ongoing training. All pricing must remain firm throughout the term of any Contract resulting from this RFP process.

All Pricing Schedule B through D pricing must be based on compliance with all Section II: Scope of Work requirements, and an estimated combined five-year Contract volume of 5,307,998 (5.3 million) monochrome impressions and 7,369,610 (7.4 million) color impressions to be produced on a combined guaranteed minimum total of one hundred thirty nine (139) combined Segment 1 through 5 Copier/MFDs as specified in Section 2.5 and guaranteed to be installed at the inception of the Contract term as per the installation plan set forth on Pricing Schedule C beginning July 1, 2023 and expiring on June 30, 2028.

Does your firm's Pricing Schedule A through E costs include all pricing factors described above?

☒ X

Yes

☐ No

Emergency service conducted outside regular business hours / days is excluded in pricing.

If no, please list pricing factors not included above. Also, please list any equipment deviations in Exhibit G and any contract deviations in Exhibit B of your company's proposal.

HARDWARE, SERVICE AND SUPPLIES COSTS

PLEASE COMPLETE ITEM (b) BELOW USING WHOLE DOLLAR NUMBERS:

(a)

Total 60-month Contract cost for providing Segment 1 through 5 equipment configured as required in Sections 3.1 through 3.4, financing, accessories, software, licensing, data collection software, professional services, other miscellaneous items and applicable discounts. Note: This item is automatically calculated by adding all Pricing Schedule C elements together.

(b)

\$25,970.00

Total 60-month Contract cost for providing service, parts and supplies (except paper) for an estimated 5.3 million total monochrome impressions during the Contract term.

(d)

GRAND TOTAL Contract cost for providing all Segment 1 through 5 Copier/MFDs as specified in Sections 3.1 through 3.4, financing, accessories, software, licensing, professional services, monochrome service, supplies (except paper), one (1) on-site full-time customer support representative, miscellaneous items and discounts for an estimated 7.5 million total monochrome impressions during the Contract term. Note: This item is automatically calculated to equal the sum total of the three previous line items.

PLEASE VERIFY THE FOLLOWING PER-IMPRESSION COST ELEMENTS (THESE ELEMENTS ARE AUTOMATICALLY CALCULATED TO THE FOURTH DECIMAL POINT BASED UPON THE CORRESPONDING COSTS REFLECTED IN ITEMS [a], [b] AND [c] ABOVE):

(e)

Per-impression Contract cost for providing Segment 1 through 5 equipment configured as required in Sections 3.1 through 3.4, financing, accessories, software, licensing, data collection software, professional services, other miscellaneous items and applicable discounts (based on an estimated 5.3 million total monochrome impressions during the Contract term). Note: This item is automatically calculated by dividing item (a) above by 5.3 million total monochrome impressions during the Contract term.

(f)

Per-impression monochrome cost for providing service, parts and supplies (except paper) for an estimated 7.5 million total monochrome impressions during the Contract term. Note: This item is automatically calculated by dividing item (b) above by 5.3 million total monochrome impressions during the Contract term.

(h)

GRAND TOTAL per-impression cost for providing all Segment 1 through 5 Copier/MFDs as specified in Sections 3.1 through 3.4, financing, accessories, software, licensing, data collection software, professional services, monochrome service, supplies (except paper), other miscellaneous items and discounts for an estimated 7.5 million total monochrome impressions during the Contract term. Note: This item is automatically calculated to equal the sum of the three previous line items.

COLOR SERVICE & SUPPLY COST-PER-IMPRESSION

THE PER-IMPRESSION COLOR COPY/PRINT SERVICE & SUPPLY CHARGE APPLICABLE TO ALL COLOR-ENABLED COPIER/MFDS IS AS FOLLOWS:

(i)

\$0.0490

(long-hand here)

Per color impression including service, color toners, drums, and developers as applicable for an estimated 7.4 million total color impressions during the Contract term.

Notes: (1) This item covers service, color toners, drums and developers only as applicable. The cost of the equipment should be included in your company's response to item (a) of Pricing Schedule B above. (2) The above-listed service & supply pricing for color copies/prints shall be applicable to future color-enabled products in any Copier/MFD Segment made available to OCFA under this Contract. Monochrome copies/prints produced on color-enabled Copier/MFDs shall be charged at the CPI rate indicated in items (f) and (g) combined above.

RENEWAL CHARGES (UPON EXPIRATION OF THE 60-MONTH INITIAL TERM)

ALL-INCLUSIVE BLENDED RENEWAL COST-PER-IMPRESSION CHARGE APPLICABLE TO SEGMENT 1 THROUGH 5 COPIER/MFDS:

(j)

\$0.0054

(long-hand here)

Per monochrome impression during any renewal period.

(k)

\$0.0540

(long-hand here)

Per color impression during any renewal period.

TYPE OF LEASE/RENTAL PROGRAM BEING PROPOSED

THE TYPE OF LEASE/RENTAL PROGRAM PROPOSED IS AS FOLLOWS:

(l)

Municipal \$1 Buyout Lease

(complete by filling in "In-House [Internal Funding], 'FMV,' '10% Buyout', '\$1 Buyout', 'Rental' or 'Other'")

Canon Financial Services, Inc.

Please list the third party leasing partner(if applicable)

SADDLE-STITCH UPGRADE PRICING

THE ONE-TIME PER-UNIT FLAT-RATE CHARGES APPLICABLE TO ADDING SADDLE-STITCH FINISHING TO SEGMENT 3 THROUGH 5 COPIER/MFDS WITHIN 90 DAYS OF DEVICE INSTALLATION ARE AS FOLLOWS:

(m) **\$2,747.16** PER UNIT - SEGMENT 3 Color Units

(n) **\$2,556.08** PER UNIT - SEGMENT 4 Color Units

*Potential discounts available depending on manufacturer promotions.

ANALOG FAX BOARD UPGRADE PRICING

THE ONE-TIME PER-UNIT FLAT-RATE CHARGES APPLICABLE TO ADDING ANALOG FAX BOARDS TO SEGMENT 1 THROUGH 5 COPIER/MFDS WITHIN 90 DAYS OF DEVICE INSTALLATION ARE AS FOLLOWS:

(o) **\$542.11** PER UNIT - SEGMENT 4 Color Units

(p) **\$542.11** PER UNIT - SEGMENT 5 Color Units

*We recommend xMedius Cloud Fax, not analog faxing. No additional cost to add faxing to MFDs.

MISCELLANEOUS FUNCTIONALITY UPGRADES

THE PERCENTAGE DISCOUNT FOR ADDING HOLE PUNCHING, SADDLE STITCH FINISHING OR ANALOG FAX BOARDS AFTER 90 DAYS FOLLOWING EQUIPMENT INSTALLATION AND/OR FOR ADDING OTHER MISCELLANEOUS EQUIPMENT OPTIONS (SUCH AS PAPER TRAYS, CONSOLE CABINETS AND FINISHERS) AT ANY TIME DURING THE CONTRACT TERM IS AS FOLLOWS:

(q) **40%** discount from the then-in-effect manufacturer's suggested retail price (MSRP) at the time of upgrade.

