



ORANGE COUNTY FIRE AUTHORITY

Executive Committee

Regular Meeting

Agenda

Thursday, January 25, 2024
5:30 P.M.

Regional Fire Operations and Training Center
Board Room

1 Fire Authority Road
Irvine, CA 92602

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

NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION

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

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

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

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

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

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



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

CALL TO ORDER by Chair Rossini

INVOCATION by OCFA Chaplain Jeff McKee

PLEDGE OF ALLEGIANCE by Director Hasselbrink

ROLL CALL by Clerk of the Authority

REPORT

A. Report from the Budget and Finance Committee

PUBLIC COMMENTS

Please refer to instructions on how to submit a public comment on Page 1 of this Agenda.

1. PRESENTATIONS

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 November 16, 2023, Regular Meeting as submitted.

B. Monthly Investment Reports

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

On January 10, 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 8-0 (Director Gabbard absent).

Recommended Action:

Receive and file the reports.

C. Award of IFB #JA2653 Purchase of Two Aircraft Towing Tugs

Submitted by: Jim Ruane, Assistant Chief/Logistics Department, Kevin Berghaus, Fleet Services Division Manager/Logistics Department and Kyle Kuzma, Battalion Chief/Air Operations

Recommended Action:

Approve and authorize the Purchasing Manager to execute a Master Agreement with Proserv Aviation Holdings and issue a purchase order in the amount of \$185,856.00, for the purchase of two aircraft towing tugs.

D. Award of Contract for Fire Alarm System Services RFP RO2644

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

Recommended Action:

Approve and authorize the Purchasing Manager to enter into a Maintenance Agreement with HC Integrated Systems, Inc. for Fire Alarm System 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).

E. Annual Renewal of Aviation Insurance

Submitted by: Stephanie Holloman, Assistant Chief/Human Resources Department 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 February 2024, to February 2025, with a premium of \$715,411 (with the precise date of the policy period to match the date that OCFA takes delivery of the FireHawks).

F. Award of RFP# SK2595 Armed Physical Security Services

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

Recommended Actions:

1. Approve and authorize the Purchasing Manager to execute the proposed Security Services Agreement for Armed Physical Security ~~and Security Management Services~~

- with Allied Universal for a three-year initial term plus two optional one-year renewals in an amount not to exceed \$495,000 annually (\$2,475,000 5-year aggregate).
2. Approve and authorize the Purchasing Manager to increase and extend the existing contract for unarmed physical security services with Allied Universal as needed to allow for the transition to the new contract for armed physical security services.

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next meeting will be a Regular Meeting of the Executive Committee on Thursday, February 22, 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
- 2nd Quarter Financial Newsletter
- 2nd Quarter Purchasing Report
- Award a contract to GE Tru-Choice for FireHawk Helicopter Engine Maintenance

UPCOMING MEETINGS:

Human Resources Committee
Operations Committee
Budget & Finance Committee
Executive Committee
Board of Directors

Tuesday, February 6, 2024, 12 noon
Tuesday, February 13, 2024, 12 noon
Wednesday, February 14, 2024, 12 noon
Thursday, February 22, 2024, 5:30 p.m.
Thursday, February 22, 2024, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, November 16, 2023
5:30 P.M.**

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

CALL TO ORDER

Chair Vince Rossini called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:32 p.m. on November 16, 2023.

INVOCATION

The Invocation was led by Chaplain Brett Peterson.

PLEDGE OF ALLEGIANCE

Director Tettemer led the assembly in the Pledge of Allegiance.

ROLL CALL

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

Absent: Phil Bacerra, Santa Ana
Shelley Hasselbrink, Los Alamitos
Donald P. Wagner, County of Orange

Also present were:

Fire Chief Brian Fennessy
Assistant Chief Robert Cortez
Assistant Chief Lori Smith
Assistant Chief Shane Sherwood
Assistant Chief Stephanie Holloman
Director of Communications Matt Olson
Clerk of the Authority Maria D. Huizar

Deputy Chief Lori Zeller
Deputy Chief TJ McGovern
Assistant Chief Jim Ruane
Assistant Chief Rob Capobianco
Assistant Chief Tim Perkins
General Counsel David Kendig

REPORTS

A. Report from the Budget and Finance Committee

Budget and Finance Committee Chair O'Neill reported at its November 8, 2023, meeting, the Committee recommended by a unanimous vote to forward the following items to the Board of Directors for consideration and approval of the recommended actions: Updated Cost Reimbursement Equipment Rates, Organizational Service Level Assessment Update, Approval of Annual Statement of Investment Policy, Broker/Dealer List and Investment Authorization, Audited Financial Reports for the Fiscal Year Ended June 30, 2023, and; Quick Reaction Force (QRF) Program.

B. Report from the Human Resources Committee

On behalf of the Human Resources Committee Chair, Board Chair Rossini reported at its November 7, 2023, meeting, the Committee reviewed the Amendments to the Personnel & Salary Resolution and voted unanimously to forward the item to the Board for approval of the amendments to reflect a range adjustment in the salary for the classification of Director of Communications.

PUBLIC COMMENTS

None.

1. PRESENTATIONS

None.

2. CONSENT CALENDAR

On motion of Director Hernandez and second by Director Tettemer, approved 6-0 Agenda Item Nos. 2A-2F (Directors Bacerra, Hasselbrink and Wagner 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 October 26, 2023, Regular Meeting as submitted.

B. Monthly Investment Reports (FILE 11.10D2)

On November 8, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Lombard, Patel and Nguyen absent).

Action: Receive and file the reports.

C. First Quarter Financial Newsletter (FILE 15.07)

On November 8, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Lumbard, Patel, and Nguyen absent).

Action: Receive and file the report.

D. First Quarter Purchasing Report (FILE 11.10H1)

On November 8, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Lumbard, Patel and Nguyen absent).

Action: Receive and file the report.

E. New Salary Range for Medical Director Classification (FILE 17.18)

On November 7, 2023, the Human Resources Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Director Chun absent).

Action: Approve the new salary range for the Medical Director classification at \$140-\$160 per hour.

F. Award of Contract for 911 Digital Logging Recorder System RFP RO2549B (FILE 18.04E)

Action: Approve and authorize the Purchasing Manager to enter into a Professional Services Agreement for a five-year term with NICE Systems, Inc. for a 911 Digital Logging Recorder System in an amount not to exceed \$480,159.22 for Contract Year One and up to \$55,000 annually for Contract Years Two through Five for maintenance and support.

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair Rossini adjourned the meeting at 5:36 p.m. The next meeting will be a Regular Meeting of the Executive Committee on Thursday, January 25, 2024, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2024

Agenda Item No. 2B
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
James Slobojan, Assistant Treasurer Treasury & Financial Planning	jamesjslobojan@ocfa.org	714.573.6305

Summary

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

Prior Board/Committee Action

On January 10, 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 8-0 (Director Gabbard absent).

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Since the Committee did not meet in December, attached are the final monthly investment reports for the months ending October 31, 2023, and November 30, 2023. A preliminary investment report as of December 8, 2023, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

1. Final Investment Report – October 2023/Preliminary Report – November 2023
2. Final Investment Report – November 2023/Preliminary Report – December 2023

Orange County Fire Authority Monthly Investment Report



Final Report – October 2023

Preliminary Report – November 2023



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Orange County Fire Authority

Final Investment Report

October 31, 2023



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of October 2023, the size of the portfolio decreased by \$27 million to approximately \$162 million. Receipts for the month totaled \$10.5 million, including property tax apportionment payments, receipts from cash contract payments, and various grant reimbursement payments and charges for current services. Total October cash outflows amounted to nearly \$38.3 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$30.7 million. The portfolio's balance is expected to increase in November as receipts are projected to exceed expenditures. In October, the portfolio's yield to maturity (365-day equivalent) decreased by twenty-five basis points to 3.15%. The effective rate of return increased by 5 basis points to 3.22% for the month, while the average maturity of the portfolio increased by 7 days to 50 days to maturity.

Economic News

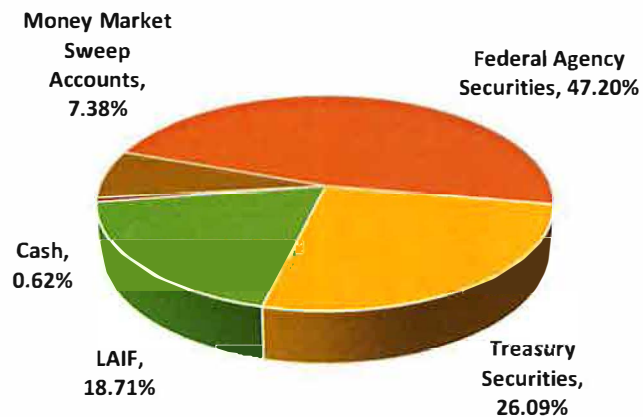
Nonfarm payroll employment increased 150,000 in October 2023, and the unemployment rate rose to 3.9%, the highest level since January 2022. Job gains occurred in health care, government, and social assistance while manufacturing saw a decline due to strike activity. Average hourly earnings rose 4.1% over last year. Retail sales decreased 0.1% in October and were up 2.5% on a year-over-year basis. Consumer spending was led by restaurants and bars, and at grocery stores and online. Consumers spent less at auto dealerships as rising interest rates deterred some big-ticket purchases. Gasoline prices dropped resulting in less spending at gas stations. For the third consecutive month, consumer sentiment declined as consumers feel the pressure of higher interest rates and the return of student loan payments. The Consumer Price Index (CPI) was flat in October and increased 3.2% over last year. The slowdown in October was reflected in lower prices for cars and airfare and moderate growth in housing costs. The Producer Price Index (PPI), which measures the prices paid by wholesalers, decreased 0.5% in October, the largest monthly decline since April 2020, while increasing 1.3% for the year. Nearly 80% of the drop in goods prices came from a 15.3% drop in gasoline prices. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers.

The Federal Reserve met November 1st and left rates unchanged at the target of 5.25%-5.50%, marking the longest period without an increase since March of 2022. The mild inflation and employment reports for October may keep the Fed on hold at their December 13, 2023 meeting.

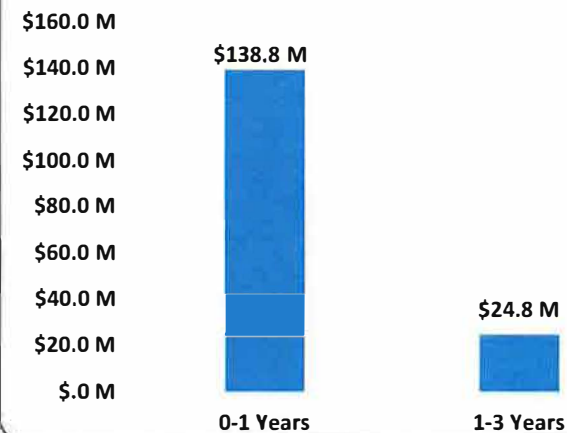


OCFA'S PORTFOLIO HAS AMPLE LIQUIDITY AND IS TRACKING ITS LAIF BENCHMARK AS OF OCTOBER 31, 2023

Market Value \$163,629,321



Aging Summary



12 Month Benchmarks





BENCHMARK COMPARISON AS OF OCTOBER 31, 2023

3 Month T-Bill: 5.60%

1 Year T-Bill: 5.42%

6 Month T-Bill: 5.57%

LAIF: 3.67%

OCFA Portfolio: 3.22%

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>	<i>\$162,323,806</i>	<i>\$189,321,437</i>	<i>\$116,456,168</i>
<i>Yield to Maturity (365 day)</i>	<i>3.15%</i>	<i>3.40%</i>	<i>1.28%</i>
<i>Effective Rate of Return</i>	<i>3.22%</i>	<i>3.17%</i>	<i>1.33%</i>
<i>Days to Maturity</i>	<i>50</i>	<i>43</i>	<i>30</i>



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

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

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	See Note 1 on page 10	See Note 2 on page 10							
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.	
Money Mkt Mutual Funds/Cash	12,070,920.47	12,070,920.47	12,070,920.47	7.24	1	1	5.084	5.154	
Federal Agency Coupon Securities	67,450,000.00	63,657,816.60	67,451,035.88	40.43	1,384	49	0.632	0.641	
Federal Agency Disc. -Amortizing	14,000,000.00	13,579,440.00	13,564,372.50	8.13	323	219	5.372	5.447	
Treasury Discounts -Amortizing	43,000,000.00	42,690,730.00	42,694,713.35	25.59	124	49	5.358	5.433	
Local Agency Investment Funds	31,034,495.04	30,609,562.63	31,034,495.04	18.60	1	1	3.620	3.670	
	167,555,415.51	162,608,469.70	166,815,537.24	100.00%	618	50	3.105	3.148	

Investments

Cash

Passbook/Checking (not included in yield calculations)	1,020,850.99	1,020,850.99	1,020,850.99		1	1	0.000	0.000	
Total Cash and Investments	168,576,266.50	163,629,320.69	167,836,388.23		618	50	3.105	3.148	

Total Earnings	October 31 Month Ending	Fiscal Year To Date
Current Year	499,613.65	2,355,105.70
Average Daily Balance	182,495,505.15	215,571,624.84
Effective Rate of Return	3.22%	3.24%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2023. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."


 Patricia Jakubiak, Treasurer

11/3/23

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 167,836,388.23
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,512,582.65)
Total	\$ 162,323,805.58

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

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			8,636,522.89	8,636,522.89	8,636,522.89	5.236	5.236	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			3,434,397.58	3,434,397.58	3,434,397.58	4.950	4.950	1	
Subtotal and Average			16,653,323.58		12,070,920.47	12,070,920.47	12,070,920.47		5.154	1	
Federal Agency Coupon Securities											
3133EMWH1	1030	Federal Farm Credit Bank (Callable 11/21/2023)		04/22/2021	3,000,000.00	2,802,090.00	3,001,035.88	0.710	0.673	20	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,201,280.00	12,000,000.00	0.720	0.720	0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 12/30/2023)		03/30/2021	8,000,000.00	7,643,680.00	8,000,000.00	0.550	0.550	59	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 1/08/2024)		04/22/2021	9,435,000.00	9,224,222.10	9,435,000.00	0.375	0.409	68	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 1/23/2024)		04/23/2021	11,015,000.00	10,489,584.50	11,015,000.00	0.520	0.520	83	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2023)		04/29/2021	12,000,000.00	10,848,120.00	12,000,000.00	1.000	1.000	89	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 2/11/2024)		05/11/2021	12,000,000.00	11,448,840.00	12,000,000.00	0.550	0.550	10	10/11/2024
Subtotal and Average			67,451,063.30		67,450,000.00	63,657,816.60	67,451,035.88		0.641	49	
Federal Agency Disc. -Amortizing											
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,579,440.00	13,564,372.50	5.115	5.447	219	06/07/2024
Subtotal and Average			18,498,930.61		14,000,000.00	13,579,440.00	13,564,372.50		5.447	219	
Treasury Discounts -Amortizing											
912797FJ1	1083	US Treasury Bill		06/21/2023	14,000,000.00	13,983,480.00	13,984,164.45	5.090	5.339	8	11/09/2023
912797GC5	1096	US Treasury Bill		08/03/2023	9,000,000.00	8,905,950.00	8,907,522.49	5.210	5.483	71	01/11/2024
912797FW2	1097	US Treasury Bill		09/14/2023	10,000,000.00	9,905,800.00	9,906,666.69	5.250	5.486	64	01/04/2024
912797GC5	1098	US Treasury Bill		10/24/2023	10,000,000.00	9,895,500.00	9,896,359.72	5.255	5.465	71	01/11/2024
Subtotal and Average			48,966,658.25		43,000,000.00	42,690,730.00	42,694,713.35		5.433	49	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			31,034,495.04	30,609,562.63	31,034,495.04	3.670	3.670	1	
Subtotal and Average			30,925,529.41		31,034,495.04	30,609,562.63	31,034,495.04		3.670	1	
Total and Average			182,495,505.15		167,555,415.51	162,608,469.70	166,815,537.24		3.148	50	

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2023	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	1,000,850.99	1,000,850.99	1,000,850.99		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			182,495,505.15		168,576,266.50	163,629,320.69	167,836,388.23		3.148	50

Orange County Fire Authority
In Service of Others!



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

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(11/01/2023 - 11/01/2023)	7 Maturities	0 Payments	44,126,266.50	26.71%	44,126,266.50	43,701,334.09
Aging Interval: 1 - 30 days	(11/02/2023 - 12/01/2023)	1 Maturities	0 Payments	14,000,000.00	8.55%	13,984,164.45	13,983,480.00
Aging Interval: 31 - 60 days	(12/02/2023 - 12/31/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 61 - 90 days	(01/01/2024 - 01/30/2024)	3 Maturities	0 Payments	29,000,000.00	17.54%	28,710,548.90	28,707,250.00
Aging Interval: 91 - 120 days	(01/31/2024 - 02/29/2024)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	(03/01/2024 - 10/31/2024)	5 Maturities	0 Payments	54,450,000.00	32.01%	54,014,372.50	52,385,766.60
Aging Interval: 366 - 1095 days	(11/01/2024 - 10/31/2026)	3 Maturities	0 Payments	27,000,000.00	15.19%	27,001,035.88	24,851,490.00
Aging Interval: 1096 days and after	(11/01/2026 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		19 Investments	0 Payments		100.00	167,836,388.23	163,629,320.69



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 October 31, 2023, OCFA has \$31,034,495.04 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 October 31, 2023 is .986307739. When applied to OCFA's LAIF investment, the fair value is \$30,609,562.63 or \$424,932.41 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 October 31, 2023 is included on the following page.



State of California
Pooled Money Investment Account
Market Valuation
10/31/2023

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	\$ 27,362,385,544.60	\$ 27,688,866,500.00	NA
Notes	\$ 74,723,150,217.27	\$ 73,067,344,500.00	\$ 379,860,665.50
Federal Agency:			
SBA	\$ 286,125,786.69	\$ 285,460,873.80	\$ 1,326,221.82
MBS-REMICs	\$ 2,300,832.94	\$ 2,226,326.97	\$ 10,147.44
Debentures	\$ 9,232,490,986.18	\$ 9,066,268,750.00	\$ 58,738,015.70
Debentures FR	\$ -	\$ -	\$ -
Debentures CL	\$ 800,000,000.00	\$ 779,656,000.00	\$ 6,377,986.50
Discount Notes	\$ 22,486,864,618.01	\$ 22,789,981,500.00	NA
Supranational Debentures	\$ 3,019,396,107.33	\$ 2,952,865,900.00	\$ 20,953,731.60
Supranational Debentures FR	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -
Bank Notes	\$ -	\$ -	\$ -
CDs and YCDs	\$ 12,950,000,000.00	\$ 12,945,802,665.31	\$ 134,832,513.87
Commercial Paper	\$ 8,823,250,777.72	\$ 8,894,888,513.90	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ 512,632,935.77	\$ 488,209,800.00	\$ 3,195,764.23
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 5,154,000,000.00	\$ 5,154,000,000.00	NA
PMIA & GF Loans	\$ 380,626,000.00	\$ 380,626,000.00	NA
TOTAL	\$ 165,733,223,806.51	\$ 164,496,197,329.98	\$ 605,295,046.66

Fair Value Including Accrued Interest \$ 165,101,492,376.64

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



Orange County Fire Authority

Preliminary Investment Report

November 17, 2023



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
November 17, 2023

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

	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
See Note 1 on page 19								
Investments								
Money Mkt Mutual Funds/Cash	22,960,542.38	22,960,542.38	22,960,542.38	12.50	1	1	4.955	5.024
Federal Agency Coupon Securities	67,450,000.00	63,939,274.05	67,451,002.65	36.73	1,384	53	0.632	0.641
Federal Agency Disc. -Amortizing	14,000,000.00	13,620,040.00	13,598,188.34	7.41	323	202	5.372	5.447
Treasury Discounts -Amortizing	43,000,000.00	42,585,230.00	42,572,487.34	23.19	115	68	5.402	5.477
Local Agency Investment Funds	37,034,495.04	36,527,409.07	37,034,495.04	20.17	1	1	3.620	3.670
	184,445,037.42	179,632,495.50	183,616,715.75	100.00%	559	51	3.232	3.277

Investments

Cash

Passbook/Checking (not included in yield calculations)	319,406.01	319,406.01	319,406.01		1	1	0.000	0.000
Total Cash and Investments	184,764,443.43	179,951,901.51	183,936,121.76		559	51	3.232	3.277

Total Earnings	November 17 Month Ending	Fiscal Year To Date
Current Year	264,308.37	2,619,414.07
Average Daily Balance	177,906,220.09	210,997,968.55
Effective Rate of Return	3.19%	3.24%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2023. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

 11/24/23
 Patricia Jakubik, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 183,936,121.76
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,512,582.65)
Total	\$ 178,423,539.11

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
November 17, 2023

CUSIP	Investment #	Issuer	Average	Purchase	See Note 1 on page 19		See Note 2 on page 19		Stated	YTM/Call	Maturity
			Balance	Date	Par Value	Market Value	Book Value	Rate		365 Mat./Call	
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			5,936,301.94	5,936,301.94	5,936,301.94	5.236		5.236	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			17,024,240.44	17,024,240.44	17,024,240.44	4.950		4.950	1
Subtotal and Average			22,502,665.84		22,960,542.38	22,960,542.38	22,960,542.38			5.024	1
Federal Agency Coupon Securities											
3133EMWH1	1030	Federal Farm Credit Bank (Callable 11/21/2023)		04/22/2021	3,000,000.00	2,814,570.00	3,001,002.65	0.710		0.673	3 04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,252,280.00	12,000,000.00	0.720		0.720	13 04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 12/30/2023)		03/30/2021	8,000,000.00	7,669,920.00	8,000,000.00	0.550		0.550	42 09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 1/08/2024)		04/22/2021	9,435,000.00	9,253,659.30	9,435,000.00	0.375		0.409	51 04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 1/23/2024)		04/23/2021	11,015,000.00	10,526,484.75	11,015,000.00	0.520		0.520	66 10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2023)		04/29/2021	12,000,000.00	10,933,920.00	12,000,000.00	1.000		1.000	72 04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 2/11/2024)		05/11/2021	12,000,000.00	11,488,440.00	12,000,000.00	0.550		0.550	85 10/11/2024
Subtotal and Average			67,451,018.29		67,450,000.00	63,939,274.05	67,451,002.65			0.641	53
Federal Agency Disc. -Amortizing											
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,620,040.00	13,598,188.34	5.115		5.447	202 06/07/2024
Subtotal and Average			13,582,275.00		14,000,000.00	13,620,040.00	13,598,188.34			5.447	202
Treasury Discounts -Amortizing											
912797GC5	1096	US Treasury Bill		08/03/2023	9,000,000.00	8,931,870.00	8,929,664.99	5.210		5.483	54 01/11/2024
912797FW2	1097	US Treasury Bill		09/14/2023	10,000,000.00	9,934,300.00	9,931,458.35	5.250		5.486	47 01/04/2024
912797GC5	1098	US Treasury Bill		10/24/2023	10,000,000.00	9,924,300.00	9,921,175.00	5.255		5.465	54 01/11/2024
912797GP6	1099	US Treasury Bill		11/09/2023	14,000,000.00	13,794,760.00	13,790,189.00	5.238		5.474	103 02/29/2024
Subtotal and Average			42,629,883.57		43,000,000.00	42,585,230.00	42,572,487.34			5.477	68
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			37,034,495.04	36,527,409.07	37,034,495.04	3.670		3.670	1
Subtotal and Average			31,740,377.39		37,034,495.04	36,527,409.07	37,034,495.04			3.670	1
Total and Average			177,906,220.09		184,445,037.42	179,632,495.50	183,616,715.75			3.277	51

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
November 17, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2023	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	299,406.01	299,406.01	299,406.01		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			177,906,220.09		184,764,443.43	179,961,901.51	183,936,121.76		3.277	51

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of November 18, 2023

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

Page 18

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(11/18/2023 - 11/18/2023)	7 Maturities	0 Payments	60,314,443.43	33.24%	60,314,443.43	59,807,357.46
Aging Interval: 1 - 30 days	(11/19/2023 - 12/18/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 31 - 60 days	(12/19/2023 - 01/17/2024)	3 Maturities	0 Payments	29,000,000.00	16.00%	28,782,298.34	28,790,470.00
Aging Interval: 61 - 90 days	(01/18/2024 - 02/16/2024)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 91 - 120 days	(02/17/2024 - 03/17/2024)	1 Maturities	0 Payments	14,000,000.00	7.67%	13,790,189.00	13,794,760.00
Aging Interval: 121 - 365 days	(03/18/2024 - 11/17/2024)	6 Maturities	0 Payments	54,460,000.00	29.21%	54,048,188.34	52,558,544.06
Aging Interval: 366 - 1095 days	(11/18/2024 - 11/17/2026)	3 Maturities	0 Payments	27,000,000.00	13.89%	27,001,002.65	25,000,770.00
Aging Interval: 1096 days and after	(11/18/2026 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		19 Investments	0 Payments		100.00	183,936,121.76	179,951,901.61



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 Monthly Investment Report



Final Report – November 2023

Preliminary Report – December 2023



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Orange County Fire Authority

Final Investment Report

November 30, 2023



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of November 2023, the size of the portfolio increased by \$40.5 million to approximately \$202.9 million. Receipts for the month totaled \$77.8 million, including property tax apportionment payments of \$65.2 million, receipts from cash contract payments of approximately \$6.3 million, and various grant reimbursement payments and charges for current services of approximately \$6.3 million. Total November cash outflows amounted to nearly \$39.5 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$31 million. The portfolio's balance is expected to increase in December as receipts are projected to exceed expenditures. In November, the portfolio's yield to maturity (365-day equivalent) increased by thirty-nine basis points to 3.54%. The effective rate of return remained at 3.22% for the month, while the average maturity of the portfolio increased by 6 days to 56 days to maturity.

