



ORANGE COUNTY FIRE AUTHORITY

EXECUTIVE COMMITTEE

Regular Meeting Agenda

**Thursday, June 27, 2024
5:30 P.M.**

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

John O'Neill, Chair • Troy Bourne, Vice Chair
Dave Shawver • Shelley Hasselbrink • Donald P. Wagner
Noel Hatch • Mark Tettemer • Phil Bacerra • Vince Rossini
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 O'Neill

INVOCATION by OCFA Chaplain Gerardo Arenado

PLEDGE OF ALLEGIANCE by Director Wagner

ROLL CALL by Clerk of the Authority

REPORT(S)

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. PRESENTATION(S)

None.

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 May 23, 2024, Regular Meeting as submitted.

B. Monthly Investment Reports

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

On June 12, 2024, 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 Hasselbrink, Rossini and Nguyen absent).

Recommended Action:

Receive and file the reports.

C. Annual Renewal of Aviation Insurance

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

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to bind the Aviation Insurance Program coverage with Chubb for the policy period June 30, 2024, to June 30, 2025, with a premium of \$300,000.

D. Annual Renewal of California State Association of Counties Excess Insurance Authority Workers' Compensation Excess Insurance

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

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to bind workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority for the policy period July 1, 2024, to July 1, 2025, with a premium of \$1,230,000.

E. Annual Renewal of General Liability Insurance

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

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to renew the General Liability Insurance Program coverage with the Fire Agencies Insurance Risk Authority (FAIRA) for the policy period from July 1, 2024, to July 1, 2025, for a premium amount of \$4,200,000.

F. Increase to Contracts/Blanket Orders for Architectural/Engineering/Construction Related Professional Services

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Julie Samaniego, Construction & Facilities/Division Manager, Logistics Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to increase the current contract ending April 30, 2025 with ITZEN Architects by \$250,000 for the Fire Station 32 Facility Remodel and as-needed professional design related services to a new total not to exceed \$350,000.
2. Approve and authorize the Purchasing Manager to renew the blanket order contracts with ITZEN Architects, RRM Design Group, COAR Design Group and Lewis Schoepfle Architects for as-needed architectural, engineering and construction related professional

services to an amount not to exceed \$200,000 annually per contract, for an aggregate total not to exceed \$800,000 for each contract's remaining three-year term.

G. Award of RFP #RO2672 for Generator Maintenance and Repair Services

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Julie Samaniego, Construction and Facilities Division Manager/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to issue a blanket order for Generator Maintenance and Repair Services for an initial one-year term with the option of four (4) one-year renewals at an amount not to exceed \$300,000 annually (\$1,500,000 for the total five-year term).

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next meeting will be a Regular Meeting of the Executive Committee on Thursday, July 25, 2024, 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
- Quarterly CIP Update
- 3rd Quarter Financial Newsletter
- 3rd Quarter Purchasing Report

UPCOMING MEETINGS:

Budget and Finance Committee
Legislative and Public Affairs Committee
Executive Committee
Board of Directors

Wednesday, July 10, 2024, 12 noon
Wednesday, July 17, 2024, 12 noon
Thursday, July 25, 2024, 5:30 p.m.
Thursday, July 25, 2024, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, May 23, 2024
5:30 P.M.**

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

CALL TO ORDER

Chair O'Neill called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:31 p.m. on May 23, 2024.

INVOCATION

The Invocation was led by Chaplain Ken Krikac.

PLEDGE OF ALLEGIANCE

Director Bacerra led the assembly in the Pledge of Allegiance.

ROLL CALL by Clerk of the Authority

Present: John O'Neill, Garden Grove, Chair
Troy Bourne, San Juan Capistrano, Vice Chair
Phil Bacerra, Santa Ana
Noel Hatch, Laguna Woods
Dave Shawver, Stanton
Mark Tettemer, Lake Forest
Donald Wagner, County of Orange

Absent: Shelley Hasselbrink, Los Alamitos Vince Rossini, Villa Park

Also present were:

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Deputy Chief TJ McGovern	Assistant Chief Robert Cortez
Assistant Chief Jim Ruane	Assistant Chief Tim Perkins
Assistant Chief Stephanie Holloman	Assistant Chief Lori Smith
Director of Communications Matt Olson	General Counsel David Kendig
Clerk of the Authority Maria D. Huizar	

REPORT(S)

A. Report from the Budget and Finance Committee

Budget and Finance Committee Chair Bourne reported at its May 8, 2024, meeting, the Committee reviewed and by unanimous vote recommended forwarding the Monthly Investment Reports, Third Quarter Financial Newsletter, and the Third Quarter Purchasing Report to the Executive Committee to receive and file the reports.

B. Report from the Legislative and Public Affairs Committee Meeting

Legislative and Public Affairs Committee Member Wagner reported at its May 15, 2024, Special meeting, the Committee reviewed the Legislative Report voting 5-0, following committee discussion, directed staff to place the item on the agenda for the Executive Committee with the recommendation to receive and file the Legislative Report, adopt the recommended bill positions (Director Wagner spoke in opposition only to Senate Bill 1325), and in alignment with the Board-adopted Legislative platform.

PUBLIC COMMENTS

None.

1. PRESENTATION(S)

None.

2. CONSENT CALENDAR

On motion of Director Bacerra and second by Director Wagner, approved 7-0 Agenda Items 2A-2I (Directors Hasselbrink and Rossini absent).

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

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.

Action: Approve the Minutes for the April 25, 2024, Regular Meeting as submitted.

B. Monthly Investment Reports (FILE 11.10D2)

On May 8, 2024, 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 5-0 (Directors Hasselbrink, Rossini, Nguyen, and Bourne absent).

Action: Receive and file the reports.

C. Third Quarter Financial Newsletter (FILE 15.07)

Action: Receive and file the report.

D. Third Quarter Purchasing Report (FILE 11.10H1)

Action: Receive and file the report.

E. Amendment of Professional Services Agreement for Staffing and Timekeeping Application Support Services (FILE 19.08A7)

Action: Approve and Authorize the Purchasing Manager to extend the Professional Services Agreement with Information Management Technologies for up to three one-year periods, in an amount not to exceed \$478,950 in year one, and maximum annual increases of up to 3% based on CPI, provided approved annual budgets are sufficient to cover the contract costs.

F. Blanket Order for County of Orange Communications Equipment Maintenance/Repair Services (FILE 18.04A)

Action:

1. Approve and authorize the Purchasing Manager to renew a previously approved blanket order to the County of Orange Sheriff's Department (OCSD) for an annual amount not to exceed \$150,000 (\$750,000 aggregate for a five-year term).
2. Approve and authorize the Purchasing Manager to renew future CCCS 800MHz contracts resulting from annual system cost increases and additional OCFA radios as long as funding is available in the adopted budget.

G. Approval of License Agreement for Temporary Storage (FILE 19.07C18)

Action: Approve and authorize the Construction and Facilities Division Manager to execute a license agreement with the County of Orange for temporary use of the Santiago Canyon Landfill site for the storage of heavy equipment.

H. Legislative Report (FILE 12.02E5)

Action: Receive and file the Legislative Report and adopt the recommended bill positions in alignment with the Board-adopted Legislative Platform.

I. Contract Increase for Copier/Multifunctional Devices (MFD) Lease (FILE 19.08C)

Action: Approve and authorize the Purchasing Manager to increase the blanket order contract with UBEQ West, LLC for a five-year term at an annual contract amount of \$220,000 annually (\$1,100,000 total five-year term).

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair O’Neill adjourned the meeting at 5:37 p.m. The next meeting will be a Regular Meeting of the Executive Committee on Thursday, June 27, 2024, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 27, 2024

Agenda Item No. 2B
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

Robert C. Cortez, Assistant Chief, Business Services Department	robertcortez@ocfa.org	714.573.6012
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James Slobojan, Assistant Treasurer Treasury & Financial Planning	jamesslobojan@ocfa.org	714.573.6305
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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 June 12, 2024, 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 Hasselbrink, Rossini and Nguyen 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 April 30, 2024. A preliminary investment report as of May 24, 2024 is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – April 2024/Preliminary Report – May 2024

Orange County Fire Authority Monthly Investment Report



Final Report – April 2024

Preliminary Report – May 2024



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

April 30, 2024



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of April 2024, the size of the portfolio increased by \$55.9 million to approximately \$318.7 million. Receipts for the month totaled approximately \$114.9 million, including property tax apportionment payments of \$105 million, receipts from cash contract payments of approximately \$6.2 million, and various grant reimbursement payments and charges for current services of approximately \$3.7 million. Total April cash outflows amounted to nearly \$60.4 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$36 million and a \$20.7 million payment to OCERS for the retiree medical paydown. The portfolio's balance is expected to decrease in May as expenditures are projected to exceed revenues. In April, the portfolio's yield to maturity (365-day equivalent) increased by thirty-six basis points to 4.28%. The effective rate of return increased twenty-one basis points to 4.04% for the month, while the average maturity of the portfolio increased by 13 days to 49 days to maturity.

Economic News

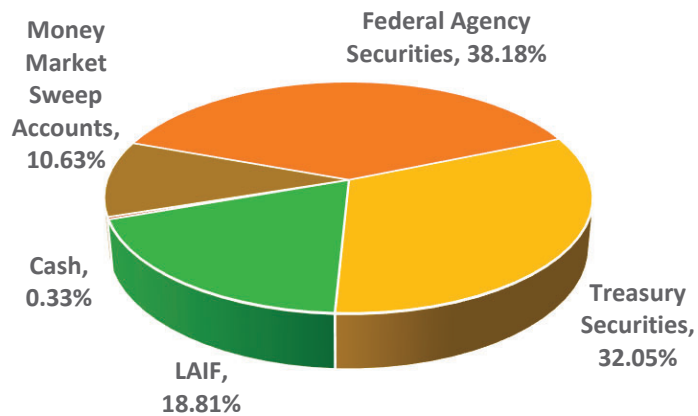
Nonfarm payroll employment increased by 175,000 in April 2024, and the unemployment rate changed little at 3.9%. Job gains occurred in health care, social assistance, and in transportation and warehousing. Average hourly earnings rose 3.9% from over a year ago. Consumer sentiment slumped in April as inflation expectations increased.

The Consumer Price Index (CPI) increased slightly by 0.3% in April and 3.4% from a year ago. Much of the increase in CPI came from the costs for shelter and gasoline. The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 0.5% in April, and up 2.2% for the past twelve months. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. Retail sales remained flat for April. Consumer spending in April was led by the increase in gasoline prices but the decrease in online sales helped hold retail sales figures flat. The Federal Reserve met on May 1, 2024 where it held rates steady at the target range of 5.25%-5.50%. The Fed has indicated that with inflation falling more slowly than expected, the Central Bank will keep interest rates steady for an extended period of time. The Fed will next meet on June 12, 2024 where rates are expected to hold steady as the Fed will now focus on inflation data to guide future rate decisions.

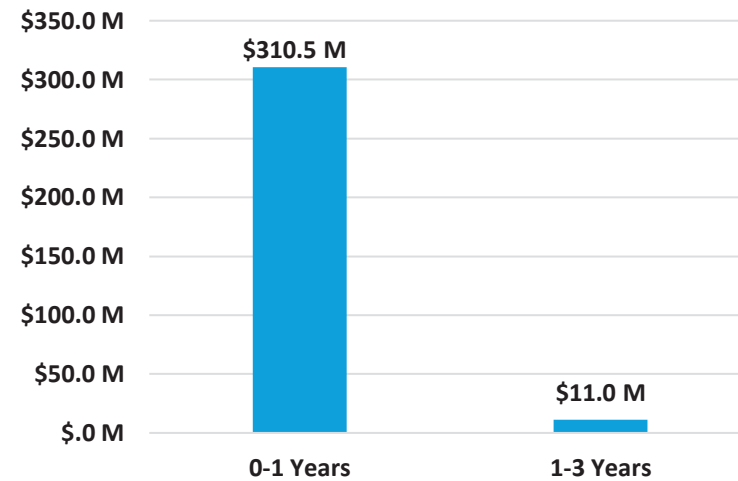


OCFA'S PORTFOLIO HAS AMPLE LIQUIDITY AND IS TRACKING ITS LAIF BENCHMARK AS OF APRIL 30, 2024

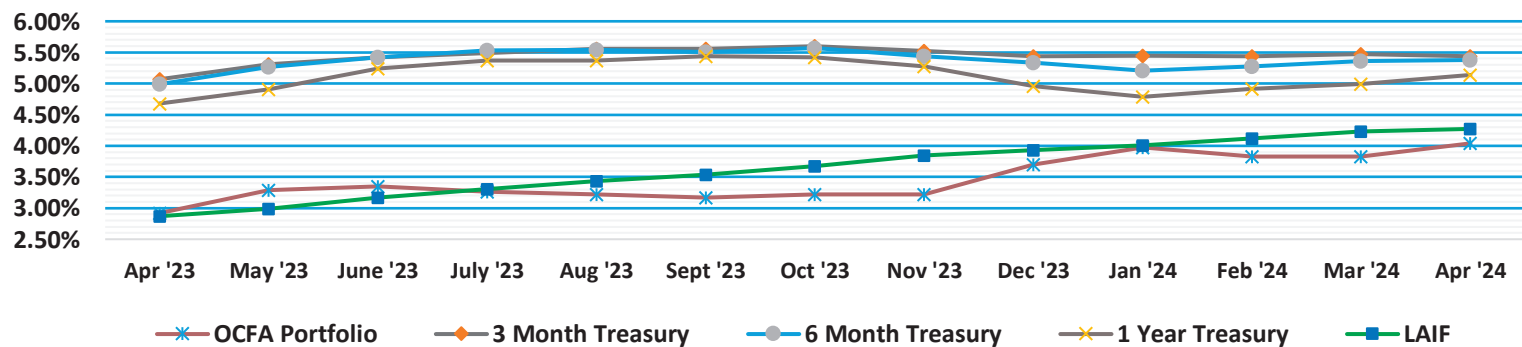
Market Value \$321,545,210



Aging Summary



12 Month Benchmarks



**BENCHMARK COMPARISON AS OF APRIL 30, 2024**

3 Month T-Bill:	5.44%	1 Year T-Bill:	5.14%
6 Month T-Bill:	5.38%	LAIF:	4.27%
OCFA Portfolio:		4.04%	

PORTFOLIO SIZE, YIELD, & DURATION

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value</i>	\$318,697,844	\$262,788,674	\$274,095,351
<i>Yield to Maturity (365 day)</i>	4.28%	3.92%	3.29%
<i>Effective Rate of Return</i>	4.04%	3.83%	2.92%
<i>Days to Maturity</i>	49	36	51



ORANGE COUNTY FIRE AUTHORITY **Portfolio Management** **Portfolio Summary** **April 30, 2024**

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

	Par Value	See Note 1 on page 10 Market Value	See Note 2 on page 10 Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Investments								
Money Mkt Mutual Funds/Cash	34,171,410.99	34,171,410.99	34,171,410.99	10.57	1	1	4.943	5.012
Federal Agency Coupon Securities	58,015,000.00	55,752,466.70	58,015,684.07	17.95	1,433	46	0.683	0.693
Federal Agency Disc. -Amortizing	68,000,000.00	67,006,320.00	67,037,027.08	20.75	203	100	5.281	5.354
Treasury Discounts -Amortizing	104,000,000.00	103,060,160.00	103,078,018.55	31.90	133	62	5.293	5.367
Local Agency Investment Funds	60,845,144.83	60,491,711.63	60,845,144.83	18.83	1	1	4.213	4.272
	325,031,555.82	320,482,069.32	323,147,285.52	100.00%	342	49	4.223	4.281

Investments

Cash

Passbook/Checking (not included in yield calculations)	1,063,141.02	1,063,141.02	1,063,141.02		1	1	0.000	0.000
Total Cash and Investments	326,094,696.84	321,545,210.34	324,210,426.54		342	49	4.223	4.281

	April 30 Month Ending	Fiscal Year To Date
Total Earnings		
Current Year	945,201.66	7,285,571.75
Average Daily Balance	284,720,988.24	238,038,552.33
Effective Rate of Return	4.04%	3.66%

"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, 2024. 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."