ALLOTMENT OF STAPLES TO BE INCLUDED

THE TOTAL NUMBER OF STAPLES INCLUDED IN YOUR FIRM'S PRICING SCHEDULE B PRICING IS AS FOLLOWS:

(r) **Unlimited** Staples over the term of the contract are included in Pricing Schedule B pricing based on the estimated volumes for Copier/MFDS as set forth in Sections 3.1 through 3.4

MOVING COPIER/MFDS

PROVIDE THE COSTS, IF ANY, TO MOVE A SEGMENT 1 THROUGH 5 COPIER/MFD AS APPLICABLE BELOW. THESE CHARGES SHALL NOT APPLY DURING THE INITIAL INSTALLATION OF DEVICES OR THE LOAD-BALANCING OF COPIER/MFDS HALFWAY THROUGH THE TERM OF ANY RESULTING CONTRACT. MOVING COPIER/MFDS WILL NOT RESET THE CONTRACT TERMINATION DATE AND ALL COPIER/MFDS WILL STILL HAVE A COMMON TERMINATION DATE.

- (s) **\$0.00** Cost, if any, for a Copier/MFD move in the same building.
- (t) **\$0.00** Cost, if any, for a Copier/MFD move from one building to another.

PRICING SCHEDULE C
COPIER/MFD HARDWARE/SOFTWARE LEASE COSTS

Year	Month Copier/MFD Will Be Installed	Copier/MFD Segment	Monthly Lease Cost Per Unit	Total Count of Copier/MFDs to be Installed	Total Extended Cost	Number of Months Remaining in Contract Term
2016	6/Inception	1C		86		60
2016	6/Inception	3C		51		60
2016	6/Inception	4C		1		60
2016	6/Inception	5C		1		60
Cumulative Unit Count & Total Hardware/Software Costs, Professional Services Fees, Miscellaneous Pricing Elements and any Applicable Discounts:				139		

DATA COLLECTION SOFTWARE SOLUTION MONTHLY COST

THE PROPOSED FLEET DATA COLLECTION SOFTWARE SOLUTION MONTHLY COST IS AS FOLLOWS:

\$0.00 Data collection software solution monthly cost (please use whole dollar amount)

MOBILE PRINTING SOLUTION MONTHLY COST

THE PROPOSED FLEET MOBILE PRINTING SOLUTION MONTHLY COST IS AS FOLLOWS:

\$0.00 Mobile printing solution monthly cost (please use whole dollar amount)

FOLLOW-ME PRINTING SOLUTION MONTHLY COST

THE PROPOSED FLEET FOLLOW-ME PRINTING SOLUTION MONTHLY COST IS AS FOLLOWS:

\$146.10 Follow-me printing solution monthly cost (please use whole dollar amount)

PROFESSIONAL SERVICES AND OTHER MISCELLANEOUS ELEMENTS

THE PROPOSED MONTHLY COST OF ANY PROFESSIONAL SERVICES AND OTHER MISCELLANEOUS PRICING ELEMENTS:

\$128.82 Base monthly cost of professional services and other miscellaneous pricing elements (please use whole dollar amount)

Please provide a brief description of any professional services and other miscellaneous elements proposed:
 24 hours of professional services for configuration and 10 hours post support (34 hours total)

ADDITIONAL MONTHLY PRICING DISCOUNTS

ADDITIONAL MONTHLY PRICING DISCOUNTS (IF APPLICABLE) ARE AS FOLLOWS:

\$0.00 Monthly discounts (please use whole dollar amounts)

PRICING SCHEDULE D
PRICING SCHEDULE FOR ADDING COPIER/MFDs DURING CONTRACT TERM

		Segment 1 Color	Segment 3 Color	Segment 4 Color	Segment 5 Color
Years 1-2 New or Newly Manufactured Equipment		Model Number	Model Number	Model Number	Model Number
Lease Cost Basis Amount:		\$ -	\$ -	\$ -	\$ -
Month/Year	Lease Rate Factor				
Jul-23		\$ -	\$ -	\$ -	\$ -
Aug-23		\$ -	\$ -	\$ -	\$ -
Sep-23		\$ -	\$ -	\$ -	\$ -
Oct-23		\$ -	\$ -	\$ -	\$ -
Nov-23		\$ -	\$ -	\$ -	\$ -
Dec-23		\$ -	\$ -	\$ -	\$ -
Jan-24		\$ -	\$ -	\$ -	\$ -
Feb-24		\$ -	\$ -	\$ -	\$ -
Mar-24		\$ -	\$ -	\$ -	\$ -
Apr-24		\$ -	\$ -	\$ -	\$ -
May-24		\$ -	\$ -	\$ -	\$ -
Jun-24		\$ -	\$ -	\$ -	\$ -
Jul-24		\$ -	\$ -	\$ -	\$ -
Aug-24		\$ -	\$ -	\$ -	\$ -
Sep-24		\$ -	\$ -	\$ -	\$ -
Oct-24		\$ -	\$ -	\$ -	\$ -
Nov-24		\$ -	\$ -	\$ -	\$ -
Dec-24		\$ -	\$ -	\$ -	\$ -
Jan-25		\$ -	\$ -	\$ -	\$ -
Feb-25		\$ -	\$ -	\$ -	\$ -
Mar-25		\$ -	\$ -	\$ -	\$ -
Apr-25		\$ -	\$ -	\$ -	\$ -
May-25		\$ -	\$ -	\$ -	\$ -
Jun-25		\$ -	\$ -	\$ -	\$ -
		Segment 1 Color	Segment 3 Color	Segment 4 Color	Segment 5 Color
Years 3-5 New, Newly Manufactured, Used, Reconditioned or Remanufactured Equipment (Please indicate build status type being proposed next to model number)		Model Number and Build Status	Model Number and Build Status	Model Number and Build Status	Model Number and Build Status
Lease Cost Basis Amount:		\$ -	\$ -	\$ -	\$ -
Month/Year	Lease Rate Factor				
6/18		\$ -	\$ -	\$ -	\$ -
7/18		\$ -	\$ -	\$ -	\$ -
8/18		\$ -	\$ -	\$ -	\$ -
9/18		\$ -	\$ -	\$ -	\$ -
10/18		\$ -	\$ -	\$ -	\$ -
11/18		\$ -	\$ -	\$ -	\$ -
12/18		\$ -	\$ -	\$ -	\$ -
1/19		\$ -	\$ -	\$ -	\$ -
2/19		\$ -	\$ -	\$ -	\$ -
3/19		\$ -	\$ -	\$ -	\$ -
4/19		\$ -	\$ -	\$ -	\$ -
5/19		\$ -	\$ -	\$ -	\$ -
6/19		\$ -	\$ -	\$ -	\$ -
7/19		\$ -	\$ -	\$ -	\$ -
8/19		\$ -	\$ -	\$ -	\$ -
9/19		\$ -	\$ -	\$ -	\$ -
10/19		\$ -	\$ -	\$ -	\$ -