Economic News

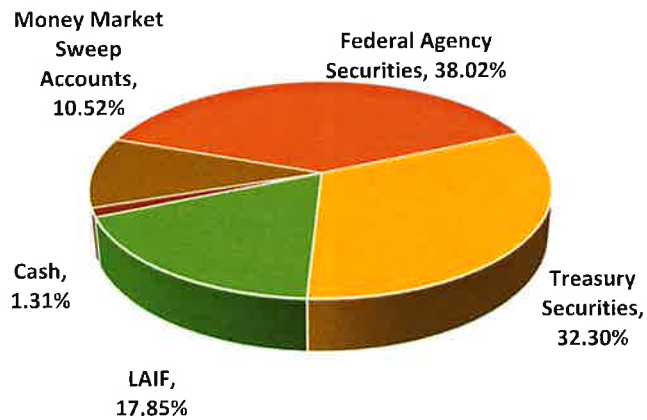
Nonfarm payroll employment increased 199,000 in November 2023, and the unemployment rate decreased to 3.7% from 3.9%. Most of the job gains came from state and local government and healthcare. Average hourly earnings rose 4% over a year ago. After three consecutive monthly declines, American consumer sentiment moved upwards in November heading into the holiday shopping season. Gross Domestic Product (GDP), a measure of all goods and services produced during the 3-month period, jumped at a 5.2% annualized rate. While consumer spending rose only 3.6%, total GDP increased through nonresidential fixed investments and governmental spending. The Consumer Price Index (CPI) increased 0.1% in November and was up 3.1% over last year. November saw a decrease in energy prices, namely gasoline, which helped offset the increases in shelter and keep inflation stable.

The Federal Reserve will meet on December 13, 2023. Rates are currently at the target range of 5.25%-5.50%. Inflation has continued to improve this year. The mild inflation and employment reports for November is expected to allow the Fed to hold rates steady on the 13th and heading into 2024.

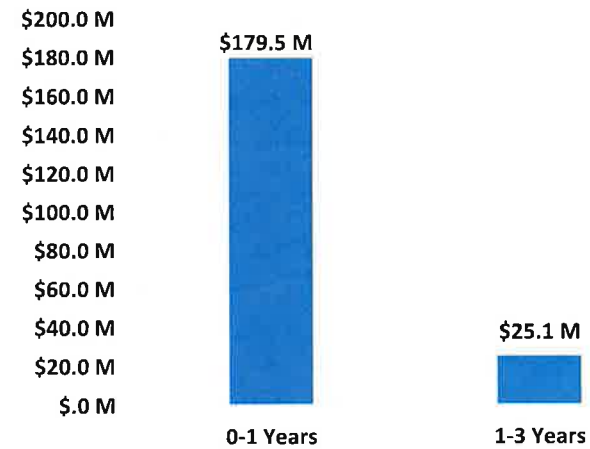


OCFA'S PORTFOLIO HAS AMPLE LIQUIDITY AND IS TRACKING ITS LAIF BENCHMARK AS OF NOVEMBER 30, 2023

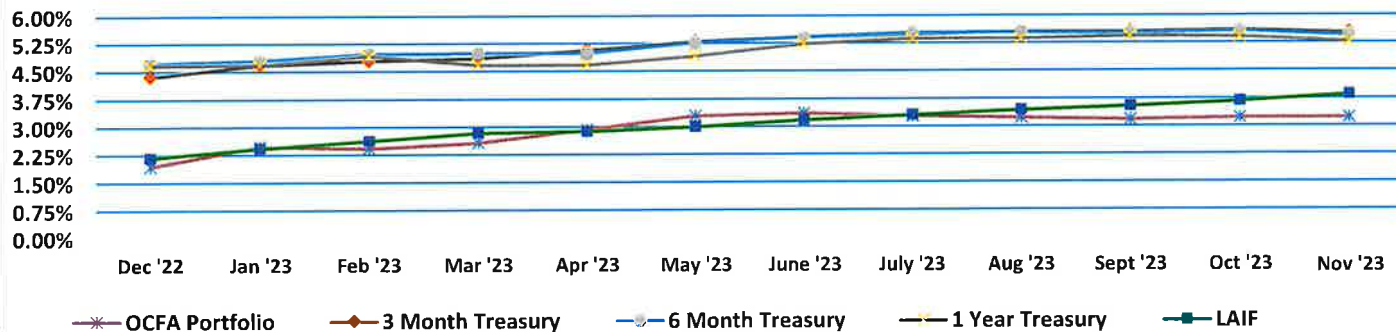
Market Value \$204,628,858



Aging Summary



12 Month Benchmarks





BENCHMARK COMPARISON AS OF NOVEMBER 30, 2023

3 Month T-Bill: 5.52%

1 Year T-Bill: 5.28%

6 Month T-Bill: 5.44%

LAIF: 3.84%

OCFA Portfolio: 3.22%

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>	\$202,900,933	\$162,323,806	\$128,499,367
<i>Yield to Maturity (365 day)</i>	3.54%	3.15%	1.53%
<i>Effective Rate of Return</i>	3.22%	3.22%	1.45%
<i>Days to Maturity</i>	56	50	29



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
November 30, 2023

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

	See Note 1 on page 10	See Note 2 on page 10						
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Money Mkt Mutual Funds/Cash	21,518,519.00	21,518,519.00	21,518,519.00	10.46	1	1	4.970	5.039
Federal Agency Coupon Securities	67,450,000.00	64,157,367.85	67,450,977.24	32.79	1,384	42	0.633	0.641
Federal Agency Disc. -Amortizing	14,000,000.00	13,644,960.00	13,624,047.50	6.62	323	189	5.372	5.447
Treasury Discounts -Amortizing	67,000,000.00	66,097,770.00	66,102,645.56	32.13	131	93	5.374	5.449
Local Agency Investment Funds	37,034,495.04	36,527,409.07	37,034,495.04	18.00	1	1	3.790	3.843
	207,003,014.04	201,946,025.92	205,730,684.34	100.00%	518	56	3.492	3.541
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	2,682,831.79	2,682,831.79	2,682,831.79		1	1	0.000	0.000
Total Cash and Investments	209,685,845.83	204,628,857.71	208,413,516.13		518	56	3.492	3.541

Total Earnings	November 30 Month Ending	Fiscal Year To Date
Current Year	475,771.99	2,861,672.84
Average Daily Balance	179,759,378.55	208,549,615.76
Effective Rate of Return	3.22%	3.27%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2023. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."


 Patricia Jakubiak, Treasurer 12/1/23

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 208,413,516.13
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,512,582.65)
Total	\$ 202,900,933.48

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
November 30, 2023

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			5,490,620.27	5,490,620.27	5,490,620.27	5.241	5.241	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			16,027,898.73	16,027,898.73	16,027,898.73	4.970	4.970	1	
Subtotal and Average			21,273,053.22		21,518,519.00	21,518,519.00	21,518,519.00		5.039	1	
Federal Agency Coupon Securities											
3133EMWH1	1030	Federal Farm Credit Bank (Callable 12/21/2023)		04/22/2021	3,000,000.00	2,824,410.00	3,000,977.24	0.710	0.674	20	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,291,520.00	12,000,000.00	0.720	0.720	0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 12/30/2023)		03/30/2021	8,000,000.00	7,690,320.00	8,000,000.00	0.550	0.550	29	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 1/08/2024)		04/22/2021	9,435,000.00	9,269,981.85	9,435,000.00	0.375	0.409	38	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 1/23/2024)		04/23/2021	11,015,000.00	10,556,776.00	11,015,000.00	0.520	0.520	53	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2024)		04/29/2021	12,000,000.00	11,004,480.00	12,000,000.00	1.000	1.000	59	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 2/11/2024)		05/11/2021	12,000,000.00	11,519,880.00	12,000,000.00	0.550	0.550	72	10/11/2024
Subtotal and Average			67,451,005.58		67,450,000.00	64,157,367.85	67,450,977.24		0.641	42	
Federal Agency Disc. -Amortizing											
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,644,960.00	13,624,047.50	5.115	5.447	189	06/07/2024
Subtotal and Average			13,595,204.59		14,000,000.00	13,644,960.00	13,624,047.50		5.447	189	
Treasury Discounts -Amortizing											
912797GC5	1096	US Treasury Bill		08/03/2023	9,000,000.00	8,945,910.00	8,946,597.49	5.210	5.483	41	01/11/2024
912797FW2	1097	US Treasury Bill		09/14/2023	10,000,000.00	9,950,200.00	9,950,416.68	5.250	5.486	34	01/04/2024
912797GC5	1098	US Treasury Bill		10/24/2023	10,000,000.00	9,939,900.00	9,940,151.39	5.255	5.465	41	01/11/2024
912797GP6	1099	US Treasury Bill		11/09/2023	14,000,000.00	13,816,460.00	13,816,670.00	5.238	5.474	90	02/29/2024
912797HH3	1100	US Treasury Bill		11/30/2023	10,000,000.00	9,780,600.00	9,781,975.00	5.130	5.392	153	05/02/2024
912797FH5	1101	US Treasury Bill		11/30/2023	14,000,000.00	13,664,700.00	13,666,835.00	5.130	5.403	167	05/16/2024
Subtotal and Average			43,405,620.12		67,000,000.00	66,097,770.00	66,102,645.56		5.449	93	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			37,034,495.04	36,527,409.07	37,034,495.04	3.843	3.843	1	
Subtotal and Average			34,034,495.04		37,034,495.04	36,527,409.07	37,034,495.04		3.843	1	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
November 30, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2023	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	2,662,831.79	2,662,831.79	2,662,831.79		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			179,759,378.66		209,685,845.83	204,628,857.71	208,413,516.13		3.641	56

Orange County Fire Authority
In Service of Others!



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

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(12/01/2023 - 12/01/2023)	7 Maturities	0 Payments	61,235,846.83	29.88%	61,235,846.83	60,728,759.86
Aging Interval: 1 - 30 days	(12/02/2023 - 12/31/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 31 - 60 days	(01/01/2024 - 01/30/2024)	3 Maturities	0 Payments	29,000,000.00	14.09%	28,837,165.56	28,836,010.00
Aging Interval: 61 - 90 days	(01/31/2024 - 02/29/2024)	1 Maturities	0 Payments	14,000,000.00	6.75%	13,816,670.00	13,816,460.00
Aging Interval: 91 - 120 days	(03/01/2024 - 03/30/2024)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	(03/31/2024 - 11/30/2024)	7 Maturities	0 Payments	78,460,000.00	37.20%	77,522,867.50	76,127,217.85
Aging Interval: 366 - 1095 days	(12/01/2024 - 11/30/2026)	3 Maturities	0 Payments	27,000,000.00	12.28%	27,000,977.24	25,120,410.00
Aging Interval: 1096 days and after	(12/01/2026 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		21 Investments	0 Payments		100.00	208,413,516.13	204,628,867.71



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 November 30, 2023, OCFA has \$37,034,495.04 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 November 30, 2023 is .986307739. When applied to OCFA's LAIF investment, the fair value is \$36,527,409.07 or \$507,085.97 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 November 30, 2023 is included on the following page.



Fair Value Including Accrued Interest	\$	159,261,240,663.65
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Orange County Fire Authority

Preliminary Investment Report

December 8, 2023



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
December 8, 2023


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

	See Note 1 on page 19	See Note 2 on page 19						
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Money Mkt Mutual Funds/Cash	7,049,127.30	7,049,127.30	7,049,127.30	3.68	1	1	5.111	5.182
Federal Agency Coupon Securities	67,450,000.00	64,236,570.15	67,450,961.61	35.25	1,384	125	0.633	0.641
Federal Agency Disc. -Amortizing	14,000,000.00	13,652,940.00	13,639,960.84	7.13	323	181	5.372	5.447
Treasury Discounts -Amortizing	67,000,000.00	66,201,600.00	66,180,066.00	34.59	131	85	5.374	5.449
Local Agency Investment Funds	37,034,495.04	36,527,409.07	37,034,495.04	19.35	1	1	3.790	3.843
	192,533,622.34	187,667,646.52	191,354,610.79	100.00%	557	87	3.386	3.433

Investments								
Cash								
Passbook/Checking	518,697.33	518,697.33	518,697.33		1	1	0.000	0.000
(not included in yield calculations)								
Total Cash and Investments	193,052,319.67	188,186,343.85	191,873,308.12		557	87	3.386	3.433

Total Earnings	December 8 Month Ending	Fiscal Year To Date
Current Year	152,018.70	3,013,691.54
Average Daily Balance	202,747,054.83	208,261,289.75
Effective Rate of Return	3.42%	3.28%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2023. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

 12/15/23
 Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 191,873,308.12
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,512,582.65)
Total	\$ 186,360,725.47

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
December 8, 2023

See Note 1 on page 19

See Note 2 on page 19

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			5,517,918.61	5,517,918.61	5,517,918.61	5.241	5.241	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			1,531,208.69	1,531,208.69	1,531,208.69	4.970	4.970	1	
Subtotal and Average			18,482,398.03		7,049,127.30	7,049,127.30	7,049,127.30		5.182	1	
Federal Agency Coupon Securities											
3133EMWH1	1030	Federal Farm Credit Bank (Callable 12/21/2023)		04/22/2021	3,000,000.00	2,830,770.00	3,000,961.61	0.710	0.674	12	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,305,920.00	12,000,000.00	0.720	0.720	506	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 12/30/2023)		03/30/2021	8,000,000.00	7,701,920.00	8,000,000.00	0.550	0.550	21	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 1/08/2024)		04/22/2021	9,435,000.00	9,280,832.10	9,435,000.00	0.375	0.409	30	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 1/23/2024)		04/23/2021	11,015,000.00	10,572,968.05	11,015,000.00	0.520	0.520	45	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2024)		04/29/2021	12,000,000.00	11,006,760.00	12,000,000.00	1.000	1.000	51	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 2/11/2024)		05/11/2021	12,000,000.00	11,537,400.00	12,000,000.00	0.550	0.550	64	10/11/2024
Subtotal and Average			67,450,968.45		67,450,000.00	64,236,570.15	67,450,961.61		0.641	125	
Federal Agency Disc. -Amortizing											
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,652,940.00	13,639,960.84	5.115	5.447	181	06/07/2024
Subtotal and Average			13,632,998.75		14,000,000.00	13,652,940.00	13,639,960.84		5.447	181	
Treasury Discounts -Amortizing											
912797GC5	1096	US Treasury Bill		08/03/2023	9,000,000.00	8,959,140.00	8,957,017.50	5.210	5.483	33	01/11/2024
912797FW2	1097	US Treasury Bill		09/14/2023	10,000,000.00	9,964,900.00	9,962,083.34	5.250	5.486	26	01/04/2024
912797GC5	1098	US Treasury Bill		10/24/2023	10,000,000.00	9,954,600.00	9,951,829.16	5.255	5.465	33	01/11/2024
912797GP6	1099	US Treasury Bill		11/09/2023	14,000,000.00	13,841,800.00	13,832,966.00	5.238	5.474	82	02/29/2024
912797HH3	1100	US Treasury Bill		11/30/2023	10,000,000.00	9,794,900.00	9,793,375.00	5.130	5.392	145	05/02/2024
912797FH5	1101	US Treasury Bill		11/30/2023	14,000,000.00	13,686,260.00	13,682,795.00	5.130	5.403	159	05/16/2024
Subtotal and Average			66,146,194.56		67,000,000.00	66,201,600.00	66,180,066.00		5.449	85	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			37,034,495.04	36,527,409.07	37,034,495.04	3.843	3.843	1	
Subtotal and Average			37,034,495.04		37,034,495.04	36,527,409.07	37,034,495.04		3.843	1	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
December 8, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2023	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	498,697.33	498,697.33	498,697.33		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			202,747,064.83		193,062,319.67	188,186,343.85	191,873,308.12		3.433	87

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of December 9, 2023

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(12/09/2023 - 12/09/2023)	7 Maturities	0 Payments	44,602,319.67	23.43%	44,602,319.67	44,095,233.70
Aging Interval: 1 - 30 days	(12/10/2023 - 01/08/2024)	1 Maturities	0 Payments	10,000,000.00	5.30%	9,962,083.34	9,964,900.00
Aging Interval: 31 - 60 days	(01/09/2024 - 02/07/2024)	2 Maturities	0 Payments	19,000,000.00	10.06%	18,908,846.66	18,913,740.00
Aging Interval: 61 - 90 days	(02/08/2024 - 03/08/2024)	1 Maturities	0 Payments	14,000,000.00	7.36%	13,832,966.00	13,841,800.00
Aging Interval: 91 - 120 days	(03/09/2024 - 04/07/2024)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 121 - 365 days	(04/08/2024 - 12/08/2024)	7 Maturities	0 Payments	78,450,000.00	40.61%	77,566,130.84	76,227,220.16
Aging Interval: 366 - 1095 days	(12/09/2024 - 12/08/2026)	3 Maturities	0 Payments	27,000,000.00	13.36%	27,000,961.61	25,143,460.00
Aging Interval: 1096 days and after	(12/09/2026 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		21 Investments	0 Payments		100.00	191,873,308.12	188,186,343.86



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 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
January 25, 2024**

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

Award of IFB #JA2653 Purchase of Two Aircraft Towing Tugs

Contact(s) for Further Information

Jim Ruane, Assistant Chief jimruane@ocfa.org 714.573.6801
Logistics Department

Kevin Berghaus, Fleet Services Division kevinberghaus@ocfa.org 714.573.6651
Manager/Logistics Department

Kyle Kuzma, Battalion Chief kylekuzma@ocfa.org 949.468.8021
Air Operations

Summary

This item is submitted for the approval to award invitation for bid (IFB) # JA2653, to Proserv Aviation Holdings, for the purchase of two aircraft towing tugs.

Prior Board/Committee Action

None

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute a Master Agreement with Proserv Aviation Holdings and issue a purchase order in the amount of \$185,856.00, for the purchase of two aircraft towing tugs.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the purchase of two aircraft towing tugs is included in the FY 2023/24 Fund 133 Fire Apparatus budget.

Increased cost funded by Structural Fire Fund: \$0

Increased cost funded by Cash Contract Cities: \$0

Background

Each year, the Fleet Services Manager reviews the vehicles identified for replacement in the Fire Authority's vehicle replacement plan. This evaluation considers the vehicle's mileage, current age and actual years of operation compared to expected years, mechanical condition, and repair history. As part of the review, two towing tugs have been identified to have reached the end of their serviceable life and require replacement. The current tugs are Federal Excess Personal Property (FEPP) and will be returned through the State of California as surplus. These towing tugs in OCFA's fleet, provide support for Air Operations at Station 41 at Fullerton Airport. Aircraft tugs are used to prepare aircraft for take-off and transport them for regular maintenance and repair.

These tugs are a crucial component of Air Operations ground support equipment and the only means to move our helicopters in and out of our hangers and onto our ramp.

Solicitation Process

On November 8, 2023, staff issued IFB JA2653 requesting bids for the purchase of two aircraft towing tugs. On November 29, 2023, four bids were received. Two bids were deemed non-responsive as they were unable to meet the delivery lead time requirement. Proserv Aviation Holdings has one unit currently available in stock and available for delivery within two weeks after receipt of purchase order. The second unit will be available to be delivered within 160 days after receipt of purchase order.

Recommendation

The Board of Directors approves fixed asset purchases with the adoption of the annual budget; however, the Executive Committee must also approve when the total amount exceeds the budgeted amount by 15% or \$100,000, or when fixed assets are not specifically identified within the budget. The Board of Directors approved \$150,000 in the 2023/24 adopted budget for the two towing tugs. This purchase is being brought to the Executive Committee for approval as required in the Roles and Responsibilities Matrix, since the purchase price exceeds the budgeted amount by over fifteen percent.

Based on the results of the Invitation for Bid, staff recommends awarding the Master Agreement to Proserv Aviation Holdings in the amount of \$185,856.00.

Attachment(s)

Proposed Master Agreement with Proserv Aviation Holdings

**ORANGE COUNTY FIRE AUTHORITY
MASTER AGREEMENT
FOR AIRCRAFT TOWING TUGS**

THIS AGREEMENT FOR AIRCRAFT TOWING TUGS ("Agreement") is made and entered into this 20TH day of December, 2023 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and Proserve Aviation Holdings ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires two (2) new Aircraft Towing Tugs as requested in IFB JA2653, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a proposal dated November 29, 2023, incorporated herein by this reference ("Proposal"); and

WHEREAS, OCFA and Contractor desire to enter into this Agreement in order to receive and provide, respectively, two (2) new Aircraft Towing Tugs on the same terms, conditions, and pricing as further set forth in Section 1.1 of this Agreement;

AGREEMENT

NOW THEREFORE, OCFA and Contractor mutually agree as follows:

SECTION ONE

1.1 Scope of Agreement. In compliance with all terms and conditions of this Agreement, OCFA shall procure two (2) new Aircraft Towing Tugs from Contractor as more fully detailed in Exhibit "A", attached hereto, which includes by reference and by addendum: (1) OCFA's IFB JA2653, dated November 8, 2023 ("Solicitation"), (2) Contractor's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the Parties hereto ("Services", "Goods" or "Work"). In the event of any inconsistency between the terms contained in "Exhibit A", and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then Exhibit "A" shall govern, in that order.

1.2 Term. This Agreement shall commence on the Effective Date, and continue in full force and effect for one (1) year(s), unless earlier terminated in accordance with Section 3.8 of this Agreement. The Agreement may be renewed on the same terms and conditions for up to four (4) additional one-year terms upon mutual written agreement between OCFA and Contractor.

1.3 Compensation and Payment. For the Goods or Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "B," attached hereto.

1.4 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: **Erik Coates, Sales Executive**. The foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the work hereunder. The foregoing principal may not be changed by Contractor without the express written approval of OCFA.

1.5 Contract Administrator. The Contract Administrator shall be **Kevin Berghaus, Fleet Manager**, unless otherwise designated in writing by OCFA. It shall be Contractor's responsibility to keep the Contract Administrator fully informed of the progress of the provision of the Goods or Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Administrator. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Administrator.

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

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

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

To Contractor:

Proserv Aviation Holdings
Attention: Erik Coates
10551 South Oakview Parkway, Suite 400
Oak Creek, WI 53154

SECTION TWO

2.1 Orders. The Contractor shall receive written or verbal requests for Goods or Services on an as-needed basis for items on this Agreement, subject to the terms, conditions, and pricing listed herein. The Contractor shall be responsible for confirming specifications, quantities, and pricing with the Contract Administrator prior to order entry/delivery.

Orders may be placed at any time during the term of the Agreement even if delivery may not be made until after the expiration of the Agreement. Order dates take precedence over delivery dates. The Contractor must clearly identify the order date on all invoices to OCFA.

2.2 Substitutions. The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior OCFA written approval.

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

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

2.4 Freight (F.O.B. Destination). Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods deemed necessary under this Agreement.

2.5 Taxes. OCFA is subject to applicable sales and use tax. Unless otherwise provided herein or by law, prices do not include applicable sales or use tax. Sales tax will be paid directly to the state of California if not collected by the Contractor.

2.6 Acceptance. Unless otherwise agreed to in writing by OCFA: 1) acceptance shall not be deemed complete unless in writing and until all the Goods or Services have actually been received, inspected, and tested to the satisfaction of OCFA, and 2) payment shall be made in arrears after satisfactory acceptance.

2.7 Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to OCFA an invoice for Goods provided and Services rendered prior to the date of the invoice. Invoices should be sent by electronic mail to:

Orange County Fire Authority, Accounts Payable
ap@ocfa.org

OCFA shall pay Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice. Partial payments are authorized for partial shipments with signature approval.

2.8 Usage. No guarantee is given by OCFA to Contractor regarding usage of this Agreement. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply the Goods or Services requested, as needed by OCFA, at prices listed in Exhibit "B", attached hereto, regardless of quantity requested.

Contractor acknowledges that this Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered

by the Agreement. If such appropriations are not made, or are otherwise limited, OCFA may immediately terminate or modify this Agreement without penalty.

2.9 Disaster/Emergency Incident Requirements. In the event of a disaster or emergency incident, this Agreement may be subject to extraordinary usage. The Contractor shall service OCFA during such a disaster or emergency incident under the same terms and conditions that apply during non-emergency conditions. The pricing set forth in the Exhibit "B" shall apply to serving OCFA's needs regardless of the circumstances. If Contractor is unable to supply the Goods or Services under the terms of the Contract, then upon request from OCFA, Contractor shall provide proof of such disruption and a copy of the invoice for the Goods or Services from Contractor's supplier(s). Additional profit margin as a result of supplying Goods or Services during a disaster or emergency incident shall not be permitted.

2.10 Provision of Additional Goods or Services. Contractor shall provide Goods or Services in addition to those specified in Exhibit "A" when directed to do so in writing by the Purchasing Manager or designee, hereinafter "the Purchasing Manager", provided that Contractor shall not be required to provide any additional Goods or Services without compensation. Additional compensation in an amount within management authority must be approved in writing by the Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors. In the event any change or changes to the Goods or Services is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees.

2.11 Reports/Meetings. As required by the Contract Administrator, the Contractor shall develop reports and any other relevant documents necessary to complete the requirements set forth in this Agreement. The OCFA's Contract Administrator and Contractor's Representative will meet on reasonable notice to discuss Contractor's performance and progress under this Agreement. If requested, Contractor's Representative and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by OCFA for the purpose of monitoring progress under this Agreement.

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

2.12 Records. Contractor shall keep such books and records as shall be necessary to properly provide the Goods or Services required by this Agreement and enable the Contract Administrator to evaluate the performance of such requirements. The Contract Administrator shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

2.13 Performance. Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to the reasonable satisfaction of OCFA. Contractor shall be responsible for the quality, technical assurance, timely

completion and coordination of all documentation and other Goods or Services furnished by Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

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

2.14 Time for Completion. All Goods or Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Exhibit "A". The extension of any time period specified must be approved in writing by the Contract Administrator.

2.15 Contractor Personnel. If providing services, the Contractor warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services.

If required in Exhibit "A", all Contractor's employees shall wear uniforms, badges, or other means of identification at all times while on OCFA property. If requested, the Contract Administrator must be notified of the means of identification to be worn by employees prior to beginning work and notified seven days prior to any changes in identification.

2.16 Conflict of Interest – Contractor's Personnel. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of OCFA. This obligation shall apply to the Contractor; Contractor's employees, agents, and relatives; sub-tier Contractors; and third-parties associated with providing Goods or Services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of OCFA.

Further, the Contractor warrants that no gratuities in the form of entertainment, gifts or otherwise were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of OCFA with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, OCFA shall have the right to terminate the Agreement, either in whole or in part.

2.17 Conflict of Interest – OCFA Personnel. The OCFA General Order 06 prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Agreement, employ any OCFA employee for any purpose.

2.18 Confidentiality. Information obtained by Contractor in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Contractor for

any purpose other than the performance of this Agreement without the written consent of OCFA.

2.19 News/Information Release. The Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from OCFA through OCFA's Communications Director.

2.20 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law to provide the Goods or Services required by this Agreement.

2.21 Sub-Contracting. The Contractor shall not contract with any other entity to provide in whole or in part the Goods or Services required hereunder without the express written approval of the Purchasing Manager. If Contractor is authorized to subcontract any part of the work specified herein, Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the provision of Goods or Services will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Contractor shall ensure that all subcontractors maintain insurance in accordance with the requirements set forth herein are complied with prior to commencement of work by each subcontractor.