 Robert C. Cortez, Asst Chief, Business Services

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 324,210,426.54
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,512,582.65)
Total	\$ 318,697,843.89

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
April 30, 2024

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	Days to Mat./Call	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			14,200,651.94	14,200,651.94	14,200,651.94	5.172	5.172	1	
SYS528	528	MUFG Treasury Obligations		07/01/2023	0.00	0.00	0.00	4.620	4.620	1	
SYS530	530	US Bancorp Sweep Account			19,970,759.05	19,970,759.05	19,970,759.05	4.898	4.898	1	
Subtotal and Average			53,029,127.23		34,171,410.99	34,171,410.99	34,171,410.99		5.012	1	
Federal Agency Coupon Securities											
3133EMWH1	1030	Federal Farm Credit Bank (Callable 6/21/2024)		04/22/2021	3,000,000.00	2,870,340.00	3,000,684.07	0.710	0.679	20	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,472,120.00	12,000,000.00	0.720	0.720	0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 6/30/2024)		03/30/2021	8,000,000.00	7,839,520.00	8,000,000.00	0.550	0.592	60	09/30/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 7/23/2024)		04/23/2021	11,015,000.00	10,770,246.70	11,015,000.00	0.520	0.560	83	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 7/29/2024)		04/29/2021	12,000,000.00	11,052,120.00	12,000,000.00	1.000	1.000	89	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 8/11/2024)		05/11/2021	12,000,000.00	11,748,120.00	12,000,000.00	0.550	0.550	10	10/11/2024
Subtotal and Average			60,217,212.41		58,015,000.00	55,752,466.70	58,015,684.07		0.693	46	
Federal Agency Disc. -Amortizing											
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,922,020.00	13,926,400.83	5.115	5.447	37	06/07/2024
313384YS2	1109	Fed Home Loan Bank		12/21/2023	14,000,000.00	13,879,040.00	13,887,447.78	4.990	5.263	58	06/28/2024
313384M89	1113	Fed Home Loan Bank		02/29/2024	14,000,000.00	13,633,480.00	13,645,084.44	4.960	5.243	184	11/01/2024
313384E70	1121	Fed Home Loan Bank		04/22/2024	13,000,000.00	12,761,060.00	12,763,815.28	5.150	5.399	127	09/05/2024
313384B32	1122	Fed Home Loan Bank		04/22/2024	13,000,000.00	12,810,720.00	12,814,278.75	5.195	5.425	99	08/08/2024
Subtotal and Average			49,042,928.57		68,000,000.00	67,006,320.00	67,037,027.08		5.354	100	
Treasury Discounts -Amortizing											
912797HH3	1100	US Treasury Bill		11/30/2023	10,000,000.00	9,998,500.00	9,998,575.00	5.130	5.392	1	05/02/2024
912797FH5	1101	US Treasury Bill		11/30/2023	14,000,000.00	13,969,200.00	13,970,075.00	5.130	5.403	15	05/16/2024
912797HS9	1108	US Treasury Bill		12/21/2023	14,000,000.00	13,940,500.00	13,943,498.34	5.010	5.268	29	05/30/2024
912797HH3	1111	US Treasury Bill		01/11/2024	6,000,000.00	5,999,100.00	5,999,145.00	5.130	5.359	1	05/02/2024
912796Y45	1112	US Treasury Bill		01/17/2024	6,000,000.00	5,949,900.00	5,952,500.00	5.000	5.258	57	06/27/2024
912797GB7	1116	US Treasury Bill		04/18/2024	14,000,000.00	13,854,820.00	13,856,729.66	5.189	5.399	71	07/11/2024
912797JT5	1118	US Treasury Bill		04/19/2024	14,000,000.00	13,826,540.00	13,829,763.89	5.150	5.369	85	07/25/2024
912797KC0	1119	US Treasury Bill		04/22/2024	13,000,000.00	12,786,800.00	12,789,443.33	5.160	5.399	113	08/22/2024
912797KL0	1120	US Treasury Bill		04/22/2024	13,000,000.00	12,734,800.00	12,738,288.33	5.140	5.399	141	09/19/2024
Subtotal and Average			72,804,946.73		104,000,000.00	103,060,160.00	103,078,018.55		5.367	62	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
April 30, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			60,845,144.83	60,491,711.63	60,845,144.83	4.272	4.272	1	
Subtotal and Average			49,626,773.30		60,845,144.83	60,491,711.63	60,845,144.83		4.272	1	
Total and Average			284,720,988.24		325,031,555.82	320,482,069.32	323,147,285.52		4.281	49	
Money Mkt Mutual Funds/Cash											
SYS10033	10033	Revolving Fund		07/01/2023	20,000.00	20,000.00	20,000.00		0.000	1	
SYS4	4	Union Bank		07/01/2023	0.00	0.00	0.00		0.000	1	
SYS5	5	US Bancorp		07/01/2023	1,043,141.02	1,043,141.02	1,043,141.02		0.000	1	
Average Balance			0.00							1	
Total Cash and Investments			284,720,988.24		326,094,696.84	321,545,210.34	324,210,426.54		4.281	49	

Orange County Fire Authority
In Service of Others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of May 1, 2024

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	(05/01/2024 - 05/01/2024)	7 Maturities	0 Payments	96,079,696.84	29.77%	96,079,696.84	95,726,263.64
Aging Interval:	1 - 30 days	(05/02/2024 - 05/31/2024)	4 Maturities	0 Payments	44,000,000.00	13.66%	43,911,293.34	43,907,300.00
Aging Interval:	31 - 60 days	(06/01/2024 - 06/30/2024)	3 Maturities	0 Payments	34,000,000.00	10.50%	33,766,348.61	33,750,960.00
Aging Interval:	61 - 90 days	(07/01/2024 - 07/30/2024)	2 Maturities	0 Payments	28,000,000.00	8.61%	27,686,493.55	27,681,360.00
Aging Interval:	91 - 120 days	(07/31/2024 - 08/29/2024)	2 Maturities	0 Payments	26,000,000.00	7.96%	25,603,722.08	25,597,520.00
Aging Interval:	121 - 365 days	(08/30/2024 - 05/01/2025)	8 Maturities	0 Payments	86,015,000.00	26.07%	85,162,872.12	83,829,686.70
Aging Interval:	366 - 1095 days	(05/02/2025 - 05/01/2027)	1 Maturities	0 Payments	12,000,000.00	3.44%	12,000,000.00	11,052,120.00
Aging Interval:	1096 days and after	(05/02/2027 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			27 Investments	0 Payments		100.00	324,210,426.54	321,545,210.34



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 \$5,512,582.65. The adjustment for June 30, 2023, includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 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 April 30, 2024, OCFA has \$60,845,144.83 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, 2024 is .994191267. When applied to OCFA's LAIF investment, the fair value is \$60,491,711.63 or \$353,433.20 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 on April 30, 2024 is included on the following page.



Fair Value Including Accrued Interest	\$	171,933,437,035.75
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Orange County Fire Authority

Preliminary Investment Report

May 24, 2024



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
May 24, 2024

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

Investments	Par Value	See Note 1 on page 19	See Note 2 on page 19	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
		Market Value	Book Value					
Money Mkt Mutual Funds/Cash	12,631,201.71	12,631,201.71	12,631,201.71	4.18	1	1	5.030	5.100
Federal Agency Coupon Securities	66,015,000.00	63,934,052.00	66,015,637.16	21.84	1,348	86	1.227	1.244
Federal Agency Disc. -Amortizing	88,000,000.00	86,719,320.00	86,752,958.46	28.70	202	100	5.283	5.357
Treasury Discounts -Amortizing	82,000,000.00	81,024,480.00	81,003,845.62	26.80	145	85	5.274	5.347
Local Agency Investment Funds	55,845,144.83	55,520,755.29	55,845,144.83	18.48	1	1	4.213	4.272
	304,491,346.54	299,829,809.00	302,248,787.78	100.00%	391	71	4.187	4.245
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	786,312.85	786,312.85	786,312.85		1	1	0.000	0.000
Total Cash and Investments	305,277,659.39	300,616,121.85	303,035,100.63		391	71	4.187	4.245

Total Earnings	May 24 Month Ending	Fiscal Year To Date
Current Year	843,538.82	8,129,110.57
Average Daily Balance	307,881,257.63	243,133,460.92
Effective Rate of Return	4.17%	3.71%

"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, 2024. 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."

Robert C. Cortez, Asst Chief, Business Services

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 303,035,100.63
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,512,582.65)
Total	\$ 297,522,517.98

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 24, 2024

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	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			9,290,491.13	9,290,491.13	9,290,491.13	5.172	5.172	1	
SYS528	528	MUFG Treasury Obligations		07/01/2023	0.00	0.00	0.00	4.620	4.620	1	
SYS530	530	US Bancorp Sweep Account			3,340,710.58	3,340,710.58	3,340,710.58	4.898	4.898	1	
Subtotal and Average			30,040,606.23		12,631,201.71	12,631,201.71	12,631,201.71		5.100	1	
Federal Agency Coupon Securities											
3133EMWH1	1030	Federal Farm Credit Bank (Callable 6/21/2024)		04/22/2021	3,000,000.00	2,881,770.00	3,000,637.16	0.710	0.680	27	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,509,800.00	12,000,000.00	0.720	0.720	7	04/28/2025
3134H1V75	1129	Fed Home Loan Mtg Corp (Callable 5/21/2025)		05/24/2024	8,000,000.00	7,991,456.00	8,000,000.00	5.200	5.201	361	05/21/2026
3130ALNY6	1025	Fed Home Loan Bank (Callable 6/30/2024)		03/30/2021	8,000,000.00	7,864,080.00	8,000,000.00	0.550	0.592	36	09/30/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 7/23/2024)		04/23/2021	11,015,000.00	10,799,106.00	11,015,000.00	0.520	0.560	59	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 7/29/2024)		04/29/2021	12,000,000.00	11,103,960.00	12,000,000.00	1.000	1.000	65	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 8/11/2024)		05/11/2021	12,000,000.00	11,783,880.00	12,000,000.00	0.550	0.578	78	10/11/2024
Subtotal and Average			58,348,992.97		66,015,000.00	63,934,052.00	66,015,637.16		1.244	86	
Federal Agency Disc. -Amortizing											
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,971,440.00	13,974,140.83	5.115	5.447	13	06/07/2024
313384YS2	1109	Fed Home Loan Bank		12/21/2023	14,000,000.00	13,928,740.00	13,934,021.11	4.990	5.263	34	06/28/2024
313384M89	1113	Fed Home Loan Bank		02/29/2024	14,000,000.00	13,678,140.00	13,691,377.78	4.960	5.243	160	11/01/2024
313384E70	1121	Fed Home Loan Bank		04/22/2024	13,000,000.00	12,805,130.00	12,808,448.61	5.150	5.399	103	09/05/2024
313384B32	1122	Fed Home Loan Bank		04/22/2024	13,000,000.00	12,856,610.00	12,859,302.08	5.195	5.425	75	08/08/2024
313385AZ9	1124	Fed Home Loan Bank		05/08/2024	10,000,000.00	9,655,300.00	9,660,094.44	5.015	5.308	244	01/24/2025
313384J34	1125	Fed Home Loan Bank		05/08/2024	6,000,000.00	5,886,240.00	5,887,340.00	5.160	5.419	131	10/03/2024
313384B73	1126	Fed Home Loan Bank		05/23/2024	2,000,000.00	1,976,780.00	1,977,046.11	5.230	5.440	79	08/12/2024
313384J75	1128	Fed Home Loan Bank		05/23/2024	2,000,000.00	1,960,940.00	1,961,187.50	5.175	5.427	135	10/07/2024
Subtotal and Average			78,485,116.71		88,000,000.00	86,719,320.00	86,752,958.46		5.357	100	
Treasury Discounts -Amortizing											
912797HS9	1108	US Treasury Bill		12/21/2023	14,000,000.00	13,995,940.00	13,990,258.33	5.010	5.268	5	05/30/2024
912796Y45	1112	US Treasury Bill		01/17/2024	6,000,000.00	5,973,720.00	5,972,500.00	5.000	5.258	33	06/27/2024
912797GB7	1116	US Treasury Bill		04/18/2024	14,000,000.00	13,910,120.00	13,905,159.07	5.189	5.399	47	07/11/2024
912797JT5	1118	US Treasury Bill		04/19/2024	14,000,000.00	13,881,980.00	13,877,830.56	5.150	5.369	61	07/25/2024
912797KC0	1119	US Treasury Bill		04/22/2024	13,000,000.00	12,837,110.00	12,834,163.33	5.160	5.399	89	08/22/2024
912797KL0	1120	US Treasury Bill		04/22/2024	13,000,000.00	12,784,330.00	12,782,835.00	5.140	5.399	117	09/19/2024
912797KS5	1127	US Treasury Bill		05/23/2024	8,000,000.00	7,641,280.00	7,641,099.33	4.939	5.256	327	04/17/2025

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 24, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call	Maturity Date
Subtotal and Average			83,286,396.90		82,000,000.00	81,024,480.00	81,003,845.62		5.347	85	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			55,845,144.83	55,520,755.29	55,845,144.83	4.272	4.272	1	
Subtotal and Average			57,720,144.83		55,845,144.83	55,520,755.29	55,845,144.83		4.272	1	
Total and Average			307,881,257.63		304,491,346.54	299,829,809.00	302,248,787.78		4.245	71	
Money Mkt Mutual Funds/Cash											
SYS10033	10033	Revolving Fund		07/01/2023	20,000.00	20,000.00	20,000.00		0.000	1	
SYS4	4	Union Bank		07/01/2023	0.00	0.00	0.00		0.000	1	
SYS5	5	US Bancorp		07/01/2023	766,312.85	766,312.85	766,312.85		0.000	1	
Average Balance			0.00							1	
Total Cash and Investments			307,881,257.63		305,277,659.39	300,616,121.85	303,035,100.63		4.245	71	

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of May 25, 2024

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	(05/25/2024 - 05/25/2024)	7 Maturities	0 Payments	69,262,659.39	22.93%	69,262,659.39	68,938,269.85
Aging Interval:	1 - 30 days	(05/26/2024 - 06/24/2024)	2 Maturities	0 Payments	28,000,000.00	9.30%	27,964,399.16	27,967,380.00
Aging Interval:	31 - 60 days	(06/25/2024 - 07/24/2024)	3 Maturities	0 Payments	34,000,000.00	11.25%	33,811,680.18	33,812,580.00
Aging Interval:	61 - 90 days	(07/25/2024 - 08/23/2024)	4 Maturities	0 Payments	42,000,000.00	13.82%	41,548,342.08	41,552,480.00
Aging Interval:	91 - 120 days	(08/24/2024 - 09/22/2024)	2 Maturities	0 Payments	26,000,000.00	8.51%	25,591,283.61	25,589,460.00
Aging Interval:	121 - 365 days	(09/23/2024 - 05/25/2025)	10 Maturities	0 Payments	86,015,000.00	27.83%	84,856,736.21	83,660,536.00
Aging Interval:	366 - 1095 days	(05/26/2025 - 05/25/2027)	2 Maturities	0 Payments	20,000,000.00	6.35%	20,000,000.00	19,095,416.00
Aging Interval:	1096 days and after	(05/26/2027 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			30 Investments	0 Payments		100.00	303,035,100.63	300,616,121.85



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The 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, 2023 includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 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
June 27, 2024

Agenda Item No. 2C
Consent Calendar

Annual Renewal of Aviation Insurance

Contact(s) for Further Information

Stephanie Holloman, Assistant Chief
Human Resources Department

stephanieholloman@ocfa.org

714.573.6353

Rhonda Haynes, Risk Manager

rhondahaynes@ocfa.org

714.573.6833

Summary

This annual agenda item is submitted for authorization to renew the Orange County Fire Authority's (OCFA) Aviation Insurance Program coverage.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief, or his designee, to bind the Aviation Insurance Program coverage with Chubb for the policy period June 30, 2024, to June 30, 2025, with a premium of \$300,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Sufficient funds are included in the FY 2024/25 Budget.