11/19		\$ -	\$ -	\$ -	\$ -
12/19		\$ -	\$ -	\$ -	\$ -
1/20		\$ -	\$ -	\$ -	\$ -
2/20		\$ -	\$ -	\$ -	\$ -
3/20		\$ -	\$ -	\$ -	\$ -
4/20		\$ -	\$ -	\$ -	\$ -
5/20		\$ -	\$ -	\$ -	\$ -
6/20		\$ -	\$ -	\$ -	\$ -
7/20		\$ -	\$ -	\$ -	\$ -
8/20		\$ -	\$ -	\$ -	\$ -
9/20		\$ -	\$ -	\$ -	\$ -
10/20		\$ -	\$ -	\$ -	\$ -
11/20		\$ -	\$ -	\$ -	\$ -
12/20		\$ -	\$ -	\$ -	\$ -
1/21		\$ -	\$ -	\$ -	\$ -
2/21		\$ -	\$ -	\$ -	\$ -
3/21		\$ -	\$ -	\$ -	\$ -
4/21		\$ -	\$ -	\$ -	\$ -
5/21		\$ -	\$ -	\$ -	\$ -

Notes: 1. This schedule shall be used to determine the applicable lease pricing for units installed at contract inception and when adding unplanned Copier/MFDs during the contract term.

2. The above monthly proposed costs applicable to the designated monthly period apply to each unit added for the remainder of the Copier/MFD Facilities Management Program period.

3. No costs, other than service and supply charges, shall be applicable to units added during the initial 60-month Contract term, except those listed here.

4. Per Section 2.4.3 of the RFP, Copier/MFDs added in years 3 through 5 may be installed as used, remanufactured or reconditioned units provided the same or updated equivalent model is installed.

5. The monthly lease costs proposed by the vendor shall include all equipment and accessories required to meet or exceed the product specifications contained in Section 3.1 through Section 3.4.

PRICING SCHEDULE E (Additional Information - Optional) NETWORK PRINTER SERVICE & SUPPORT COSTS

UBEO NOTE: Must be Laser Based Printers. The pricing could be lower depending on models/fleet.

MONOCHROME SERVICE AND SUPPLY COST-PER-IMPRESSION CHARGE FOR NETWORK PRINTERS

NETWORK PRINTER MONOCHROME COST-PER-IMPRESSION SERVICE & SUPPLY PRICING - APPLICABLE TO THE FLEET OF NETWORK PRINTERS:

The blended monochrome cost-per-impression (CPI) service cost to support the existing OCFA Networked Printer fleet shall include, but not be limited to, the following items: All emergency service, preventive maintenance kits, proactive "depot service" replacement of non-functional Monochrome and Color Networked Printers on an overnight replacement basis, networking printing support, parts, black toner cartridges/bottles, PM kits, drum kits (if applicable), labor, firmware upgrades, software upgrades, drive time, trip charges, hourly labor rates within OCFA's standard weekday business hours, and ongoing training. The monochrome cost-per-impression Networked Printer service pricing must remain firm throughout the term of any Contract resulting from this RFP process.

OCFA's blended monochrome cost-per-impression service and supply price (example: \$0.008 or eight-tenths of a cent) for supporting OCFA's existing networked printer fleet (excluding hardware):

\$ 0.0200	(long-hand here)
------------------	------------------

Per monochrome impression including all pricing elements listed above

Note: Monochrome copies/prints produced on color-enabled network printers shall be charged at the monochrome service and supply cost-per-impression rate.

COLOR SERVICE AND SUPPLY COST PER IMPRESSION CHARGE FOR

NETWORK PRINTER COLOR SERVICE AND SUPPLY COST PER-IMPRESSION RATE APPLICABLE TO THE FLEET OF COLOR NETWORK PRINTER MODELS:

\$ 0.1200	(Long Hand Here)
------------------	------------------

Per color impression including service, color toner cartridges, color drum kits, and color PM kits as applicable.

Note: Monochrome copies/prints produced on color-enabled network printers shall be charged at the monochrome service and supply cost-per-impression rate.

RENEWAL CHARGES (UPON EXPIRATION OF THE 60-MONTH INITIAL TERM)

**BLENDED RENEWAL SERVICE/SUPPLY COST-PER-IMPRESSION CHARGE
APPLICABLE TO NETWORK PRINTERS:**

\$0.0200

(long-hand here)

Per monochrome impression during any renewal period including all service and supplies (except paper).

\$0.1200

(long-hand here)

Per color impression during any renewal period including all service, color toner cartridges, drum kits and PM kits as applicable.



REQUEST FOR BEST AND FINAL OFFER

RFP RO2598 – OCFA-WIDE MANAGED PRINT SERVICES

DATE BEST AND FINAL OFFER REQUESTED: APRIL 13, 2023

DUE DATE FOR BEST AND FINAL OFFER: APRIL 19, 2023 AT 5:00 P.M.

UBEO submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA).

As part of the evaluation/negotiation process, the OCFA is exercising the right to request a best and final offer from the top-ranking firm for further evaluation and consideration. The purpose of the Best and Final Offer is to allow both OCFA and the respondent to make any modifications to the terms of the contract before making the final decision in the award.

OCFA would like additional consideration on the following items:

- *During your team's interview, clarification was provided in regard to some of the options available to OCFA in regard to hardware and software. Specifically, OCFA is requesting additional pricing information for the removal of the FAX boards and the addition of optional Uniflow software. Please provide additional information regarding these optional items, any additional services (if needed), and provide a pricing proposal for each option for consideration.*
- *Please provide information in regard to the lease start date.*
- *OCFA expects that equipment will be functional and the lease to begin after July 1, 2023. Please provide information regarding the actual lead times for equipment, and the expected time frame for full operation once a contract has been awarded.*
- *During your team's interview OCFA clarified its intent to award a five-year total contract term (1 year with 4 optional renewals). Your team indicated that additional/alternative language be added into the Pro Forma Professional Services Agreement would be needed for the lower offer amount. Please provide this language for consideration.*

Please complete the attached best and final pricing page and provide a response to the questions. Best and Final Offers must be received by the Orange County Fire Authority - Purchasing Section no later than the deadline specified above. Please submit your response to this request via e-mail to: rothchildong@ocfa.org.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Rothchild Ong", written over a horizontal line.

Rothchild Ong
Assistant Purchasing Agent

BEST AND FINAL PRICING PAGE

Please complete the requested information below and submit via e-mail to: rothchildong@ocfa.org.