2.22 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Contractor for work performed by any subcontractor or subconsultant providing Goods or Services but not authorized in writing by the Purchasing Manager, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

2.23 Force Majeure. Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within thirty-six (36) hours of the commencement of such condition notify the Contract Administrator who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for providing the Goods or Services for the period of the enforced delay when and if in the Contract Administrator's judgment such delay is justified, and the Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement.

2.24 Assignments. Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the Purchasing Manager. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of

the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of the Purchasing Manager.

2.25 Proof of Insurance (If Applicable). The Contractor must furnish OCFA with the documents specified in Exhibit "C" proving the necessary levels of insurance coverage, as required. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

2.26 Warranty. Contractor expressly warrants that the Goods or Services covered by this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

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

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

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

2.28 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement,

Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the provision of Goods or Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

If providing Services, Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service.

No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the provision of Goods or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the provision of any Goods or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of providing any Goods or Services hereunder. If for any reason any court or governmental agency determines that OCFA has financial obligations, other than pursuant to Section 1.3 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Goods or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation,

benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

SECTION THREE

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

3.2 Compliance with Laws. Contractor represents and warrants that all Goods or Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

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

3.4 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

3.5 Calendar Days. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

3.6 Amendments. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on OCFA unless authorized by the Purchasing Manager in writing.

3.7 Entire Contract. This Agreement contains the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

3.8 Termination. OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except where

continuation would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate.

3.9 Disputes – Contract. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by Contractor's Representative and OCFA's Contract Administrator, such matter shall be brought to the attention of the Purchasing Manager by way of the following process:

- The Contractor shall submit to the Purchasing Manager a written request for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless OCFA, on its own initiative, has already rendered such a final decision.
- The Contractor's written request shall be fully supported by factual information, and, if the request involves a cost adjustment to the Contract, include statement by a corporate officer indicating that the request is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes OCFA is liable.
- Pending the final resolution of any dispute arising under, related to, or involving this Agreement, Contractor agrees to diligently proceed with the performance of this Agreement, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Agreement.

3.10 Breach of Contract. The failure of Contractor to comply with any of the provisions, covenants or conditions of this Agreement shall be a material breach of this Agreement. In such event OCFA may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- Afford Contractor written notice of the breach and ten days or such shorter time that may be specified in this Agreement within which to cure the breach;
- Discontinue payment to the contractor for and during the period in which Contractor is in breach; and
- Withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed to OCFA.

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

3.12 Remedies Not Exclusive. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies

shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

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

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

3.16 Special Terms and Conditions (If Applicable). If required, additional terms and conditions applicable to the provision of Goods or Services pursuant to this Agreement are provided in Exhibit "D", attached hereto.

[Signature Page follows]

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing & Materials Manager

“CONTRACTOR”

PROSERV AVIATION HOLDING LLC

Date: December 21, 2023 _____

By: Erik D Coates _____

Name: Erik Coates
Title: Sales Executive

EXHIBIT "A"
STATEMENT OF WORK

FORM A: VEHICLE SPECIFICATIONS

Instructions: Bidder shall indicate in the “yes/no” column by writing “yes” or “no” in the appropriate column if their bid complies on each item (paragraph) specified. It is not the intention of OCFA to exclude manufacturers of similar or equal equipment of the types specified. Exceptions shall be allowed if they are equal or superior to that specified and provided they are listed and fully explained on a separate page. OCFA retains the sole right to determine whether proposed deviations to the specified equipment are acceptable. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder as an exception with a detailed statement completely defining the exception(s). Deviations from these specifications which exceed specified dimensions, capacity, quality or performance may be considered unless specific or maximum requirements are set and provided that the manufacturer submit full description and explanation of justification for proposed deviation

2023/24 AIRCRAFT TOWING TUG			
Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative
1. VEHICLE SPECIFICATIONS			
1.1	Configuration/Drive Type: The vehicle shall be a new and unused, model year, 2023/24 Aircraft Towing Tug, 8,000lbs Tow Tractor, Diesel, Tier 4, Eagle Tugs TTR-8 or approved equivalent		YEAR: <u>2024</u> MAKE: <u>Eagle</u> MODEL: <u>TTR-8</u> TRIM: _____
1.2	Quantity: Two (2)	YES	
1.3	Exterior Color: OEM	YES	
1.5	GVWR: 8,000 LBS		
1.6	Engine: Diesel no DEF, Tier 4, 75hp minimum	YES	
1.7	Transmission: OEM	YES	
1.8	Axle Ratio(s): OEM	YES	
1.9	Steering OEM power steering	YES	
1.10	Tires/Wheels: OEM	YES	
1.11	Wheels: 20x9 Machined aluminum	YES	
1.12	Brakes: OEM	YES	

2023/24 AIRCRAFT TOWING TUG			
Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative
1.13	Max Tow Capacity <ul style="list-style-type: none"> Dry – 1% Grade = 115,000 lbs Wet – 1% Grade = 85,000 lbs Snow – 1% Grade = 60,000 lbs Towing Capacity 85,000lbs 	YES	
2. STANDARD FEATURES			
2.1	Tier 4 Final Compliant	YES	
2.2	All Wheel Drive	YES	
2.3	2 Front / 2 Rear Drive Wheels	YES	
2.4	Side and top access to engine	YES	
2.5	Low oil/high temp engine protection shutdown	YES	
2.6	Keyless ignition with anti-restart	YES	
2.7	Wheelbase: 84 in	YES	
2.8	Track: 57 in	YES	
2.9	Ground Clearance: 8 in	YES	
2.10	Max unloaded speed: 23 mph	YES	
2.11	Max loaded speed: 4.3 mph	YES	
2.12	Power Steering and Braking	YES	
2.13	Power-assisted hydrostatic, self centering steering	YES	
2.14	Parking brake override protection		
2.15	Hydraulic, self-adjusting split type brakes with accumulator	YES	
2.16	Front disc brakes	YES	
2.17	Rear drum brakes	YES	

2023/24 AIRCRAFT TOWING TUG

Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative
2.18	14.9 gal fuel tank	YES	
2.19	Battery (cold crank) 850 amp	YES	
2.20	Rear hitch spotlight	YES	
2.21	Post mounted strobe light	YES	
2.22	Recessed full LED lights	YES	
2.23	Instruments: Dual-unit digital back-lit display offering engine/tractor diagnostics and full instrumentation	YES	
2.24	3 cylinder / 1.86 L	YES	
2.25	12 volt	YES	
2.26	80 amp Alternator	YES	
3. DELIVERY			
3.1	<p>Dealer shall complete all DMV registration and title documents as required by the State of California Department of Motor Vehicles (CA DMV). Plates shall be CA EXEMPT and registered to the following address:</p> <p>Orange County Fire Authority 1 Fire Authority Road Irvine, CA 92602</p>	NA	NOT APPLICABLE
3.2	Vehicle shall be delivered with a full fuel tank filled with manufacturer's recommended fuel.	NA	SHIPS WITH NO FUEL
3.4	<p>Bid price to include delivery to the OCFA: 1 Fire Authority Road Irvine, CA 9262 Attention: Kevin Berghaus</p> <p>Delivery of vehicles must be coordinated with Fleet Manager, Kevin Berghaus 714-715-0481 or his designee Business Analyst, Loriane Stark 714-573-6650</p>	YES	

2023/24 AIRCRAFT TOWING TUG

Item No.	Minimum Specifications	Comply Yes / No	Vendor Comment Exception/Alternative
3.5	<p>Delivery is requested within 120 calendar days after receipt of OCFA purchase order. OCFA will consider allowing additional days due to force majeure (beyond the dealer's ability to control) if factory production has caused the delay. In such cases, dealer must provide written proof from factory stating reason for the delay and when delivery should be expected. Bidders should advise the Buyer prior to the bid deadline of any expected delays that might exceed the aforementioned delivery time requirement.</p> <p>Any delays in delivery date as required herein shall be immediately reported in writing to the requesting department representative with a copy to the buyer.</p>	NO	CURRENT LEAD TIME ON THIS IS 140 TO 160 DAYS

EXHIBIT “B”

PRICING

FORM B: PRICING PAGE

Purchase or Lease Purchase: Pricing for both a purchase (full payment on delivery) or through a Lease-Purchase program is requested to provide OCFA with the opportunity to consider options that best meet OCFA's Fleet Capital Improvement Program financial plan. Offeror may decline to include a Lease-Purchase program offer, and may submit pricing for 100% Purchase on Delivery only.

Unit Price includes everything necessary, including but not limited to transportation delivery, offloading; registering units with DMV; includes all preparation, documentation, and transfer charges; includes environmental and disposal fees; no other costs will be considered.

Discounts: all applicable discounts must be factored into the unit price.

Fixed Unit Prices: prices are fixed through the delivery period for all units.

CA Tire Fee: is the per tire fee that the State of California assess, which is subject to change. This amount is included in the eBid as a fixed cost.

Additional charges: not allowed, no fuel surcharges, no mileage rates.

Sales Tax: Bidders should not include any State or County sales tax on their bids. OCFA pays State sales or use tax at the Orange County rate in effect at the time of purchase, and will calculate the California Sales Tax (currently at 7.75% - Orange County rate) and include applicable sales tax on the Purchase Order(s) issued to the successful bidder(s) who are California suppliers. The OCFA will pay sales tax directly to the State of California if the bidder doesn't collect California sales tax. OCFA is exempt from Federal Excise Tax.

Pricing for both a purchase (full payment on delivery) or through a Lease-Purchase program is requested however, offeror may decline to include a Lease-Purchase program offer, and may submit pricing for 100% Purchase on Delivery only.

Option 1 – Purchase 100% on Delivery (Net 30 day payment terms) Exclude Sales Tax

Description	Unit of Measure	Quantity	Unit Price	Extended Total
2023/24 Eagle Aircraft Tug TTR-8 per IFB vehicle specifications	Each	2	\$ 83,200.00	\$ 166,400.00
CA Tire Fees per Vehicle	Each	2	\$	\$
Documentation Fees per Vehicle	Each	2	\$	\$
Registration/Licensing Fees (Exempt) per Vehicle	Each	2	\$	\$
Delivery Charges to 1 Fire Authority Road, Irvine, CA 92602	Each	2	\$	\$ 6,500.00
Total Amount of Purchase. Transfer this amount to line 1 in PlanetBids under the line items tab.				\$ 172900

State the Year, Make, Model, & Color for the vehicles proposed:

2024 Eagle Tug TTR-8

State the estimated delivery lead time after receipt of purchase order (ARO):

Estimated 160 Days

EXHIBIT "C"
Insurance Requirements

C1. Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

C2. Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

C2.1 Professional Liability/Technology Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

C2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

C2.1.2 If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

C2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

C2.1.4 Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

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

C2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

C2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

C2.4.1 If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

C2.4.2 Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

C3. Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

C3.1 Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

C4. Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

C4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

C4.1.1 Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

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

C4.1.2 Primary, Non-Contributing. Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

C4.2 Notice of Cancellation: Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

C4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

C4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements. By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

C5. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

C6. Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

C6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by

each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

C7. Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

C7.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

C7.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

C7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

C8. Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

C9. Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

C10. Insurance for Subconsultants. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full

compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

C10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

C11. Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

C11.1 Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

C11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

C11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

C11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

C11.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

C11.6 Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2024

Agenda Item No. 2D
Consent Calendar

Award of Contract for Fire Alarm System Services RFP RO2644

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6028

Patrick Bauer, Property Manager
Logistics Department

patrickbauer@ocfa.org

714.573.6471

Summary

This agenda item seeks approval to award a contract for Fire Alarm System Services to HC Integrated Systems, Inc. (HCI), the highest-ranking vendor responding to Request for Proposals RO2644.

Prior Board/Committee Action

None.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to enter into a Maintenance Agreement with HC Integrated Systems, Inc. for Fire Alarm System 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

None.

Fiscal Impact

Funding for the annual inspections and as-needed maintenance and repair in this contract is included in the FY 2023/24 Property Management Division Budget. 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

The Property Management Department is responsible for the maintenance and repair of OCFA's headquarters, fire stations, and other properties. The department historically utilizes various outside contractor services for specialized maintenance and repair services and to assist when the workload exceeds current full-time staff capacity.

Request for Proposals (RFP) Process

On October 6, 2023, RFP RO2644 was issued and sent to 330 vendors to solicit proposals for fire alarm inspection, monitoring, maintenance, and repair services in order to meet OCFA department needs. A non-mandatory pre-proposal meeting was held on October 23, 2023, with five vendors attending. On November 8, 2023 the proposal due date, three proposals were received from HC Integrated Systems, Cal Building Systems, and West Coast Fire & Integration.

Evaluation

An evaluation team consisting of three staff members evaluated the written proposals. Each proposal was evaluated based on the following weighted criteria as defined in the RFP: Method of Approach (20), Statement of Qualifications (25), Communications/ Customer Service (30), and Pricing (25). After an evaluation of all written proposals, HCI was unanimously ranked the highest overall.

Scoring

Final evaluation scores resulted in HCI as the number one ranked contractor and also provided the lowest pricing for scheduled services. Evaluation scores are shown below:

ORANGE COUNTY FIRE AUTHORITY									
RO2644 - Fire Alarm System Services									
	Cal Building Systems			HC Integrated Systems, Inc.			West Coast Fire & Integration		
Cost Proposal - Scheduled Inspections	\$158,702.00			\$108,530.00			\$216,360.00		
Evaluators	1	2	3	1	2	3	1	2	3
A. Method of Approach (20)	16.00	10.00	14.00	18.00	16.00	16.00	10.00	10.00	14.00
B. Statement of Qualifications (25)	17.50	12.50	10.00	22.50	22.50	20.00	17.50	12.50	10.00
C. Communications/ Customer Service (30)	18.00	15.00	9.00	24.00	27.00	24.00	21.00	15.00	15.00
C. Proposed Cost (25)	17.10	17.10	17.10	25.00	25.00	25.00	12.54	12.54	12.54
Sum of Proposal Ratings	68.60	54.60	50.10	89.50	90.50	85.00	61.04	50.04	51.54
Ranking	2.00	2.00	3.00	1.00	1.00	1.00	3.00	3.00	2.00
Written Sum of Ranking	7.00			3.00			8.00		
Overall Rank	2			1			3		
Additional information									
Labor (standard)	\$200/hr Fire Alarm Tech; \$200/hr Fire Sprinkler Tech			\$160/hr Fire Alarm Tech; \$180/hr Sprinkler Fitter			\$130/hr		
Labor (overtime)	\$300/hr Fire Alarm Tech; \$300/hr Fire Sprinkler Tech			\$208/hr Fire Alarm Tech; \$239/hr Sprinkler Fitter					
Travel/Trip	\$0			\$95					
Minimum call out	\$600			3 Hours					
Markup	25% markup			25%					

Best and Final Offer

In order to provide OCFA information regarding periodic testing services and pricing consideration, a Best and Final Offer (BAFO) was requested from HCI. In response, HCI submitted their BAFO dated December 8, 2023. The recommended annual contract amount is reflective of the information received in the BAFO:

Service	Amount
Annual Cost for Monthly Monitoring	\$24,180
Annual Fire Alarm Inspection and Testing	\$29,590
CA Title 19 5-Year Sprinkler Certification (as required)	\$54,760
<i>Subtotal Scheduled Services</i>	<i>\$108,530</i>
Estimated As-Needed Maintenance and Repair (Budgeted amount based on prior usage and age of equipment.)	\$191,470
Total Annual NTE Amount	\$300,000

Conclusion and Recommendation for Award

Based upon the evaluation results, staff is recommending contract award to HC Integrated Systems, Inc. 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 amount is sufficient to provide inspections, monitoring services, and certifications, as well as cover repairs resulting from said inspections.

Attachment(s)

1. Request for Proposals RO2644 (***RFP posted on line***)
2. Proposed Maintenance Services Agreement inclusive of Proposal by HCI and Best and Final Offer dated December 8, 2023 (***Agreement posted on line***)

LINK TO POSTING:

<https://ocfastorage.azurewebsites.net/Uploads/BoardAgendaAndMinutes/2024/Executive/ec240125.pdf>



ORANGE COUNTY FIRE AUTHORITY

REQUEST FOR PROPOSALS

FIRE ALARM SYSTEM SERVICES

DATE: October 6, 2023

RFP Number: RO2644

The Orange County Fire Authority (OCFA) is requesting proposals for fire alarm system monitoring, inspection, maintenance, and repair services in accordance with the specifications provided herein.

Pursuant to SB854, no contractor or subcontractor may be awarded a contract for a public works project unless registered with the Department of Industrial Relations (DIR) per California Labor Code section 1725.5. This project is a public work and is subject to compliance monitoring and enforcement by the DIR.

Required Contractors' License: C-16; DIR Registration is Required

Proposals will be received no later than 11:00 A.M. Wednesday, November 8, 2023.

Submittal of Proposal may be hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than 11:00A.M. November 8, 2023. Another option is to submit your proposal electronically online through Planet Bids (Preferred).

LATE PROPOSALS WILL NOT BE ACCEPTED.

A **non-mandatory** pre-proposal meeting is scheduled on **Monday, October 23, 2023 at 9:00 AM** at the OCFA Regional Fire Operations Training Center (RFOTC) located at 1 Fire Authority Rd., Irvine, CA 92602. Please RSVP to attend the meeting through Planet Bids.

Any questions concerning this Request for Proposals (RFP) can be submitted online via the Q&A module available through PlanetBids before **Monday, October 23, 2023 at 5:00 P.M.** OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

One (1) original hard copy and one (1) electronic copy of the proposal shall be sent to the attention of the Assistant Purchasing Agent, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Item Number, RFP RO2644 and the Due Date. Another option is to submit your proposal electronically through the Planet Bids website. *If you elect to submit your proposal electronically through Planet Bids, no additional copies or digital media will be required.* There will be no public opening of proposals.

If you have any questions, please contact Rothchild Ong, Assistant Purchasing Agent, at (714) 573-6642 or via e-mail at: rothchildong@ocfa.org

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

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SECTION I: PROPOSAL INFORMATION

1.1 DEFINITIONS

OCFA: Orange County Fire Authority

RFP: Request for Proposals

DIR: California Department of Industrial Relations

CSLB: California Contractors State License Board

PCC: California Public Contract Code

RFOTC: Regional Fire Operations and Training Center

1.2 INTRODUCTION

OCFA is requesting proposals for fire alarm system monitoring, inspection, maintenance, and repair services in accordance with the minimum specifications outlined within this Request for Proposals. The contract resulting from this RFP will be for an initial one-year term with the option of four (4) additional one-year renewals for as-needed services.

1.3 AGENCY BACKGROUND

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

OCFA is the largest regional fire service organization in Orange County and one of the largest in California. Emergency response services are provided to a community of over 1.75 million residents in a 575 square mile area. OCFA has approximately 127 job classifications with an authorized staffing level of 1,372 full-time positions. The staff provides front-line services, including prevention, education, dispatch, emergency response and technical and administrative support.

OCFA serves the following jurisdictions:

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

1.4 ESTIMATED RFP SCHEDULE

Request for Proposal Issue Date

October 6, 2023

Pre-Proposal Conference (attendance is optional)

October 23, 2023 at 9:00 AM

Deadline to submit questions through Online Q&A

October 23, 2023 at 5:00 PM

Proposal Due Date

November 8, 2023 at 11:00 AM

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

1.5 TERM OF AGREEMENT

The term of any contract resulting from this RFP will be for an initial term through June 30, 2023 for as-needed services. The agreement should reflect services and fees for the initial term commencing upon the date of contract execution with the option of four (4) one-year renewal terms, subject to the "Time of Performance" and the "Termination" provisions of the OCFA's "Pro Forma" Maintenance Services Agreement (Exhibit 1). The contract is subject to the satisfactory negotiation of terms, including a price acceptable to both the Authority and the selected contractor.

The Agreement template is attached hereto as Exhibit K. The contract is subject to the satisfactory negotiation of terms, including a price acceptable to both OCFA and the selected Offeror.

1.6 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference is scheduled on **Monday, October 23, 2023 at 9:00 AM** at the Orange County Fire Authority Regional Operations and Training Center: 1 Fire Authority Road, Irvine, CA 92602. This meeting will be held to allow for questions and clarifications concerning the Authority's RFP process and subsequent contract award. Offerors should be familiar with the proposal prior to attending the pre-proposal meeting. If you will be attending this pre-proposal meeting in person or if you are interested in attending this meeting remotely through GoToMeeting, please contact Rothchild Ong via e-mail at: rothchildong@ocfa.org or by telephone at: (714) 573-6642 to reserve your spot. Please note that the call-in space is limited and will be provided on a first come first serve basis.

1.7 QUESTION SUBMITTAL

Please review the entire RFP package at your earliest opportunity and submit questions through the Q&A Tab on the Planet Bids vendor portal no later than **Monday, October 23, 2023 at 5:00 PM**. Questions which are submitted prior to the pre-proposal conference will be addressed during the pre-proposal meeting.

1.8 ADDENDUM

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

1.9 DUE DATE

Proposals will be received no later than **11:00 A.M. on Wednesday, November 8, 2023**. Late proposals will not be accepted.

1.10 PROPOSAL SUBMITTAL**Paper Proposals**

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

**Orange County Fire Authority
Attn: Purchasing Section
1 Fire Authority Road Bldg. C
Irvine, CA 92602**

Electronic Proposals

If you elect to submit your proposal electronically, no additional copies or digital media will be required. Electronic proposals must be submitted online through OCFA's electronic procurement system, PlanetBids, at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=14773>

Please note that the pricing page found in Exhibit J should be submitted separately in a sealed envelope so that the technical proposal can be evaluated without the consideration of cost.

1.11 GENERAL INFORMATION

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

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

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

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

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

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

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

SECTION II: SCOPE OF 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 multiple contracts for fire alarm monitoring, inspection, maintenance, and repair services on an as-needed basis. The successful contractor(s) will provide fire alarm monitoring, inspection, maintenance, and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain fire alarm systems of OCFA's seventy-eight (78) fire stations and the RFOTC and US&R warehouse. The list of Fire Stations and addresses are provided as Exhibit M.

2.2 OBJECTIVES

The OCFA is seeking proposals from qualified contractors to provide inspection, maintenance, and monitoring of fire alarm systems including, monitoring systems, extinguishing devices, electrical and related equipment in a timely, cost-effective, compliant manner. Various types of fire alarm systems are located throughout Orange County and are owned and operated by the Orange County Fire Authority. The selected contractor will work directly with OCFA Property Management for services at its headquarters located at 1 Fire Authority Road, Irvine, CA 92602, and for fire stations and other properties. 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.

The intent of this solicitation is to award an agreement to the offeror who proposes to provide and deliver monitoring, inspection, 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 apparatus bay door and gate maintenance and repair services.

2.3.2 Contractor must possess a valid California **C-16** 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-16 - Fire Protection Contractor

A Fire protection contractor lays out, fabricates and installs all types of fire protection systems; including all the equipment associated with these systems, excluding electrical alarm systems.

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 approval from 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 business hours, on 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 and/or OCFA Property Management.)

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.
 - Detailed description of work completed.
 - 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 designated work areas with Property Management to review and document items requiring corrective action as needed.
- 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, unless pre-approved by OCFA Property Management.
- 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 monitoring, 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 regular performance reviews on a regular basis to evaluate the levels of service and quality provided.

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

Contract Manager:

- David Nickols, OCFA Facilities Maintenance Manager, (714) 573-6475, cell (714) 380-1176 and email: davidnickols@ocfa.org
- Patrick Bauer, OCFA Construction and Facilities Division Manager, (714) 573-6471, patrickbauer@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, and system monitoring in general terms. The detailed specifications required will be based on the particular requirements at the time of 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 repair and maintenance items or issues that may need attention:

- Alarm sensors not calibrated
- Incorrect detector types
- Faulty wiring
- Multiple false alarms
- Inconsistent signals
- 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 fire alarm system inspection, maintenance, and monitoring services in a timely, cost-effective, compliant manner. These services must include, but are not limited to: automatic sprinkler tests, hose station inspections, regular fire alarm system monitoring, and fire alarm system tests, including California Fire Code Standards and other federal and state standards at the locations specified on Exhibit "L". Fire alarm systems are located throughout Orange County and are owned and operated by the Orange County Fire Authority.

2.5.2.2 Contractor will provide OCFA with fire alarm system inspection and maintenance, automatic sprinkler inspection, testing and maintenance, hose station inspection and maintenance, and fire alarm system testing and maintenance.

2.5.2.3 Contractor must coordinate all tests with the regional, state and/or federal enforcement agencies and provide maintenance and repair services that conform to all current applicable local, state and national codes and regulations, including, but not limited to:

- Uniform/International Fire Code Standards
- California Fire Code Standards
- National Electrical Code
- California Code of Regulations Title 19 and 24 (If applicable)
- National Fire Protection Agency Code

2.5.2.4 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.

2.5.2.5 A list of fire alarm systems covered under the contract is included in Exhibit "L". Additional systems or devices may be added during the contract term.

- The Facilities contain a variety of fire alarm systems installed which will require scheduled maintenance set forth in Exhibit "L".
- OCFA has various types of existing fire alarms systems with remote sensors capable of sending and receiving alarm activity to and from annunciation and supervised systems. System types include but not limited to: Simplex, Radionix, Silent Knight, Pyrotronics and other manufacturers with California State Fire Marshal equipment listings. Equipment includes enunciator, smoke and heat detectors, manual initiating devices, flow switch, audible and visual devices, supervisory devices, automatic dialers/communicators, etc.
- OCFA has some sites with landline connections and some with cellular. System connections will vary by location.
- There are currently 49 sites requiring monitoring services with plans to add additional sites. Sites requiring monitoring services are listed in Exhibit "M".
- For new system installations in existing buildings, the contractor is responsible to design, plan and install equipment and wiring including control panels, remote devices and any electrical feed needed for the new system as approved by OCFA Property Management.
- As-Built drawings will be submitted for any facility changes at the completion of all projects where new equipment and/or wiring changes are made.

2.5.3 GENERAL REQUIREMENTS:

2.5.3.1 All testing performed on fire alarm systems, associated piping, monitoring systems, or extinguishing systems 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 Tests of systems or devices regulated herein must be conducted yearly or when an inspection indicates that there is reason to believe that the system or device would fail to operate properly in an emergency.