Increased Cost Funded by Structural Fire Fund Cities: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

The aviation insurance policy provides liability and hull coverage for the operation of the Orange County Fire Authority's two Bell helicopters. The policy also includes numerous other related aviation coverages that safeguard our operations. The helicopters are used for fire suppression, search and rescue, transporting fire crews, aerial reconnaissance, emergency medical rescue, disaster mitigation, recovery operations, large animal rescue, and training. The policy includes a \$50 million combined single liability limit for bodily injury and property damage in addition to hull coverage.

This premium does not include insurance coverage for the two new FireHawks that have been purchased. That insurance premium was previously approved. OCFA insurance broker Gallagher is working on placing all our helicopters on the same policy in future renewals.

Attachment

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 27, 2024

Agenda Item No. 2D
Consent Calendar

**Annual Renewal of California State Association of Counties Excess
Insurance Authority Workers' Compensation Excess Insurance**

Contact(s) for Further Information

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Human Resources Department

stephanieholloman@ocfa.org

714.573.6353

Rhonda Haynes, Risk Manager

rhondahaynes@ocfa.org

714.573.6833

Summary

This annual agenda item is submitted for authorization to renew the workers' compensation excess insurance coverage with Public Risk Innovation, Solutions, and Management (PRISM). It was formerly known as the California State Association of Counties Excess Insurance Authority (CSAC-EIA).

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief, or his designee, to bind workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority for the policy period July 1, 2024, to July 1, 2025, with a premium of \$1,230,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Sufficient funds are included in the FY 2023/24 Budget.

Increased Cost Funded by Structural Fire Fund Cities: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

The Workers' Compensation Self-insurance Program uses excess insurance as a stop loss for losses over a self-insured retention (SIR) limit of \$2,000,000. The Orange County Fire Authority (OCFA) is responsible for the losses up to \$2,000,000 per incident with the excess insurer responsible for costs that exceed that amount. The workers' compensation excess insurance coverage limit is statutory. The excess insurance coverage limit is Part 1 of the workers' compensation policy and covers the medical costs and lost wages for work-related injuries or illnesses. Employer's liability is Part 2 of the workers' compensation policy, and it protects against lawsuits for the employment-related injuries or illnesses that may be filed by employees, family of the employee, or other third parties. For example, a lawsuit alleging that a workers' compensation claim is due to negligence on the part of the employer is covered under Part 2 with a limit of liability of \$5,000,000.

The PRISM membership includes 93% of the counties, over 80% of the cities, as well as numerous school districts, special districts, housing authorities, fire districts, and other joint powers authorities in California. OCFA has been a member of PRISM (formerly CSAC-EIA) since 2007. PRISM purchases excess workers' compensation insurance on behalf of OCFA and the other members of the pool.

The FY 2024/25 premium of \$1,230,000 is 30% more than the expiring FY 2023/24 premium of \$945,916. The premium increase is due to several factors including: 1) serious injury claims from the burn over incident in 2020 and other significant claims; 2) Covid-19 and its general market impact; 3) fewer carriers willing to offer workers' compensation excess insurance to the public safety sector; and 4) PRISM creating two new public safety rating groups with increased rates that were phased-in over a three year period. OCFA is included in the high safety rating group since over 40% of our payroll is attributable to safety personnel.

OCFA has experienced a significant savings in excess workers' compensation insurance premium since joining the PRISM pool in 2007.

Attachment(s)

PRISM Excess Workers' Compensation Coverage Summary

PRISM EXCESS WORKERS' COMPENSATION COVERAGE SUMMARY

Insurance Company:	Great American Insurance, ACE American Insurance Company, and Liberty Mutual	
A.M. Best Rating:	A+; XV	Great American Insurance
	A++; XV	ACE American Insurance Company
	A; XV	Liberty Mutual
Policy Period:	July 1, 2024 to July 1, 2025	
Coverage Provided:	Workers' Compensation Excess Insurance and Employers' Liability	
Major Exclusions:	Punitive or exemplary damages, fines or penalties, any payments in excess of the benefits regularly provided by the Workers' Compensation law, Labor Code 4850 benefits	
Limits:		
Workers' Compensation	Statutory	
Employer's Liability	\$5,000,000; \$45,000,000; Statutory	
Retention:		
Self-insured Retention	\$2,000,000 per occurrence	



Orange County Fire Authority **AGENDA STAFF REPORT**

Executive Committee Meeting
June 27, 2024

Agenda Item No. 2E
Consent Calendar

Annual Renewal of General Liability Insurance

Contact(s) for Further Information

Stephanie Holloman, Assistant Chief
Human Resources Department

stephanieholloman@ocfa.org

714.573.6353

Rhonda Haynes, Risk Manager

rhondahaynes@ocfa.org

714.573.6833

Summary

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

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief, or his designee, to renew the General Liability Insurance Program coverage with the Fire Agencies Insurance Risk Authority (FAIRA) for the policy period from July 1, 2024, to July 1, 2025, for a premium amount of \$4,200,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in FY 2024/25 Budget.

Increased Cost Funded by Structural Fire Fund Cities: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

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

The expiring 2023/24 policy premium of \$3,149,050 is inclusive of primary general liability insurance coverage of \$1M per occurrence and excess liability insurance coverage of \$9M per occurrence. The total renewal premium for 2024/25 is \$4,200,000, or a 33% increase over the expiring premium. The premium increase is primarily due to the FAIRA pool experiencing above average losses in employment liability claims, the general hardening of the current insurance market, Covid-19, and the natural consequence of growing our organization, vehicle fleet, fire

stations, paramedic count, and personnel. 2024/25 enhanced policy coverages are listed on the last page.

Program Functionality

Payments made by OCFA relating to the insurance coverage provided by FAIRA consist of annual premiums and deductibles for actual claims made. The functional mechanism by which these are paid utilizes two blanket orders: one for the annual premium and one for the claims deductibles. This includes funding sufficient to cover all payments as budgeted for in the Human Resources Department Risk Management Division budget.

Attachment(s)

FAIRA General Liability Insurance Program Coverage Summary

FAIRA GENERAL LIABILITY INSURANCE PROGRAM
Coverage Summary

Insurance Company: Allied World Assurance Company
A.M. Best Rating: Financial strength “A”, Credit rating “a+”
Policy Period July 1, 2024 to July 1, 2025

Property

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

Crime

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

Portable Equipment

Valuation	Guaranteed Replacement Cost
Deductible	\$1,000

General Liability

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

Management Liability

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

Automobile

Bodily Injury or Property Damage	\$1,000,000
Uninsured/Underinsured Motorist	\$1,000,000
Automobile Physical Damage	Agreed Value on file with the Carrier
Deductible	\$1,000 Passenger Vehicles, \$5,000 Apparatus

Cyber Liability:

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

Umbrella (Excess) Liability

Each Occurrence	\$9,000,000
General Annual Aggregate	\$20,000,000



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 27, 2024

Agenda Item No. 2F
Consent Calendar

**Increase to Contracts/Blanket Orders for Architectural/Engineering/
Construction Related Professional Services**

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Julie Samaniego, Construction and
Facilities Division Manager, Logistics Department

juliesamaniego@ocra.org

949.573.6471

Summary

This agenda item is submitted for the approval to renew and increase the blanket order contracts with ITZEN Architects, RRM Design Group, COAR Design Group and Lewis Schoeplein Architects for architectural, engineering and construction related professional services. The renewals/increases will provide additional professional design related services as specified in the contract agreements in support of OCFA's capital improvement program. Since the recommended increases would result in contracts in excess of the \$100,000 annual limit permitted under management authority, approval by the Executive Committee is required.

Prior Board/Committee Action

None

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to increase the current contract ending April 30, 2025 with ITZEN Architects by \$250,000 for the Fire Station 32 Facility Remodel and as-needed professional design related services to a new total not to exceed \$350,000.
2. Approve and authorize the Purchasing Manager to renew the blanket order contracts with ITZEN Architects, RRM Design Group, COAR Design Group and Lewis Schoeplein Architects for as-needed architectural, engineering and construction related professional services to an amount not to exceed \$200,000 annually per contract, for an aggregate total not to exceed \$800,000 for each contract's remaining three-year term.

Impact to Cities/County

Not Applicable

Fiscal Impact

Sufficient funding is available in the FY 2024/25 General Fund Property Management (12110) and Fire Stations and Facilities Fund (123) budgets for the recommended blanket order contract increases. Funding for future years will be provided for in future operating budgets.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

On November 17, 2022, the OCFA issued Request for Qualifications RO2584 for capital improvement and construction related professional services in support of the OCFA's capital improvement program, to include architectural and engineering design, project/construction management, and inspection services. As a result of this solicitation, ITZEN Architects, Inc., RRM Design Group, COAR Design Group, and Lewis Schoeplein Architects were each awarded a contract under management authority to perform architectural and engineering design services for an amount not to exceed \$100,000 annually. Services performed by these firms includes and is not limited to supporting capital projects Fire Station 24/Mission Viejo Replacement (P554), Inclusive Facilities (P413), Fire Station Remodels (P435), Fire Stations & Facility Concrete and Asphalt Replacement (P437), Fire Station and Facilities Roof Replacements (P443), RFOTC Training Grounds Expansion & Upgrade (P251), and various budgeted CIP projects which provide renovation and improvement of OCFA's Facilities.

Since awarding the professional services contracts under RO2584, the volume of work needed to support OCFA's capital improvement program has expanded resulting from the progression of projects approved under the FY 2023/24 5-Year CIP, including Inclusive Facilities remodels, Fire Station remodels, and Fire Station replacements.

Recommendation

To address the increase in OCFA's need for architectural and engineering services, staff is recommending that the current contract with ITZEN Architects Inc. ending April 30, 2025 be increased to \$350,000, and the remaining three one-year renewals for ITZEN, RRM, COAR, and Lewis and Schoeplein each be increased to a not to exceed amount of \$200,000 annually. Since the recommended contracts and extension increases exceed the \$100,000 professional services contract limit permitted under management authority, approval by the Executive Committee is requested.

Attachment(s)

1. Proposed Contract Amendment – ITZEN (5/1/24 – 4/30/25)
2. Proposed Contract Amendment – RRM (4/1/24 – 3/31/25)
3. Proposed Contract Amendment - COAR (4/1/24 – 3/31/25)
4. Proposed Contract Amendment - Lewis and Schoeplein (4/1/24 – 3/31/25)

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER THREE TO
CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER THREE TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT ("Amendment Three") is made and entered into this ___ day of June 2024, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Itzen Architects, an Architectural Firm, hereinafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA and Contractor entered into that certain Construction Related Professional Services Agreement on the 27th day of April, 2023 ("Original Agreement"), which is incorporated herein by this reference;

WHEREAS, the Original Agreement was subsequently amended by mutual agreement of the Parties on September 8, 2023 ("Amendment One"), and on April 2, 2024 ("Amendment Two");

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

WHEREAS, OCFA and Firm desire to amend the Agreement to update the contract amount from \$100,000 to \$350,000 annually for the term ending April 30, 2025.

AGREEMENT

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

1. Section 3.1: Compensation of Firm is hereby amended and restated in its entirety to read as follows:

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Attachment "1" to Exhibit "A", in an amount not to exceed Fifty-Seven Thousand Nine Hundred Dollars (\$57,900) for Architectural Design Services for Fire Station 23, and up to an additional annual amount not to exceed \$350,000 for as-needed services for the period ending April 30, 2025. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for services rendered deemed to be necessary by Firm and approved by OCFA. These Services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

2. Except as modified above, all terms and conditions of the Agreement, as amended by this Amendment Three shall remain unchanged and in full force and effect.
3. The persons executing this Amendment Three on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment Three.

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

“FIRM”

ITZEN ARCHITECTS

Date: _____

By: _____

Jana SB Itzen, AIA
Principal

Date: _____

By: _____

William Itzen, AIA
Principal

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER FOUR
TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER FOUR TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT ("Amendment Four") is made and entered into this __ day of June, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and RRM Design Group, a Corporation, hereafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Construction Related Professional Services Agreement on the 23rd day of March 2023 ("Original Agreement"), which is incorporated herein by this reference;

WHEREAS, the Agreement was subsequently amended by mutual agreement of the Parties on November 13, 2023 ("Amendment One"), January 11, 2024 ("Amendment Two"), and March 1, 2024 ("Amendment Three");

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

WHEREAS, OCFA and Firm desire to amend the Agreement to update the contract amount from \$100,000 to \$200,000 annually for the term ending March 31, 2025.

AGREEMENT

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

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1 Compensation of Firm.

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Attachment "1" to Exhibit "A", in an amount not to exceed Seventy-Seven Thousand Four Hundred Dollars (\$77,400) for Wildfire Resource Center Planning and Development Consultant Services, Five Thousand Five Hundred Dollars (\$5,500) for OCFA Wilderness Facility Master Plan, and up to an additional annual amount not to exceed \$200,000 for as-needed services for the period ending March 31, 2025. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for services rendered deemed to be necessary by Firm and approved by OCFA. These Services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

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

2. Except as modified above, all terms and conditions of the Agreement, as amended by this Amendment Four, shall remain unchanged and in full force and effect.
3. The persons executing this Amendment Four on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment Four.