DESCRIPTION OF SERVICES	Original Offer	BAFO
Copier/MFD Lease Costs, Software, Licensing, Miscellaneous Elements and Professional Services Cost	\$586,623	\$572,761.20
Projected 60-Month Copier/MFD Monochrome Volume	5,307,998	\$
60-Month Copier/MFD Monochrome Service & Supply Cost	\$25,970	\$25,970.00
Net Effective All-Inclusive Monochrome Cost-Per-Impression	\$.1154	\$.1154
Projected 60-Month Copier/MFD Color Volume	7,369,610	\$
60-Month Copier/MFD Color Service & Supply Costs	\$.05	\$.049
60-Month Grand Total of All Copier/MFD Hardware Leases, Software, Licensing, Miscellaneous Elements, Professional Services, Labor, Service and Supply Costs (Excluding Paper)	\$612,593.05	\$598,731.20
Removal of Fax Boards (Already calculated above)		\$ 231.03/Mo Savings
Uniflow Software Addition (Please see our questions on page 3)		\$TBD
Other: (Please describe)xMedius Cloud Fax (Based on 30 Fax #s) (Excludes usage)		\$538.00/Mo
Total Cost for Project Services as Described:		\$599,269.20

1. Please provide clarification regarding any additional services (if needed) as proposed. (Attach additional pages as necessary.)

Current fax lines estimated @ \$20/Each x 30 lines = \$600/Mo + savings from no fax boards

\$231.03/Mo = total of \$831.03/Mo estimated savings. Additional savings can be realized if

less than 30 of the current fax lines are only used for outbound faxing (not used for incoming).

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby amends the original proposal as indicated in this Best and Final Offer and shall provide online payment processing services with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein. The representations herein are made under penalty of perjury.

UBEO Business Services

Name of Company

5855 Rickenbacker Rd Commerce, CA 90040

Address

DocuSigned by:

Richard Whitlock

4/18/2023

Signature of Person Authorized to Sign

Date

Richard Whitlock

President, West Region

Printed Name

Title



Date: April 19, 2023

UBEO BUSINESS SERVICES BEST AND FINAL RESPONSE TO ORANGE COUNTY FIRE AUTHORITY (OCFA)

UBEO Business Services is pleased to present Orange County Fire Authority (OCFA) with our Best and Final (BAFO) offering. For your consideration, please find revised pricing for fax solution and clarification of services and terms of the agreement. During our review, our team also produced a few additional clarifying questions.

- Our quote for an xMedius Cloud Fax solution is based on 30 fax #s, which is the quantity of fax #s provided by OCFA in their 'Fire Station's Mailing Addresses and Telephone Numbers' file.
 - Could OCFA please specify how many fax #s are used for incoming faxes? If that # is less than 30, we can reduce the quantity of fax numbers, which will in turn reduce the monthly costs even further. (All users will be able to fax out from their computers, mobile devices, and PaperCut or uniFLOW Online enabled MFDs)
- Canon Uniflow Online - This is TBD. Canon offers "uniFLOW Online Express" which comes standard with each device and has only a small set up fee that we would calculate for you. The uniFLOW Online Express version has SOME of the features we discussed in our meeting such as: Badge Login, Send to Myself email, xMedius Fax Server Integration, Secure Print (not follow me), and reporting. To properly provide the revised quote for "uniFLOW Online Print & Scan" (the full version of uniFLOW Online software) could OCFA confirm:
 - How often do users in HQ use authentication at multiple devices to retrieve securely held print jobs today?
 - Or do they always (or primarily) use the same printer to release their jobs?
 - Is the PaperCut Secure Print queue the default printer for all users? If yes, how many jobs are in the PaperCut Secure Print queue at any given moment?

This would help us identify if we would suggest this as an immediate replacement for the current Papercut software we were asked to support in the RFP. Thankfully UBEO supports both

Papercut and uniFLOW with numerous clients. We can utilize either approach once we understand your environment better.

One thing we wanted to make sure we mentioned is how Canon has performed in MFD hardware manufacturing compared to all other brands. They have been awarded the highest honor in the industry (BLI Line of the Year) the last 5 of 7 years (2022, 2020, 2018, 2017, & 2016). Their engineering is 2nd to none, they are consistent with the most reliable, easy to use, serviceable, and productive devices in the market. You are investing in the best of the class, please see the attached 2022 BLI Line of the Year award.

- In response to your next point "lease start date". Based on our meeting, UBEO has no issues with commencement of the new agreement no earlier than July 1st, 2023, to correspond with your new fiscal year.
- In response to "actual lead times" UBEO likes to work back from the start date to current day to provide a clear picture of what to expect. As you are aware, with Covid and the backorders over the past few years manufacturers are just now catching up. Thankfully because of UBEO's size, growth, relationships with our manufacturers and because we use forward thinking to project required inventory, we can meet customers' delivery expectations. We want to "Be quick, but not hurry". Working back from July 1st we would recommend receipt of contract award by May 1st. We have included an export of the already developed implementation plan from our collaborative project management platform (this was also provided in the 'Appendices A-B-C' file provided in our original response).
- In your last point you referenced "language for the consideration" of the traditional 60-month term. UBEO would need to strike the words "or without" from the Deviation Item 8.5 from the Professional Services Agreement (Exhibit K) of your initial RFP. As we understand it, OCFA is looking for a protective clause to mitigate liability if there is a lack of funding in the future. To accommodate this, UBEO will be using a specific Municipal Finance Agreement (see attached) that protects against this as described in the Fiscal Funding Provision of this agreement.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 25, 2023

Agenda Item No. 2J
Consent Calendar

Contract Renewal for Computer Aided Dispatch and CAD2CAD
Software Maintenance/Support and Programming Professional Services

Contact(s) for Further Information

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Logistics Department

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Joel Brodowski, IT Division Manager
Logistics Department

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Summary

This agenda item is submitted for approval to renew previously approved contracts with CentralSquare Technologies, LLC (previously Tritech Software Systems and FATPOT Technologies). The contracts (three) are for the Computer Aided Dispatch (CAD) application, the Orange County Regional CAD2CAD, and for CAD Programming and Professional Services.

Prior Board/Committee Action

CAD

At the September 27, 2012 Executive Committee meeting, the Committee approved a contract with Tritech for the software, hardware, and professional services to implement a new CAD system as part of the Public Safety Systems Project for a total of \$3,040,152.

The Committee also approved software maintenance and support contracts with Tritech/CentralSquare for CAD on August 20, 2015 for a five-year term in an amount not to exceed \$1,486,182.72 and on August 22, 2019 for an additional five-year term in an amount not to exceed \$2,031,377.

CAD2CAD

The OCFA Executive Committee approved extensions of the contract with FATPOT/CentralSquare for licensing, maintenance, and support of the CAD2CAD system for a two-year term in an amount not to exceed \$205,640 on April 26, 2018 and for an additional three-year term in an amount not to exceed \$231,612.