- 2.5.3.3** 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.
- 2.5.3.4** Technicians must be familiar with and certified by the equipment manufacturer in installation, troubleshooting and testing of related systems. Inspectors must be familiar with and certified by the equipment manufacturer to perform the full testing procedure for the particular system or device being tested.
- 2.5.3.5** Technicians must follow all service, repair, maintenance installation requirements of Title 19 and 24 of the California Code of Regulations, any applicable referenced NFPA Standards, and manufacturer's recommendations for devices.
- 2.5.3.6** 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.
- 2.5.3.7** The Property Management Department must be notified at least three (3) working days in advance of the performance of required tests to allow a representative to witness the test as required.
- 2.5.3.8** At the conclusion of each test, the Property Management Section must be notified of fire-protection equipment that was determined to be inoperative. The vendor shall provide the Property Management Section with recommended repairs and replacements and must receive approval from the Property Management Section prior to repair or replacement.
- 2.5.3.9** The service order must be signed by an authorized OCFA employee (if available) before contractor leaves the work site in order to explain the completion or suspension of work. If no OCFA point of contact is present, please call Property Management at (714) 573-6470 or David Nickols at (714) 380-1176.
- 2.5.3.10** When the fire-protection equipment is operative, the owner or the owner's agent shall certify its condition to the Property Management section in writing.
- 2.5.3.11** Contractor must provide all necessary materials for proper separation, containerization, handling, treatment, storage, transport and disposal of materials collected, including all safety and safety testing equipment.
- 2.5.3.12** Contractor must provide all other materials, not specifically described but required for any requested work performed.
- 2.5.3.13** All equipment used in the performance of the service, repair, maintenance and installation of Fire Alarm systems must be listed by the California State Fire Marshal office.
- 2.5.3.14** 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:

2.5.4 INSPECTION AND TEST PROCEDURES FOR AUTOMATIC SPRINKLER SYSTEM:

- 2.5.4.1** OCFA must be notified before supervised systems are tested.

2.5.4.2 Inspect 100% of all Fire Sprinkler Systems each year to include, but not be limited to the following:

1. Post Indictors valve
2. Water Flow Devices
3. Tamper Devices
4. Control Valve Devices
5. Pressure Devices
6. Sprinkler Heads
7. Piping
8. Bracing

2.5.4.3 Test 100% of all Fire Sprinkler Systems each year to include, but not be limited to the following:

1. Water Flow Devices
2. Tamper Devices
3. Pressure Devices
4. Sprinkler Heads
5. Piping
6. Control Valve Devices

2.5.4.4 Inlet connections shall be back-flowed from the check valve to the inlet by disassembling the check valve or blocking the check valve open so that water will back-flow out of the fire department inlet connections.

2.5.4.5 Fire department inlet connections and outlets shall be equipped with approved plugs or caps.

2.5.4.6 For wet system alarm testing only, the inspector's test valve shall be opened to test the alarm bell response. When fully opened, the response shall occur within five minutes. When conducting such a test on a dry-pipe, pre-action or deluge system, use the alarm test line.

2.5.4.7 An approved test gage shall be connected at the test gage opening to test the reliability of the existing gages.

2.5.4.8 Control valves shall be closed and reopened to assure their ability to operate.

2.5.4.9 Pressures shall be observed with the main drain valve closed, and wide open for flow testing. Upon closing the main drain valve, an observation shall be made to determine how quickly pressure is restored to indicate if there are closed valves or obstructions in water supply lines.

2.5.4.10 Dry-pipe, pre-action and deluge systems shall be trip tested annually in accordance with nationally recognized standards.

2.5.4.11 California Title 19 5-Year Sprinkler Inspections shall be coordinated with OCFA Property Management Department. Exhibits "L" and "N" outline locations with sprinkler systems.

2.5.5 HOSE STATION INSPECTION:

2.5.5.1 Inlet connections shall be back-flowed so that water will back-flow out of the fire department inlet connections.

2.5.5.2 The full length of hose sections shall be examined for mildew, cuts, abrasions and other deterioration. The hose shall be replaced with listed lined hose as needed. Hose couplings, gaskets and nozzle shall be checked for damage and obstructions.

2.5.6 SMOKE DETECTOR INSPECTION:

2.5.6.1 Clean all smoke and/or duct detectors once a year. Follow the manufactures instructions in cleaning and testing smoke and/or duct detectors. Cleaning shall involve the use of vacuuming; static free compressed air and a cleaning chemical/wash for each detector.

2.5.7 FIRE ALARM SYSTEM TESTING:

2.5.7.1 Fire alarm system testing shall be completed in accordance with California Fire Code Standards and other nationally recognized standards.

2.5.7.2 Test and Inspect 100% of all fire alarm system components each calendar year to include, but not limited to, the following:

1. Fire Alarm Control Panel
2. Smoke and Duct Detectors
3. Heat Detectors
4. Manual Pull Stations
5. Audible Devices
6. Visual Devices
7. HVAC and smoke systems
8. Battery backup
9. Annunciators
10. Dialers
11. Independent Power Supplies
12. Tamper Switches
13. Post Indictors valves
14. Monitor Modules
15. Control Modules
16. Relays

2.5.7.3 A certification for each system is required after testing and the system must be tagged as required.

2.5.7.4 A list and cost estimate must be provided to the Orange County Fire Authority Property Management Section for any repairs that are required for certification of the system.

2.5.7.5 A list of deficiencies and estimated costs must be provided for all other repairs to the system.

2.5.8 RFOTC FIRE ALARM SYSTEM INSPECTION:

2.5.8.1 The system shall be inspected one (1) time during each agreement year. Each inspection shall include test of circuitry for continuity, adequate insulation and of components for proper functioning condition. Contractor will complete the inspection at the following locations:

- Building A
- Building B
- Building C
- Building D

2.5.8.2 Title 19 Quarterly Automatic Fire Sprinkler Systems Inspections

The system shall be inspected four (4) times during each agreement year. Contractor will flow all fire hydrants one (1) time during each agreement year. The scope of work performed during a quarterly inspection is in compliance with the State Fire Marshal's requirements set forth in Title 19, Article 4, Section 804. Contractor will complete these inspections at the following locations:

- Building A
- Building B
- Building C

2.5.8.3 Annual Fire Pump

Contractor shall perform the required annual fire pump inspection. Contractor will perform the annual flow test of the pump assembly to determine its ability to continue to attain satisfactory performance at shutoff, rated flow, and peak loads. Annual flow tests allow for year by year comparisons of pump performance.

2.5.8.4 Pre-action Sprinkler System Inspections

Contractor shall perform the annual trip test of the Deluge Systems located on the 1st and 2nd floor in Building B. The detection and controls will be tested in conjunction with the trip test (see annual fire alarm inspection).

- Building B

2.5.8.5 Annual Fire Hydrant Flow Test

Contractor shall perform the annual flow test of the fire hydrants to ensure proper functioning. Each hydrant will be flowed to allow debris to clear. Contractor will complete these tests campus-wide.

2.5.9 MAINTENANCE REQUESTS:

- 2.5.9.1** Contractor must be equipped and licensed to perform system maintenance on fire alarm systems, monitoring systems, and related equipment.
- 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.

2.5.10 MONITORING SERVICES:

- 2.5.10.1** Contractor must be equipped and licensed to perform regular, continuous fire alarm system monitoring.
- 2.5.10.2** OCFA currently has 49 sites requiring monitoring services with plans to add more sites as systems are upgraded.

2.5.11 REPORTING/RECORD KEEPING:

- 2.5.11.1** Records and a complete database must be maintained by Contractor on testing and inspection schedules, maintenance, inspection reports, findings, and action taken, and supporting documents for each fire alarm system. These records and information must be available for further review upon OCFA request.
- 2.5.11.2** Submit a copy of the PASS/FAIL test results electronically to the OCFA Facilities Manager, David Nickols, within 72 hours after each test is conducted. The PASS/FAIL test results are a summary of the overall results of each test. Submit the final test report demonstrating compliance within 14 calendar days of the date when all tests were passed. The test report must include all the required records of all tests performed, test data, the location being tested, the equipment tested, the company performing the tests, a statement whether the system or component tested meets the required standards, and the name and signature of the person responsible for conducting the tests.
- 2.5.11.3** 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 and cell (714) 380-1176.

2.5.12 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.

2.5.13 PROGRAM SCHEDULE:

2.5.13.1 Contractor must prepare and submit a testing schedule for review and approval within fourteen (14) calendar days after award of contract or as otherwise agreed upon with OCFA Property Management.

2.5.13.2 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.

2.5.13.3 Contractor must prepare and submit a revised schedule within five (5) working days after request.

2.5.13.4 It is preferred that all immediate work, except additions, is performed within sixty (60) calendar days after award of the contract unless otherwise agreed upon between Contractor and OCFA Property Management. 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.

2.5.13.5 Individual tests will be scheduled for any new equipment as they are added.

2.5.13.6 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.

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 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.

SECTION III: GENERAL INSTRUCTIONS TO OFFERORS

3.1 ACCEPTANCE PERIOD

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

3.2 AMENDMENT OF REQUEST FOR PROPOSAL

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

3.3 RESERVATION OF RIGHTS

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

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

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

3.4 AWARD SELECTION PROCESS

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

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

3.5 CAMPAIGN CONTRIBUTIONS DISCLOSURE

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8,

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

3.6 PREVAILING WAGE

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two prevailing wage rates, federal or state, will be enforced. The work is subject to the payment of not less than prevailing wages under Labor Code Section 1770 et seq. Contractor agrees to comply with all related provisions of the Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to payment of prevailing wages, Section 1777.5 relating to employment of apprentices and Section 1811-1813 relating to the payment of overtime. Failure to comply with the proper prevailing wage requirements may result in penalty of up to \$200 per day per worker. Failure to comply with apprenticeship requirements may result in penalty of \$100-\$300 for each calendar day of violation. Failure to pay proper overtime rate may result in a penalty of \$25 per day per worker. Contractors are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the work under the contract which will be awarded to the successful contractor.

This information is available at the Department of Industrial Relations website: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractors are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further information on Compliance Monitoring Unit requirements can be found at: <https://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

3.7 CONTRACTORS LICENSING REQUIREMENTS

Contractor shall possess a valid California **C-16** 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 successful contractor must maintain the license throughout the duration of this contract.

The prime contractor shall possess a valid California Contractor's license required for this project, at the time of submitting the proposal. The contractor shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The OCFA may deem any contractor who fails to possess the required license to be non-responsive.

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all contractors must possess proper licenses for performance of this contract at the time of submission. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the OCFA shall consider any submittal by a contractor not currently licensed in accordance with California law and pursuant to the requirements found in the proposal documents to be nonresponsive, and the OCFA shall reject the proposal. The OCFA shall have the right to request evidence of all valid license(s) currently held by the contractor and each of the subcontractors listed in the proposal before awarding the contract. Contractors shall provide evidence of valid licenses satisfactory to the OCFA within five (5) calendar days. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this contract.

3.8 SB854 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

No contractor or subcontractor may be listed on an offer for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, with limited exceptions from this requirement only under Labor Code Section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work, or engage in the performance of any public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial relations pursuant to Labor Code Section 1725.5. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Listed subcontractors must be registered with the Department of Industrial Relations website. Pursuant to SB854, the DIR registration number of each subcontractor must be identified and failure to identify this number could categorize your proposal as non-responsive. In addition, OCFA reports all public works contracts to the DIR within 5 days of the contract award date.

In accordance with Section 1773.2 of the California Labor Code, the contractor shall post a copy of the determination of prevailing rate of wages at each job site.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

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

3.9 DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the contractor must designate the name and location of each subcontractor who will perform work or render services for the prime contractor in an amount that exceeds one-half of one percent (.05%) of the contractor's total offered amount, as well as the portion of work each such subcontractor will perform at the time the proposal is submitted. Pursuant to Public Contract Code Section 4104, the OCFA has not implemented 3(A) which would allow contractors an additional twenty-four (24) hours (after the deadline for submission of proposals) to submit the information about each subcontractor.

3.10 CANCELLATION OF SOLICITATION

The OCFA may cancel this solicitation at any time.

3.11 CERTIFICATION

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

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

3.12 CONFIDENTIAL INFORMATION

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

3.13 COMPLIANCE WITH LAWS

All proposals shall comply with current federal, state, and other laws relative thereto. In addition, the selected/contracted firm and its representatives are expected to comply with all federal and state employment laws and the Harassment, Discrimination and Retaliation Standard Operating Procedure of the OCFA.

3.14 DEBARMENT / SUSPENSION POLICY

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

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

3.15 DISCUSSIONS

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

3.16 DISQUALIFICATION OF OFFEROR(S)

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

3.17 DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

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

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

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

3.18 EXPERIENCE AND COMPETENCY

The successful Offeror(s) shall be skilled and regularly engaged in the general class or type of work called for under the contract. The successful Offeror(s) shall also have **no less than five (5) years' experience in the magnitude and character of the work proposal**. Each Offeror shall provide information about experience with the proposal. To determine the degree of responsibility to be credited to the Offeror, OCFA will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most responsive and responsible Offeror(s), consideration will be given not only to the financial standing, but also to the general competency of the Offeror for the performance of the work specified in the contract documents.

3.19 FAMILIARIZATION OF SCOPE OF WORK

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

3.20 INDEMNIFICATION

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

3.21 INQUIRIES

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

3.22 LATE PROPOSALS

Late proposals will be rejected and not opened.

3.23 NEGOTIATIONS

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

3.24 OBJECTIONS

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

3.25 OFFER AND ACCEPTANCE PERIOD

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

3.26 PRE-PROPOSAL CONFERENCE

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

3.27 PREPARATION OF PROPOSAL

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

3.28 PROPOSAL OPENING AND RESULTS

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

3.29 PUBLIC RECORD

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

3.30 WHERE TO SUBMIT PROPOSALS

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

3.31 WITHDRAWAL OF PROPOSAL

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

SECTION IV: EVALUATION OF PROPOSALS AND NEGOTIATIONS

4.1 EVALUATION PROCESS

All proposals will be reviewed by an evaluation committee comprised of OCFA staff for compliance with the scope of work. Offerors should respond to all requirements in the order in which they are presented. Proposals which appear to be compliant will be evaluated in accordance with the process outlined in the following sections. Proposals must fully address the evaluation factors, contain references and data to verify qualifications and experience that address the firm's ability to provide services as outlined in the scope of work.

4.2 PHASE ONE EVALUATION CRITERIA: PAPER PROPOSAL

4.2.1 Method of Approach (maximum points 20):

This set of criteria assesses how well the Offeror responds to and demonstrates understanding of the RFP. It assesses how well the service offered meets the required specifications and objectives in the solicitation including the quality and completeness of the proposal.

4.2.2 Statement of Qualifications (maximum points 25):

This criterion evaluates the offeror's history of performance and demonstrated ability to fulfill the requirements outlined in the Scope of Work. Information provided in response to Exhibit G – Qualifications Questionnaire and Exhibit H – Statement of Qualifications will be considered.

4.2.3 Communications / Customer Service (maximum points 30)

This criterion evaluates the proposed level of service that will be provided throughout the term of the contract. Information provided in response to Exhibit F – Communications / Customer Service will be considered.

4.2.4 Pricing (maximum points 25)

This score will be based upon the information provided in response to Exhibit J – Pricing Page. The pricing score for each proposal will be calculated using the following formula:

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

Because this proposal is negotiable, all pricing data will remain confidential until after award is made.

4.3 PHASE TWO EVALUATION CRITERIA: INTERVIEW, REFERENCES, FIELD DEMONSTRATION

OCFA reserves the right to conduct interviews and field demonstrations with some or all of the Offerors during the evaluation process. OCFA may determine that interviews and field demonstrations are not necessary. In the event interviews and field demonstrations are conducted, information provided during the Phase Two process shall be evaluated in accordance with the stated criteria.

OCFA shall not reimburse the Offeror for costs associated with the Phase Two evaluation process. Interviews and field demonstrations will be held at a time and place specified by OCFA. Documentation required to participate in the interview and field demonstrations may include, but not be limited to, evidence of insurance coverage and execution of a "hold harmless" agreement.

The Offeror's key project team members will be invited to attend. The Offeror should be prepared to discuss at the interview specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent factors which distinguish your firm from others. The following criteria and points will be used for the evaluation of Phase Two:

4.3.1 Interview / References (maximum 25 points)

OCFA may determine there is no need to conduct an interview. If held, the interview will allow for a brief presentation by the Offeror and include a Question and Answer portion. The score for the interview may reflect additional information or insight gained into the Offeror's Technical Specifications and Project Approach / Customer Service. References provided in Exhibit I may be contacted to assist in the evaluation process. Information gathered at the interview will be used to determine whether to move the proposal on to the field demonstration phase.

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

4.4 ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS**4.4.1 Shortlist**

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

4.4.2 Additional Investigations

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

4.4.3 Prior Experience

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

4.4.4 Overall Evaluation of the Proposal Response

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

4.4.5 Post-Proposal Discussions with Offerors

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

4.5 NEGOTIATIONS

Because this proposal is negotiable, all pricing data will remain confidential until after award is made. OCFA may request a best and final offer from the top-ranking firms for further evaluation and consideration. The Offeror with the best ranking after negotiations will be recommended for award of the contract.

4.6 NOTICE OF INTENT TO AWARD/EXECUTION OF CONTRACT

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

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

In case of failure of the Offeror(s) to execute and return the MA and all required documents within the time allowed, the OCFA may, at its option, consider that the Offeror(s) has/have abandoned the contract. Following acceptance and approval of the recommendation for award of contract, OCFA shall return one fully executed copy of the MA to Offeror(s).

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 / 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 RO2644 – FIRE ALARM SYSTEM MONITORING, 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: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PRINTED NAME: _____ **TITLE:** _____

**SIGNATURE OF PERSON
AUTHORIZED TO SIGN:** _____ **DATE:** _____

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'S**LICENSE NO:** _____ **CLASS:** _____ **EXPIRATION:** _____**CA DIR REGISTRATION NUMBER:** _____ **EXPIRATION:** _____**CONTRACTOR TELEPHONE:** _____ **CONTRACTOR FAX:** _____**BUSINESS ADDRESS:** _____**LENGTH OF TIME IN BUSINESS:** _____**LENGTH OF TIME AT CURRENT LOCATION:** _____**NUMBER OF EMPLOYEES:** _____ **NUMBER OF CURRENT CLIENTS:** _____

*If the contractor operates as a sole proprietorship:***NAME OF INDIVIDUAL CONTRACTOR:** _____**SIGNATURE OF OWNER:** _____**BUSINESS ADDRESS:** _____

*If the contractor operates under a partnership:***NAME OF FIRM:** _____**PARTNER NAME:** _____ **PARTNER TITLE:** _____**PARTNER ADDRESS:** _____**SIGNATURE OF PARTNER:** _____**PARTNER NAME:** _____ **PARTNER TITLE:** _____**PARTNER ADDRESS:** _____**SIGNATURE OF PARTNER:** _____

If contractor operates under a corporation:

NAME OF CORPORATION: _____

CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA:

_____ **SIGNATURE OF CORPORATION PRESIDENT**

_____ **SIGNATURE OF THE CORPORATION SECRETARY**

_____ **DATE**

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)

EXHIBIT D: IRS FORM W9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes:		
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____		
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.		
<input type="checkbox"/> Other (see instructions) ▶ _____		
5 Address (number, street, and apt. or suite no.)		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.)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	
Social security number <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	or Employer identification number <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ _____
	Date ▶ _____

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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

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

Vince Rossini, Chair City of Villa Park	John R. O'Neill, Vice Chair City of Garden Grove
Ross Chun, Director City of Aliso Viejo	Connor Traut, Director City of Buena Park
Anne Hertz-Mallari, Director City of Cypress	John Gabbard, 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
Troy Bourne, Director City of San Juan Capistrano	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
Eugene Hernandez, 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/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.
 - 1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other 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 FORM

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

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

No ☐ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: _____

Signature of Party and/or Agent

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

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

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 FORM

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number:

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

No ☐ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: _____

Signature of Party and/or Agent

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

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

EXHIBIT F: COMMUNICATIONS / 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 / Customer Service** and should address and identify, at a minimum, the criteria below:

G1.IMPLEMENTATION / DEPLOYMENT

- G1.1** Delivery dates and lead times
- G1.2** Availability and description of End-User training or instructions (if applicable)

G2.ORDERING

- G2.1** Ordering process
- G2.2** Standard timeline for receipt of product/service after placing the order
 - a. Availability of personnel
 - b. Service areas
- G2.3** Pricing / discounts off the manufacturer's list for additional items not specified in the resulting agreement

G3.ONGOING MAINTENANCE

- G3.1** Process for initiating warranty-related services
 - c. Quality assurance process
 - d. Warranty terms
- G3.2** Repair/Replacement Program
 - a. Repair procedures and the process for initiating repair requests
 - b. On-site service response times
 - c. Turnaround time for repairs
 - d. Tracking methods for service completion
- G3.3** Technical Support
 - a. Availability of technical support when troubleshooting issues
 - b. Process for initiating requests
 - c. Method of contact
 - d. Hours of availability

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:
2. Provide the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal.
3. Provide all current and prior DBA's, aliases, and fictitious business names for any principal having an interest in this proposal.
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.
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.
6. Identify the following information about each claim asserted against the Bidder or any principal having an interest in this proposal relating to industrial safety within the past eight (8) years: name of the agency/entity asserting the claim; the date of the claim; the date of the alleged violation giving rise to the claim; the claim number, if any. Attach a copy of the claim.
7. Has the Bidder or any principal having an interest in this proposal been disqualified from bidding on, or from finishing, any other public works project in the past 8 years? If so, for each such disqualification, identify: who was disqualified; which public agency disqualified; the date of the disqualification; the alleged basis for the disqualification;
8. Has the Bidder or any principal having an interest in this proposal: (a) filed (voluntarily or involuntarily) for bankruptcy protection; (b) been sued or arbitrated a dispute; been involved in a contract termination involving a public works project; or (c) failed to complete work required by a construction contract? If so, provide detailed information.
9. Please submit an attachment detailing the following information about all current projects:
 - a) Project Name
 - b) Description of Bidder's Work
 - c) Completion Date
 - d) Project Cost

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 completing projects of a similar size, scope and complexity as the services required in this RFP including 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

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**

EXHIBIT J: PRICING PAGE

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. SCHEDULED INSPECTIONS AND TESTING		
Quantity/Description	Unit Price	Ext. Total
Total cost of monitoring, inspections, and testing for all Stations as identified in Exhibits "M" and "N"	Labor: _____	Monthly Cost: _____
Amount from Exhibit "M": _____	Materials: _____	Annual Cost: _____
Amount from Exhibit "N": _____	Overhead: _____	_____
2. MONTHLY MONITORING SERVICES		
Quantity/Description	Unit Price	Ext. Total
Monthly monitoring of one system with cellular connection	Labor: _____ Materials: _____ Overhead: _____	
3. MONTHLY MONITORING SERVICES		
Quantity/Description	Unit Price	Ext. Total
Monthly monitoring of one system with landline connection	Labor: _____ Materials: _____ Overhead: _____	

4. REPROGRAMMING/STARTUP

Quantity/Description	Unit Price	Ext. Total
Reprogramming/Initial startup to connect one monitored site to Contractor's monitoring system	Labor: _____ Materials: _____ Overhead: _____	

5. REPLACE SPRINKLER HEADS

Quantity/Description	Unit Price	Ext. Total
Replace (10) sprinkler heads. (ceiling height of approx.. 14ft)	Labor: _____ Materials: _____ Overhead: _____	

6. HORN STROBE

Quantity/Description	Unit Price	Ext. Total
Replace one horn strobe	Labor: _____ Materials: _____ Overhead: _____	

7. HEAT DETECTORS

Quantity/Description	Unit Price	Ext. Total
Test and replace two heat detectors. (standard 10ft ceiling height)	Labor: _____ Materials: _____ Overhead: _____	

<i>Attach Additional Sheets if Necessary</i>	Unit Price	Brief Description
Standard Labor Rates (Prevailing Wages)		
- Position 1 (Classification)		
- Position 2 (Classification)		
- Position 3 (Classification)		
- Position 4 (Classification)		
Overtime Labor Rates (Prevailing Wages)		
- Position 1 (Classification)		
- Position 2 (Classification)		
- Position 3 (Classification)		
- Position 4 (Classification)		
Travel/Trip Charge		
Minimum Call-Out		
Markup/Discount of Parts List Pricing		
Materials		
Other		

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 K: SAMPLE MAINTENANCE SERVICES AGREEMENT

**ORANGE COUNTY FIRE AUTHORITY
FIRE ALARM SYSTEM INSPECTION, MAINTENANCE, AND REPAIR AGREEMENT**

THIS AGREEMENT FOR FIRE ALARM SYSTEM INSPECTION, MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this _____ day of November, 2023 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and _____ a California 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 fire alarm system inspection, 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 fire alarm system inspection, maintenance, and repair services dated _____ attached hereto as Exhibit "A".

C. OCFA desires to retain Contractor to provide such fire alarm system inspection, 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 fire alarm system inspection, 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 RO2644, dated _____, 2022 ("RFP"), (2) Contractor's Proposal, dated _____, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Contractor warrants that all landscape 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 One Hundred Thousand (\$100,000) Dollars. The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2.2 Method of Payment.