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

“FIRM”

RRM DESIGN GROUP

Date: _____

By: _____

Mike Scott, LEED AP
Principal

Date: _____

By: _____

Erik Justesen
President/CEO

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER TWO
TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER TWO TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT ("Amendment Two") is made and entered into this __ day of June 2024, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Coar Design Group, an Architectural and Engineering Firm, hereafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Construction Related Professional Services Agreement on the 27th day of March 2023 ("Agreement"), which is incorporated herein by this reference;

WHEREAS, the Agreement was subsequently amended by mutual agreement of the Parties on October 30, 2023 ("Amendment One") to amend the Agreement for additional as-needed services and to reflect additional pricing and compensation information;

WHEREAS, OCFA desires to exercise its option to extend the term of the Agreement for an additional term through March 31, 2025; and

WHEREAS, OCFA and Firm desire to amend the Agreement to update the contract amount from \$100,000 to \$200,000 annually for as-needed services.

AGREEMENT

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

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1 Compensation of Firm.

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Attachment "1" to Exhibit "A", in an amount not to exceed Fifty Thousand Dollars (\$50,000) for OCFA Training Grounds Assessment Services and up to an additional annual amount not to exceed \$200,000 for as-needed services for the period ending March 31, 2025. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for services rendered deemed to be necessary by Firm and approved by OCFA. These Services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

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

2. Except as modified above, all terms and conditions of the Agreement, as amended by this Amendment Two, shall remain unchanged and in full force and effect.
3. The persons executing this Amendment Two on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment Two.

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

“FIRM”

COAR DESIGN GROUP

Date: _____

By: _____

Jeff Katz
Principal

Date: _____

By: _____

Jeff Katz
Secretary

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER FOUR
TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER FOUR TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT ("Amendment Four") is made and entered into this __ day of June, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Lewis Scheoplein Architects, an Architectural Firm hereafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Construction Related Professional Services Agreement on the 23rd day of March 2023 ("Original Agreement"), which is incorporated herein by this reference;

WHEREAS, the Agreement was subsequently amended by mutual agreement of the Parties on September 6, 2023 ("Amendment One"), September 20, 2023 ("Amendment Two"), and April 11, 2024 ("Amendment Three");

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

WHEREAS, OCFA and Firm desire to amend the Agreement to update the contract amount from \$100,000 to \$200,000 annually for the term ending March 31, 2025.

AGREEMENT

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

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1 Compensation of Firm.

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Attachment "1" to Exhibit "A", in an amount not to exceed Thirty-One Thousand Two Hundred Dollars (\$31,200) for Professional Architectural Services for Modifications to the Emergency Command Center, in accordance with the terms set forth in Attachment "2" to Exhibit "A", in an amount not to exceed Eight Thousand Two Hundred Fifty Dollars (\$8,250) for Professional Architectural Services for Fire Station 22 and p to an additional annual amount not to exceed \$200,000 for as-needed services for the period ending March 31, 2025. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for services rendered deemed to be necessary by Firm and approved by OCFA. These Services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

Included within the compensation are all of Firm's ordinary office and overhead expenses, its agent's and employee's compensation, meetings with OCFA

representatives, and incidental costs to perform the stipulated Services.

2. Except as modified above, all terms and conditions of the Agreement, as amended by this Amendment Four, shall remain unchanged and in full force and effect.
3. The persons executing this Amendment Four on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment Four.

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

“FIRM”

LEWIS SCHIEPLEIN ARCHITECTS

Date: _____

By: _____

Toni Lewis, AIA, LEED AP
Principal

Date: _____

By: _____

Marc Schoeplein, AIA, LEED AP
Principal



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 27, 2024

Agenda Item No. 2G
Consent Calendar

**Award of RFP #RO2672 for Generator
Maintenance and Repair Services**

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Julie Samaniego, Construction and
Facilities Division Manager/Logistics Department

juliesamaniego@ocfa.org

714.573.6471

Summary

This agenda item seeks approval to award a contract for Generator Maintenance and Repair Services to Duthie Power Services, the highest-ranking vendor responding to Request for Proposals RO2672.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to issue a blanket order for Generator Maintenance and Repair Services for an initial one-year term with the option of four (4) one-year renewals at an amount not to exceed \$300,000 annually (\$1,500,000 for the total five-year term).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is included in the FY 2024/25 Property Management Division Budget. Funding for future years will be included in proposed future operating budgets.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

The Property Management Department is responsible for the maintenance and repair of OCFA's headquarters, fire stations, and other properties. The department utilizes outside contractors for various maintenance and repair services to efficiently and cost effectively supplement staff resources during peak workload, and to perform specialized and after-hours emergency services.

Request for Proposals (RFP) Process

On February 6, 2024 RFP RO2672 was issued and sent to 581 vendors to solicit proposals for maintenance and repair of OCFA's power generators. A non-mandatory pre-proposal meeting was held on February 15, 2024, with four vendors attending. On March 7, 2024, the proposal due date, seven proposals were received, with one marked as non-responsive due to missing documentation.

Evaluation

An evaluation team comprised of three staff members evaluated the written proposals based on the following weighted criteria as specified in the RFP: Method of Approach (20), Statement of Qualifications (30), Communications/ Customer Service (10), and Pricing (40). After an evaluation of all written proposals, Duthie Power Services was unanimously ranked the highest overall.

Scoring

Final evaluation scores resulted in Duthie Power Services as the number one ranked contractor. Evaluation scores for responsive vendors are shown below:

RO2672 - Generator Maintenance, and Repair Services

Evaluation Rankings*

	Duthie Power Services	Global Power	Total Power Solutions	Odyssey Power Corporation	Quinn Power Systems	Bay City Electric Works
Cost of Proposal	\$178,458.00	\$168,238.00	\$194,895.00	\$374,026.00	\$373,908.00	\$355,559.84
Method of Approach (20)	14.7	12.0	12.7	13.3	10.7	10.0
Qualifications & Experience (30)	21.0	16.0	16.0	18.0	14.0	14.0
Communications and Resources (10)	7.0	4.0	5.3	6.3	5.0	4.7
Proposed Cost (40)	37.7	40.0	34.5	18.0	18.0	18.9
Overall Score (100 max.)	80.4	72.0	68.5	55.7	47.7	47.6
Ranking	1	2	3	4	5	6

**Weighted criteria shown is average of the three evaluators*

Conclusion and Recommendation for Award

Based on the results of the RFP, staff is recommending the award of this contract for generator maintenance and repair services to Duthie Power Services for an initial one-year term with the option of four (4) one-year renewals at an amount not to exceed \$300,000 annually (\$1,500,000 for the total five-year term). This provides \$178,458 for annual scheduled maintenance, and up to \$121,542 annually for as-needed unscheduled repairs, based on historical repair activity.

Attachments:

1. Proposed Maintenance Services Agreement
2. Proposal from Duthie Power Services

Note: RFP RO2672 Solicitation Document (on file in the Office of the Clerk and available upon request)

**ORANGE COUNTY FIRE AUTHORITY
GENERATOR MAINTENANCE AND REPAIR AGREEMENT**

THIS AGREEMENT FOR GENERATOR MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this _____ day of June 2024 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Duthie Electric Service Corporation, a Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

RECITALS

A. OCFA requires the services of a qualified contractor to provide generator maintenance and repair services at the OCFA Regional Fire Operations and Training Center (RFOTC) located at 1 Fire Authority Rd. Irvine, CA 92602, fire stations, and other properties.

B. Contractor has submitted to OCFA a proposal to provide such generator maintenance and repair services dated February 26, 2024, attached hereto as Exhibit "A".

C. OCFA desires to retain Contractor to provide such generator maintenance and repair services

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

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Contractor shall provide those generator maintenance, and repair services under a fixed-price contract as specified in the Scope of Services, attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP RO2672, dated February 6, 2024 ("RFP"), (2) Contractor's Proposal, dated February 26, 2024, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Contractor warrants that all generator maintenance services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all of its employees and subcontractors providing any Work or Services under this Agreement

shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA. 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.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where the Services or Work is to be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon

any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform OCFA of such fact and shall not proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.5 Care of Work.

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

1.6 Prevailing Wage.

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

2. COMPENSATION

2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed Three Hundred Thousand (\$300,000) Dollars Annually. The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2.2 Method of Payment.

In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to OCFA in the form

approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

2.3 Changes.

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

2.4 Appropriations.

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

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy,

unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. Following the Initial Term, and prior to any subsequent renewal term, 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 March in the Producer Price Index for Maintenance and Repair of Nonresidential Buildings - Product Code WPU802, as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>).

4. COORDINATION OF WORK

4.1 Representative of Contractor.

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

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

4.2 Contract Officer.

The Contract Officer shall be David Nickols, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract

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

4.3 Prohibition Against Subcontracting or Assignment.

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

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number,

compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

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

4.5 Employee Retirement System Eligibility Indemnification.

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

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

5. INSURANCE

5.1 Compliance with Insurance Requirements.

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

5.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy.

against the OCFA, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements.

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

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall

be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days' prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that

insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

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

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA),

indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, Contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, all drawings, specifications, reports,

records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

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

8.5 Termination Prior to Expiration of Term.

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

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

8.6 Termination for Default of Contractor.

A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCFA may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCFA may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCFA as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any OCFA right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCFA's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for

completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

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

10. MISCELLANEOUS PROVISIONS

10.1 Notice.

Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in

writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA:

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

To Contractor:

Duthie Power Services
Attention: Randy Gross
2335 E Cherry Industrial Circle Long
Beach, CA 90805

10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

10.8 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

APPROVED AS TO FORM.

ATTEST:

By: _____

David E. Kendig
General Counsel

Maria D. Huizar
Clerk of the Board

Date: _____

“CONTRACTOR”

DUTHIE ELECTRIC SERVICE CORPORATION

Date: _____

By:  _____
Carlos Cestero
Chief Financial Officer

Date: 5/17/24 _____

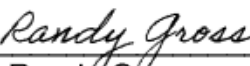
By:  _____
Randy Gross
Director of Operations

EXHIBIT “A”



The Generator Experts • 24 Hour Service • License #708125

5/17/2024

Letter of Transmittal

To: Rothchild Ong
Assistant Purchasing Agent

Orange County Fire Authority
1 Fire Authority Road, Building C
Irvine, Ca. 92602

Re: Request for Proposal # RO2672: for generator maintenance and repair services in accordance with the specifications provided herein.

Dear Rothchild Ong,

Thank you for the opportunity to conduct business with Orange County Fire Authority. We have reviewed the RFP and are pleased to submit our proposal for the Generator Maintenance and repair. Our proposal is built on our proven success for providing Emergency Generator routine maintenance, emergency response including generator deployment of our rental generator fleet as well as trouble shooting and providing repair services for your existing back-up generator systems at competitive prices and with world class customer service.

The following individuals, together or individually, are authorized as signatories and to negotiate on behalf of Duthie Electric Service Corp., dba Duthie Power Services, Inc. ("DPS") relating to terms and conditions.

Mr. Randy Gross, Director of Operations 800-394-7697 x 1243 randyg@duthiepower.com
Mr. Carlos Cestero, CFO 800-394-7697 x 1249 carlos@duthiepower.com

Duthie Power Services ("DPS"), is ready to begin operations immediately upon contract being awarded. This proposal will remain valid for ninety (180) days from the closing date of February 29, 2024.

Should you desire or require any clarifications, please don't hesitate to contact me at the email or call at the above contact points.

Sincerely,
Randy Gross

Randy Gross
Director of Operations

Date: 5/17/2024



The Generator Experts • 24 Hour Service • License #708125

- **Company Profile**

Duthie Power Services (DPS) is a California S-Corporation and has been in the generator service, sales and rental business for over fifty years. The company was established in 1964 and incorporated in 1965. DPS currently has over 60 employees and has two offices. The corporate office is located in Long Beach, Ca. Where we have over 17,700 square feet of enclosed office and warehouse space, our outside service yard is 65,780 square feet. Additionally we have an office in Escondido, Ca. Which was established in 2018. This is a smaller facility but allows us a quicker access times to our San Diego customers.

- **General**

Duthie Electric Service Corp. Dba Duthie Power services, Inc.
2335 Cherry Industrial Circle
Long Beach, Ca. 90805
562-790-1772 phone
562-790-8230 fax

- **Contact person**

Mike Goodman, Sales Engineer
Mikeg@duthiepower.com
562-790-1772 x 1224
310-505-8025 cell

- **Lines of Business**

DPS's lines of business are varied but include many life safety emergency response verticals including but not limited to the various verticals below.

- Hospitals and healthcare facilities
- Commercial and industrial buildings
- Property and building management
- High-rise office buildings
- Communication and Data centers
- Colleges and Universities
- School Districts
- Hotels
- Cellular service towers
- Utility companies
- Refineries
- Amusement parks
- Governmental agencies
- Grocery and warehouse stores
- Marine
- High-end residential



The Generator Experts • 24 Hour Service • License #708125

- **Company Experience**

The experience of the Duthie Power team exceeds even our closest competitors. Our Management Team, Office Support Team and generator technicians have a combined experience of over 200 years in the generator industry, with many of our technicians and staff having worked for our company for over 20 years. We are the largest independent generator and fire pump service provider in Southern California. We specialize in performing routine maintenance, diagnostics, repairs, and emergency power restoration on all makes and models of diesel, natural gas, LP vapor, liquid (spark ignited) generator and diesel fire pumps – 24 hours a day, 365 days a year. Our mission is to provide prompt quality generator service 24 hours per day, seven days a week – at competitive prices.

Over the last 7 years we have invested heavily in our software infrastructure to enable us to provide our customers with a seamless service experience. Our software is service management specific and covers all aspects of our company, including financial, service management and rental management. Our integrated CRM system manages our customer communications and journeys. Additionally our suite of software allows our technicians, account managers and clients to access the system remotely to accurately document all field activities in real time.

- **Service department overview**

Our service department offers both electrical and mechanical generator and engine repair services. Our service technicians are on call – 24 hours a day, 365 days per year making Duthie Power a true 24-hour service company complete with live operators who answer all our calls. We do not use answering machines. Our account management team works hard to make sure our customer have the services that they need when they need them. Our over 30 service technicians are factory trained **“CATERPILLAR, CUMMINS/ONAN, KOHLER, GENERAC, DETROIT, BLUESTAR, AND MULTIQUIP”** diesel powered generators and many are also **EGSA** (Electrical generating Systems Association) certified. Each technician has a service vehicle that is stocked with needed parts and they also have 24-hour access to our warehouse where we provide a large selection of parts inventory needed for repairs and maintenance. Our service department includes a procurement team that has been with the company for over 30 years and understands where to locate even hard to find obscure parts. In addition to our generator services, we also provide complete auto transfer switch maintenance, repair, and re-calibration to factory specifications if required.

- **Rental department overview**

Our rental department understands what “emergency” means and offers **DUTHIE OWNED** rental generators from 25kw through 1500kw. We have four rental technicians and over thirty service department technicians that are available for delivery and hookup, per code, at your site. Further we have over 40,000 feet of cable in stock for any hookup needed. Our rental fleet is one of the largest in California in kw and since we own our fleet, you can be assured that they are well maintained and will do the job required. We also offer transformers, fuel tanks, load



The Generator Experts • 24 Hour Service • License #708125
banks, transfer switches, moto generators and distribution panels for rent. Onsite fueling service is also available. Our rental department operates 24 hours a day, 365 days a year.