Programming and Professional Services

The OCFA Executive Committee approved three-year sole source contracts with FATPOT Technologies, TriTech Software Systems, Deccan International and Westnet, Inc., with the ability to redistribute or adjust funding between the contracts at an aggregate amount not to exceed \$85,000 annually on March 19, 2015, an additional three-year term on April 26, 2018, and an three-year period March 18, 2021 with TriTech/CentralSquare only for a three year period at an amount not to exceed \$50,000 annually.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to:

1. Renew the existing CAD software maintenance and support contract with CentralSquare for a five-year period for an amount not to exceed \$383,212.51 (year one).
2. Renew the existing CAD2CAD software maintenance and support contract with CentralSquare for a five-year period for an amount not to exceed \$87,670.70 (year one).
3. Renew the existing Professional Services Agreement for as-needed system enhancements for a five-year period for an amount not to exceed \$50,000 (year one).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for software license and maintenance fees has been approved in the Adopted FY 2022/23 Budget, and proposed in the FY 2023/24 Budget, specifically in the General Fund, Information Technology Division.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

CAD is a highly complex and critical system with multiple software components, that interface with other OCFA systems, and third-party software integrations. The 9-1-1 dispatchers in the Emergency Command Center (ECC) use CAD to enter and track emergency calls and determine resource status and availability. The CAD system also transmits incident information to operations personnel and resources through the OCFA's data network to fire stations, mobile data computers (MDC) that are installed in emergency vehicles and apparatus, and mobile phones utilized by command staff. Tritech, now CentralSquare, was awarded a contract for the purchase and implementation of the CAD system in 2012 as a result of a competitive RFP process.

OCFA is the administrator of the CentralSquare (formerly FATPOT) Orange County Regional CAD2CAD (C2C) system that replaced the legacy Regional Automatic Vehicle Location (AVL) and C2C systems. FATPOT was selected to install the original systems in 2007 as the result of a competitive RFP process. The original system was upgraded to the Next Generation C2C (NG-C2C) with the initial phase going live in January 2020. The C2C systems capture, integrate, and distribute GPS vehicle location coordinates, status and unit sharing of all emergency apparatus to participating fire agency CAD systems including the OCFA, Metronet, Laguna Beach and Costa Mesa.

The below provides the summary schedule of costs for the services detailed in report Attachment 1, Software and Maintenance Support Rate Schedule:

	2023-24	2024-25	2025-26
Contract/Blanket Order B01618: Enterprise CAD Software Support/Annual License	\$383,212.51	\$403,733.85	\$423,920.54
Contract/Blanket Order B01958: AVL/CAD2CAD Software Support/Annual License	\$87,670.70	\$90,300.82	\$93,009.84

In addition, due to the complexity and large number of systems affected by the CAD system, OCFA requires periodic custom enhancements and system improvements necessary to optimize its performance and meet evolving operational needs. Extension of the Professional Services Agreement (Blanket Order B01602) provides \$50,000 annually for as-needed system enhancements.

Recommendation

The annual software support and maintenance cost is subject to an annual increase of 5%, or the Consumer Price Index (CPI) percentage for the preceding 12 months, whichever is less. Staff is requesting that the Executive Committee approve renewal of the annual support and maintenance services as provided in the attached rate schedule, and a Professional Services Agreement for as-needed system enhancements.

Attachment

1. Rate Schedule - Software Maintenance and Support Services
2. Agreement Amendment – CentralSquare



Budget Report

As of 2023-04-19 15:13:30 Eastern
Standard Time/EST • Generated by
Derek Gindlesperger

This is a budget estimate provided as of 4/19/2023. This estimate can change if additional products are purchased, or pricing changes prior to your renewal period.