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

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

2.3 Changes.

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

2.4 Appropriations.

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

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

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

3.4 Term.

Unless earlier terminated in accordance with 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: Steve Lewis, Operations Director

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: JT Lewis Inc. dba National Garage Door
Attention: Steve Lewis
8739 Millergrive Dr Unit C
Santa Fe Springs, CA 90670

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

“CONTRACTOR”

CONTRACTOR NAME

Date: _____

By: _____

Name, Title

Date: _____

By: _____

Name, Title

EXHIBIT “A”

SCOPE OF WORK

EXHIBIT L: FIRE STATION ADDRESS AND EQUIPMENT LIST
(ALSO PROVIDED AS AN EXCEL SHEET)

EXHIBIT L
RO2644 - FIRE ALARM SYSTEM INSPECTION AND MAINTENANCE

Station Number	Fire Station Address	Year Built	Alarm Manufacturer	Model	System Age	Sprinkler	CODE	#MPS	#SD	#DD	#HD	#H/S	#Strobe	#WF	#Tamper
2	LOS ALAMITOS, 3642 Green Ave., Los Alamitos 90720	1972	Radionics	D7212	51	N	N		8		4	5			
4	UNIVERSITY, #2 California Ave., Irvine 92612	1969	Radionics	D7212	54	N	Y	1	24		8	10	7		
5	LAGUNA NIGUEL, 23600 Pacific Island Dr., Laguna Niguel 92677	1993	Simplex	4002	30	Y	N	5	18		19	4	4	1	1
6	IRVINE, 3180 Barranca Pkwy., Irvine 92606	1995	Notifier	Sys 500	28	Y	Y		9			7	5	1	2
7	SAN JUAN CAPISTRANO, 31865 Del Obispo, SJC 92675 (Reserves)	1975	Radionics	D7212	48	N	N	2	13		2	4	4		
8	SKYLINE, 10631 Skyline Dr., Santa Ana 92705	1970	Simplex	4246-1	53	N	N		0		15		1 BELL		
9	SO. MISSION VIEJO, #9 Shops at Mission Viejo, Mission Viejo 92691	1973	Radionics	D7412	50	N	Y	2	18		7	4	11		
14	SILVERADO, P. O. BOX 12, Silverado 92676 (Reserves)	1970	Simplex	4001	53	Y	Y		6			3	2	1	2
15	SILVERADO (USFS), 27172 Silverado Canyon Rd., Silverado 92676	2005	Edwards	io64	18	N	N	1	5					1	2
16	MODJESKA, 28891 Modjeska Canyon Road, Silverado 92676 (Reserves)	1971	Simplex	4246-1	52	N	N	1			6		4 BELLS		
17	TRI-CITIES, 4991 Cerritos Ave., Cypress 90630	2012	Silent Knight	5700	11	N	Y	7	29	7	1	8	1	1	2
19	LAKE FOREST, 23022 El Toro Rd., Lake Forest 92630	2006	Honeywell	SK5208	17	Y	Y	1	9					1	2
20	IRVINE, 450 Corsair, Irvine 92618	2008	Siemens	FC901-U3	15	Y									
21	TUSTIN, 1241 Irvine Blvd., Tustin 92780	1976	Radionics	D7212	47	Y	Y	2	28		14	5	4	1	2
22	LAGUNA HILLS, 24001 Paseo de Valencia, Laguna Hills 92637	1966	Notifier	AFP-400	57	Y	Y	1	18		6	18	25	1	1
26	VALENCIA, 4691 Walnut Ave., Irvine 92604 (Reserves)	1978	Radionics	D7212	45	N	N	2	9		5	6			
27	PORTOLA SPRINGS, 12400 Portola Springs, Irvine 92618	2007	Honeywell	5820XL	16	Y	Y	1	9					1	3
28	IRV. INDUSTRIAL, 17862 Gillette Ave., Irvine 92614	1972	FireLite	Sensiscan 2000	51	Y	Y		9		2	4		1	3
29	DOHENY, 26111 Victoria Blvd., Dana Point 92624	2006	Honeywell	5820XL	17	Y	Y	1	10					1	2
30	NIGUEL, 23831 Stonehill Drive, Dana Point 92629	1977	Edwards	FireShield	46	N	Y	3	18		11	4	2		
31	NO. MISSION VIEJO, 22426 Olympiad Rd., Mission Viejo 92692 (Reserves)	1988	Simplex	4001	35	Y	Y	1	3					1	1
32	EAST YORBA LINDA, 20990 Yorba Linda Blvd., Yorba Linda 92887 (Reserves)	1984	Aames		39	Y	N	1	2				1 BELL	1	0
36	WOODBIDGE, 301 E. Yale Loop, Irvine 92604	1993	Faraday	FireWatch XVI	30	Y	N	1	16		1	1		1	2
37	TUSTIN, 15011 Kensington Park Drive, Tustin 92780	2014	Silent Knight	5808	9	Y		0	32	5	7	18	18	1	3
38	IRVINE, 26 Parker, Irvine 92618	2007	Bosch	D7412GV	16	Y	Y	6	23		10			1	3
39	NO. LAGUNA NIGUEL, 24241 Avila Road, Laguna Niguel 92677	2007	Honeywell	5820XL	16	Y	Y	1	9					1	2
40	COTO DE CAZA, 25082 Vista del Verde, Coto de Caza 92679	1994	Mircom		29	Y									
41	FULLERTON AIRPORT, 3900 West Artesia Ave, Fullerton 92833 (Reserves)	2011	Honeywell	XRFSCS	12	Y	Y	1	1					1	1
42	PORTOLA HILLS, 19150 Ridgeline Road, Lake Forest 92679	1989	Simplex	4001	34	Y	Y	1	2		1			1	1
43	TUSTIN RANCH, 11490 Pioneer Way, Tustin 92782	1994	Notifierr	Sys 500	29				7	4				1	2

EXHIBIT L
RO2644 - FIRE ALARM SYSTEM INSPECTION AND MAINTENANCE

45	SANTA MARGARITA, 30131 Aventura, Rancho Santa Marg. 92688	1987	Simplex	4001	36	Y	Y	1					2 bells	1	
46	STANTON, 7871 Pacific Street, Stanton 90680	2011	Silent Knight	5808	12				14		1			1	3
47	SHADY CANYON, 47 Fossil, Irvine 92603	2005	Honeywell	IFP-100	18	Y	Y	1	17		14			1	2
48	SEAL BEACH 3131 N. Gate Rd, Seal Beach 90740	2009	Bosch	FPD7024	14			1	16	6	1			1	2
49	BEAR BRAND, 31461 St. of Golden Lantern, Laguna Niguel 92677	1989	Radionics	D7212	34	Y	N		20	2			1 BELL	1	1
50	SAN CLEMENTE, 670 Camino de Los Mares, San Clemente 92673	1987	Radionics	D2017	36					2			1 BELL	1	1
51	IRVINE SPECTRUM, 18 Cushing, Irvine 92	2001	Notifier	AFP-200	22	Y	Y	1	14			8	16	1	3
53	YORBA LINDA, 25415 E. La Palma, Yorba Linda 92687	1990	Simplex	4100	33	Y	N	3	7			1	1 BELL	1	3
54	FOOTHILL RANCH, 19811 Pauling Ave, Lake Forest 92610	1992	Radionics	D2071	31	Y			17		3			1	1
55	ORCHARD HILLS, 4955 Portola Parkway, Irvine 92620	2008	Honeywell	MS-9200 UDLS	15	Y		5	28		9			1	2
56	RANCHO MISSION VIEJO, 56 Sendero Way, Rancho Mission Viejo 92694	2015	Silent Knight	5808	8	Y	Y		31	5	7			1	2
57	ALISO VIEJO, 57 Journey, Aliso Viejo 92656	1990	Radionics	D8112	33	Y	N	9	8		4	2		1	1
58	LADERA RANCH, 58 Station Way, Ladera Ranch 92694	2003	Honeywell	MS-9200 UDLS	20	Y	Y	1	61	2	11			1	2
59	SAN CLEMENTE, 48 Avenida La Pata, San Clemente 92673	2006	Silent Knight	5820XL	17	Y	Y	1	9	2				1	2
60	SAN CLEMENTE, 121 Avenida Victoria , San Clemente 92672	2011	Bosch	FPD7024	12	Y	Y	7	12		1			1	2
61	BUENA PARK, 7440 La Palma Ave, Buena Park 90620	2018	Honeywell	5820xl	5										
64	WESTMINSTER #1, 7351 Westminster Blvd., Westminster 92683		Mirtone	7200		N	N		16		6				
65	WESTMINSTER #3, 6061 Hefley St., Westminster 92683		Radionics	D7212		N	N		4		4				
66	WESTMINSTER #2, 15061 Moran St., Westminster 92683		Radionics	2071A		Y	N							1	
67	RANCHO MISSION VIEJO, 31544 Cow Camp Rd., RMV 92694	2022			1										
71	SANTA ANA, 1029 West 17th Street, Santa Ana 92706		Silent Knight	5104		Y		6	17	1	23			1	
79	SANTA ANA, 1320 East Warner, Santa Ana 92705		Simplex	4006		Y			25					1	
86	GARDEN GROVE, 12232 West St., Garden Grove 92840		Mircom	FX-360-126dr		Y									
HQ	RFOTC, 1 Fire Authority Road, Irvine, 92602	2004	Notifier	NFS640	19	Y									
	Building A							27	38	17	4			2	4
	Building B							8	103	2	15			1	7
	Building C							13	87	34	1			2	6
	Building D							4	2					1	2

EXHIBIT M: LIST OF OCFA FIRE STATIONS WITH MONITORING
(ALSO PROVIDED AS AN EXCEL SHEET)

RO2644 - EXHIBIT "M"
OCFA Fire Stations with Monitoring

Station Number	Address	Data Type	Monthly Monitoring Cost	Annual Total
2	3642 Green Ave., Los Alamitos 90720	Landline		
4	#2 California Ave., Irvine 92612	Landline		
5	23600 Pacific Island Dr., Laguna Niguel 92677	Landline		
6	3180 Barranca Pkwy., Irvine 92606	Landline		
7	31865 Del Obispo, SJC 92675 (Reserves)	Landline		
8	10631 Skyline Dr., Santa Ana 92705	Landline		
9	#9 Shops at Mission Viejo, Mission Viejo 92691	Landline		
14	SILVERADO, P. O. BOX 12, Silverado 92676 (Reserves)	Cellular		
15	27172 Silverado Canyon Rd., Silverado 92676	Landline		
16	28891 Modjeska Canyon Road, Silverado 92676 (Reserves)	Cellular		
17	4991 Cerritos Ave., Cypress 90630	Landline		
19	23022 El Toro Rd., Lake Forest 92630	Landline		
20	450 Corsair, Irvine 92618	Cellular		
21	1241 Irvine Blvd., Tustin 92780	Landline		
22	24001 Paseo de Valencia, Laguna Hills 92637	Landline		
26	4691 Walnut Ave., Irvine 92604 (Reserves)	Landline		
27	12400 Portola Springs, Irvine 92618	Landline		
28	17862 Gillette Ave., Irvine 92614	Landline		
29	26111 Victoria Blvd., Dana Point 92624	Landline		
30	23831 Stonehill Drive, Dana Point 92629	Landline		
31	22426 Olympiad Rd., Mission Viejo 92692 (Reserves)	Landline		
32	20990 Yorba Linda Blvd., Yorba Linda 92887 (Reserves)	Cellular		
36	301 E. Yale Loop, Irvine 92604	Landline		
37	15011 Kensington Park Drive, Tustin 92780	Landline		
38	26 Parker, Irvine 92618	Landline		
39	24241 Avila Road, Laguna Niguel 92677	Landline		
40	25082 Vista del Verde, Coto de Caza 92679	Cellular		
41	3900 West Artesia Ave, Fullerton 92833 (Reserves)	Landline		
42	19150 Ridgeline Road, Lake Forest 92679	Landline		
43	11490 Pioneer Way, Tustin 92782	Landline		
46	7871 Pacific Street, Stanton 90680	Landline		
47	47 Fossil, Irvine 92603	Landline		
48	3131 N. Gate Rd, Seal Beach 90740	Landline		
49	31461 St. of Golden Lantern, Laguna Niguel 92677	Landline		
50	670 Camino de Los Mares, San Clemente 92673	Landline		
51	18 Cushing, Irvine 92	Landline		
53	25415 E. La Palma, Yorba Linda 92887	Cellular		
54	19811 Pauling Ave, Lake Forest 92610	Landline		
55	4955 Portola Parkway, Irvine 92620	Landline		
56	56 Sendero Way, Rancho Mission Viejo 92694	Cellular		
57	57 Journey, Aliso Viejo 92656	Landline		
58	58 Station Way, Ladera Ranch 92694	Landline		
59	48 Avenida La Pata, San Clemente 92673	Landline		
60	121 Avenida Victoria , San Clemente 92672	Landline		
61	7440 La Palma Ave, Buena Park 90620	Cellular		

64	7351 Westminster Blvd., Westminster 92683	Landline		
65	6061 Hefley St., Westminster 92683	Landline		
67	31544 Cow Camp Rd, Rancho Mission Viejo 92694	Cellular		
86	12232 West St, Garden Grove 92840	Cellular		
Total Amount			0	0

**EXHIBIT N: LIST OF OCFA FIRE STATIONS INSPECTION AND CERTIFICATION
INFORMATION**

(ALSO PROVIDED AS AN EXCEL SHEET)

EXHIBIT "N" - INSPECTION/ TESTING SHEET
RO2644- Fire Alarm and Sprinkler Inspection and Testing

Inspection and Testing Services

Station Number and Location	Alarm Manufacturer	Model Number	Sprinklers?	Annual Fire Alarm Inspection and Testing	California Title 19 5-Year Sprinkler Certification
Fire Station - 2 LOS ALAMITOS, 3642 Green Ave., Los Alamitos 90720	Radionics	D7212	N		
Fire Station - 4 UNIVERSITY, #2 California Ave., Irvine 92612	Radionics	D7212	N		
Fire Station - 5 LAGUNA NIGUEL, 23600 Pacific Island Dr., Laguna Niguel 92677	Simplex	4002	Y		
Fire Station - 6 IRVINE, 3180 Barranca Pkwy., Irvine 92606	Notifier	Sys 500	Y		
Fire Station - 7 SAN JUAN CAPISTRANO, 31865 Del Obispo, SJC 92675 (Reserves)	Radionics	D7212	N		
Fire Station - 8 SKYLINE, 10631 Skyline Dr., Santa Ana 92705	Simplex	4246-1	N		
Fire Station - 9 SO. MISSION VIEJO, #9 Shops at Mission Viejo, Mission Viejo 92691	Radionics	D7412	N		
Fire Station - 14 SILVERADO, P. O. BOX 12, Silverado 92676 (Reserves)	Simplex	4001	Y		
Fire Station - 15 SILVERADO (USFS), 27172 Silverado Canyon Rd., Silverado 92676	Edwards	io64	N		
Fire Station - 16 MODJESKA, 28891 Modjeska Canyon Road, Silverado 92676 (Reserves)	Simplex	4246-1	N		
Fire Station - 17 TRI-CITIES, 4991 Cerritos Ave., Cypress 90630	Silent Knight	5700	N		
Fire Station - 19 LAKE FOREST, 23022 El Toro Rd., Lake Forest 92630	Honeywell	SK5208	Y		
Fire Station - 20 IRVINE, 450 Corsair, Irvine 92618	Siemens	FC901-U3	Y		
Fire Station - 21 TUSTIN, 1241 Irvine Blvd., Tustin 92780	Radionics	D7212	Y		
Fire Station - 22 LAGUNA HILLS, 24001 Paseo de Valencia, Laguna Hills 92637	Notifier	AFP-400	Y		
Fire Station - 26 VALENCIA, 4691 Walnut Ave., Irvine 92604 (Reserves)	Radionics	D7212	N		
Fire Station - 27 PORTOLA SPRINGS, 12400 Portola Springs, Irvine 92618	Honeywell	5820XL	Y		
Fire Station - 28 IRV. INDUSTRIAL, 17862 Gillette Ave., Irvine 92614	FireLite	Sensiscan 2000	Y		
Fire Station - 29 DOHENY, 26111 Victoria Blvd., Dana Point 92624	Honeywell	5820XL	Y		
Fire Station - 30 NIGUEL, 23831 Stonehill Drive, Dana Point 92629	Edwards	FireShield	N		
Fire Station - 31 NO. MISSION VIEJO, 22426 Olympiad Rd., Mission Viejo 92692 (Reserves)	Simplex	4001	Y		
Fire Station - 32 EAST YORBA LINDA, 20990 Yorba Linda Blvd., Yorba Linda 92887 (Reserves)	Aames		Y		
Fire Station - 36 WOODBRIDGE, 301 E. Yale Loop, Irvine 92604	Faraday	FireWatch XVI	Y		
Fire Station - 37 TUSTIN, 15011 Kensington Park Drive, Tustin 92780	Silent Knight	5808	Y		
Fire Station - 38 IRVINE, 26 Parker, Irvine 92618	Bosch	D7412GV	Y		
Fire Station - 39 NO. LAGUNA NIGUEL, 24241 Avila Road, Laguna Niguel 92677	Honeywell	5820XL	Y		
Fire Station - 40 COTO DE CAZA, 25082 Vista del Verde, Coto de Caza 92679	Mircom		Y		
Fire Station - 41 FULLERTON AIRPORT, 3900 West Artesia Ave, Fullerton 92833 (Reserves)	Honeywell	XRFSCS	Y		
Fire Station - 42 PORTOLA HILLS, 19150 Ridgeline Road, Lake Forest 92679	Simplex	4001	Y		
Fire Station - 43 TUSTIN RANCH, 11490 Pioneer Way, Tustin 92782	Notifier	Sys 500	Y		
Fire Station - 45 SANTA MARGARITA, 30131 Aventura, Rancho Santa Marg. 92688	Simplex	4001	Y		
Fire Station - 46 STANTON, 7871 Pacific Street, Stanton 90680	Silent Knight	5808	Y		
Fire Station - 47 SHADY CANYON, 47 Fossil, Irvine 92603	Honeywell	IFP-100	Y		
Fire Station - 48 SEAL BEACH 3131 N. Gate Rd, Seal Beach 90740	Bosch	FPD7024	Y		
Fire Station - 49 BEAR BRAND, 31461 St. of Golden Lantern, Laguna Niguel 92677	Radionics	D7212	Y		
Fire Station - 50 SAN CLEMENTE, 670 Camino de Los Mares, San Clemente 92673	Radionics	D2017	Y		
Fire Station - 51 IRVINE SPECTRUM, 18 Cushing, Irvine 92	Notifier	AFP-200	Y		
Fire Station - 53 YORBA LINDA, 25415 E. La Palma, Yorba Linda 92887	Simplex	4100	Y		
Fire Station - 54 FOOTHILL RANCH, 19811 Pauling Ave, Lake Forest 92610	Radionics	D2071	Y		
Fire Station - 55 ORCHARD HILLS, 4955 Portola Parkway, Irvine 92620	Honeywell	MS-9200 UDLS	Y		
Fire Station - 56 RANCHO MISSION VIEJO, 56 Sendero Way, Rancho Mission Viejo 92694	Silent Knight	5808	Y		
Fire Station - 57 ALISO VIEJO, 57 Journey, Aliso Viejo 92656	Radionics	D8112	Y		
Fire Station - 58 LADERA RANCH, 58 Station Way, Ladera Ranch 92694	Honeywell	MS-9200 UDLS	Y		
Fire Station - 59 SAN CLEMENTE, 48 Avenida La Pata, San Clemente 92673	Silent Knight	5820XL	Y		
Fire Station - 60 SAN CLEMENTE, 121 Avenida Victoria, San Clemente 92672	Bosch	FPD7024	Y		
Fire Station - 61 BUENA PARK, 7440 La Palma Ave, Buena Park 90620	Honeywell	5820xl	Y		

EXHIBIT "N" - INSPECTION/ TESTING SHEET
RO2644- Fire Alarm and Sprinkler Inspection and Testing

Fire Station - 64 WESTMINSTER #1, 7351 Westminster Blvd., Westminster 92683	Mirtone	7200	N		
Fire Station - 65 WESTMINSTER #3, 6061 Hefley St., Westminster 92683	Radionics	D7212	N		
Fire Station - 66 WESTMINSTER #2, 15061 Moran St., Westminster 92683	Radionics	2071A	Y		
Fire Station - 67 RANCHO MISSION VIEJO, 31544 Cow Camp Rd., RMV 92694			Y		
Fire Station - 71 SANTA ANA, 1029 West 17th Street, Santa Ana 92706	Silent Knight	5104	Y		
Fire Station - 79 SANTA ANA, 1320 East Warner, Santa Ana 92705	Simplex	4006	Y		
Fire Station - 86 GARDEN GROVE, 12232 West St., Garden Grove 92840	Mircom	FX-350-126dr	Y		
RFOTC - Bldg A,1 Fire Authority Road, Irvine, 92602	Notifier	NFS640	Y		
RFOTC - Bldg B,1 Fire Authority Road, Irvine, 92602 (With Annual Deluge System)	Notifier	NFS640	Y		
RFOTC - Bldg C,1 Fire Authority Road, Irvine, 92602	Notifier	NFS640	Y		
RFOTC - Bldg D,1 Fire Authority Road, Irvine, 92602	Notifier	NFS640	Y		
RFOTC - Bldg F,1 Fire Authority Road, Irvine, 92602 (Fire Pump Annual Only)	Notifier	NFS640	Y		
RFOTC - Campus-Wide,1 Fire Authority Road, Irvine, 92602 (Fire Hydrants Annual Only)	Notifier	NFS640	Y		
TOTAL ANNUAL TESTING COST (Please enter this amount in Line 1 of Exhibit J)					\$

**ORANGE COUNTY FIRE AUTHORITY
FIRE ALARM SYSTEM MONITORING, MAINTENANCE, AND REPAIR AGREEMENT**

THIS AGREEMENT FOR FIRE ALARM SYSTEM MONITORING, MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this _____ day of January, 2024 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and HC Integrated Systems Inc., a California 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 fire alarm system monitoring, 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 fire alarm system monitoring, maintenance, and repair services dated November 8, 2023 attached hereto as Exhibit "A" and is incorporated herein by this reference ("Proposal"); and

C. OCFA desires to retain Contractor to provide such fire alarm system monitoring, 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 fire alarm system monitoring, 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 RO2644, dated October 6, 2023 ("RFP"), (2) Contractor's Proposal, as modified by Contractor's Best and Final Offer dated December 8, 2023, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Contractor warrants that all fire alarm 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 Contractor'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: Karen Lara

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 an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

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

DC If Scheduled Endorsements are required or a different version of Additional Insured form, an additional premium may apply

(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

DC 10 Day Notice of cancellation applies in the event of cancellation

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.

OC If Scheduled Endorsements are required or a different version of Additional Insured form, an additional premium may apply

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
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To Contractor:	HC Integrated Systems, Inc. Attention: Karen Lara 1354 S. Parkside Pl Ontario, CA 91761
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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

“CONTRACTOR”


CONTRACTOR NAME

Date: 01/05/2024

By:  _____

Carla Robles, Controller

Date: 01/04/2024

By:  _____

Dario Canizalez, CFO

EXHIBIT "A"



HCI Systems Inc.

1354 S. Parkside Place, Ontario, CA 91761
Tel: (909) 628-7773 | Fax: (909) 628-7774
State Contractors License C-7, C-10, C-16 #905493

Date: November 8, 2023

To: Mr. Rothchild Ong, Assistant Purchasing Agent

From: Karen L. Lara, Account Manager
1354 S Parkside Place
Ontario, CA 91761
(909) 224-4011
klara@hcisystems.net

Reference: RFP No. RO2644– Fire Alarm System Services

EXHIBIT A- LETTER OF TRANSMITTAL

Introduction

HCI Systems, Inc. (HCI) is a trusted leader in fire life safety industry, committed to ensuring the safety and security of our clients and their properties. With a proven track record of delivering high-quality fire protection solutions, our team is dedicated to safeguarding lives and property through a comprehensive range of services. We are excited to submit our qualifications for your consideration in response to your Request for Proposal.

Scope of Work

HCI is providing this proposal with the understanding of the objectives outlined by OCFA in this RFP. HCI is committed to providing the maintenance and services for the OCFA portfolio in accordance with the terms and conditions of the RFP.

Qualifications

HCI is a Licensed C-16, C-10 and C-7 contractor specializing in fire life safety, low voltage, fire suppression and fire sprinkler (wet) systems. We are also a UL Listed Company. HCI opened their doors 15 years ago and have 20 plus years of experience in the fire life safety industry providing all aspects including; inspections, monitoring, maintenance, engineering, installation, tenant improvements, and service/repair.

Contractors State License #: 905493
Classification: C-7, C-10 & C-16
Expiration: 02/29/2024 – Renewed Contractors License will be provided to OCFA beginning of February.

Registered with DIR Public Works: PW-LR-1000000046
Expiration: 06/30/2025

HCI subcontracts all monitoring services to our sister company, Advanced Monitoring Inc. (AMI). AMI has all the required qualifications to perform services for this RFP.

Contractors State License #: 1035016
Classification: C-7, C-10
Expiration: 01/31/2024 – Renewed Contractors License will be provided to OCFA beginning of January.

Registered with DIR Public Works: PW-LR-1001116636
Expiration: 06/30/2026



HCI Systems Inc.

1354 S. Parkside Place, Ontario, CA 91761
Tel: (909) 628-7773 | Fax: (909) 628-7774
State Contractors License C-7, C-10, C-16 #905493

******* Copies of contractors licences and DIR registrations are included below**

Additional Information

Please see attached detailed formal proposal with information for inspection/monitoring details covered under this RFP. A formal proposal has been provided as well as the information provided within Exhibit J Pricing Page. Pricing and proposal is valid for one-hundred eight days from November 8th, 2023.