- **Employee Training Program**

All DPS employees have different areas of training requirements and needs.

- Duthie technicians (service and rental) are "factory-trained" to service an extensive range of generator and fire pump engine make and models. We send our technicians to all of the latest training offered by the manufactures as available, as well as off them additional online training options. They are trained to follow the best practices of the NFPA and have experience with Fire and Life Safety Practices many of our technicians are EGSA certified.
- The Duthie Service Department holds monthly safety meetings where continuous training and reinforcement of policies are delivered.
- The Duthie Account Management and Office Support Teams receive continuous training on providing best in class customer service.

- **Company Quality Assurance / Control Program**

Duthie Power Services has an established and experienced team. Our supervisory team routinely performs follow-up site visits, verifying that our policies and procedures are being followed for all of our regularly scheduled maintenance and emergency service repairs. Our current team has established and will maintain the relationship with OC Fire staff and follow your business practices as requested. Our team will be available for a monthly review of your project or whenever required by your team.

DPS will provide only qualified technicians for equipment to be serviced. All of our technicians have the following experience and requirements:

- Technicians are Hazmat certified.
- Technicians are manufacturer certified on any equipment they will work on such as generators and ATS.
- Technicians do have applicable industry certifications.
- Technicians are required to attend DPS monthly safety meetings.
- Technicians are enrolled in "American Substance Abuse Professional" drug solution program. Providing solutions for a drug-free and safer workplace. Maintaining compliance with the U.S. Department of Transportation (DOT) programs.

Form

W-9

(Rev. October 2018)

Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

DUTHIE ELECTRIC SERVICE CORPORATION

2 Business name/disregarded entity name, if different from above

DUTHIE POWER SERVICES

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

☐ Individual/sole proprietor or
single-member LLC☐ C Corporation☒ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶4 Exemptions (codes apply only to
certain entities, not individuals; see
instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2335 E CHERRY INDUSTRIAL CIRCLE

6 City, state, and ZIP code

LONG BEACH, CA 90805

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.**Part I Taxpayer Identification Number (TIN)**Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[] [] [] - [] [] - [] [] [] []

or

Employer identification number

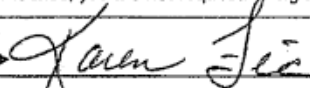
9 5 - 3 8 1 0 5 7 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
HereSignature of
U.S. person ▶

Date ▶

02/16/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

SECTION V: PROPOSAL REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. All Offerors are expected to provide detailed answers to the following points. The answers provided will be relevant in the evaluation process of the proposal. Additional information, if provided, should be separately identified in the proposal.

Proposal Response Format:

Offerors shall submit a written proposal that presents the Offeror's qualifications and understanding of the services to be provided and the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project. Proposals shall include, at a minimum, the following:

1. **Letter of Transmittal** (*Exhibit A*)
2. **Certification of Proposal** (*Exhibit B*)
3. **Offeror's Information** (*Exhibit C*)
4. **IRS Form W-9** (*Exhibit D*)
5. **Party Participant and Agent Disclosure Forms** (*Exhibit E*)
6. **Communications I Customer Service** (*Exhibit F*)
7. **Qualifications Questionnaire** (*Exhibit G*)
8. **Statement of Qualifications** (*Exhibit H*)
9. **References** (*Exhibit I*)
10. **Pricing Page** (*Exhibit J*)

EXHIBIT A: LETTER OF TRANSMITTAL

Letter of Transmittal: The Letter of Transmittal shall be addressed to Rothchild Ong, Assistant Purchasing Agent, OCFA Purchasing Department, and should, at a minimum, contain the following:

- a. Identification of Offeror, including name, address, and telephone number.
- b. A brief summary of the Offeror's understanding of the objectives outlined in the scope of work with a commitment to provide the equipment and services in accordance with its proposal and the terms and conditions of any contract which may be awarded pursuant to this RFP.
- c. A brief statement describing how your firm meets the minimum qualifications outlined in Section II. Please attach relevant certificates indicating compliance with the minimum qualifications.
- d. A statement to the effect that the proposal shall remain valid for not less than one hundred and eighty (180) days from the date proposals are due.
- e. The Letter of Transmittal should be provided on the firm's letterhead and must be signed by an individual authorized to bind the Offeror.

EXHIBIT B: CERTIFICATION OF PROPOSAL

In responding to **RFP RO2672 - GENERATOR MAINTENANCE AND REPAIR** the undersigned Offeror(s) agrees to provide services to OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this proposal, and the resulting Maintenance Services Agreement. **If there are any exceptions to or deviations from the terms of the Maintenance Services Agreement (Exhibit K), they must be stated in an attachment included with the offer.** Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Exhibit K.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination:

I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the Offeror.

To the Orange County Fire Authority:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

NAME OF FIRM: Duthie Electric Service Corp. / dba Duthie Power Services

ADDRESS: 2335 Cherry Industrial Circle

CITY: Long Beach **STATE:** Ca. **ZIP CODE:** 90805

PRINTED NAME: Erik Duthie TITLE: General ManagerSIGNATURE OF PERSON
AUTHORIZED TO SIGN:Erik R. DuthieDATE: 2/27/2024**EXHIBIT C: OFFEROR'S INFORMATION**

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

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

CONTRACTOR'SLICENSE NO: 708125 CLASS: C-10 EXPIRATION: 6/30/2024CA DIR REGISTRATION NUMBER: 1000027141 EXPIRATION: _____CONTRACTOR TELEPHONE: 562-790-1772 CONTRACTOR FAX: 562-790-8230BUSINESS ADDRESS: 2335 Cherry Industrial Circle Long Beach, Ca. 90805LENGTH OF TIME IN BUSINESS: Established in 1964 and incorporated in 1965LENGTH OF TIME AT CURRENT LOCATION: 25 YearsNUMBER OF EMPLOYEES: 65 NUMBER OF CURRENT CLIENTS: 2,500

*If the contractor operates as a sole proprietorship:*NAME OF INDIVIDUAL CONTRACTOR: N / ASIGNATURE OF OWNER: N / ABUSINESS ADDRESS: N / A

*If the contractor operates under a partnership:*NAME OF FIRM: N / APARTNER NAME: N/A PARTNER TITLE: _____

PARTNER ADDRESS: N/A

SIGNATURE OF PARTNER: N / A

PARTNER NAME: N/A PARTNER TITLE: N/APARTNER ADDRESS: N / ASIGNATURE OF PARTNER: N / A

If contractor operates under a corporation:

✓ NAME OF CORPORATION: Duthie Electric Service Corp. / dba Duthie Power Services

CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA:



SIGNATURE OF CORPORATION PRESIDENT

SIGNATURE OF THE CORPORATION SECRETARY

DATE March 4 2024

Management person responsible for direct contact with OCFA:

NAME: _____ TITLE: _____

TELEPHONE: _____ E-MAIL: _____

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

NAME: _____ TITLE: _____

TELEPHONE: _____ E-MAIL: _____

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 4th DAY OF March 2024

BY

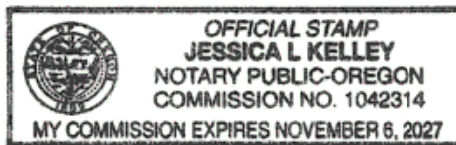
Richard Duthie
(Print Name)

(Signature of Notary Public)

(Attach Jurat)

(Signature)

TITLE

President

(SEAL)

(SEAL)

PARTNER NAME: N/A PARTNER TITLE: N/APARTNER ADDRESS: N / ASIGNATURE OF PARTNER: N / A*If contractor operates under a corporation:*✓ NAME OF CORPORATION: Duthie Electric Service Corp. / dba Duthie Power Services

CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA:

SIGNATURE OF CORPORATION PRESIDENT



SIGNATURE OF THE CORPORATION SECRETARY

DATE

2/27/24*Management person responsible for direct contact with OCFA:*

NAME: _____ TITLE: _____

TELEPHONE: _____ E-MAIL: _____

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

NAME: _____ TITLE: _____

TELEPHONE: _____ E-MAIL: _____

SUBSCRIBED AND SWORN TO BEFORE ME

BY

THIS _____ DAY OF _____ 20____

(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE _____

(SEAL)

(SEAL)

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

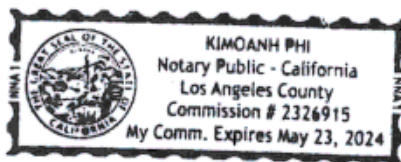
State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on
this 27th day of February, 2024, by
Date Month Year

(1) Christina Eileen Ruthie

(and (2) _____).
Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

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

Signature Kimoanh Phi
Signature of Notary Public

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Request for Proposal - DCFADocument Date: 2/26/24 Number of Pages: 31Signer(s) Other Than Named Above: No Other Signers

EXHIBIT E: PARTY AND PARTICIPANT DISCLOSURE FORMS

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

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

ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS

John R. O'Neill, Chair City of Garden Grove	Troy Bourne, Vice Chair City of San Juan Capistrano
Ross Chun, Director City of Aliso Viejo	Connor Traut, Director City of Buena Park
Anne Mallari, Director City of Cypress	Mike Frost, Director City of Dana Point
Kelly Jennings, Director City of Laguna Niguel	Tammy Kim, Director City of Irvine
Joshua Sweeney, Director City of Laguna Hills	Dave Shawver, Director City of Stanton
Noel Hatch, Director City of Laguna Woods	Mark Tettemer, Director City of Lake Forest
Shelley Hasselbrink, Director City of Los Alamitos	Bob Ruesch, Director City of Mission Viejo
Carol Gamble, Director City of Rancho Santa Margarita	Chris Duncan, Director City of San Clemente
Vince Rossini, Director City of Villa Park	Phil Bacerra, Director City of Santa Ana
Joe Kalmick, Director City of Seal Beach	Austin Lumbard, Director City of Tustin
Nitesh Patel, Director City of La Palma	Chi Charlie Nguyen, Director City of Westminster
Beth Haney, Director City of Yorba Linda	Donald P. Wagner, Director County of Orange

Katrina Foley, Director
County of Orange

PARTY DISCLOSURE

The attached Party Disclosure Form must be completed and submitted by the Offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated in Section VI this solicitation. It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of OCFA for approval. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.
 - 1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements¹ for use, including all entitlements for land use, all contracts² (other than competitively bid, labor or personal employment contracts), and all franchises.
 - 2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
 - 3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

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

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

PARTY DISCLOSURE FORMParty's Name: N/AParty's Address: N/AN/AParty's Telephone: N / ASolicitation Title and Number: N / A

Based on the party disclosure information provided, are you or your firm subject to party disclosures?
No **N/A** ☐ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: N/A N/A**Signature of Party andlor Agent**

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

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

Name of Member: N/AName of Contributor (if other than Party): N / ADate(s): N/AAmount(s): N / AName of Member: N/AName of Contributor (if other than Party): N / ADate(s): N / AAmount(s): N / A

PARTICIPANT (AGENT) DISCLOSURE

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors. No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.
- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the board members in complying with the law).
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

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

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
 - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Authority's or one of its affiliated agencies' decisions in the proceeding; **AND**
 - b. The individual or entity, directly or through an agent, does any of the following:
 - i. Communicates directly, either in person or in writing, with a board member or alternate of OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - ii. Communicates with an employee of OCFA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - iii. Testifies or makes an oral statement before the Board of Directors of OCFA or any of its affiliated agencies.
2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding for this proposed involving a contract award. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.

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

PARTICIPANT (AGENT) DISCLOSURE FORMPrime's Firm Name: N/AParty's Name: N / AParty's Address: N / AParty's Telephone: N/ASolicitation Title and Number: N/A

Based on the participant disclosure information provided, are you or your firm subject to participant disclosures?

No N/A ☐ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.Date: N/A N/A**Signature of Party and/or Agent*****To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.***

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

Name of Member: N/AName of Contributor (if other than Party): N / ADate(s): N/AAmount(s): N / AName of Member: N/AName of Contributor (if other than Party): N / ADate(s): N / AAmount(s): N / A

EXHIBIT F: COMMUNICATIONS I CUSTOMER SERVICE

Offerors shall provide detailed information that describes how the respondent intends to provide the requested equipment and services set forth in the Scope of Work. Responses will be used to evaluate **Criterion 4.2.1 and 4.2.3 Method of Approach I Customer Service** and should address and identify, at a minimum, the criteria below:

G1.ORDERING

G2.1 Service ordering process

- i. Our service department includes a procurement team that has been with the company for over 30 years and understands where to locate even hard to find obscure parts. In addition to our generator services, we also provide complete auto transfer switch maintenance and repair and re-calibration to factory specifications if required.

PM's are scheduled in advance.

Emergency service call

Call in received in our office

Specific to the problem, a technician is dispatched

Repair is made if possible while on site

If additional materials are needed, a quote estimate is generated to customer

G2.2 Standard timeline for receipt of product/service after placing the order

a. Availability of personnel

- i. DPS currently has over fifty-eight (58) employees and has two offices. The corporate office is located in Long Beach, CA ,where we have over 17,748 square feet of enclosed office and warehouse space and our outside service yard is 65,780 square feet. Additionally we have an office in Escondido, CA which was established in 2018. Normal working hours Monday thru Friday 7:00am to 3:30pm. Overtime available after normal working hour 24/7 365 days per year.

b. Service areas

- i. Southern California

G2.3 Pricing / discounts off the manufacturer's list for additional items not specified in the resulting agreement

- i. None

G2.ONGOING MAINTENANCE

G3.1 Process for initiating warranty-related services

c. Quality assurance process

- Duthie Power Services has an established and experienced team. Our supervisory team routinely performs follow-up site visits, verifying that our policies and procedures are being followed for all of our regularly scheduled maintenance and emergency service repairs. Our current team has established and will maintain the relationship with OC Fire staff and follow your business practices as requested. Our team will be available for a monthly review of your project or whenever required by your team.
- DPS will provide only qualified technicians for equipment to be serviced. All of our technicians have the following experience and requirements:
 - Technicians are Hazmat certified.
 - Technicians are manufacturer certified on any equipment they will work on such as generators and ATS.
 - Technicians do have applicable industry certifications.

- Technicians are required to attend DPS monthly safety meetings.
- Technicians are enrolled in "American Substance Abuse Professional" drug solution program. Providing solutions for a drug-free and safer workplace. Maintaining compliance with the U.S. Department of Transportation (DOT) programs.

d. Warranty terms

Duthie Power Services Warranty

The warranty for equipment or parts sold and/or installed shall be the warranty extended by the warranting manufacturer. Equipment or parts are warranted against defective materials and workmanship for the period stated by the manufacturer. All defective merchandise must be returned to Duthie, transportation prepaid, and if the same is found to be defective, it will be replaced or repaired free of charge F.O.B. Duthie. This warranty does not cover replacement labor cost, or any other cost or claim incident to the defect, replacement or reinstallation, nor field repair expenses or rental or loaner equipment unless paid for by the warranting manufacturer.

Duthie service labor is warranted for one (1) year, but as stated above this does not cover replacement labor costs for defective merchandise unless paid for by the manufactures warranty. All warranty repair work is valid only during normal working hours. Emergency service is available at an additional cost.