Account: Account Name	Product: Product Name	Custom Name	Start Date	End Date	Quantity	2023-2024	2024-2025	2025-2026
Orange County Fire Authority, CA	Std Enterprise CAD OuterLink Flight Following Integration Annual Maintenance Fee	CAD Flight Following (Advanced Timers) Module	9-Sep	8-Sep	1	USD 1,404.44	USD 1,474.66	USD 1,548.40
Orange County Fire Authority, CA	Enterprise CAD Server Software Annual Maintenance Fee	CAD Multi-Agency Server Software Production Site	9-Sep	8-Sep	1	USD 46,346.35	USD 48,663.67	USD 51,096.85
Orange County Fire Authority, CA	Enterprise CAD GISLink Utility Position Annual Maintenance Fee	CAD GISLink Streets Utility Module	9-Sep	8-Sep	1	USD 5,617.73	USD 5,898.62	USD 6,193.55
Orange County Fire Authority, CA	Enterprise CAD Administrator Position License Annual Maintenance Fee	CAD Production Site Administrative Software License	9-Sep	8-Sep	5	USD 9,831.05	USD 10,322.60	USD 10,838.73
Orange County Fire Authority, CA	Standard Alpha Numeric Paging Interface Annual Maintenance Fee	CAD Standard Alpha-Numeric Paging Interface	9-Sep	8-Sep	1	USD 2,527.98	USD 2,654.38	USD 2,787.10
Orange County Fire Authority, CA	Enterprise CAD Position Annual Maintenance Fee	CAD VisiNet Advisor Module - Standard Site License	9-Sep	8-Sep	1	USD 0.00	USD 0.00	USD 0.00
Orange County Fire Authority, CA	Standard WestNet "First In" Station Alerting Interface Annual Maintenance Fee	Standard Station Alert Westnet (DR)	9-Sep	8-Sep	1	USD 3,791.97	USD 3,981.57	USD 4,180.65
Orange County Fire Authority, CA	Enterprise CAD Position Annual Maintenance Fee	CAD Production Site Dispatcher/Call Taker Software License	9-Sep	8-Sep	18	USD 50,559.84	USD 53,087.83	USD 55,742.22
Orange County Fire Authority, CA	Enterprise CAD Quickest Path Module Annual Maintenance Fee	CAD Quickest Path Unit Recommendation Module	9-Sep	8-Sep	28	USD 9,690.80	USD 10,175.34	USD 10,684.11
Orange County Fire Authority, CA	Enterprise CAD API - Customer Annual Maintenance Fee	CAD Raptor API License (VisiCAD only)	9-Sep	8-Sep	1	USD 702.22	USD 737.33	USD 774.20
Orange County Fire Authority, CA	Enterprise CAD Disaster Recovery Position License Annual Maintenance Fee	CAD Remote Disaster Recovery - Server Software License	9-Sep	8-Sep	1	USD 2,808.88	USD 2,949.32	USD 3,096.79
Orange County Fire Authority, CA	Enterprise CAD Snapshot Module Annual Maintenance Fee	CAD Snapshot Module	9-Sep	8-Sep	1	USD 702.22	USD 737.33	USD 774.20
Orange County Fire Authority, CA	Standard Alpha Numeric Paging Interface Annual Maintenance Fee	CAD Standard ANI/ALI Interface	9-Sep	8-Sep	1	USD 2,527.98	USD 2,654.38	USD 2,787.10
Orange County Fire Authority, CA	Enterprise CAD Position Annual Maintenance Fee	CAD VisiNet Advisor Module User License	9-Sep	8-Sep	40	USD 0.00	USD 0.00	USD 0.00
Orange County Fire Authority, CA	Standard WestNet "First In" Station Alerting Interface Annual Maintenance Fee	Standard Station Alert Westnet (Test)	9-Sep	8-Sep	1	USD 3,791.97	USD 3,981.57	USD 4,180.65
Orange County Fire Authority, CA	Enterprise CAD Position Annual Maintenance Fee	CAD VisiNet Browser - Standard Site License	9-Sep	8-Sep	1	USD 7,022.18	USD 7,373.29	USD 7,741.95
Orange County Fire Authority, CA	Std Enterprise CAD to Third-Party CAD Advanced Interface Annual Maintenance Fee	Standard VisiCAD Advanced CAD to CAD Interface License	9-Sep	8-Sep	1	USD 0.00	USD 0.00	USD 0.00
Orange County Fire Authority, CA	Enterprise CAD Standard Operating Procedure (SOP) Annual Maintenance Fee	CAD Standard Operating Procedure Module (SOP)	9-Sep	8-Sep	1	USD 2,106.66	USD 2,211.99	USD 2,322.59
Orange County Fire Authority, CA	Enterprise CAD System Status Management (SSM) Module Annual Maintenance Fee	CAD System Status Management Module - Included Base Product	9-Sep	8-Sep	1	USD 0.00	USD 0.00	USD 0.00
Orange County Fire Authority, CA	Enterprise CAD to CentralSquare System Incident Data Trans Interface Annual Maintenance Fee	CAD Standard RMS to CAD Premise Data Transfer Interface License (One-way flow)	9-Sep	8-Sep	1	USD 2,808.88	USD 2,949.32	USD 3,096.79
Orange County Fire Authority, CA	Standard WestNet "First In" Station Alerting Interface Annual Maintenance Fee	Westnet Radio Page Field	9-Sep	8-Sep	1	USD 1,460.06	USD 1,533.06	USD 1,609.72
Orange County Fire Authority, CA	Enterprise Mobile Base Position Annual Maintenance Fee	Mobile Base Client License	9-Sep	8-Sep	245	USD 55,053.95	USD 57,806.65	USD 60,696.98
Orange County Fire Authority, CA	Enterprise Mobile Base Position Annual Maintenance Fee	Mobile Base Client License - Test/Training	9-Sep	8-Sep	10	USD 1,572.80	USD 1,651.44	USD 1,734.01
Orange County Fire Authority, CA	Enterprise CAD Test or Training System Annual Maintenance Fee	CAD Test or training - Server Software License	9-Sep	8-Sep	1	USD 2,808.88	USD 2,949.32	USD 3,096.79
Orange County Fire Authority, CA	Enterprise Mobile Disaster Recovery System Annual Maintenance Fee	Mobile Disaster Recovery Mobile Server	9-Sep	8-Sep	1	USD 2,808.88	USD 2,949.32	USD 3,096.79
Orange County Fire Authority, CA	Enterprise CAD Test or Training System Annual Maintenance Fee	CAD Test or Training - User Software License	9-Sep	8-Sep	5	USD 4,213.35	USD 4,424.02	USD 4,645.22
Orange County Fire Authority, CA	Enterprise Mobile Server Software Annual Maintenance Fee	Mobile Server License (301-400)	9-Sep	8-Sep	1	USD 21,066.53	USD 22,119.86	USD 23,225.85
Orange County Fire Authority, CA	Enterprise Mobile Test or Training System Annual Maintenance Fee	Mobile Test Server	9-Sep	8-Sep	1	USD 2,808.88	USD 2,949.32	USD 3,096.79
Orange County Fire Authority, CA	Std Enterprise CAD Genesis GenSpout Radio Int for MCC 7500 Consoles Annual Maintenance Fee	Add Request to Close to the Genwatch	9-Sep	8-Sep	1	USD 2,949.32	USD 3,096.79	USD 3,251.63
Orange County Fire Authority, CA	Enterprise Mobile Test or Training System (Add On) Annual Maintenance Fee	Additional Mobile Training Server	9-Sep	8-Sep	1	USD 1,404.44	USD 1,474.66	USD 1,548.40
Orange County Fire Authority, CA	Standard Alpha Numeric Paging Interface Annual Maintenance Fee	Alpha Numeric Paging Interface	9-Sep	8-Sep	1	USD 0.00	USD 0.00	USD 0.00
Orange County Fire Authority, CA	Enterprise CAD Archive Server Software Annual Maintenance Fee	Archive and Reporting Server	9-Sep	8-Sep	1	USD 0.00	USD 0.00	USD 0.00
Orange County Fire Authority, CA	Enterprise Mobile AVL Only Device License Annual Maintenance Fee	Mobile VisiNet AVL (for AVL ONLY Mobiles. No Mobile Laptop)	9-Sep	8-Sep	105	USD 14,747.25	USD 15,484.61	USD 16,258.84
Orange County Fire Authority, CA	Enterprise CAD Mapping Annual Maintenance Fee		9-Sep	8-Sep	16	USD 564.48	USD 592.70	USD 622.34
Orange County Fire Authority, CA	Enterprise CAD Routing Server Annual Maintenance Fee	CAD Routing Server	9-Sep	8-Sep	1	USD 5,200.57	USD 5,460.60	USD 5,733.63