Printed Name: Dario Canizalez

Title: CFO

Signature of Authorized Signer:  Date: 11/3/2023



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **905493**

Entity CORP

Business Name H C I SYSTEMS INC

Classification(s) C10 C-7 C16

Expiration Date 02/29/2024

www.cslb.ca.gov





Contractor Information	Registration History
Legal Entity Name HCI SYSTEMS, INC.	Effective Date Expiration Date
Legal Entity Type Corporation	06/26/18 06/30/19
Status Active	05/15/17 06/30/18
Registration Number 1000000046	06/08/16 06/30/17
Registration effective date 07/01/22	06/23/15 06/30/16
Registration expiration date 06/30/25	07/01/14 06/30/15
Mailing Address 1354 S. PARKSIDE PLACE ONTARIO 91761 CA United States of America	07/01/19 06/30/22
Physical Address 1354 S. PARKSIDE PLACE ONTARIO 91761 CA United States of America	07/01/22 06/30/25
Email Address acct10@hcisystems.net	
Trade Name/DBA LOW VOLTAGE	
License Number (s) CSLB:905493 CSLB:905493	

Legal Entity Information	
Corporation Entity Number:	3072097
Federal Employment Identification Number:	261656639
President Name:	Hany Dimity
Vice President Name:	
Treasurer Name:	
Secretary Name:	
CEO Name:	
<u>Agency for Service:</u>	
Agent of Service Name:	Hany Dimity
Agent of Service Mailing Address:	1354 S. Parkside Place Ontario 91761 CA United States of America

Worker's Compensation		
Do you lease employees through Professional Employer Organization (PEO)?:	No	
Please provide your current worker's compensation insurance information below:		
PEO	PEO	PEO
PEO InformationName	Phone	Email
Insured by Carrier		
Policy Holder Name:	HCI SYSTEMS, INC.	
Insurance Carrier:	FEDERAL INSURANCE COMPANY	
Policy Number:	54309498	
Inception date:	03/02/22	
Expiration Date:	03/02/23	

Contractor Information	Registration History	
Legal Entity Name Advanced Monitoring, Inc.	Effective Date	Expiration Date
Legal Entity Type Corporation	10/30/2023	6/30/2026
Status Active		
Registration Number PW-LR-1001116636		
Registration effective date 10/30/2023		
Registration expiration date 6/30/2026		
Mailing Address 1354 S. Parkside Place Ontario 91761 CA United...		
Physical Address 1354 S. Parkside Place Ontario 91761 CA United...		
Email Address		
Trade Name/DBA		
License Number(s) CSLB:1035016 CSLB:1035016		

Legal Entity Information
Corporation Number:
Federal Employment Identification Number:
President Name: Hany Dimitry
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:
Agent of Service Name: Hany Dimitry
Agent of Service Mailing Address: 1354 S. Parkside Place Ontario 91761 CA United States of America

Workers Compensation
Do you lease employees No
through Professional Employer Organization (PEO)?:

Please provide your
current workers
compensation insurance
information below:

	PEO	PEO	PEO
PEO InformationName	Phone		Email

Insured by Carrier

Policy Holder Name:Advanced Monitoring, Inc.**Insurance Carrier:**
Federal Insurance Company**Policy Number:**54309498**Inception date:**3/22/2023
Expiration Date:3/2/2024

Orange County Fire Authority

RFP No. **RO2644****EXHIBIT B: CERTIFICATION OF PROPOSAL**

In responding to **RFP RO2644 – FIRE ALARM SYSTEM MONITORING, 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: HCI Systems, Inc.ADDRESS: 1354 S Parkside PlaceCITY: Ontario STATE: CA ZIP CODE: 91761PRINTED NAME: Dario Canizalez TITLE: CFOSIGNATURE OF PERSON
AUTHORIZED TO SIGN:DATE: 11/1/2023

Orange County Fire Authority

RFP No. **RO2644****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'S
LICENSE NO: 905493 **CLASS:** C10,C7,C16 **EXPIRATION:** 02/29/2024
CA DIR REGISTRATION NUMBER: PW-LR-1000000046 **EXPIRATION:** 06-30-2025
CONTRACTOR TELEPHONE: (909) 628-7773 **CONTRACTOR FAX:** (909) 628-7774
BUSINESS ADDRESS: 1354 S Parkside Place, Ontario CA 91710
LENGTH OF TIME IN BUSINESS: 15 years
LENGTH OF TIME AT CURRENT LOCATION: 15 years
NUMBER OF EMPLOYEES: 685 **NUMBER OF CURRENT CLIENTS:** 2,755

If the contractor operates as a sole proprietorship:
NAME OF INDIVIDUAL CONTRACTOR: _____

SIGNATURE OF OWNER: _____

BUSINESS ADDRESS: _____

If the contractor operates under a partnership:
NAME OF FIRM: _____

PARTNER NAME: _____ **PARTNER TITLE:** _____

PARTNER ADDRESS: _____

SIGNATURE OF PARTNER: _____

PARTNER NAME: _____ **PARTNER TITLE:** _____

PARTNER ADDRESS: _____

SIGNATURE OF PARTNER: _____

Orange County Fire Authority

RFP No. R02644

*If contractor operates under a corporation:***NAME OF CORPORATION:** HCI Systems, Inc.**CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA:**Drew Turnes**SIGNATURE OF CORPORATION PRESIDENT**Carla Robles**SIGNATURE OF THE CORPORATION SECRETARY****DATE**11/2/2023***Management person responsible for direct contact with OCFA:*****NAME:** Karen Lara**TITLE:** Account Manager**TELEPHONE:** 909-628-7773**E-MAIL:** klara@hcisystems.net***Person responsible for the day-to-day servicing of the account/project.*****NAME:** Marina Dimitry**TITLE:** Corporate Trainer**TELEPHONE:** 909-628-7773**E-MAIL:** mdimitry@hcisystems.net**SUBSCRIBED AND SWORN TO BEFORE ME****THIS** _____ **DAY OF** _____ **20** _____**BY**Dario Canizalez**(Print Name)****(Signature of Notary Public)****(Signature)****(Attach Jurat)****TITLE**CFO**(SEAL)****(SEAL)**

JURAT

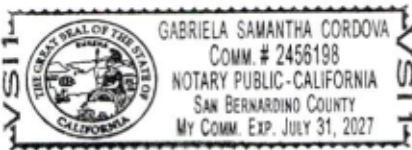
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino } SS.

Subscribed and sworn to (or affirmed) before me on this 6 day of November, 2023, by

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



[Signature]

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER _____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Exhibit C - Offeror Info
 TITLE OR TYPE OF DOCUMENT

2
 NUMBER OF PAGES

11/6/2023
 DATE OF DOCUMENT

OTHER

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
 THUMBPRINT
 OF
 SIGNER

Top of thumbprint here

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. HCI SYSTEMS, INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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. 1354 S PARKSIDE PLACE	Requester's name and address (optional)
6 City, state, and ZIP code ONTARIO CA 91761	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	
26	1656639

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

01/16/2023

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.

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ADVANCED MONITORING, INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ 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. <input type="checkbox"/> 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. 1354 S PARKSIDE PLACE	Requester's name and address (optional)
6 City, state, and ZIP code ONTARIO CA 91761	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	
8 2	3 1 9 6 2 5 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
Here

Signature of
U.S. person ►

Date ► 01/16/2023

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)

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 - 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.

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

Vince Rossini, Chair City of Villa Park	John R. O'Neill, Vice Chair City of Garden Grove
Ross Chun, Director City of Aliso Viejo	Connor Traut, Director City of Buena Park
Anne Hertz-Mallari, Director City of Cypress	John Gabbard, 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
Troy Bourne, Director City of San Juan Capistrano	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
Eugene Hernandez, 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/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.
 1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other 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.

Orange County Fire Authority

RFP No. **RO2644****PARTY DISCLOSURE FORM**Party's Name: Dario CanizalezParty's Address: 1354 S Parkside Pl
Ontario CA 91761Party's Telephone: 909-628-7773

Solicitation Title and Number: _____

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

Date: 11/1/2023Signature of Party and/or Agent

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

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

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

Orange County Fire Authority

RFP No. **RO2644****PARTICIPANT (AGENT) DISCLOSURE FORM**Prime's Firm Name: HCI Systems INCParty's Name: Dario CanizalezParty's Address: 1354 S Parkside Pl, Ontario CA 91761Party's Telephone: 909-628-7773

Solicitation Title and Number:

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

No ☒ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.Date: 11/1/2023
Signature of Party and/or Agent***To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.***

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

**HCI Systems Inc.**

1354 S. Parkside Place, Ontario, CA 91761
 Tel: (909) 628-7773 | Fax: (909) 628-7774
 State Contractors License C-7, C-10, C-16 #905493

EXHIBIT F: COMMUNICATIONS / CUSTOMER SERVICE**G1. Implementation / Deployment****G1.1- Delivery Dates & Lead Times**

- HCI utilizes an in-house software which automatically generates inspection frequency notifications to the testing admin to ensure inspections are being scheduled and completed within the required month.

G1.2- Availability of End-User Training/Instructions

- HCI technicians are available to provide end-user training during scheduled inspections if requested and/or at the completion of a service request.

G2. Ordering**G2.1- Ordering Process**

- HCI has a designated purchasing department for service and construction projects that works closely with our service department and account managers to ensure materials are ordered in a timely manner.

G2.2- Standard Timeline for Receipt of Product/Service After Placing Order

- Standard fire alarm products are typically in stock with manufacturers and available within 1-2 weeks. Any products with a longer lead time will be communicated directly with the customer and account manager.
- Once the service team is notified of an ETA for the materials ordered, they will contact the customer directly to schedule the required work.
- Technicians are available to provide service in all areas. Technicians are geographically located throughout all cities to allow for a wide range of coverage throughout the service areas.

G2.3 – Pricing Discounts Off The Manufacturer's Lists

- HCI partners with several manufacturers and distributors, which allows HCI to purchase materials at a discounted rate which is then passed on to the end user.

G3. Ongoing Maintenance**G3.1- Process For Initiating Warranty-Related Services**

- HCI provides a one-year warranty on all materials.
- Our in-house software system is utilized for all repairs which allows for quick access to previous service history and allows for tracking of warranty periods.

G3.2 – Repair/Replacement Program

- Designated Account Managers for the portfolio will provide repair proposals upon receipt of inspection reports.
- Emergency service call requests requiring proposals will be provided by the Account Managers.
- Upon receipt of approvals for repairs, material requests will be generated if required, and scheduling of repairs will be initiated by our designated service department.
- Repair/Inspection technicians are equipped with handheld devices that are linked with our in-house software to allow for immediate documentation and close-out upon completion of service in real time.
- Technicians can document any additional service and/or recommendation for the site as well, which allows for immediate follow up for Account Manager.

G3.3 – Technical Support

- All technicians are provided tools and training on a wide range of fire life safety products which include 24/7 technical support. This allows technicians to call in for technical support at any time of the day to minimize delays on resolving technical issues.
- End users are also provided HCI's 24/7 emergency hotline to initiate service requests. The on-call service technician is notified of the request and makes direct contact with the customer to assist and/or dispatch for any service related requests.



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-
- There is a backup system in place if the designated on-call technician cannot be reached in 2 5-minute calls, the backup technician will be contacted to respond.



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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:

Hany Dimitry CEO/Owner 909-628-7773 1354 S Parkside Pl, Ontario CA 91761
Curtis Vance VP/Owner 909-628-7773 1354 S Parkside Pl, Ontario CA 91761
Dario Canizalez CFO 909-628-7773 1354 S Parkside Pl, Ontario CA 91761
Drew Turner President 909-628-7773 1354 S Parkside Pl, Ontario CA 91761
Marina Dimitry Corporate Trainer 909-628-7773 1354 S Parkside Pl, Ontario CA 91761

2. Provide the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal.

None

3. Provide all current and prior DBA's, aliases, and fictitious business names for any principal having an interest in this proposal.

None

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.

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.

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.



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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;

No

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.

No

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



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9-48000 // ANAHUNIO Anaheim Unified School SD

Anaheim UHSD CCTV
\$1,691,599
Completed April 2022
Brad Minami 714-999-3602

CONT02458 // Roseville City School District

Fire / Life Safety Inspection Agreement
\$ 32,787
Completed June 2023
Vickie Mailey scalhoun@rcsdk8.org

CONT00611 // DMS Facility Services

Testing Agreement
\$ 25,500
Completed June 2023
Kat Tousignant AP_Rece.f9htkmf4pb6y9s9z@u.box.com 949-975-1366

0-10555PW // UCLA Wilshire Glendon P1 Bldg

Fire Alarm
\$ 36,800
Completed 2020
Steve Light 818-249-1324 slight@interscapeconstruction.com

0-41012PW // Pleasant Valley State Prison

Nurse Call
\$ 82,281
Completed 2023
Jason Barnes Jason.Barnes2@cdcr.ca.gov 916-255-5717

1-03563PW7 // LYNX VA Long Beach SOV

Access Control / Intrusion
\$ 850,587
Edward Hunt 818-891-7711 Edwards.hunt1@va.gov

9-15407SP// AVALBAY Avalon Bay Communities

Avalon Brea Place
\$3,032,792
Completed June 2022
Kelly Maldonado Kelly_Maldonado@avalonbay.com

9-15393SP // CBGBUILD CBG Building Company LLC

Ophelia Apartments
\$1,506,864



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Started May 2019 Completed April 2021
Sean Kelly 415-572-3276

8-56012SP // GREYSTLP Greystar LP
The Reserve
\$2,699,785
Completed May 2021
Raymond Sin 650-703-7858

**HCI Systems Inc.**

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 State Contractors License C-7, C-10, C-16 #905493

EXHIBIT H: STATEMENT OF QUALIFICATIONS**H1: Experience & Expertise With Similar Size, Scope, & Complexity**

- HCI has been a leader in the fire life safety industry with over 20 years of experience providing all aspects including; inspections, maintenance, monitoring, and service/repair.
- Our team includes a dedicated group of certified professionals with extensive knowledge of industry standards, regulations, and best practices.
- HCI places a strong emphasis on safety, ensuring the protection of both people and property.
- Our team values open communication, transparency, and collaboration with the end user to achieve successful project outcomes.
- We have a strong track record of successfully providing services of a similar size, scope, and complexity as the services required in the RFP over the last 15 years. HCI has been continuously providing these services to numerous relevant sectors such as college campuses, cities, counties, school districts, institutional facilities, and large property management companies that closely match the requirements outlined in the RFP.

H2: Experience with Local Governments

- HCI has extensive experience with working with local governments including listed agencies below. This includes extensive fire life safety testing, maintenance, and construction.

H3: Equipment Malfunction Experience & Problem-Solving Expertise

- We understand that equipment malfunctions and failures can pose a significant challenge in the fire life safety industry. HCI has encountered and effectively resolved various equipment-related issues in our past projects.
- Our team has hands-on experience dealing with equipment malfunctions, such as fire alarm systems, sprinkler systems, and other safety equipment.
- When faced with equipment malfunctions, we have demonstrated exceptional problem-solving skills. This starts with open communication between our field technicians, our customer, and account managers immediately to move towards a resolution. Our experienced technicians and engineers quickly diagnose issues and implement effective solutions to ensure the continued safety of our clients.
- We maintain a detailed maintenance and service protocol to prevent equipment failures and minimize downtime.

H4: List of Agencies/Customers

- HCI currently serves a diverse client base, including but not limited to:
 - OCFA – Continuously from 2020-2023
 - City of San Diego
 - City of Arcadia
 - City of Fullerton
 - City of Huntington Beach
 - San Bernardino County Sheriff's Department
 - VA Long Beach
 - Cal State University of Dominguez Hills
 - The Irvine Company



HCI Systems Inc.

1354 S. Parkside Place, Ontario, CA 91761
Tel: (909) 628-7773 | Fax: (909) 628-7774
State Contractors License C-7, C-10, C-16 #905493

References EXHIBIT I

HCI currently provides services similar to those requested in the RFP to the following local agencies:

1. **San Bernardino County Sheriff's Department**
Fire Life Safety Inspections, Service/Repairs
2013-Current
All sites
Kenny Hansen, Facilities Operations Supervisor
(909) 387-0374
khansen@sbcasd.org

2. **City of San Diego**
Fire Life Safety Inspections, Service/Repairs
2019-Current
All sites
Kenneth Le, QSP, CESSWI
Project Officer I
Department of General Services – Facilities Services Division
Office: (619) 527-8095
Mobile: (714) 204-6464
kple@saniego.gov

3. **City of Arcadia**
Fire Life Safety Inspections, Service/Repairs
2016- Current
All sites
Carlos Aguilar
General Services Superintendent
(626) 254-2710
caquilar@ArcadiaCA.gov

4. **VA Long Beach**
Fire Life Safety Inspections, Service/Repairs
2013-Current
Anthony Medrano
562-519-5882
Anthony.medrano2@va.gov

5. **Cal State University of Dominguez Hills**
Fire Life Safety Inspections, Service/Repairs
2013-Current
Richard Tetrick
310-261-1908
rtetrick@csudh.edu

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2024 FIRE LIFE SAFETY TEST & INSPECT AGREEMENT

Date: November 3, 2023

Job Site: OCFA
 (see sites below)

To: Mr. Rothchild Ong
 Assistant Purchasing Agent
 Orange County Fire Authority
 1 Fire Authority Rd.
 Irvine, CA. 92602

Phone: 714.573.6642

From: HCI Systems Inc.
 Karen L. Lara, Account Manager
 Cell: (909) 224-4011
 klara@hcisystems.net

Email: rothchildong@ocfa.org

Scope of Work:

HCI Systems Inc. is pleased to present this proposal to perform the Fire/Life Safety and Fire Sprinkler Inspections on the system located at the above referenced address. The scope of work and details of the inspections to be completed as follows:

Annual Fire Alarm Test

HCI will perform the inspection on the Fire Alarm System, audio/visuals, magnetic door holds, auxiliary functions (HVAC shutdown, elevator recall, etc.), and central station monitoring. HCI will test all waterflow and tamper switches during this inspection. HCI will test and inspect all fire alarm related devices and functions, per NFPA 72.

Quarterly & Annual Fire Sprinkler System Inspection

HCI will perform one (1) Annual Sprinkler Inspection to include the visual inspection of the sprinkler heads (in all areas accessible during the inspection) and the required main drain per NFPA 25, 2011 edition (2013 California edition).

Annual Fire Hydrant Flow Test

HCI will perform the required annual flow test of the onsite fire hydrants as required per NFPA 25 (Section 7.2.2.5). HCI will attempt to locate road box to access the fire hydrant shut off valve. Hydrant will be opened fully and water flowed until all foreign material has cleared.

Annual Fire Pump Inspection

HCI will perform the annual fire pump inspection on one (1) fire pump. NFPA 25 requires that an annual flow test of the pump assembly be performed to determine its ability to continue to attain satisfactory performance at shutoff, rated flow, and peak loads. Annual flow tests allow for year-by-year comparisons of pump performance.

Annual Preaction/Deluge Inspection

HCI will perform the annual Preaction system inspection and trip test, per NFPA 25.

Following each inspection noted above will be a detailed report. Any deficiencies noted will be quoted on a separate proposal.

**HCI Systems Inc.**

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 State Contractors License C-7, C-10, C-16 #905493

Annual Cost Summary

Please Issue Contracts and Purchase Orders To:

HCI Systems Inc.
State Contractors License. C-10, C-16 #905493
1354 South Parkside Place, Ontario, CA 91761

The original term of this Agreement is 12 months, starting the month during which services commence. This proposal is valid for 180 days.

SITE	ANNUAL FIRE ALARM	ANNUAL SPRINKLER	OTHER INSPECTION
Station #2	\$375.00		
Station #4	\$520.00		
Station #5	\$635.00	\$200.00	
Station #6	\$375.00	\$145.00	
Station #7	\$410.00		
Station #8	\$375.00		
Station #9	\$520.00		
Station #14	\$375.00	\$145.00	
Station #15	\$520.00		
Station #16	\$375.00		
Station #17	\$835.00		
Station #19	\$375.00	\$145.00	
Station #20	\$635.00	\$200.00	
Station #21	\$500.00	\$125.00	
Station #22	\$500.00	\$125.00	
Station #26	\$410.00		
Station #27	\$410.00	\$110.00	
Station #28	\$410.00	\$110.00	
Station #29	\$410.00	\$110.00	
Station #30	\$520.00		
Station #31	\$410.00	\$110.00	
Station #32	\$410.00	\$110.00	
Station #36	\$410.00	\$110.00	
Station #37	\$635.00	\$200.00	
Station #38	\$635.00	\$200.00	
Station #39	\$410.00	\$110.00	
Station #40	\$635.00	\$200.00	
Station #41	\$410.00	\$110.00	
Station #42	\$410.00	\$110.00	
Station #43	\$410.00	\$110.00	
Station #45	\$410.00	\$110.00	
Station #46	\$410.00	\$110.00	
Station #47	\$500.00	\$135.00	

**HCI Systems Inc.**

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Station #48	\$500.00	\$135.00	
Station #49	\$410.00	\$110.00	
Station #50	\$410.00	\$110.00	
Station #51	\$410.00	\$110.00	
Station #53	\$410.00	\$110.00	
Station #54	\$410.00	\$110.00	
Station #55	\$635.00	\$200.00	
Station #56	\$635.00	\$200.00	
Station #57	\$500.00	\$135.00	
Station #58	\$635.00	\$200.00	
Station #59	\$410.00	\$110.00	
Station #60	\$410.00	\$110.00	
Station #61	\$635.00	\$200.00	
Station #64	\$410.00		
Station #65	\$410.00		
Station #66	\$300.00	\$110.00	
Station #71	\$635.00	\$200.00	
Station #79	\$410.00	\$110.00	
Station #86	\$635.00	\$200.00	
RFOTC - Bldg A	\$1,100.00	\$540.00	
RFOTC - Bldg B	\$2,020.00		\$2,280.00 (Annual Deluge)
RFOTC - Bldg C	\$1,270.00	\$750.00	
RFOTC - Bldg D		\$485.00	
RFOTC - Bldg F			\$960 (Annual Fire Pump)
RFOTC- Campus Wide			\$400.00 (Annual Fire Hydrant)

Special Instructions and Exclusions

- Testing to be performed during regular HCI business hours.
- Parking to be provided by the facility or a change order will be required.
- Engineering to assist with auxiliary function testing and resetting of equipment (elevators, HVAC/mechanical equipment, etc.).
- Notifying inhabitants of the subject building(s) about the time and duration of testing is excluded and is the responsibility of others.
- Control of Electric power in the subject building during the testing is excluded and is the responsibility of others.
- Access to all areas is to be provided by the facilities engineering staff.
- Billing will take place upon completion of the test/inspection.
- Inspection reports will be provided following each inspection. Quote to repair any deficiencies noted will be made in a separate proposal and submitted for approval.
- This proposal excludes semi-annual visual inspections of all fire alarm control and/or peripheral equipment.
- This proposal excludes sensitivity testing.

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- This proposal excludes any and all fees related to re-test, AHJ permits, and background checks.
- This proposal excludes annual backflow preventor forward flow test. If required by AHJ, a separate proposal will be provided.
- A facility representative must be present with HCI technicians when entering a residential space, for the purpose of fire/life safety testing only. No other in-house maintenance is to be performed during this period.
- Any lack of access or delays to HCI is subject to a change order.
- This proposal is based on current codes, as of the date listed on this proposal. Any code change that increases the frequency of items to be tested will be subject to a change order.
- Devices provided to HCI via a previous test report or point list is what this quote is based on. Additional devices found will be subject to a change order.
- If facility preforms a remodel and additional devices are added, a new proposal will need to be generated.
- **This price includes work requiring a 6' ladder or less. Lifts or ladders above 6' to be provided by the building.** Lift rental is excluded, unless otherwise listed above in the pricing.
- Unless expressly stated otherwise under the Scope of Work, the price quoted **INCLUDES** any prevailing wage, special wage, and/or certified payroll.
- Pricing is based on all testing being performed on same day(s). If a return trip is required due to the customer, standard HCI labor rates will apply. 72 hours (3 business days) is required to cancel a scheduled test, or a 20% rescheduling fee will be applied.
- This proposal is valid for 180 days.

Service Labor Rates

HCI publishes an official Service Labor Rate Schedule at least once per year and they are subject to change. The published rate schedule includes current standard labor rates. Service calls will be charged at the current published rate made available at time of service.

Thank you for the opportunity to review your needs and offer this proposal. Please feel free to contact me if you have any questions or concerns at (909) 224-4011.

Sincerely,
Karen L. Lara



HCI Systems Inc.

1354 S. Parkside Place, Ontario, CA 91761
Tel: (909) 628-7773 | Fax: (909) 628-7774
State Contractors License C-7, C-10, C-16 #905493

Authorization to Proceed

If you would like us to proceed with the work included in this proposal, please sign below and return to HCI. Proposal is accepted in accordance with the attached Terms & Conditions.

ELECTRONIC SIGNATURE: In accordance with California Civil Code § 1633.1 et seq., an Electronic Signature (as defined below) affixed to this Agreement shall be as valid as an original signature and shall be effective to bind signatory to this Agreement. The term "Electronic Signature" shall mean (i) a manually produced original signature that is affixed to this Agreement via electronic means, or (ii) a signature that is generated and affixed to this Agreement via an electronic program (e.g., DocuSign or Adobe Acrobat signature function).

Company

Proposal Approved By (Signature)

Date

Printed Name

PO# (if required)

Title



HCI Systems Inc.

1354 S. Parkside Place, Ontario, CA 91761
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 State Contractors License C-7, C-10, C-16 #905493

Terms & Conditions

1. The term will automatically renew itself for an additional 12 months from the last day of the original term or any renewal term unless either you or we give the other at least 30 days prior written notice of its intention to cancel the Agreement at the end of the original term or at the end of the applicable renewal term.
2. Customer agrees:
 - To provide free access to all areas of the facility covered by the fire alarm system. Where necessary, the customer will provide a person familiar with the facility who can gain access to all areas;
 - To provide the necessary equipment or lifts to reach inaccessible equipment and peripherals;
 - To supply suitable electrical service, and;
 - That in the event of any emergency or system failure, reasonable safety precautions will be taken to protect life and property (including fire watch) during the period of time from when HCI is first notified of the emergency or failure and until such time that HCI notifies the customer that the system is operational or that the emergency has cleared.
 - HCI is not responsible for the security of the site. HCI is further not responsible for any costs or claims whatsoever arising out of theft or damage to installed work due to vandalism.
3. This Agreement assumes the system covered is in maintainable condition. If repairs are found necessary upon inspection, a proposal for repair at an additional cost will be submitted for approval. Should such repair proposal be declined, those non-maintainable items will be removed from the service agreement and the contract amount adjusted accordingly.
4. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is expressly excluded from this Agreement.
5. Emergency Service Exclusions. Emergency Service does not include travel expense, material and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, source current fluctuations, lighting surges, any failure whatsoever resulting in whole or in part from a non-HCI installation, parts, service, attachments, or devices, or any other cause external to the equipment. Emergency Service will be provided in accordance with the description provided in Scope of Work. All services will be provided during normal business hours unless outlined elsewhere in this agreement.
6. If HCI tests a system that was **not** installed by HCI, HCI assumes no liability for that system either in whole or in part, and we expressly disclaim any liability or warranty, as such system or any of its components not installed by us. Any components that are installed by us or repaired by us are subject to the limited warranty given in the applicable repair agreement. **It is not our duty to investigate or inquire into your legal obligations to any third party with respect to any system that we inspect, or any of its components not installed by us, and you agree to provide third party indemnification to HCI in the event of any third party claims arising out of testing under this agreement.**
7. HCI may transfer or assign this Agreement to any other fire alarm company or financing institution without notice to you. You may not transfer this Agreement to someone else (including someone who purchases or leases or subleases your premises) unless we pre-approve the transfer in writing. We may use subcontractors to provide the services herein.
8. HCI will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the equipment by others, or caused by lightning, electrical storm, or other violent weather, or by any cause beyond HCI control except ordinary wear and tear.
9. The customer shall promptly notify HCI of any malfunction in the system(s) that comes to the customer's attention. HCI will not be responsible for fire watch in the event of system failure.
10. It is mutually understood that in providing the services included in this agreement, HCI is not an insurer and does not guarantee any damage to property or injury to person will not occur.
11. Multiyear Agreements: HCI shall modify the annual amount at the renewal date and the Agreement shall otherwise continue without change. However, the customer may notify HCI within 30 days of receipt of the modification of a decision to terminate or renegotiate the services being provided, rather than accept the new amount. Standard HCI labor rates for service repair and maintenance work are subject to change for the duration of this agreement.
12. Neither HCI or its representative shall be liable to the purchaser or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, collateral or incidental damages, relative to or arising from or caused directly by the equipment, its installation, its service, or the use thereof or any deficiency, defect or inadequacy of the equipment. It is expressly agreed that purchaser's exclusive remedy for any cause of action relating to the purchase, installation, service and/or use of equipment shall be for damages and HCI liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of HCI, the restoration or replacement or repair of such equipment.
13. Fire watch is excluded.



HCI Systems Inc.