DPS assumes no responsibility for damage to equipment or apparatus through improper installation or maintenance by others, or its operation outside the range of its rated capacity, whether such operation is intentional or otherwise. Furthermore, DPS does not assume responsibility for unauthorized repairs to the equipment or apparatus even though defective, or damages resulting from such repairs, and in no case shall its responsibility extend to equipment or apparatus or other than the parts provided by DPS.

G3.2 Repair/Replacement Program

- a. Repair procedures and the process for initiating repair requests
 - For regular hour calls and after-hours/weekends/emergency calls, including Sundays and holidays).
 - i. Our service and rental technicians are on call – 24 hours a day, 365 days per year. We are a true 24-hour service with live operators – no answering machines and we guarantee a 15-minute telephone response to all calls. Once contact is made a technician is dispatched based upon the customers need. Our technicians and our rental fleet of generators are on standby for when you need us the most.
- b. On-site service response times
 - i. 4 hour on technician on site
- c. Turnaround time for repairs
 - i. Our service department includes a procurement team that has been with the company for over 30 years and understands where to locate even hard to find obscure parts.

d. Tracking methods for service completion

- i. Our client web portal "FM Anywhere" is a browser-based tool that allows our customers a secure and easy way to review their service requests and invoices, enter a new service request, accept a quote, and much more. Our self-service portal gives our clients the power to better manage business by having all of their work history at their fingertips.

j.

e. Automated Processes

- i. Unique portals can easily be made for individual customers. In fact, each area manager can see just their own area of responsibility under their unique portal login. Individual customer dashboards can be customized to include open work orders, open quotes, closed, billed, etc.

All information is auto-synced, delivering up-to-date, real-time data, 24/7 for our customers. Self-service portals with reporting and analytics provide value, added to quality service that our customers appreciate year after year.

G3.3 Technical Support**a. Availability of technical support when troubleshooting issues**

- i. Our technicians are factory trained for KATOLIGHT, CAT, CUMMINS/ONAN, KOHLER, GENERAC, DETROIT, and MULTQUIP diesel power gensets and many are also EGSA (Electrical Generating Systems Association) certified. Each technician has a service vehicle that is stocked with needed parts and they also have 24-hour access to our warehouse where we provide a large selection of parts inventory needed for repairs and maintenance.

b. Process for initiating requests

- i. Our Account management software uses Escalation Management technology to automate much of the service workflow process. The "escalation profiles" enable the system to automatically e-mail, fax or text a manager if a work order falls out of spec. This automated functionality built into our service workflow removes a great deal of human intervention from routine processes.

c. Method of contact

- i. Account management software or call (800) 487-7368

d. Hours of availability

- i. Duthie Power is a true 24-hour service company complete with live operators who answer all of our calls. We do not use answering machines.

Normal working hours, Monday thru Friday 7:00am to 3:30pm, all other time is covered in our overtime rates.

EXHIBIT G: QUALIFICATIONS QUESTIONNAIRE

1. Provide the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:
 - a) Erik Duthie General Manager 562-790-1772 erik@duthiepower.com
 - b) Carlos Cestero Controller 562-790-1772 carlos@duthiepower.com
 - c) Randy Gross Head of Sales and Quality Assurance 562-790-1772 randyg@duthiepower.com
 - d) Dewey Brunson Head of Service 562-790-1772 dewey@duthiepower.com
2. Provide the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal.
 - a) Duthie Electric Service Corp. dba Duthie Power Services has not filed for the protection of the U.S. Bankruptcy Court.
3. Provide all current and prior DBA's, aliases, and fictitious business names for any principal having an interest in this proposal.
 - a) Duthie Power Services
4. For each violation of labor law determined by any Federal, State or local agency to have been committed by the Bidder or any principal having an interest in this proposal, identify any measures that have been imposed by, or agreed upon with, the Federal, State or local agency as punishment for past violations or to prevent future violations.
 - a) None
5. State the title and date, and attach a copy of, each written threat, bid depository, claim, lawsuit, discipline or other written action by the Contractor State License Board against the Bidder or any principal having an interest in this proposal.
 - a) None
6. Identify the following information about each claim asserted against the Bidder or any principal having an interest in this proposal relating to industrial safety within the past eight (8) years: name of the agency/entity asserting the claim; the date of the claim; the date of the alleged violation giving rise to the claim; the claim number, if any. Attach a copy of the claim.
 - a) None
7. Has the Bidder or any principal having an interest in this proposal been disqualified from bidding on, or from finishing, any other public works project in the past 8 years? If so, for each such disqualification, identify: who was disqualified; which public agency disqualified; the date of the disqualification; the alleged basis for the disqualification;
 - a) None
8. Has the Bidder or any principal having an interest in this proposal: (a) filed (voluntarily or involuntarily) for bankruptcy protection; (b) been sued or arbitrated a dispute; been involved in a contract termination involving a public works project; or (c) failed to complete work required by a construction contract? If so, provide detailed information.
 - a) None
 - b) None

c) None

9. Please submit an attachment detailing the following information about all current projects:

- a) Project Name
 - b) Description of Bidder's Work
 - c) Completion Date
 - d) Project Cost
- Boeing Huntington Beach
 - Emergency generator maintenance, demand repair and replacement.
 - Current
 - \$ 50,000.00
 - Target Stores
 - Emergency generator maintenance, demand repair and replacement.
 - Current
 - \$ 80,000.00
 - Disney Resorts
 - Emergency generator maintenance, demand repair and replacement.
 - Current
 - \$ 150,000.00
 - City of Anaheim
 - Emergency generator maintenance, demand repair and replacement.
 - Current
 - \$ 200,000.00
 - Irvine Company
 - Emergency generator maintenance, demand repair and replacement.
 - Current
 - 300,000.00

EXHIBIT H: STATEMENT OF QUALIFICATIONS

Offerors shall provide a statement of qualifications that shows the ability, capacity, experience, and skill of the Offeror, their staff, and the proposed equipment to meet the requirements as outlined in **Section II: Scope of Work**.

Statements will be used to evaluate **Criterion 4.2.2 Statement of Qualifications** and should address and include, at a minimum, the following:

- H1.** Offeror's experience in providing services as required in this RFP for entities/agencies of similar size and complexity as OCFA. Include the number of years the Offeror has been performing similar services.
- H2.** Offeror's experience with local governments
- H3.** Offeror's experience in dealing with equipment malfunctions / failures and how the Offeror overcame these challenges
- H4.** A list of agencies or customers currently using the proposed services and equipment

Responses:

H1: The experience of the Duthie Power team exceeds even our closest competitors. Our Management Team, Office Support Team and Generator Technicians have combined experience of over 200 years in the generator industry, with many of our technicians and staff having worked for our company for over 20 years. We are the largest independent generator and fire pump service provider in Southern California. We specialize in performing routine maintenance, diagnostics, repairs, and emergency power restoration on all makes and models of diesel, natural gas, LP vapor, liquid (spark ignited) generators and diesel fire pumps – 24 hours and day, 365 days a year. Our mission is to provide prompt quality generator service – 24 hours per day, seven days a week.

H2: City of Anaheim
SCE
City of Riverside

H3: Each technician has a service vehicle that is stocked with needed parts and they also have 24-hour access to our warehouse where we provide a large selection of parts inventory needed for repairs and maintenance. Our service department includes a procurement team that has been with the company for over 30 years and understands where to locate even hard to find obscure parts.

H4: Irvine Company
Target Stores
City of Anaheim
Disney Resort
Verizon Wireless
ABM engineering
CBRE
Boeing
JLL
Kaiser Hospitals, Additional customer names upon request.

EXHIBIT I: REFERENCES

Provide a minimum of three business references, preferably at the level of local public agency or federal agency for which equipment and services similar to those requested in this RFP have been provided, or are currently being provided. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Reference information should include (as applicable):

- **Agency Name**
- **Project Description**
- **Number of units in use**
- **Project start and end dates**
- **Agency contact name, title, telephone number and email address**

Disneyland Resort
Emergency generator maintenance and repair
75 units
Current
Mario Patricio 714-781-1067

Boeing Huntington Beach
Emergency generator maintenance and repair
25 units
Mike Viles 714-357-0594

Verizon Wireless
Emergency generator maintenance and repair
18 units
Jeff Hollenbeck 714-349-5620

Target Stores
Emergency generator maintenance and repair
56 units
Rena Torborg 612-304-5812

EXHIBIT J: PRICING PAGE

Please provide your proposal costs sheet and rates with Exhibit J Pricing Page in a separate sealed envelope or upload as the separate "Cost File" in the online bidding system.

PROPOSAL COSTS - The fee information is relevant to a determination of whether the pricing offered is fair and reasonable in light of the items and services to be provided. Pricing shall include all labor and charges incidental to the requested work. OCFA reserves the right to award multiple contracts if it is deemed to be in the best interest of OCFA.

Please provide a response for each section. Failure to do so may result in the proposal being deemed non-responsive.

FEE SCHEDULE (FREQUENTLY REQUESTED SERVICES)		
1. ANNUAL MAINTENANCE SERVICES		
Quantity/Description	Unit Price	Ext. Total
Annual scheduled generator maintenance based on locations and equipment listed in Exhibits L & M. (Complete OCFA Generator Maintenance Pricing List) Materials: * Includes equipment rental load banks, filters, fresh oil, disposal and tax	Labor: <u>\$53,820.00</u> Materials: <u>\$63,198.00</u> Overhead: <u> </u>	 \$117,018.00
2. QUARTERLY MAINTENANCE SERVICES		
Quantity/Description	Unit Price	Ext. Total
Quarterly scheduled generator maintenance based on locations and equipment listed in Exhibits L & M. (Complete OCFA Generator Maintenance Pricing List)	Labor: <u>\$61,440.00</u> Materials: <u> </u> Overhead: <u> </u>	 \$61,440.00

3. TOTAL ANNUAL MAINTENANCE		
Quantity/Description	Unit Price	Ext. Total
TOTAL COST OF YEARLY MAINTENANCE - 1 Annual "Major" Service per generator - 3 Quarterly "Minor" Service per generator (Complete OCFA Generator Maintenance Pricing List)	Labor: <u>\$115,260.00</u> Materials: <u>\$63,198.00</u> Overhead: <u> </u>	 \$178,458.00
4. GENERATOR RENTAL		
Quantity/Description		Ext. Total
Monthly rental charge for one 45KVA generator. (Complete OCFA Generator Maintenance Pricing List)	Month = 28 days Monthly Stand-by rate of generator only Does not include, temp cable, delivery, pick up, connection, disconnect or fueling	 \$ 1,800.00
5. BATTERY REPLACEMENT		
Quantity/Description	Unit Price	Ext. Total
Replacement of Group 31 Battery on Generac 3436410100 Generator *At time of quarterly inspection	Labor: <u>\$ 185.00</u> Materials: <u>\$ \$246.66</u> Overhead: <u> </u>	 \$431.66
6. BLOCK HEATER REPLACEMENT		
Quantity/Description	Unit Price	Ext. Total
Replace Block Heater on MTU DS300 Generator. *At time of quarterly inspection	Labor: <u>\$ 277.50</u> Materials: <u>\$267.50</u> Overhead: <u> </u>	 \$545.00

7. WATER PUMP REPLACEMENT

Quantity/Description	Unit Price	Ext. Total
Replace Water Pump on ONAN 50.0DGCA Generator. * At time of quarterly inspection	Labor: \$ 370.00	
	Materials: \$280.00	
	Overhead: _____	\$650.00

8. ALTERNATOR REPLACEMENT

Quantity/Description	Unit Price	Ext. Total
<p>Replace Alternator on Generac 91A02657-S Generator.</p> <p>* At time of quarterly inspection</p>	<p>Labor: \$ 277.50</p> <p>Materials: \$417.50</p> <p>Overhead: _____</p>	<p>\$695.00</p>

Attach Additional Sheets if Necessary	Unit Price	Brief Description
Standard Labor Rates (Prevailing Wages)	\$ 185.00	
- Position 1 (Classification)	_____	
- Position 2 (Classification)	_____	
- Position 3 (Classification)	_____	
- Position 4 (Classification)	_____	
Overtime Labor Rates (Prevailing Wages)	\$ 277.50	
- Position 1 (Classification)	_____	
- Position 2 (Classification)	_____	
- Position 3 (Classification)	_____	
- Position 4 (Classification)	_____	
Overtime Holiday/Weekend Labor Rates (Prevailing Wages)	\$ 370.00	
- Position 1 (Classification)	_____	
- Position 2 (Classification)	_____	
- Position 3 (Classification)	_____	
- Position 4 (Classification)	_____	
Travel/Trip Charge	\$ 185.00	
Minimum Call-Out	\$ 925.00	Normal working hours, Monday to Friday
Markup of Parts (Cost)	10%	
Discount Off-List Pricing (MSRP)	None	
Other		

Any request for services estimated at \$5,000 or greater may require informal bidding and a one-time purchase order will be issued with department approval prior to start of work.

GOVERNMENT / CO-OPERATIVE CONTRACT: Is your pricing based on a Government or Co-operative contract Yes ☐ No ☒

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

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

ADDITIONAL INFORMATION – Provide any additional information you would like OCFA to consider, including, but not limited to, suggestions on alternative pricing structures:

PAYMENT TERMS: Subsequent to delivery and acceptance of delivery, the supplier must submit an invoice for payment. Invoices can be sent electronically to: ap@ocfa.org.