Orange County Fire Authority, CA	Enterprise CAD Test or Training System Annual Maintenance Fee	CAD Test/Training Server License	9-Sep	8-Sep	1	USD 1,404.44	USD 1,474.66	USD 1,548.40
Orange County Fire Authority, CA	Enterprise Mobile Mapping Annual Maintenance Fee		9-Sep	8-Sep	25	USD 6,466.25	USD 6,789.56	USD 7,129.04
Orange County Fire Authority, CA	Enterprise CAD Test or Training System (Add On) Annual Maintenance Fee	CAD Additional Test or Training - Server Software	9-Sep	8-Sep	1	USD 1,404.44	USD 1,474.66	USD 1,548.40
Orange County Fire Authority, CA	Enterprise CAD Archive Server Software Annual Maintenance Fee	CAD Archive and Reporting Server (Replication) Server Software	9-Sep	8-Sep	1	USD 5,196.39	USD 5,456.21	USD 5,729.02
Orange County Fire Authority, CA	Enterprise CAD Auto Dispatch Annual Maintenance Fee	CAD Auto Dispatch Module	9-Sep	8-Sep	1	USD 7,022.18	USD 7,373.29	USD 7,741.95
Orange County Fire Authority, CA	Standard ANI/ALI Interface Annual Maintenance Fee	Standard ANI/ALI Interface (Training)	9-Sep	8-Sep	1	USD 834.32	USD 876.04	USD 919.84
Orange County Fire Authority, CA	Enterprise CAD Auto Dispatch Annual Maintenance Fee	CAD Auto Dispatch Module - Disaster Recovery	9-Sep	8-Sep	1	USD 2,106.66	USD 2,211.99	USD 2,322.59
Orange County Fire Authority, CA	Enterprise CAD Auto Dispatch Annual Maintenance Fee	CAD Auto Dispatch Module - Test and Training	9-Sep	8-Sep	2	USD 4,213.32	USD 4,423.99	USD 4,645.19
Orange County Fire Authority, CA	Controlling Dispatcher Module Annual Maintenance Fee	CAD Controlling Dispatch Module - Included Base Product	9-Sep	8-Sep	1	USD 0.00	USD 0.00	USD 0.00
Orange County Fire Authority, CA	Enterprise CAD Cross-Staffing Module Annual Maintenance Fee	CAD Cross Staffing - Station based and Unit based included in base system	9-Sep	8-Sep	1	USD 0.00	USD 0.00	USD 0.00
Orange County Fire Authority, CA	Enterprise CAD Unit Swap Module Annual Maintenance Fee	CAD Unit Swap Module	9-Sep	8-Sep	1	USD 702.22	USD 737.33	USD 774.20
Orange County Fire Authority, CA	Std Enterprise CAD Genesis GenSpout Radio Int for MCC 7500 Consoles Annual Maintenance Fee	CAD Custom GenWatch PTT & Status Message Interface	9-Sep	8-Sep	1	USD 25,350.06	USD 26,617.56	USD 27,948.44
Orange County Fire Authority, CA	Enterprise CAD Facility Divert Module Annual Maintenance Fee	CAD Custom Hospital Divert Status Interface to ReddiNet	9-Sep	8-Sep	1	USD 10,814.16	USD 11,354.87	USD 11,922.61
Orange County Fire Authority, CA	Enterprise CAD Disaster Recovery Position License Annual Maintenance Fee		9-Sep	8-Sep	6	USD 6,741.24	USD 7,078.30	USD 7,432.22
Orange County Fire Authority, CA	Enterprise CAD Auto Dispatch Annual Maintenance Fee		9-Sep	8-Sep	1	USD 0.00	USD 0.00	USD 0.00
Orange County Fire Authority, CA	Std Enterprise CAD to External System Incident Data Transfer Interface Annual Maintenance Fee	CAD Standard Advanced VisiCAD to 3rd Party CAD Interface License. The interface provides CAD to CAD functionality using the TriTech CAD to CAD Developers Guide	9-Sep	8-Sep	1	USD 22,470.96	USD 23,594.51	USD 24,774.23
Orange County Fire Authority, CA	Enterprise CAD Unit Swap Module Annual Maintenance Fee	CAD Unit Swap Module - Disaster Recovery	9-Sep	8-Sep	1	USD 210.66	USD 221.19	USD 232.25
Orange County Fire Authority, CA	Standard Alpha Numeric Paging Interface Annual Maintenance Fee	Standard Paging Interface License (Test)	9-Sep	8-Sep	1	USD 842.67	USD 884.80	USD 929.04
Orange County Fire Authority, CA	Standard ANI/ALI Interface Annual Maintenance Fee	CAD DR ANI/ALI Interface	9-Sep	8-Sep	1	USD 758.39	USD 796.31	USD 836.12
Orange County Fire Authority, CA	Standard Alpha Numeric Paging Interface Annual Maintenance Fee	CAD DR Paging Interface	9-Sep	8-Sep	1	USD 758.39	USD 796.31	USD 836.12
Orange County Fire Authority, CA	Enterprise CAD Facility Divert Module Annual Maintenance Fee	CAD Facility Divert Module	9-Sep	8-Sep	1	USD 2,106.66	USD 2,211.99	USD 2,322.59
Orange County Fire Authority, CA	Enterprise CAD Unit Swap Module Annual Maintenance Fee	CAD Unit Swap Module - Test and Training	9-Sep	8-Sep	2	USD 421.32	USD 442.39	USD 464.51
Orange County Fire Authority, CA	Standard WestNet "First In" Station Alerting Interface Annual Maintenance Fee	Standard Station Alert Westnet	9-Sep	8-Sep	1	USD 12,639.91	USD 13,271.91	USD 13,935.50
Orange County Fire Authority, CA	Escrow Fee Recurring		9-Sep	8-Sep	1	USD 997.50	USD 1,047.38	USD 1,099.74
Total	Sum Count	59				USD 382,362.68	USD 401,480.81	USD 421,554.85

Account: Account Name	Product: Product Name	Custom Name	Start Date	End Date	Quantity	2023-2024	2024-2025	2025-2026
Orange County Fire Authority, CA	Enterprise CAD Mapping License Fee		9-Sep	8-Sep	7	USD 0.00	USD 0.00	USD 0.00
Orange County Fire Authority, CA	Enterprise CAD Mapping Annual Maintenance Fee		9-Sep	8-Sep	1	USD 849.83	USD 892.32	USD 936.94
Total	Sum Count	2				USD 849.83	USD 892.32	USD 936.94

Account: Account Name	Product: Product Name	Custom Name	Start Date	End Date	Quantity	2023-2024	2024-2025	2025-2026
Orange County Fire Authority, CA	Enterprise CAD Routing Server - Disaster Recovery License Fee		28-Apr	27-Apr	1		USD 0.00	USD 0.00
Orange County Fire Authority, CA	Enterprise CAD Routing Server - Disaster Recovery Annual Maintenance Fee		28-Apr	27-Apr	1		USD 1,360.71	USD 1,428.75
Total	Sum Count	2					USD 1,360.71	USD 1,428.75

Account: Account Name	Product: Product Name	Custom Name	Start Date	End Date	Quantity	2023-2024	2024-2025	2025-2026
Orange County Fire Authority, CA	Unify Annual Maintenance	Tellus Hub Platform	1-Jun	31-May	1	USD 79,608.12	USD 81,996.36	USD 84,456.25
Orange County Fire Authority, CA	Unify Annual Maintenance	EMER Interface Support	1-Jun	31-May	1	USD 8,062.58	USD 8,304.46	USD 8,553.59
Total	Sum Count	2				USD 87,670.70	USD 90,300.82	USD 93,009.84

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

THIS AMENDMENT NUMBER FIVE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Five") is made and entered into this ____ day of March, 2023, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Tritech Software Systems, a CentralSquare Technologies LLC, company, hereinafter referred to as "Firm". OCFA and Firm are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on June 30, 2015 ("Original Agreement"), to provide professional or programming services, which is incorporated herein by this reference;

WHEREAS, OCFA and Firm entered into that certain Amendment Number One to Professional Services Agreement ("Amendment One") on March 22, 2018 to increase the contract amount to a cumulative \$35,000 annually and to extend the contract term through April 30, 2021;

WHEREAS, OCFA and Firm entered into that certain Amendment Number Two to Professional Services Agreement ("Amendment Two") on December 8, 2020 to increase the contract amount to a cumulative \$60,000 annually;

WHEREAS, OCFA and Firm entered into that certain Amendment Number Three to Professional Services Agreement ("Amendment Three") on May 24, 2021 to update the contract amount to a cumulative \$50,000 annually and to extend the contract through April 30, 2022;

WHEREAS, OCFA and Firm entered into that certain Amendment Number Four to Professional Services Agreement ("Amendment Four") on April 14, 2022 to update the contract amount to a cumulative \$50,000 annually and to extend the contract through April 30, 2022;

WHEREAS, the Original Agreement, Amendment One, Amendment Two, Amendment Three, and Amendment Four are referred to collectively herein as the "Agreement"; and

WHEREAS, OCFA and Firm desire to extend the Agreement for an additional one-year term subject to the terms and conditions set forth herein; and

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

1. Section 3.4 Term: Amend to reflect a change and extend the contract term through April 30, 2024.

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

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 Division Manager

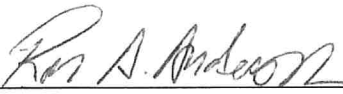
"FIRM"

TRITECH SOFTWARE SYSTEMS

Date: 3/23/2023

By: 
Name: Barry Medintz
Title: General Counsel & Corp. Secretary

Date: 3/23/2023

By: 
Name: Ron A. Anderson
Title: Chief Sales Officer



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 25, 2023

Agenda Item No. 2K
Consent Calendar

Blanket Order for Workers Compensation Related Medical Services

Contact(s) for Further Information

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Human Resources Department

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Summary

This agenda item is submitted for approval to issue a Blanket Order contract to Edinger Urgent Care for workers compensation related medical expenses provided on an as-needed basis in the amount of \$100,000 annually. Edinger Urgent Care is included in the Medical Provider Network authorized by OCFA's 3rd Party Workers Compensation Administration provider, CorVel Corporation (CorVel). Edinger Urgent Care service pricing is based on the agreed-upon CorVel cost list currently in effect.