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14. Payments are due within 30 days of the submittal of an invoice. Overdue payments shall bear interest at the rate of 1-1/2% per month from the date on which payment is due until paid.
15. If any dispute arises out of this Agreement, such dispute shall be subject to Arbitration at the sole discretion of HCI. If any arbitration or action at law or equity shall be brought on account of any breach of this Agreement or to enforce or interpret any of its provisions, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, which shall be fixed by the tribunal or court and be made a part of any award or judgment rendered.
16. This Agreement shall be governed and construed in accordance with the laws of the state of California. Both parties agree to submit to the exclusive venue and jurisdiction of the courts of California for any enforcement of Arbitration awards and ensuing litigation pertaining to this Agreement.
17. The person executing this Agreement on behalf of Customer represents and warrants that they are authorized to do so by Customer to bind Customer to all terms herein. As a further inducement to HCI to enter into this Agreement, the person executing this Agreement agrees to guarantee the performance of Customer herein and to be personally liable for any payments not made by Customer.
18. The Parties acknowledge that this Agreement is the result of good faith negotiations between the Parties through their respective counsel. Any statute or rule of construction that any ambiguity is to be resolved against the Party that caused such an ambiguity shall not be employed in the interpretation or enforcement of this Agreement.
19. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. In addition, the Parties agree that facsimile and/or electronic signatures shall be acceptable to evidence the Parties' assent to this Agreement and are deemed equivalent to original "wet ink" signatures for all purposes under this Agreement.
20. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.



Telephone: (877) 331-2084 • Fax: (909) 628-7774

State Contractors License C-7 1035016

ACO License 7765

2024 REMOTE SUPERVISING STATION MONITORING AGREEMENT

Date: November 3, 2023

Job Site: OCFA
(see sites below)

Customer: Mr. Rothchild Ong
Assistant Purchasing Agent
Orange County Fire Authority
1 Fire Authority Rd.
Irvine, CA. 92602

DEPT #: 201

Phone: 714.573.6642

From: Karen L. Lara, Account Manager
Cell: (909) 224-4011

Email: rothchildong@ocfa.org

Scope of Work:

You ("Customer") have requested, and Advanced Monitoring agrees to provide the following services as described below.

Type of System(s) to be Monitored as UL Listed Remote Supervising Station:

- Existing Fire Alarm System in place and currently online with Advanced Monitoring.

Under this Agreement, Advanced Monitoring will do the following:

- 24/7 monitoring of the system at Advanced Monitoring Remote Station (see Section 4).

Station #2- 3642 Green Ave, Los Alamitos 90720

A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:

Monthly Monitoring Fee: \$ 35.00 (Per Month)

TOTAL ANNUAL FEE: \$ 420.00

Station #4- #2 California Ave, Irvine 92612

A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:

Monthly Monitoring Fee: \$ 35.00 (Per Month)

TOTAL ANNUAL FEE: \$ 420.00

Station #5- 23600 Pacific Island Drive, Laguna Niguel 92677

A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:

Monthly Monitoring Fee: \$ 35.00 (Per Month)

TOTAL ANNUAL FEE: \$ 420.00

Station #6- 3180 Barranca Parkway, Irvine 92606

A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:

Monthly Monitoring Fee: \$ 35.00 (Per Month)

TOTAL ANNUAL FEE: \$ 420.00

Station #7- 31865 Del Obispo, SJC 92675 (Reserves)

A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:

Monthly Monitoring Fee: \$ 35.00 (Per Month)

TOTAL ANNUAL FEE: \$ 420.00



Telephone: (877) 331-2084 • Fax: (909) 628-7774

State Contractors License C-7 1035016

ACO License 7765

Station #8- 10631 Skyline Drive, Santa Ana 92705

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #9- #9 Shops at Mission Viejo, Mission Viejo 92691

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #14- P.O. Box 12, Silverado 92676

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 65.00 (Per Month)
TOTAL ANNUAL FEE: \$ 780.00

Station #15- 27172 Silverado Canyon Road, Silverado 92676

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #16- 28891 Modjeska Canyon Road, Silverado 92676

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 65.00 (Per Month)
TOTAL ANNUAL FEE: \$ 780.00

Station #17- 4991 Cerritos Ave, Cypress 90630

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #19- 23022 El Toro Road, Lake Forest 93620

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #20- 7050 Corsair, Irvine 92618

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 65.00 (Per Month)
TOTAL ANNUAL FEE: \$ 780.00

Station #21- 1241 Irvine Blvd, Tustin 92780

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #22- 24001 Paseo de Valencia, Laguna Hills 92637

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #26- 4691 Walnut Ave, Irvine 92604

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00



Telephone: (877) 331-2084 • Fax: (909) 628-7774

State Contractors License C-7 1035016

ACO License 7765

Station #27- 12400 Portola Springs, Irvine 92618

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #28- 17862 Gillette Ave, Irvine 92614

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #29- 26111 Victoria Blvd, Dana Point 92624

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #30- 23831 Stonehill Drive, Dana Point 92629

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #31- 22426 Olympiad Rd, Mission Viejo 92692

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #32- 20990 Yorba Linda Blvd, Yorba Linda 92887

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 65.00 (Per Month)
TOTAL ANNUAL FEE: \$ 780.00

Station #36- 301 E Yale Loop, Irvine 92604

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #37- 15011 Kensington Park Drive, Tustin 92780

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #38- 26 Parker, Irvine 92618

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #39- 24241 Avila Road, Laguna Niguel 92677

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #40- 25082 Vista Del Verde, Coto De Caza 92679

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 65.00 (Per Month)
TOTAL ANNUAL FEE: \$ 780.00



Telephone: (877) 331-2084 • Fax: (909) 628-7774

State Contractors License C-7 1035016

ACO License 7765

Station #41- 3900 W Artesia Ave, Fullerton 92833

- B. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #42- 19150 Ridgeline Road, Lake Forest 92679

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #43- 11490 Pioneer Way, Tustin 92782

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #46- 7871 Pacific Street, Stanton 90680

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #47- 47 Fossil, Irvine 92603

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #48- 3131 N Gate Road, Seal Beach 90740

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #49- 31461 St of Golden Lantern, Laguna Niguel 92677

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #50- 670 Camino de Los Mares, San Clemente 92673

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #51- 18 Cushing, Irvine 92618

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #53- 25415 E La Palma, Yorba Linda 92887

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 65.00 (Per Month)
TOTAL ANNUAL FEE: \$ 780.00

Station #54- 19811 Pauling Ave, Lake Forest 92610

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00



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Station #55- 4955 Portola Parkway, Irvine, 92620

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #56- 56 Sendero Way, Silverado 92694

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 65.00 (Per Month)
TOTAL ANNUAL FEE: \$ 780.00

Station #57- 57 Journey, Aliso Viejo 92656

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #58- 58 Station Way, Ladera Ranch 92694

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #59- 48 Avenida La Pata, San Clemente 92673

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #60- 121 Avenida Victoria, San Clemente 92672

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #61- 7440 La Palma Ave, Buena Park 90620

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 65.00 (Per Month)
TOTAL ANNUAL FEE: \$ 780.00

Station #64- 7351 Westminster Blvd, Westminster 92683

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #65- 6061 Hefley Street, Westminster 92683

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 35.00 (Per Month)
TOTAL ANNUAL FEE: \$ 420.00

Station #66- 31544 Cow Camp Rd, Rancho Mission Viejo 92840

- A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 65.00 (Per Month)
TOTAL ANNUAL FEE: \$ 780.00

Station #86- 12232 West St, Garden Grove 92840

- B. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:
 Monthly Monitoring Fee: \$ 65.00 (Per Month)
TOTAL ANNUAL FEE: \$ 780.00



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The service fee is subject to increase as described in Section 1 of this Agreement. In addition, you will pay the pro-rated fee for the month in which alarm monitoring service begins. THERE IS NO FINANCING CHARGE OR COST OF CREDIT ASSOCIATED WITH THIS AGREEMENT.

Monthly service fee EXCLUDES any additional work outside of the scope of this monitoring agreement including but not limited to repairs, service calls and runner service. Any additional work requested to be performed will be charged according to current labor rates.

- B. PAYMENT METHOD:** All payments are due in advance at the beginning of the period. Customer will receive invoicing at the beginning of each period identified herein

Payments will be made: ☐ Annually ☐ Quarterly ☐ Monthly

- C. DECLINE BACK-UP: DECLINE BACK-UP:** As described in Section 6, Customer does not want back-up transmission of alarm signals and understands that, if Customer's transmission service is interrupted or disconnected, no signal will be sent to the Central Station, and emergency personnel will not be called. Please note that back-up transmission is not known by Advanced Monitoring to be a state or local requirement at this time. However, customer is responsible to verify with their local AHJ of any back-up transmission requirements.

☐ YES, Decline Back-up

- D. TERM:** The term of this Agreement is **ONE YEAR**. Monitoring begins when System signals sent to the Central Station have been received and confirmed. the Agreement automatically renews for successive one-year periods unless either party notifies the other in writing of its intent to terminate no less than 30 days before the expiration of the original or renewal term. If Customer moves from the Premises, Customer is NOT relieved from their obligations under this Agreement.

Terms & Conditions:

1. SERVICES AND PAYMENT:

- 1.1 REJECTED PAYMENT.** If payment received from Customer is rejected for any reason, Customer agrees to pay Advanced Monitoring the amount due plus a \$25 returned payment fee as permitted by law within five days of the date of written notice provided by Advanced Monitoring. If Advanced Monitoring makes any error or omission in its obligations herein, Customer agrees that Advanced Monitoring's sole responsibility is to correct the error once written notice is received from Customer describing the error or omission.
- 1.2 INCREASES IN SERVICE FEE:** You acknowledge that the Service Fee is based in part upon existing federal, state and local taxes and charges. Advanced Monitoring shall have the right, at any time, to increase the Service Fee to reflect any additional or increased taxes, licenses, permits or fees which may be charged by any utility or governmental agency relating to the services provided herein, and Customer agrees to pay the increase. In addition, after the first year, Advanced Monitoring may increase the Service Fee during each following year (but not more often than once every 12 months) by providing Customer a 30 days prior written notice. If Customer is unwilling to pay the increased Service Fee, Customer may terminate this Agreement by providing Advanced Monitoring a written notice no later than the 30th day after the effective date of the increase.

IMPORTANT NOTICE TO SUBSCRIBER: THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND, THEREFORE, ADVANCED MONITORING MAY NOT BEGIN MONITORING UNTIL YOU HAVE OBTAINED, AT YOUR EXPENSE, ALL NECESSARY PERMITS OR LICENSES AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER. AMI IS NOT RESPONSIBLE TO OBTAIN THOSE PERMITS ON YOUR BEHALF.

- 2. ADVANCED MONITORING'S LIMITED LIABILITY:** Customer expressly agrees that Advanced Monitoring's maximum's liability on any and all claims associated with or related to the services provided herein shall be limited to \$250.00, or six times the monthly monitoring fee, whichever is less, if Customer or anyone else suffers any harm (damage to or loss of property, personal injury or death) because the System failed to operate properly or Advanced Monitoring was negligent or acted improperly. Customer



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acknowledges that they have had the opportunity to discuss this limitation with Advanced Monitoring's representative and Customer elected not to obtain a higher limitation of liability in exchange for a monthly service fee.

3. **FULL AGREEMENT:** By signing below, Customer acknowledges that prior to signing this Agreement, they have received, read and understood this Agreement and that no other representations were made to them by any Advanced Monitoring's representative that do not conform to this Agreement.
4. **WIRELESS MONITORING SERVICE:** Customer elects to have the monitoring services described herein performed by Advanced Monitoring and agrees that the services meet their needs. Additional, different, or higher levels of protection and service were discussed with Customer and were made available to Customer at an additional cost. The signals or images, if any, from the security system or the signals from the fire devices or system at the Premises described under the Scope of Work section of this Agreement ("System") will be connected to an independently owned and operated monitoring facility (the "Central Station") under subcontract with Advanced Monitoring. When a fire alarm signal from the System is received in the Central Station, a representative from the Central Station will try to telephone the fire department and the first person designated on Customer's Emergency Instructions. When a supervisory or trouble signal is received in the Central Station, a representative from the Central Station will try to notify Customer's designated agent or the first available person designated on Customer's Emergency Instructions. Notification of non-emergency trouble signals is made only during our normal daytime business hours. Advanced Monitoring reserves the right to tape record all telephone conversations with the Central Station. If a Runner Service in Customer's Jurisdiction's, Customer is further referred to the Scope of Work Section in this Agreement.
5. **METHODS OF SIGNAL TRANSMISSIONS:**
 - 5.1 For systems that utilize traditional phone lines, phone lines (POTS) will be used for transmitting alarm signals from the Systems being monitored to the Central Station. Customer acknowledges that traditional phone lines are being phased out. The use of modified digital phone lines usually are not compatible with existing equipment. Phone lines can be disrupted due to service provider issues outside the scope of the equipment and services provided by Advanced Monitoring. Customer further acknowledges that the service provider may upgrade, or modify their infrastructure without Advanced Monitoring or Customer's knowledge which may disrupt or disconnect the transmitted signal from reaching the Central Station via the service providers network. Notwithstanding anything to the contrary Customer expressly agrees that Advanced Monitoring is NOT responsible in any manner whatsoever for any such impairment, interruption and/or failure and any resulting damages from any of the foregoing issues under any legal theory. Any changes or upgrades required to the Customer's equipment to regain connectivity to the service providers network are also outside the scope of this Agreement.
 - 5.2 For systems that utilize a cellular dialer, the standard cellular network connection will be used for transmitting alarm signals from the Systems being monitored to the Central Station. Customer acknowledges that the cellular signal utilized by the cellular dialer can be disrupted due to service provider network issues outside the scope of the equipment and services provided by Advanced Monitoring. Customer further acknowledges that the service provider may upgrade (i.e. change local tower from 3G to 4G, 5G etc.) or modify their infrastructure without Advanced Monitoring or Customer's knowledge which may disrupt or disconnect the transmitted signal from reaching the Central Station via the service providers network. Notwithstanding anything to the contrary Customer expressly agrees that Advanced Monitoring is NOT responsible in any manner whatsoever for any such impairment, interruption and/or failure and any resulting damages from any of the foregoing issues under any legal theory. Any changes or upgrades required to the Customer's equipment to regain connectivity to the service providers network are also outside the scope of this Agreement.
 - 5.3 For systems that utilize internet-based transmission, will be used for transmitting alarm signals from the Systems being monitored to the Central Station. Customer acknowledges that internet-based transmission requires complete non-port blocking of the internet to the equipment. Customers IT department is responsible for managing the IP equipment and does not fall under the responsibility of Advanced Monitoring. Should there be any changes to the customer IP equipment causing disruption or disconnect to the transmitted signal from reaching Central Station, Customer acknowledges their IT department will be responsible for managing the connection points. Customer further acknowledges that the internet service provider may upgrade, roll port IP addresses, or modify their infrastructure without Advanced Monitoring or Customer's knowledge which may disrupt or disconnect the transmitted signal from reaching the Central Station via the internet service providers network. Notwithstanding anything to the contrary Customer expressly agrees that Advanced Monitoring is NOT responsible in any manner whatsoever for any such impairment, interruption and/or failure and any resulting damages from any of the foregoing issues under any legal theory. Any changes or upgrades required to the Customer's equipment to regain connectivity to the service providers network are also outside the scope of this Agreement.
 - 5.4 For systems that utilize a radio frequency system (AES), the radio frequency system will be used for transmitting alarm signals from the Systems being monitored to the Central Station. Customer acknowledges that the use of radio frequencies is controlled by the Federal Communications Commission and local regulatory agencies, and changes in rules, regulations and policies may require or necessitate discontinuing or modifying such transmission facilities. Customer further acknowledges that radio frequency transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control. Advanced Monitoring is NOT responsible in any manner whatsoever for any such impairment, interruption and/or failure.
6. **DECLINE BACK-UP:**

This provision is applicable only if Customer elects to decline back-up. If Customer is using traditional phone lines, cellular communicators, internet-based transmission, or radio frequency systems (AES) to our Central Station (methods of signal transmissions described in section 5), Customer acknowledges that they have thoroughly discussed with Advanced Monitoring the



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availability of backup transmission methods at an additional cost. Customer however has declined such back-up services and indicated that they do not desire a back-up transmission of alarm signals. In doing so, Customer fully understands that, if their transmission service is interrupted or disconnected, no signal will be sent to the Central Station, and emergency personnel will not be called. Advanced Monitoring is NOT responsible in any manner whatsoever for any such failure. Please note that back-up transmission is not known by Advanced Monitoring to be a state or local requirement at this time. However, customer is responsible to verify with their local AHJ of any back-up transmission requirements.

7. **TAKEOVER OF OTHER SYSTEMS:** Advanced Monitoring assumes no liability whatsoever, as to any system monitored under this Agreement unless such system and all its components were installed by Advanced Monitoring. Any components that are installed by Advanced Monitoring to facilitate the takeover of a system which was monitored by another prior monitoring service are subject to the limited warranty given in the applicable installation agreement. Advanced Monitoring undertakes NO OBLIGATION WHATSOEVER to investigate or inquire into Customer's legal obligations to any third party with respect to the systems being monitored or any of their components if they were not installed by Advanced Monitoring. Customer acknowledges and agrees to provide indemnification to Advanced Monitoring as indicated herein in sections 11 and 12 with respect to any action brought against Advanced Monitoring arising out of or related to any System, or component, not installed by Advanced Monitoring. Further, all existing equipment, components, or wiring that Advanced Monitoring connects to are EXPRESSLY EXCLUDED from any limited warranty provided by Advanced Monitoring, and unless Customer specifically enters into a separate service agreement and makes additional payment, the existing equipment, components, or wiring will not be tested or inspected by Advanced Monitoring. Advanced Monitoring is NOT liable for equipment or components not installed by its team even if Advanced Monitoring connects to it.
8. **FALSE ALARMS:** Customer agrees that all their agents and representatives, members, employees or others using the System will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather, faulty building construction or other forces or conditions beyond our control. If too many false alarms occur, Advanced Monitoring may cancel all services. If a false alarm fine or penalty is charged to Customer or to Advanced Monitoring by any governmental agency, Customer agrees to such charge or reimburse and hold Advanced Monitoring harmless from it, as the case may be. **Customer is solely responsible for all false alarm fines, penalties, or fees, whether assessed against Customer or Advanced Monitoring.**
9. **CUSTOMER'S DUTIES:**
 - (a) Customer will:
 - i. Instruct their employees and others who may use the System on its proper use.
 - ii. Obtain and keep in effect all permits or licenses that may be required for the installation and operation of the System and pay all usage fees imposed by any governmental agency.
 - iii. Provide Emergency Information which will include the name, telephone number and relationship of each person that Advanced Monitoring may call in the event there is an emergency signal received requiring a contact with Customer's designated agent, and other emergency information we may request; and provide written notice of any changes in the information on your Emergency Information.
 - iv. Test the System's protective devices and send test signals to the Central Station in accordance with Advanced Monitoring's instructions at least monthly.
 - v. Ensure proper system functionality by procuring service and/or repairs as needed to prevent excessive repetitive signal activation. Daily voice notifications on the same trouble and/or supervisory signal (s) exceeding 10 consecutive days may result in additional fees, not to exceed \$10 per month, due to excessive usage of Advanced Monitoring receiver phone lines.
 - (b) Customer agrees that Advanced Monitoring may provide the Customer's Emergency Information to any government authority having jurisdiction over Advanced Monitoring, the Central Station or the Systems being monitored under this Agreement.
 - (c) **THE SYSTEMS MONITORED UNDER THIS AGREEMENT MAY USE WIRELESS BATTERY-OPERATED DETECTION DEVICES, AND CUSTOMER MUST NOTIFY ADVANCED MONITORING IF THE SYSTEM EMITS A LOW BATTERY SIGNAL. WHEN NOTIFIED BY CUSTOMER, ADVANCED MONITORING WILL REPLACE THE LOW BATTERY AT CUSTOMER'S EXPENSE. IF CUSTOMER FAILS TO NOTIFY ADVANCED MONITORING, THE SYSTEMS MAY NOT FUNCTION PROPERLY AND ADVANCED MONITORING SHALL HAVE NO LIABILITY RESULTING FROM SUCH CUSTOMER'S FAILURE TO NOTIFY ADVANCED MONITORING OF THE LOW BATTERY SIGNAL.**
10. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT; DELINQUENCY CHARGE:** Customer understands that Advanced Monitoring may stop or suspend monitoring or other services, or cancel this Agreement if any of the following occurs: (a) strikes, severe weather, earthquakes, telephone outages or other such events beyond our control affect operations or so severely damage Customer's premises that continuing service would be impractical; (b) Advanced Monitoring is unable to provide service because of some action or ruling by any governmental authority; (c) Customer becomes a debtor in a bankruptcy proceeding; or (d) Customer fails to timely pay the Service Fees, after being provided with a ten days' notice that Advanced Monitoring is canceling service because of non-payment. Advanced Monitoring may charge a service re-establishment fee if service is suspended for non-payment;



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(e) Customer provides 30 days written notice to Advanced Monitoring, including account number(s), account location, and effective date, to discontinue alarm monitoring services, but only if in accordance with this Agreement. By cancelling monitoring services, Customer accepts that on the effective date the account(s) will no longer be monitored by Advanced Monitoring and that in the event of alarm, no authorities or emergency contacts will be notified. Subscriber agrees that Advanced Monitoring will not be liable for resulting system vulnerability and understands that cancellation of active accounts will cause any outstanding invoices to become due immediately. If notice is not provided within the required 30 days before the start of the next billing period, Customer's final invoice may include charges for the next billing period. If Customer fails to make any payment when due, Advanced Monitoring may discontinue service, terminate this Agreement and recover all damages to which Advanced Monitoring is entitled to including the value of the services performed and all amounts due to us for the unexpired term of the Agreement. In addition, Advanced Monitoring may impose a late charge on all payments more than ten days past due, of ten percent (10%) of the delinquency (with a maximum of \$25.00 and a minimum of \$5.00) or the maximum amount permitted by California law, whichever is less. Upon the expiration or earlier termination of this Agreement for any reason, or its suspension or cancellation under this paragraph, Customer will permit Advanced Monitoring access to the subject premises for the purpose of reprogramming the communication device to delete any Advanced Monitoring proprietary information; Customer understands that this will not affect the "local" operation of the systems, although the systems may not function with other companies' monitoring equipment.

11. **ASSIGNEES AND SUBCONTRACTORS:** Advanced Monitoring may transfer or assign this Agreement to any other fire alarm company or financing institution without notice to Customer. Customer may not transfer this Agreement to someone else (including someone who purchases or leases or subleases the subject premises) unless Advanced Monitoring pre-approves the transfer in writing. Advanced Monitoring may use subcontractors to provide alarm services, and this Agreement, and particularly Sections 11 and 12, shall apply to them and the services they provide, and protect them in the same manner as it applies to and protects Advanced Monitoring. Should Customer attempt to assign, or in fact assign, this Agreement to any other party without obtaining AMI's written consent, Customer agrees that they will be in material breach of this Agreement and AMI shall have the right to terminate this Agreement in its sole discretion.
12. **Advanced Monitoring IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** Customer understands, acknowledges, and agrees that: (a) Advanced Monitoring and its divisions or affiliates are not insurers of the subject real or personal property, data, or the personal safety or property of anyone on the subject Premises; (b) it is Customer's sole responsibility to obtain any insurance on the subject premises and the contents thereof and any life, disability or health insurance for persons using or working on or visiting the subject premises; (c) the amount you pay to us is based only on the value of the service Advanced Monitoring provides under this Agreement; (d) fire systems in general and the specific services Advanced Monitoring may provide under this Agreement may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the property that might be lost, stolen or destroyed if the Systems or services provided herein fail to operate properly; (f) it is difficult to determine how fast the fire department or others would respond to a request for help; (g) it is difficult to determine what portion, if any, of any personal injury or death would be proximately caused by any breach of this Agreement, any failure to perform, any negligence, or a failure of the Systems. Advanced Monitoring makes no guarantee or warranty, including an implied warranty of merchantability or fitness for a particular purpose, that the services provided herein will prevent or avoid occurrences or the consequences of occurrences that the Systems or services provided herein are designed to detect or avert.

THEREFORE CUSTOMER EXPRESSLY AGREES:

Even if a court decides that any breach of this Agreement by Advanced Monitoring, a failure of the Systems, negligence, or a failure of the services to be provided by Advanced Monitoring caused or allowed any harm or damage (whether property damage, personal injury or death) to Customer, the subject premises, or anyone on the subject premises, Customer agrees that the maximum Advanced Monitoring liability for such, shall be limited to \$250.00 or six times the monthly Service Fee, whichever is less, as liquidated damages and not as a penalty, and this shall be Customer's sole remedy regardless of what legal theory (including without limitation, breach of contract, negligence, product liability or breach of warranty) is used to determine that Advanced Monitoring is liable for the injury or loss.

CUSTOMER MAY OBTAIN A HIGHER LIMITATION OF LIABILITY. If Customer wishes, they may obtain a higher limitation of liability instead of the amount set forth above for an additional periodic fee based on a graduated scale of rates. If you elect this option, please request that in writing from our agent prior to signing this Agreement and request that the higher rate charged for the services corresponding to the higher limit Customer requested is clearly indicated in the Scope of Work portion of this Agreement. Customer should ensure that this Agreement sets forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the limitation of liability does not mean that Advanced Monitoring is an insurer of Customer or the subject premises or any of its visitors, occupants, or property, or third parties or their property.

13. **THIRD PARTY INDEMNIFICATION AND SUBROGATION:** If anyone third party alleges any claims or seeks any damages from Advanced Monitoring based on any alleged harm or damages (including property damage, personal injury or death) connected with or resulting from: (i) Advanced Monitoring's breach of this Agreement; (ii) a failure of the Systems or services provided herein; (iii) any tort or negligence; (iv) any other improper or careless activity alleged to have occurred or occurred by Advanced Monitoring in providing the services herein; or (v) any claim for indemnification or contribution arising from the foregoing, Customer agrees to defend, indemnify, and hold harmless Advanced Monitoring immediately upon demand by Advanced Monitoring (a) any amount which a court orders Advanced Monitoring to pay or which is attributed to Advanced Monitoring to pay, and (b) the amount of any attorney's fees incurred by Advanced Monitoring in defending such claims and any other loss and/or costs that Advanced Monitoring



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may pay in connection with the harm or damages. This provision applies to all claims regardless of cause, regardless of whether caused by any failure or omission by Advanced Monitoring in performing under this Agreement or failure of the systems being monitored herein or their components or their signal transmission any Systems' performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. Customer's obligation to pay Advanced Monitoring for such harm or damages shall not apply if the harm or damages occurs while one of Advanced Monitoring's representatives is in or about the subject premises, and such harm or damages is exclusively and solely caused by that representative. Customer further agrees to release Advanced Monitoring from any claims of any parties suing through Customer's authority or in Customer's name, such as Customer's insurance company, and Customer agrees to defend Advanced Monitoring against any such claim. Customer agrees to notify their insurance company of this release.