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

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

EXHIBIT J: OCFA GENERATOR MAINTENANCE PRICING LIST

Location	Make	Model	Serial#	Quarterly Maintenance Cost	Annual Maintenance Cost	Extended Annual Maintenance (1 Annual + 3 Quarterly)	Equivalent Generator Monthly Rental
ECC	Detroit	1000DS4	0753707	\$450.00	\$4,207.00	\$5,557.00	\$14,580
FS #02	ONAN	DGCA-4482882	F000114433	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #04	ONAN	60.0DGCB	H980785647	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #05	Generac	92A04426S	2006041	\$275.00	\$1,362.00	\$2,187.00	\$1,800.00
FS #06	ONAN	50.0 DGCA	H940551842	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #07	ONAN	DGCB-4960614	F010248897	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #08	ONAN	DGCA-4482725	F000113647	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #09	ONAN	DGHE-5562958	F020380750	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #10	Generac	91A02659-S	997009	\$275.00	\$ 1,361.00	\$2,186.00	\$1,665.00
FS #11	Generac	RD015	3012150514	\$275.00	\$1,350.00	\$2,175.00	\$1,665.00
FS #14	ONAN	15.0JC-3R	C850752300	\$275.00	\$1,346.00	\$2,171.00	\$1,665.00
FS #15	ONAN	DGCB-5746384	L050867105	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #16	ONAN	12.5 JC-3R	1270267427	\$275.00	\$1,346.00	\$2,171.00	\$1,665.00
FS #17	Cummins	DSHAB-5507091	73125466	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #18	ONAN	65GGHB	I980795062	\$275.00	\$1,324.00	\$2,149.00	\$2,376.00
FS #19	ONAN	DSHAB5746324	A060870379	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #20	MTU	DS275		\$275.00	\$1,888.00	\$2,713.00	\$5,778.00
FS #21	ONAN	35DGBB	L980834469	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #22	ONAN	125DGEA	C980716067	\$275.00	\$1,770.00	\$2,595.00	\$3,240.00

EXHIBIT J: OCFA GENERATOR MAINTENANCE PRICING LIST

Location	Make	Model	Serial#	Quarterly Maintenance Cost	Annual Maintenance Cost	Extended Annual Maintenance (1 Annual + 3 Quarterly)	Equivalent Generator Monthly Rental
FS #23	ONAN	DGCA-4482882	F000114432	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #24	Generac	91A02657-S	997007	\$275.00	\$1,377.00	\$2,202.00	\$1,800.00
FS #26	ONAN	20DKAE	F970639945	\$275.00	\$1,401.00	\$2,226.00	\$1,665.00
FS #27	ONAN	DSHAB-5785470	A070009096	\$275.00	\$1,578.00	\$2,403.00	\$4,698.00
FS #28	Generac	91A02657-S	997005	\$275.00	\$1,386.00	\$2,211.00	\$1,800.00
FS #29	Onan	DSHAB-5746324	A060870377	\$275.00	\$1,578.00	\$2,403.00	\$4,698.00
FS #30	Generac	91A02657-S	997006	\$275.00	\$1,386.00	\$2,211.00	\$1,800.00
FS #31	Stateline Power	SP24	4333SPC	\$275.00	\$1,401.00	\$2,122.00	\$1,665.00
FS #32	ONAN	DGHE-5627599	G030517679	\$275.00	\$1,381.00	\$2,206.00	\$1,665.00
FS #36	ONAN	40DGAE	F920473037	\$275.00	\$1,386.00	\$2,211.00	\$2,376.00
FS #37	Cummins	DSGAD	F130518369	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #38	ONAN	DSHAB-5785810	A070011432	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #39	ONAN	DGFB5737860	H050817679	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #40	Spectrum	40DS60 120/208V 3PH	354536	\$275.00	\$1,386.00	\$2,211.00	\$2,376
FS #42	ONAN	25DL6L117100	C880107562	\$275.00	\$1,361.00	\$2,186.00	\$1,800.00
FS #43	ONAN	40DGAE	K920491998	\$275.00	\$1,386.00	\$2,211.00	\$2,376.00
FS #44	ONAN	5.0 CCK-3CR	874840655	\$275.00	\$1,297.00	\$2,122.00	\$1,665.00
FS #45	ONAN	25.0 DL615R	K860853035	\$275.00	\$1,361.00	\$2,186.00	\$1,800.00

EXHIBIT J: OCFA GENERATOR MAINTENANCE PRICING LIST

Location	Make	Model	Serial#	Quarterly Maintenance Cost	Annual Maintenance Cost	Extended Annual Maintenance (1 Annual + 3 Quarterly)	Equivalent Generator Monthly Rental
FS #46	CUMMINS	DSGAB-7103811	D110210734	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #47	ONAN	DGFB-5703449	B050743206	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #48	Kohler	200REOZJD	2268543	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #49	Generac	89A01173-S	88762	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #50	ONAN	50DL6BL	H880147945	\$275.00	\$1,361.00	\$2,186.00	\$1,800.00
FS #51	ONAN	DGCA-4486429	H000143183	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #53	ONAN	70DL6TL	C900307625	\$275.00	\$1,470.00	\$2,295.00	\$2,862.00
FS #54	ONAN	40 DGAE	E910386787	\$275.00	\$1,386.00	\$2,211.00	\$2,376.00
FS #55	CUMMINS	DSHAB-5793943	C070036254	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #57	ONAN	70DL6TL	C900307626	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #58	ONAN	DGCB-5569413	J020420565	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #59	ONAN	DGFC-5705646	B050747959	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #60	John Deere	6068AF485	PE60686L1	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #61	MTU	DS300		\$275.00	\$1,412.00	\$2,449.00	\$5,778.00
FS #62	ONAN	30.0 EK-3R	870238696	\$275.00	\$1,386.00	\$2,211.00	\$1,800.00
FS #63	ONAN	30.0 EK-3R	572449948	\$275.00	\$1,386.00	\$2,211.00	\$1,800.00
FS #64	Sullair	248223	8143	\$275.00	\$1,386.00	\$2,211.00	\$2,376.00
FS #65	ONAN	35DGBB	I980794577	\$275.00	\$1,386.00	\$2,211.00	\$2,376.00
FS #66	ONAN	50.0 DGCA	I910419064	\$275.00	\$1,412.00	\$2,237.00	\$2,376.00
FS #70	Kohler	10RM61	322140	\$275.00	\$1,297.00	\$2,122.00	\$1,665.00
FS #71	Generac	3285B-1263C	AD 208356SRJ	\$275.00	\$1,470.00	\$2,295.00	\$3,240.00
FS #72	Generac	3436410100	2073754	\$275.00	\$1,361.00	\$2,186.00	\$1,665.00

EXHIBIT J: OCFA GENERATOR MAINTENANCE PRICING LIST

Location	Make	Model	Serial#	Quarterly Maintenance Cost	Annual Maintenance Cost	Extended Annual Maintenance (1 Annual + 3 Quarterly)	Equivalent Generator Monthly Rental
FS #73	MQ Power	DCA-25SSIU2	7108423	\$275.00	\$1,361.00	\$2,186.00	\$1,800.00
FS #74	MQ Power	DCA-25SSIU3	7110057	\$275.00	\$1,361.00	\$2,186.00	\$1,800.00
FS #75	Cat	SR4B	3KJ00840	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #76	Onan	L5AORD6C-3R/F14CAA	C8748424L1	\$275.00	\$1,412.00	\$2,237.00	\$5,778.00
FS #77	Generac	3034420100	2071531	\$275.00	\$1,361.00	\$2,186.00	\$1,665.00
FS #78	MQ Power	DCA-25SSIU2	66-692	\$275.00	\$1,361.00	\$2,186.00	\$1,800.00
FS #79	Generac	89A02846-S	889193	\$275.00	\$1,361.00	\$2,186.00	\$1,800.00
FS #80	Generac	CD59	2030674	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #82	Generac	CD59	2030670	\$275	\$1,878.00	\$2,703.00	\$4,698.00
FS #83	Generac	CD99	2030672	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #84	Generac	SD150	20175312	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #85	Generac	CD99	2030672	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00
FS #86	Kohler	180REOZJG	SGM32NPC R	\$275.00	\$1,878.00	\$2,703.00	\$4,698.00

Note:

- * Equivalent Generator Monthly Rental:
Listed price reflects the generator only, rate is priced at stand-by (Month = 28 days)

Does not include:

Delivery
 Connection
 Disconnect
 Pick up
 Diesel fuel
 Tax

SCOPE OF WORK

SECTION II: SCOPE OF WORK

2.1 PROJECT BACKGROUND

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of its headquarters and fire stations. The purpose of this Request for Proposals is to establish a contract for repair and maintenance services of various generators on an as needed basis. The successful contractor will provide inspection, repair and maintenance services including all personnel, labor, supervision, materials, tools, and equipment required to maintain and repair generators at (78) fire stations, the RFOTC, and other facilities as provided in Exhibits L and M. Continual and reliable operation is essential for the 24-hour operation of our facilities. It is essential that prompt, thorough service is provided at these locations.

2.2 OBJECTIVES

The OCFA seeks qualified contractors for the inspection and maintenance of generators including mechanical, electrical, fueling systems and related accessories in a timely, cost-effective, compliant manner for its headquarters, fire stations, and other properties on an as-needed basis.

The intent of this solicitation is to award an agreement to the offeror who proposes to provide and deliver maintenance and repair services which meets the operational needs of OCFA at the best value.

OCFA may elect to award contracts to multiple firms if it is determined to be in the agency's best interest.

2.3 MINIMUM REQUIREMENTS

Offerors must meet the following minimum requirements to be considered responsive. Failure to meet these minimum requirements may cause the submitted proposal to be eliminated from further consideration in the evaluation process. In order to be considered, offerors must submit documentation that substantiates the following:

- 2.3.1** Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing generator maintenance and repair services.
- 2.3.2** Contractor must possess a valid California **C-10** Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
- 2.3.3** The work required hereunder is based on the California Department of Consumer Affairs Contractors State License Board (CSLB). Any changes made by the CSLB automatically apply to the license classifications listed below.

C-10 – Electrical Contractor

An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose

- 2.3.4** Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

Offerors must meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the submitted proposal to be eliminated from further consideration in the evaluation process.

2.4 GENERAL CONTRACTOR RESPONSIBILITIES

OCFA expects the selected contractor to provide a proposal with a detailed approach based on past experience and knowledge using the following information as guidance as to OCFA's expectations about the level of service that will be provided. The successful contractor will be responsible for providing all services as described in this provided Scope of Work (including but not limited to):

2.4.1 Performance Requirements:

- 2.4.1.1** Contractor must provide trained and experienced personnel. Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.
- 2.4.1.2** All work must be done per specifications, according to all applicable and acceptable industry standards as it relates to each trade, of the highest quality workmanship commensurate with the required work and completed by the time required. Contractor personnel must wear uniforms, furnished by the Contractor with the Contractor's name and/or logo at all times during the performance of the work.
- 2.4.1.3** Contractor must provide their own telephones. The use of OCFA telephones and radios are prohibited except under emergency circumstances for medical aid, fire, or safety.
- 2.4.1.4** Contractor must furnish and maintain at its own expense, an adequate stock of materials/supplies, parts, all equipment and tools to perform the specified work and provide a timely service. All supplies, labor, vehicles and equipment must be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by OCFA.
- 2.4.1.5** Any additional work performed on an hourly basis, separate from the contract will require a daily time sheet signed by OCFA Property Management Facilities Manager or designated representative.
- 2.4.1.6** OCFA will not provide office or storage space for the Contractor's supplies, vehicles or equipment.

2.4.2 Repair Request Procedure:

- 2.4.2.1** During regular working hours, the facility requesting service will contact the Property Management Section and place a service call. The request for service will be logged and Property Management staff will then contact the contractor and provide:
 - Location (site name and address)
 - Nature of the problem
 - Name of on-site contact person
 - Phone number of on-site contact person
- 2.4.2.2** After regular hours, weekends, and holidays, the Battalion Chief or Section Manager will give the station personnel the authorization to place a service call directly to the Contractor and advise OCFA Property Management that a call was placed as an emergency so the request can be logged and a number provided to the Contractor.
- 2.4.2.3** The contractor, under both circumstances, may call the site with the problem and obtain any additional information it deems necessary and to provide an anticipated arrival time of the service technician.
(Note: A portion of the fire stations are staffed with volunteers that have no permanent personnel on the site, while others are staffed with 24-hour permanent personnel. It is essential to coordinate the arrival of the service technician with fire personnel.)

2.4.3 Service Call Procedure:

2.4.3.1 Upon arrival at each site, the Contractor shall complete the following:

- Check in with the Station Captain, if available
- Evaluate the specific materials and labor required to complete the repair
- Develop an estimate of the expected costs (if possible)
- Develop potential alternatives with costs, in the case of repair vs. replacement
- Advise Property Management by telephone and/or email of the cost of repairs and other work PRIOR to proceeding with the work.
- Contractor will proceed with work after authorization is received from Property Management
- Complete all work in accordance with the estimate

2.4.3.2 Contractor must prepare service call report detailing the work performed, obtain the signature of the Station Captain on the report (if available), and send a copy of the report when work is invoiced. That report must at least contain the following: Time of arrival, time of departure, brief summary of repair request, detailed summary of the work performed, summary of any additional work required or recommended.

2.4.3.3 Contractor must advise Property Management if any additional work is required and when the Contractor will return to perform the work.

2.4.3.4 If urgent repairs are needed, Contractor will advise Property Management, by telephone and/or email, with an estimate of repairs and other work prior to proceeding with the work.

2.4.3.5 Contractor must contact Property Management to obtain additional authorization when the repair work is expected to exceed the original estimate by more than 10%.

2.4.4 Service Requirements:**2.4.4.1 General**

2.4.4.1.1 Note that per the Business and Professions Code ss. 7059: "In no case shall the...[Contractor] whose classification constitutes less than a majority of the project [perform the project unless]...the performance of the work in the crafts or trades, other than in which [Contractor] is licensed, is incidental and supplemental to the performance of the work in the craft for which the [Contractor] is licensed....All work to be performed outside of [Contractor's] license specialty, except work authorized by [the aforementioned], shall be performed by a licensed subcontractor..."

2.4.4.1.2 Perform all work in accordance with the latest editions or addenda of the following applicable codes, standards and specifications.

2.4.4.1.3 Perform all work according to all applicable industry-standards and to the highest quality commensurate with the required work.

2.4.4.1.4 Ensure that all work is done only by experienced and professional personnel.

2.4.4.1.5 Provide everything necessary to complete the repairs and maintenance work including but not limited to labor, equipment, materials, consumables, etc.

2.4.4.1.6 Ensure that all work properly and neatly fits the adjacent existing materials.

2.4.4.1.7 Perform work according to any applicable manufacturer's specifications.

2.4.4.1.8 Provide a 24/7 call number for emergency repair work.

2.4.4.1.9 Respond in the time required.

2.4.4.1.10 Remove and properly dispose of any to-be-replaced materials.

2.4.4.1.11 Provide all documentation, altered diagrams, updated or new manuals, and the like within seven calendar days after the repairs have been affected. (as applicable)

2.4.4.2 Repairs

2.4.4.2.1 Diagnose and recommend an appropriate solution to remedy the damage or defect according to all applicable manufacturers' specifications, Standard Specifications for Public Works Construction, and industry standard practices.

- 2.4.4.2.2 Provide an estimate of the repair costs at the hourly rates and materials amounts.
- 2.4.4.2.3 Make approved repairs as soon as possible, but only after department so authorizes.
- 2.4.4.2.4 Verify work has been completed properly and adjacent work is not affected.

2.4.5 Subcontractors

- 2.4.5.1 The majority of the work as required herein and at the time the work is requested must be done by the awarded Contractor.
- 2.4.5.2 The work may not be subcontracted or sublet to another contractor unless the contractor has been listed on the Subcontractor List or a substitution of that contractor has been approved by Property Management in advance of any scheduled or actual work.
- 2.4.5.3 Subcontractor(s) must meet all insurance requirements of the prime contractor as listed on the Maintenance Services Agreement.

2.4.6 Specialized Equipment

- 2.4.6.1 Provide all equipment necessary to facilitate the work required herein at Contractor's sole expense.
- 2.4.6.2 Provide the necessary safety equipment.
- 2.4.6.3 Ensure that you have accurately and completely determined the actual types of equipment well in advance of the work to be performed.

2.4.7 Specific Work for Repairs

2.4.7.1 Repairing

- 2.4.7.1.2 Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
- 2.4.7.1.3 Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
- 2.4.7.1.4 Coordinate the repairs and times with Property Management.

2.4.7.2 Reporting

- 2.4.7.2.1 Provide verbal reports to Property Management as necessary to facilitate the work required herein.
- 2.4.7.2.2 Provide written reports, along with warranties of installed products (outside of products provided by OCFA), to Property Management with the invoice for completed work, which must contain, but not limited to the following:
 - Location number/address serviced.
 - Facility generated Work Order(s)
 - Date and time Location was serviced.
 - Types of and Quantities materials used and/or replaced.
 - Potential Hazards at and around the Locations.
 - Proposed alternate products that are cost-effective, energy efficient, and or have environmental advantages.
 - Failure to provide the written report with the invoice will suspend any related payments by the number of days until the report is received.
 - Failure to complete the required replacements will suspend any related payments by the number of days until the work is received.