Prior Board/Committee Action

At its May 26, 2022, meeting, the Executive Committee approved amending the two Professional Services Agreements with CorVel to extend the term date for three years plus two optional one-year renewals, and to reflect an increase by \$231,798 to a new total not to exceed \$934,048 annually.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to issue a blanket order contract to Edinger Urgent Care for workers' compensation related medical services in an amount not to exceed \$100,000 annually.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the FY 2022/23 General Fund Human Resources budget.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

Program Functionality

The Risk Management Division is responsible for supporting and providing employee benefits for injuries and illnesses arising out of employment, including injuries resulting from a workplace

crime. These benefits include medical treatment, permanent disability, supplemental job displacement, and death benefits.

The OCFA transitioned to a self-insured third-party administered workers' compensation program in March 2002. The program's third-party administration (TPA) consists of claims administration, utilization review, bill review, nurse case management, and access to the CorVel medical provider network. Medical services are based on the cost list provided in the contract with CorVel, and the annual total cost of these services is based on actual activity and bill volume.

The functional mechanism by which these medical services are paid falls into two categories. The first category includes the initial medical visits where the patient requires no follow-up treatment or care. These expenses are paid directly by OCFA to the medical provider. The second category includes services for patients that need treatment beyond first aid. A claim is initiated for these patients, and CorVel provides 3rd Party Claims Administration services, which include making payments on behalf of OCFA to the medical providers for services rendered. OCFA then reimburses CorVel for those expenses.

Edinger Urgent Care is one of the providers authorized on CorVel's Medical Provider Network and OCFA utilizes this facility because they can provide a team of nurses and phlebotomist to perform the blood draws on an immediate notice as well as services the special testing required in house to expedite the process for faster and timely results.

Current Request

Lithium-Ion Fires

In recent months, the OCFA has had three (3) major lithium-ion battery hazmat response incidents. Each hazmat response required post-incident de-contamination for the employee's turnout gear and PPE. to ensure the items were safe and serviceable before being returned to their original owner. In addition, each Firefighter who was exposed because of the fire received the following test per OCFA's Communicable Disease and Exposure policies; heavy metals, 10255 micronutrients, lithium and comp metabolic panel, and CBC (includes Diff/PHI).

Covid Testing

Due to the recent COVID updates, the OCFA has revised its policy and testing due to the recent changes for Rapid Antigen, PCR Nasal, Rapid PCR, and Neutralizing Antibody testing PCR and rapid testing. As of April 21, 2023, OCFA has updated its protocol to remain consistent with regulations established by Cal/OSHA pertaining to a new process for monitoring potential and actual COVID cases and the impact on sick, personal time off vs. workers' compensation. Because Edinger Urgent Care can administer COVID testing and is an authorized provider under CorVel's medical provider network, staff recommends utilizing this facility for these tests.

Recommendation

Staff recommends that the workers compensation related medical fees for Edinger be paid through a blanket purchase order as a best practice. Although the Executive Committee approved the agreement with CorVel and the rates for medical providers within their network, the total amount to be paid to Edinger Urgent care will exceed the aggregate threshold for administrative authority delegated by the Roles/Responsibilities/Authorities Matrix. As such, staff is requesting approval and authorization for the Purchasing Manager to issue a blanket order contract with Edinger for workers compensation related medical services for an annual amount not to exceed \$100,000.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
May 25, 2023

Agenda Item No. 2L
Consent Calendar

Increase to Agreement for Industrial Hygiene Support Services

Contact(s) for Further Information

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Summary

This agenda item is submitted for approval to increase the Professional Services Agreement with Aero Environmental Services, LLC (Aero) for industrial hygiene support services provided on an as-needed basis by \$120,000 to an amount not to exceed \$200,000 annually for services required due to lithium-ion fire incidents. Aero was the top-ranked firm resulting from a competitive RFP process.

Prior Board/Committee Action

Not applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to increase the Professional Services Agreement with Aero Environmental Services, LLC by \$120,000 to an annual amount not to exceed \$200,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the FY 2022/23 General Fund Human Resources budget. The recommended action will increase the contract spending authority.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

The Risk Management Division is responsible for evaluating risks, hazards, and exposures; for developing and implementing risk management methodologies to minimize or eliminate those risks or losses, and for advising on risk control strategies to mitigate unanticipated losses. The OCFA has an Injury Illness and Prevention Program designed to determine and implement control measures to reduce employee exposure to hazardous chemicals, including engineering controls, personal protective equipment, and hygiene practices. This program requires that some potential workplace hazards and exposures be investigated and reviewed by a Certified Industrial Hygienist.

Contract Award

On May 16, 2022, Request for Proposals (RFP) JA2559 was issued and sent to 685 registered vendors on PlanetBids with the intent to solicit proposals from certified industrial hygienists qualified to provide as-needed industrial hygiene support services. Proposals were due June 23, 2022, and Aero was awarded a Professional Services Agreement as the top-ranked firm resulting from this solicitation.

Current Request

In recent months, the OCFA has had three (3) major lithium-ion battery hazmat response incidents. Each hazmat response required post-incident de-contamination for the employee's turnout gear and PPE. Post-incident de-contamination requires the turnout gear and PPE to be Advanced Cleaned and assessed by a third-party Certified Industrial Hygienist to ensure the items are safe and serviceable before being returned to their original owner. The assessment service laboratory costs for Fluoride and Phosphoric acid test are \$82 per sample. The assessment service laboratory costs for Metal Scan are \$144 per sample. A total of 296 items were assessed. These three (3) lithium-ion batteries hazmat incidents required a significant OCFA employee presence resulting in the potential exposure of nearly 300 employees. The cost associated with the post-testing testing requirement for these incidents has resulted in the OCFA exceeding the Blanket Order budget associated with Aero Environmental. The OCFA is requesting an increase in funding for Aero-Environmental Services to meet current obligations and provide continuance of services for future hazmat response incidents.

Based on an analysis of the utilization rate, Staff believes that an upward trend in utilization due to incident-related contamination will continue. Therefore, staff recommends an increase in the contract amounts by \$120,000 to an annual amount not to exceed \$200,000 annually.

Attachment(s)

None.