2.4.8 Specific Work for Preventative Maintenance

2.4.8.1 Service Inspections

- 2.4.8.1.2 Tour all designated work areas with Property Management to review and document items requiring corrective action.
- 2.4.8.1.3 If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.

- 2.4.8.1.4 Make all required remedies to any work deficiencies as soon as practicably possible, but in no event greater than three business days after receipt of notification from OCFA.

2.4.8.2 Replacing Materials

- 2.4.8.2.2 Replace materials only with same item as being replaced.
- 2.4.8.2.3 If alternative materials are being proposed, use the most energy-efficient, cost-effective, and replacements that have environmental advantages and that exhibit the same performance characteristics as the item being replaced. All such proposed replacements must be reviewed in advance of their replacements by Property Management prior to such replacements; then, only after approval will such replacements be permitted.
- 2.4.8.2.4 Dispose of any materials used in the course of completing scope of work properly, and in accordance with all governing agencies at contractor sole expense. This includes manifesting and chain of custody if required based on the nature of work being provided.

2.4.9 Performance Hours:

All work must be coordinated with OCFA Property Management unless otherwise specified.

The Contractor must conduct the work in a manner which will not interfere with normal OCFA operations at all times.

2.4.10 Quality Control:

All items furnished must be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the OCFA. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the OCFA shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a manufacturer's warranty of at least twelve (12) months on workmanship, parts, and labor.

2.4.11 Damage or repair:

If any materials, equipment or other property contained in or constituting a part of an OCFA premise shall be damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

2.4.12 Safety:

- 2.4.12.1 Contractor, its employees, and agents must comply with all applicable health and safety requirements and procedures while performing services and exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.
- 2.4.12.2 Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.
- 2.4.12.3 SDS sheets (material safety data sheets) are to be provided on all products before they are brought on the premises. SDS shall be posted in each location the products are stored. All containers shall bear proper labels.

2.4.12.4 Contractor must outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.

2.4.12.5 Contractor shall restrict access to the designated areas and parking spaces under the performance of the contract.

2.4.12.6 Contractor and its employees shall not enter areas of the facilities not specifically included in the specification for services.

2.4.13 Warranties:

Contractor represents, warrants, and covenants that in connection with any services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such services; all equipment used in the performance of services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it will perform such services in compliance with all necessary and applicable permits and it has obtained or will obtain all permits necessary to perform the services; it possesses the professional and technical skills required to perform the services; no environmental enforcement actions have been brought or are likely to be brought against contractor that could have a material adverse effect on OCFA; and any agents or personnel employed by the contractor will meet the same standards as apply to contractor that could have a material adverse effect on OCFA.

2.4.14 Additional Information:

This contract is for the inspection, maintenance, and repair of existing items, equipment, and structures and does not include larger projects, new work or add-ons. Splitting costs on a single facility-generated work order, projects, or work to avoid this limitation is prohibited and subject Contract to immediate termination.

OCFA will invite Contractors to provide quotes for larger projects. Contractors may provide additional discounts at the time of the quote. Contractor with the lowest total responsive quote for a given job will be awarded that job. This process will be repeated for future work.

OCFA may choose to award jobs that are expected to be less than \$5,000 to any Contractor that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

The preceding dollar limitation applies only to ROUTINE requests and does not apply to EMERGENCY or URGENT requests; OCFA may choose to award EMERGENCY or URGENT jobs as is in OCFA's best interests.

The OCFA may also conduct performance reviews on a regular basis to evaluate the levels of service and quality provided.

Contract Coordinator: OCFA Property Management Staff (714) 573-6470

Contract Manager:

- David Nickols, OCFA Facilities Maintenance Manager, (714) 573-6475, cell (714) 380-1176 and email: davidnickols@ocfa.org
- Glenna Timourian, OCFA Project Specialist, (714) 573-6479, glennatimourian@ocfa.org

2.5 DELIVERABLES

2.5.1 MINIMUM SPECIFICATIONS

The intent of these Specifications is to describe the inspection process, repairs and maintenance requirements in general terms. The detailed specifications required will be based on the particular requirements at the time that a given job and be judged based on those requirements. OCFA will consider value-engineering suggestions from Contractor and may accept alternates recommended if they provide equal or better functionality, durability, and cost effectiveness; however, OCFA, in its sole discretion, may require specific manufacturers and model numbers for any given job.

The following is a partial list of items or issues that may need attention:

- Sensors not calibrated
- Lubrication and fuel system failures
- Faulty wiring
- Multiple "No-Start" situations
- Inconsistent performance
- Outdated/malfunctioning equipment

Special or extra services may be requested by OCFA Property Management for any OCFA property based on a time and materials basis during the contract term. The OCFA may add or delete services during the term of this agreement at its discretion. Any additional services added to the contract are to be provided at the same time and material prices offered in the proposal.

Services not detailed in this scope, are not to be performed unless they are requested and authorized by the OCFA Property Management Division. All additional work must be documented, signed by OCFA Property Management, and issued a project number. An hourly rate must be quoted in this solicitation for additional work.

2.5.2 OVERVIEW:

2.5.2.1 The scope of this agreement is to provide OCFA Property Management with generator maintenance and repair services in a timely, cost-effective, compliant manner.

2.5.2.2 The contract, and its pricing, will include all labor, equipment, transportation, materials, supplies, training, taxes, permits, fees and reports to meet the specifications contained herein.

2.5.2.3 The awarded contractor must provide all labor, materials, tools and equipment required to repair and maintain all interior, exterior, and mobile emergency power generating systems. Firm is required to pay prevailing wage rates.

2.5.2.4 Within six (6) weeks of the issuance of a Blanket Order (B.O.), the firm shall compile a list of all emergency generators located within OCFA. The Contractor is responsible for keeping this list up to date throughout the duration of the contract. The list shall include (but not be limited to) the following items:

- Location (site name and address)
- Serial number
- Brand name
- Size of generator (KW and horsepower)

- Type of fuel used
- Year of manufacture
- Service hours on unit
- Model Number

2.5.2.5 A list of generators covered under the contract is included in Exhibit M.

2.5.3 GENERAL REQUIREMENTS:

2.5.3.1 All services performed must be performed in compliance to local, state and/or federal regulations. Contractor must conduct operations in accordance with policies, rules and regulations of the regional, state and/ or federal enforcement agencies.

2.5.3.2 All work to be performed by qualified technician(s) with the appropriate required licenses and certifications. Please submit copies of licenses along with your bid submittal.

2.5.3.3 Technicians must be familiar with installation, troubleshooting, testing, and repairs of related systems.

2.5.3.4 Technicians must follow all service, repair, maintenance installation requirements of any applicable referenced industry standard, and manufacturer's recommendations.

2.5.3.5 OCFA requires 48-hour facility notification prior to all testing and maintenance, unless a schedule is approved in advance. Annual testing and routine maintenance must be scheduled through OCFA Property Management.

2.5.3.6 The contractor must "check out" with on-site personnel, when available, prior to leaving the work site in order to explain the completion or suspension of work. Updated status of repairs shall be reported to OCFA Property Management.

2.5.3.7 Contractor must report to the OCFA Property Management Department immediately if equipment is left inoperative after service/diagnosis for repairs. The vendor shall provide the Property Management Section with recommended repairs and replacements.

2.5.3.8 Contractor must provide all necessary materials, not specifically described but required for any requested work performed.

2.5.3.9 Contractor must protect the site and all adjacent areas from damage due to its operations and job performance. If Contractor is negligent or lacks performance, then Contractor must pay all costs associated with mitigation of any damage or loss there from.

2.5.3.10 Contractor is required to provide temporary backup generator if any generator at any OCFA facility is inoperative or out of service for more than 24 hours. This is considered an emergency service and no prior authorization is required from OCFA Property Management. Vendor must notify Property Management of any generator that is out of service.

2.5.4 QUARTERLY SCHEDULED MAINTENANCE (MINOR SERVICE):

- A. Check all fluid levels and add necessary fluids to factory specifications. Fluids to include: oil, fuel, cooling system fluids and battery fluids. Check fuel for contaminants, if suspect, send for analysis.
- B. Inspect air cleaner elements. Clean as required.
- C. Inspect hoses for security, brittleness, cracking, leaks, and weakness. Clean all hose clamps and tighten as required.
- D. Inspect day/fuel tank, piping, and levels. Check for leaks.
- E. Inspect fan, fan hub, and alternator belts for proper tension and condition. Adjust as required.
- F. Inspect batteries, cables, and lugs for tightness. Clean battery and fill cells as required. Record battery cell specific gravities.
- G. Inspect engine control panels for loose connections. Tighten as required.
- H. Inspect water jacket for correct operation. Test alarms.
- I. Inspect radiator for leaks and clogged fins. Check cooling system antifreeze and nalcool protection.
- J. Add fluids as required for safe engine operation.
- K. Start engine and warm up to operating temperature. Record operation. Adjust RPM as required.
- L. Check for fluid leaks. Check all instruments for proper operation.
- M. Check battery charge, battery, block heater, electrolyte levels, specific gravity and cables, and any and all other DC voltage components.
- N. Inspect all coolant hoses, oil and fuel lines, water pump, radiator, and all air inlets and outlets for signs of leakage or blockages. Perform pressure test on all above systems that show abnormal operations.
- O. Conduct a load transfer test and continue test until the unit reaches normal operating temperature.
- P. Test emergency system operation in conjunction with building load test. Check generator output voltage and amperage under load and record all finding in logbook for each generator.
- Q. Wipe all excess fuel, grime, and combustion byproducts from entire unit.
- R. Check control panel meters for proper operation, adjust to reach within 10% of natural voltage per phase.
- S. Record quarterly maintenance service in logbook provided by firm, checking all applicable work items and make comments as necessary. The logbook is to be left at the Fire Authority site for inspections. If any significant repair (greater than \$1,500) needs to be made on site, the technician shall contact the Contract Administrator in the OCFA Property Management Department for authorization to proceed with the repair.
- T. Top off each generator fuel tank except the 4,000-gallon diesel tank at the Regional Fire Operations Training Center (backup to the 911 system) with Ultra Low Sulfur Diesel Fuel each quarter. Fuel cost to be added to each quarterly statement for that generator.
- U. Ensure that all exercise clocks are set for 15-minute exercise at an appropriate hour within the neighborhood. AQMD Rule 1470 requirement.
- V. Contractor is responsible for cleaning up work area at the completion of each service call. No collection of debris in or around the generator equipment shall be permitted.
- W. All hazardous waste fluids generated from the generator maintenance will be removed from the site at the completion for each service and disposed of at a licensed disposal site.
- X. Contract Administrator will provide firm with EPA ID number if necessary.

2.5.5 ANNUAL SCHEDULED MAINTENANCE (MAJOR SERVICE):

- A. Drainage of crank case oil.

- B. Change oil and oil filters at 100 service hours, yearly, or to factory standards.
- C. Change fuel filters at 100 service meter hours, or yearly.
- D. Inspect junction box for loose connections. Tighten as required.
- E. Inspect generator brushes for proper setting and clean slip rings.
- F. Clean generator exciter and regulator. Check for loose connections.
- G. Change air filters.
- H. Inspect all sub-components.
- I. Inspect entire fuel system.
- J. Change batteries every two years.
- K. Replace hoses and belts every five years or as needed.
- L. Change coolant every five years or as needed, starting in 2025.
- M. For gasoline units, clean and adjust spark plugs, ignition condenser and points. Check timing and set when necessary. Inspect distributor cap and rotor for cracks, corrosion, and wear. Also inspect ignition wires for cracks, insulation breakdown, and corrosion.
- N. Perform 2-hour load bank of generator yearly.
- O. After the completion of each Major Service, a log must be completed by the technician that performed the work. The log will include the notation of any potential problem and be signed and dated by the technician. The completed log will remain at the Fire Authority site for inspection.

2.5.6 PROGRAM SCHEDULE

- A. Contractor must prepare and submit a maintenance schedule for review and approval within fourteen (14) calendar days after award of contract.
- B. Contractor must strictly comply with the schedule once it has been reviewed and approved. IF it is necessary to deviate from the schedule, the contractor must notify the OCFA Facilities Manager, or a designee, a minimum of two (2) working days prior to the deviation.
- C. Contractor must prepare and submit a revised schedule within five (5) working days after request.
- D. It is preferred that all immediate work, except additions, is performed within sixty (60) calendar days after award of the contract. The contractor must become familiar with the past testing schedule and will propose a schedule which will be subject to the review and approval of the OCFA. Any such proposal which concentrates the testing in the later period of the Contract will be rejected.
- E. Individual tests will be scheduled for any new equipment as they are added.
- F. The Contractor must not interfere with the normal activities of the facility during the test procedure without approval of the OCFA Facilities Manager. Equipment and vehicles must not restrict the normal flow in and out of the OCFA facility. Any non-emergency work anticipated to disturb normal operations must be scheduled in advance with OCFA Property Management Department.

2.5.7 MAINTENANCE REQUESTS:

- 2.5.9.1** Contractor must be equipped and licensed to perform maintenance and repair on generators including mechanical, electrical, fueling systems, and related accessories.
- 2.5.9.2** All work requiring permits or agency notifications prior to service must be handled by the contractor prior to the start of the job.

2.5.9.3 All repair and maintenance work is to be coordinated with the OCFA Property Management Department. Vendor shall coordinate service date and time with Property Management and all work must be authorized by the OCFA Property Management Department prior to the start of the work. Work must be authorized by David Nickols, OCFA Facilities Manager (714) 380-1176 or a point of contact from OCFA Property Management Department (714) 573-6470.

2.5.8 REPORTING/RECORD KEEPING:

2.5.11.1 Records and a complete database must be maintained by Contractor on maintenance, inspection reports, findings, and action taken, and supporting documents for each system. These records and information must be available for further review upon OCFA request.

2.5.11.2 Contractor must report all system deficiencies within 24-hours to David Nickols, OCFA Facilities Manager, by e-mail: davidnickols@ocfa.org or phone (714) 573-6475 ; cell (714) 380-1176.

2.5.9 PERFORMANCE HOURS:

All work must be performed Monday through Thursday between the hours 7:00 a.m. and 5:00 p.m. unless otherwise specified. The OCFA is closed for business on alternate Fridays of every month. In addition, routine maintenance, testing and inspection work must not be scheduled on OCFA recognized holidays as follows: New Year's Day, Martin Luther King Jr., Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

2.6 SERVICE REQUESTS

Supplier must be able to receive inquiries regarding service request(s) by phone and email during normal business hours, and/or via email, phone, or online web portal 24 hours per day.

OCFA makes no guarantee as to the actual amount of services that will be ordered during the contract term.

2.7 DUE DATES/SCHEDULES/TIMELINES

All requests for services shall be mutually agreed upon by OCFA and the selected Offeror.

2.8 REPORTS AND MEETINGS

As requested by OCFA, the selected offeror will provide reports detailing the service history during the contract term.