14. LIMITATION ON LAWSUITS, VENUE, GOVERNING LAW, ATTORNEYS' FEES: Both Advanced Monitoring and Customer agree that any demand for arbitration, lawsuit or any other legal proceeding connected with this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year from the date of the event which caused the loss, damage, injury, or death. This Agreement is made and entered into in Riverside County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Riverside County. California law applies to this Agreement regardless of choice-of-law rules. If a dispute arises over the interpretation, construction, enforcement or collection of any amounts due under this Agreement, the prevailing party shall be entitled to, and shall be awarded, all costs of investigation and collection, whether or not suit is filed, and all costs and expenses of suit, including reasonable attorney's fees.
15. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES: Advanced Monitoring's obligation to provide the services described herein arises solely out of this Agreement, and not through any other means. Advanced Monitoring does not represent or warrant that the Systems or services provided herein may not be compromised or by-passed; will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. Neither Advanced Monitoring nor any of its agents or representatives made any representations or warranties, express or implied, as to any matter whatsoever, including without limitation, our services, the condition of the equipment, its merchantability, its fitness for any particular purpose, or noninfringement or title to you. All implied warranties of merchantability and/or fitness for a particular purpose are expressly excluded from this Agreement. Customer acknowledges that they did not rely on any advertisement, representation, or warranty, express or implied in entering into this Agreement. There are no express warranties provided for the services provided herein. If Advanced Monitoring was to have any liability greater than that agreed to by the provisions of this Agreement, Advanced Monitoring could not and would not provide the services described herein, and Advanced Monitoring could not provide the services at the rates contained here. Any warranty provided in this Agreement gives Customer specific legal rights. **To the maximum extent allowed by law, under no circumstances will Advanced Monitoring be liable for any special, consequential, or incidental damages arising from claims related to the services herein and Customer agrees that all such damages are expressly waived and released.**
16. DEFAULT; INTEREST:
 - 16.1 Default. Any of the following constitute default by Customer under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with Advanced Monitoring or any of its designated representatives, including being disrespectful or abusive, or to comply with reasonable requests; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test, repair, or update the subject Systems; or (e) Customer becoming a debtor in a bankruptcy proceeding. If Customer defaults, Advanced Monitoring may discontinue all work or services upon ten-days' written notice to Customer and accelerate and recover 75% of all amounts to become due under this Agreement, as well as all other sums to which Advanced Monitoring is entitled to. **For fire systems, Advanced Monitoring may report Customer's failure to inspect and test the subject Systems, or lack of System monitoring, to the authority having jurisdiction.**
 - 16.2 Interest. If any payment due is more than ten days late, Customer agrees to pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full.
17. NOTICES: All notices regarding this Agreement must be in writing and may be served by personal delivery; a nationally recognized overnight courier with all delivery charges provided for; or certified mail, return-receipt requested and regular mail with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.
18. NETWORK OR SERVER VULNERABILITY; LIABILITY. Customer is solely responsible for the integrity and security of the data, software, devices, computer system, networks, servers, and other equipment on the subject premises. Customer is also solely responsible for limiting access to your wireless systems or VPN, changing the default password, updating firmware or software routinely, and securing access to the Systems or software with regularly updated pass code protection, credentials, lockout codes, or encryption software. Advanced Monitoring is not liable for any loss, damage, or injury arising out of or relating to any unauthorized or improper access to or use of the subject systems or data. The subject Systems or wireless devices may be connected to the Internet. Customer understands that Advanced Monitoring does not operate or control the Internet, that all devices may not meet encryption standard specifications, and that viruses, worms, or trojan horses, denial of service, or other malicious or undesirable data, code, software, attacks, hackers, or users may attempt to access or damage Customer's data, devices, computers, and networks. Advanced Monitoring is not liable for such activities. Advanced Monitoring further does not guarantee that the Systems or services



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provided herein will meet Customer's requirements, that the services will be uninterrupted or error-free, or that encryption algorithms, associated keys, and other security measures will be secure or effective. Customer must notify Advanced Monitoring immediately if Customer upgrades their operating system or make any changes to their file mapping, or their Systems or devices are unable to access the Internet or network service.

19. **ENTIRE AGREEMENT:** This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. It replaces any earlier oral or written understandings or agreements, including any previous agreement by which Advanced Monitoring, or anyone before Advanced Monitoring, provided alarm services for Customer on the subject premises. It may only be changed by a written agreement signed by both parties herein. If Customer has given or ever gives Advanced Monitoring a purchase order for the services which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. Customer agrees that this Agreement shall be governed by the laws of the State of California, without regard to its principles of conflicts or choice of laws.
20. **AUTHORIZED SIGNATORIES:**
 - 20.1 The person executing this Agreement on behalf of Customer represents and warrants that they are authorized to do so by Customer to bind Customer to all terms herein. As a further inducement to HCI to enter into this Agreement, the person executing this Agreement agrees to guarantee the performance of Customer herein and to be personally liable for any payments not made by Customer.
 - 20.2 The Parties acknowledge that this Agreement is the result of good faith negotiations between the Parties through their respective counsel. Any statute or rule of construction that any ambiguity is to be resolved against the Party that caused such an ambiguity shall not be employed in the interpretation or enforcement of this Agreement.
 - 20.3 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. In addition, the Parties agree that facsimile and/or electronic signatures shall be acceptable to evidence the Parties' assent to this Agreement and are deemed equivalent to original "wet ink" signatures for all purposes under this Agreement.
21. **THE COMPANY'S LICENSE:** Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, and Post Office Box 26000, Sacramento, California 95826.



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ACCEPTANCE

Customer has read and understood this Agreement and all its terms. Customer further agrees that all terms herein are satisfactory and acceptable to Customer. Further, Customer acknowledges that they have received, a copy of this Agreement and accepted all its terms including, the limited liability provisions. The services provided are based upon Customer's specific request, approval, and cost considerations, for which Customer must hold Advanced Monitoring harmless. All terms on the other pages or attachments are part of this Agreement.

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

ELECTRONIC SIGNATURE: In accordance with California Civil Code § 1633.1 et seq., an Electronic Signature (as defined below) affixed to this Agreement shall be as valid as an original signature and shall be effective to bind signatory to this Agreement. The term "Electronic Signature" shall mean (i) a manually produced original signature that is affixed to this Agreement via electronic means, or (ii) a signature that is generated and affixed to this Agreement via an electronic program (e.g., DocuSign or Adobe Acrobat signature function).

Date signed: _____

Advanced Monitoring, Inc.By: _____
Company Representative

Alarm agent no: _____

APPROVED: _____
Authorized Company Officer_____
SUBSCRIBER NAMEBy: _____
(Signature)_____
(Print name, title of person signing)

Date Signed: _____

Billing Address: _____

THIS AGREEMENT WILL NOT BE BINDING ON ADVANCED MONITORING UNLESS AND UNTIL IT IS APPROVED BY AN AUTHORIZED OFFICER OF THE COMPANY. IF FOR ANY REASON IT IS NOT APPROVED, ADVANCED MONITORING'S SOLE RESPONSIBILITY WOULD BE TO REFUND THE AMOUNT THAT CUSTOMER HAS PAID WHEN THEY SIGNED THE AGREEMENT.



Telephone: (877) 331-2084 • Fax: (909) 628-7774

State Contractors License C-7 1035016

ACO License 7765

Emergency Contact List

CS Account #	
Site Name	
Address	
City, State, Zip	
Premise Phone:	
	<i>Please note premise # is called first in the event of an alarm, only enter premise (on site) number</i>

Representative Contact Information

This list will override current list, contacts are called in order listed below.

Representative 1 First & Last Name			
Phone #1		Phone type	
Phone #2		Phone type	
Passcode/PIN			
Email Address for Signal Notifications			
Text Message for Signal Notifications			

Representative 2 First & Last Name			
Phone #1		Phone type	
Phone #2		Phone type	
Passcode/PIN			
Email Address for Signal Notifications			
Text Message for Signal Notifications			

Representative 3 First & Last Name			
Phone #1		Phone type	
Phone #2		Phone type	
Passcode/PIN			
Email Address for Signal Notifications			
Text Message for Signal Notifications			

Representative 4 First & Last Name			
Phone #1		Phone type	
Phone #2		Phone type	
Passcode/PIN			
Email Address for Signal Notifications			
Text Message for Signal Notifications			



Telephone: (877) 331-2084 • Fax: (909) 628-7774

State Contractors License C-7 1035016

ACO License 7765

Representative Contact Info Continued

This list will override current list, contacts are called in order listed below.

Representative 5 First & Last Name			
Phone #1		Phone type	
Phone #2		Phone type	
Passcode/PIN			
Email Address for Signal Notifications			
Text Message for Signal Notifications			

Representative 6 First & Last Name			
Phone #1		Phone type	
Phone #2		Phone type	
Passcode/PIN			
Email Address for Signal Notifications			
Text Message for Signal Notifications			

Representative 7 First & Last Name			
Phone #1		Phone type	
Phone #2		Phone type	
Passcode/PIN			
Email Address for Signal Notifications			
Text Message for Signal Notifications			

Representative 8 First & Last Name			
Phone #1		Phone type	
Phone #2		Phone type	
Passcode/PIN			
Email Address for Signal Notifications			
Text Message for Signal Notifications			

*****IMPORTANT NOTICE TO CUSTOMER*****

If Advanced Monitoring is taking over an existing remote station account, the customer must provide Advanced Monitoring with a copy of the current zone list prior to the setup of the new account.



HCI Systems Inc.
1354 S. Parkside Place, Ontario, CA 91761
Tel: (909) 628-7773 | Fax: (909) 628-7774
State Contractors License C-7, C-10, C-16 #905493

2024 HCI Service Labor Rates

Effective January 1st 2024

OCFA:

Service:	Hourly Rate		
	Regular	Overtime	Double Overtime
Fire / DAS / Suppression / Fiber Technician	\$160.00	\$208.00	\$256.00
Sprinkler Fitter	\$180.00	\$239.00	\$297.00
Dispatch Labor Charge	\$95.00		
Travel Time	Travel time portal-to-portal (Overtime/Double time)		
Minimum Charge	3-hr Technician / 4-hr Fitter		
Parking Charge	\$40.00 Parking Fee If Parking Not Provided		

*** Parts are billed at a separate cost.**

EXHIBIT J: PRICING PAGE

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. SCHEDULED INSPECTIONS AND TESTING		
Quantity/Description	Unit Price	Ext. Total
Total cost of monitoring, inspections, and testing for all Stations as identified in Exhibits "M" and "N"	Labor: _____	Monthly Cost: \$2,015.00 Monitoring
Amount from Exhibit "M": \$24,180.00	Materials: 0	Annual Cost: \$64,895.00 Inspections & Monitoring
Amount from Exhibit "N": \$40,715.00	Overhead: 0	
2. MONTHLY MONITORING SERVICES		
Quantity/Description	Unit Price	Ext. Total
Monthly monitoring of one system with cellular connection	Labor: 0 Materials: 0 Overhead: 0	\$65 per month
3. MONTHLY MONITORING SERVICES		
Quantity/Description	Unit Price	Ext. Total
Monthly monitoring of one system with landline connection	Labor: 0 Materials: 0 Overhead: 0	\$35 per month

Orange County Fire Authority

RFP No. RO2644

4. REPROGRAMMING/STARTUP

Quantity/Description	Unit Price	Ext. Total
Reprogramming/Initial startup to connect one monitored site to Contractor's monitoring system	Labor: <u>0</u> Materials: <u>0</u> Overhead: <u>0</u>	0

5. REPLACE SPRINKLER HEADS

Quantity/Description	Unit Price	Ext. Total
Replace (10) sprinkler heads. (ceiling height of approx.. 14ft)	Labor: <u>\$180/hour + \$95 dispatch fee</u> Materials: <u>\$20</u> Overhead: <u>10%</u>	\$1,015.00

6. HORN STROBE

Quantity/Description	Unit Price	Ext. Total
Replace one horn strobe	Labor: <u>\$160/hour + \$95 dispatch fee</u> Materials: <u>\$110.00</u> Overhead: <u>10%</u>	\$365.00

7. HEAT DETECTORS

Quantity/Description	Unit Price	Ext. Total
Test and replace two heat detectors. (standard 10ft ceiling height)	Labor: <u>\$160/hour + \$95 dispatch fee</u> Materials: <u>\$45.00</u> Overhead: <u>10%</u>	\$505.00

Orange County Fire Authority

RFP No. **RO2644**

<i>Attach Additional Sheets if Necessary</i>	Unit Price	Brief Description
Standard Labor Rates (Prevailing Wages)		
- Position 1 (Classification)	\$160/hr	Fire Alarm Technician
- Position 2 (Classification)	\$180/hr	Sprinkler Fitter
- Position 3 (Classification)		
- Position 4 (Classification)		
Overtime Labor Rates (Prevailing Wages)		
- Position 1 (Classification)	\$208/hr	Fire Alarm Technician
- Position 2 (Classification)	\$239/hr	Sprinkler Fitter
- Position 3 (Classification)		
- Position 4 (Classification)		
Travel/Trip Charge	\$95	
Minimum Call-Out		3-hour min Fire Alarm Tech & 4-hour min Sprinkler Fitter
Markup/Discount of Parts List Pricing	25%	
Materials	TBD	
Other		

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:

None of the sites require a 5 year sprinkler inspection in 2024, as several sites recently had 5 Year inspections. HCI has provided Annual Sprinkler Inspection pricing in lieu of the 5 year Sprinkler pricing section in EXHIBIT N COLUMN G. All pricing in Column G and total annual price includes annual sprinkler inspection.

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 "N" - INSPECTION/ TESTING SHEET
RO2644- Fire Alarm and Sprinkler Inspection and Testing

Inspection and Testing Services

Station Number and Location	Alarm Manufacturer	Model Number	Sprinklers?	Annual Fire Alarm Inspection and Testing	California Title 19 5-Year Sprinkler Certification
Fire Station - 2 LOS ALAMITOS, 3642 Green Ave., Los Alamitos 90720	Radionics	D7212	N	\$375.00	
Fire Station - 4 UNIVERSITY, #2 California Ave., Irvine 92612	Radionics	D7212	N	\$520.00	
Fire Station - 5 LAGUNA NIGUEL, 23600 Pacific Island Dr., Laguna Niguel 92677	Simplex	4002	Y	\$635.00	\$200.00
Fire Station - 6 IRVINE, 3180 Barranca Pkwy., Irvine 92606	Notifier	Sys 500	Y	\$375.00	\$145.00
Fire Station - 7 SAN JUAN CAPISTRANO, 31865 Del Obispo, SJC 92675 (Reserves)	Radionics	D7212	N	\$410.00	
Fire Station - 8 SKYLINE, 10631 Skyline Dr., Santa Ana 92705	Simplex	4246-1	N	\$375.00	
Fire Station - 9 SO. MISSION VIEJO, #9 Shops at Mission Viejo, Mission Viejo 92691	Radionics	D7412	N	\$520.00	
Fire Station - 14 SILVERADO, P. O. BOX 12, Silverado 92676 (Reserves)	Simplex	4001	Y	\$375.00	\$145.00
Fire Station - 15 SILVERADO (USFS), 27172 Silverado Canyon Rd., Silverado 92676	Edwards	io64	N	\$520.00	
Fire Station - 16 MODJESKA, 28891 Modjeska Canyon Road, Silverado 92676 (Reserves)	Simplex	4246-1	N	\$375.00	
Fire Station - 17 TRI-CITIES, 4991 Cerritos Ave., Cypress 90630	Silent Knight	5700	N	\$835.00	
Fire Station - 19 LAKE FOREST, 23022 El Toro Rd., Lake Forest 92630	Honeywell	SK5208	Y	\$375.00	\$145.00
Fire Station - 20 IRVINE, 450 Corsair, Irvine 92618	Siemens	FC901-U3	Y	\$635.00	\$200.00
Fire Station - 21 TUSTIN, 1241 Irvine Blvd., Tustin 92780	Radionics	D7212	Y	\$500.00	\$125.00
Fire Station - 22 LAGUNA HILLS, 24001 Paseo de Valencia, Laguna Hills 92637	Notifier	AFP-400	Y	\$500.00	\$125.00
Fire Station - 26 VALENCIA, 4691 Walnut Ave., Irvine 92604 (Reserves)	Radionics	D7212	N	\$410.00	
Fire Station - 27 PORTOLA SPRINGS, 12400 Portola Springs, Irvine 92618	Honeywell	5820XL	Y	\$410.00	\$110.00
Fire Station - 28 IRV. INDUSTRIAL, 17862 Gillette Ave., Irvine 92614	FireLite	Sensiscan 2000	Y	\$410.00	\$110.00
Fire Station - 29 DOHENY, 26111 Victoria Blvd., Dana Point 92624	Honeywell	5820XL	Y	\$410.00	\$110.00
Fire Station - 30 NIGUEL, 23831 Stonehill Drive, Dana Point 92629	Edwards	FireShield	N	\$520.00	
Fire Station - 31 NO. MISSION VIEJO, 22426 Olympiad Rd., Mission Viejo 92692 (Reserves)	Simplex	4001	Y	\$410.00	\$110.00
Fire Station - 32 EAST YORBA LINDA, 20990 Yorba Linda Blvd., Yorba Linda 92887 (Reserves)	Aames		Y	\$410.00	\$110.00
Fire Station - 36 WOODBRIDGE, 301 E. Yale Loop, Irvine 92604	Faraday	FireWatch XVI	Y	\$410.00	\$110.00
Fire Station - 37 TUSTIN, 15011 Kensington Park Drive, Tustin 92780	Silent Knight	5808	Y	\$635.00	\$200.00
Fire Station - 38 IRVINE, 26 Parker, Irvine 92618	Bosch	D7412GV	Y	\$635.00	\$200.00
Fire Station - 39 NO. LAGUNA NIGUEL, 24241 Avila Road, Laguna Niguel 92677	Honeywell	5820XL	Y	\$410.00	\$110.00
Fire Station - 40 COTO DE CAZA, 25082 Vista del Verde, Coto de Caza 92679	Mircom		Y	\$635.00	\$200.00
Fire Station - 41 FULLERTON AIRPORT, 3900 West Artesia Ave., Fullerton 92833 (Reserves)	Honeywell	XRFSCS	Y	\$410.00	\$110.00
Fire Station - 42 PORTOLA HILLS, 19150 Ridgeline Road, Lake Forest 92679	Simplex	4001	Y	\$410.00	\$110.00
Fire Station - 43 TUSTIN RANCH, 11490 Pioneer Way, Tustin 92782	Notifier	Sys 500	Y	\$410.00	\$110.00
Fire Station - 45 SANTA MARGARITA, 30131 Aventura, Rancho Santa Marg. 92688	Simplex	4001	Y	\$410.00	\$110.00
Fire Station - 46 STANTON, 7871 Pacific Street, Stanton 90680	Silent Knight	5808	Y	\$410.00	\$110.00
Fire Station - 47 SHADY CANYON, 47 Fossil, Irvine 92603	Honeywell	IFP-100	Y	\$500.00	\$135.00
Fire Station - 48 SEAL BEACH 3131 N. Gate Rd, Seal Beach 90740	Bosch	FPD7024	Y	\$500.00	\$135.00
Fire Station - 49 BEAR BRAND, 31461 St. of Golden Lantern, Laguna Niguel 92677	Radionics	D7212	Y	\$410.00	\$110.00
Fire Station - 50 SAN CLEMENTE, 670 Camino de Los Mares, San Clemente 92673	Radionics	D2017	Y	\$410.00	\$110.00
Fire Station - 51 IRVINE SPECTRUM, 18 Cushing, Irvine 92	Notifier	AFP-200	Y	\$410.00	\$110.00
Fire Station - 53 YORBA LINDA, 25415 E. La Palma, Yorba Linda 92887	Simplex	4100	Y	\$410.00	\$110.00
Fire Station - 54 FOOTHILL RANCH, 19811 Pauling Ave, Lake Forest 92610	Radionics	D2071	Y	\$410.00	\$110.00
Fire Station - 55 ORCHARD HILLS, 4955 Portola Parkway, Irvine 92620	Honeywell	MS-9200 UDLS	Y	\$635.00	\$200.00
Fire Station - 56 RANCHO MISSION VIEJO, 56 Sendero Way, Rancho Mission Viejo 92694	Silent Knight	5808	Y	\$635.00	\$200.00
Fire Station - 57 ALISO VIEJO, 57 Journey, Aliso Viejo 92656	Radionics	D8112	Y	\$500.00	\$135.00
Fire Station - 58 LADERA RANCH, 58 Station Way, Ladera Ranch 92694	Honeywell	MS-9200 UDLS	Y	\$635.00	\$200.00
Fire Station - 59 SAN CLEMENTE, 48 Avenida La Pata, San Clemente 92673	Silent Knight	5820XL	Y	\$410.00	\$110.00
Fire Station - 60 SAN CLEMENTE, 121 Avenida Victoria, San Clemente 92672	Bosch	FPD7024	Y	\$410.00	\$110.00
Fire Station - 61 BUENA PARK, 7440 La Palma Ave, Buena Park 90620	Honeywell	5820xl	Y	\$635.00	\$200.00

EXHIBIT "N" - INSPECTION/ TESTING SHEET
RO2644- Fire Alarm and Sprinkler Inspection and Testing

Fire Station - 64 WESTMINSTER #1, 7351 Westminster Blvd., Westminster 92683	Mirtone	7200	N	\$410.00	
Fire Station - 65 WESTMINSTER #3, 6061 Hefley St., Westminster 92683	Radionics	D7212	N	\$410.00	
Fire Station - 66 WESTMINSTER #2, 15061 Moran St., Westminster 92683	Radionics	2071A	Y	\$300.00	\$110.00
Fire Station - 67 RANCHO MISSION VIEJO, 31544 Cow Camp Rd., RMV 92694			Y	\$410.00	\$110.00
Fire Station - 71 SANTA ANA, 1029 West 17th Street, Santa Ana 92706	Silent Knight	5104	Y	\$635.00	\$200.00
Fire Station - 79 SANTA ANA, 1320 East Warner, Santa Ana 92705	Simplex	4006	Y	\$410.00	\$110.00
Fire Station - 86 GARDEN GROVE, 12232 West St., Garden Grove 92840	Mircom	FX-350-126dr	Y	\$635.00	\$200.00
RFOTC - Bldg A, 1 Fire Authority Road, Irvine, 92602	Notifier	NFS640	Y	\$1,100.00	\$540.00
RFOTC - Bldg B, 1 Fire Authority Road, Irvine, 92602 (With Annual Deluge System)	Notifier	NFS640	Y	\$2,020.00	\$2,280.00
RFOTC - Bldg C, 1 Fire Authority Road, Irvine, 92602	Notifier	NFS640	Y	\$1,270.00	\$750.00
RFOTC - Bldg D, 1 Fire Authority Road, Irvine, 92602	Notifier	NFS640	Y		\$485.00
RFOTC - Bldg F, 1 Fire Authority Road, Irvine, 92602 (Fire Pump Annual Only)	Notifier	NFS640	Y		\$960.00
RFOTC - Campus-Wide, 1 Fire Authority Road, Irvine, 92602 (Fire Hydrants Annual Only)	Notifier	NFS640	Y		\$400.00
TOTAL ANNUAL TESTING COST (Please enter this amount in Line 1 of Exhibit J)				\$ 40,715.00	

yellow highlight is annual sprinkler cost

\$29,590.00 \$11,125.00

green highlight is annual deluge cost

\$40,715.00

blue highlight is annual fire pump cost

orange highlight is annual fire hydrant cost



**REQUEST FOR BEST AND FINAL OFFER
RFP RO2644 – FIRE ALARM
MONITORING, INSPECTION, AND REPAIR SERVICES**

**DATE BEST AND FINAL OFFERS REQUESTED: DECEMBER 7, 2023
DUE DATE FOR BEST AND FINAL OFFER: DECEMBER 14, 2023 AT 11:00 A.M.**

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

As a result of the informational meeting conducted on December 7, 2023, OCFA is requesting additional consideration on the following items:

Please provide Best and Final Offers for the attached files as provided:

- **RO2644 – Exhibit J BAFO**
- **EXHIBIT M – Monitored Stations BAFO**
- **EXHIBIT N – Inspection and Testing BAFO**
 - o **Provide pricing as specified in RFP with complete 5-year certifications and inspections as described.**

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

The BAFO must be received by the Orange County Fire Authority - Purchasing Section no later than the deadline specified above. Please submit your response to this request via e-mail to: rothchildong@ocfa.org. The Best and Final Offer will further assist in making our final recommendation.

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

Best Regards,

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

EXHIBIT J: PRICING PAGE (BAFO)

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. SCHEDULED INSPECTIONS AND TESTING		
Quantity/Description	Unit Price	Ext. Total
Total cost of monitoring, inspections, and testing for all Stations as identified in Exhibits "M" and "N"	Labor: _____	Monthly Cost: <u>\$2,015.00 Monitoring</u>
Amount from Exhibit "M": <u>\$24,180.00</u>	Materials: <u>0</u>	Annual Cost:
Amount from Exhibit "N": <u>\$84,350.00</u>	Overhead: <u>0</u>	<u>\$108,530.00</u> Inspections & Monitoring
2. MONTHLY MONITORING SERVICES		
Quantity/Description	Unit Price	Ext. Total
Monthly monitoring of one system with cellular connection	Labor: <u>0</u>	\$65 per month
	Materials: <u>0</u>	
	Overhead: <u>0</u>	
3. MONTHLY MONITORING SERVICES		
Quantity/Description	Unit Price	Ext. Total
Monthly monitoring of one system with landline connection	Labor: <u>0</u>	\$35 per month
	Materials: <u>0</u>	
	Overhead: <u>0</u>	

4. REPROGRAMMING/STARTUP

Quantity/Description	Unit Price	Ext. Total
Reprogramming/Initial startup to connect one monitored site to Contractor's monitoring system	Labor: <u>0</u> Materials: <u>0</u> Overhead: <u>0</u>	0

5. REPLACE SPRINKLER HEADS

Quantity/Description	Unit Price	Ext. Total
Replace (10) sprinkler heads. (ceiling height of approx.. 14ft)	Labor: <u>\$180/hour + \$95 dispatch fee</u> Materials: <u>\$20</u> Overhead: <u>10%</u>	\$1,015.00

6. HORN STROBE

Quantity/Description	Unit Price	Ext. Total
Replace one horn strobe	Labor: <u>\$160/hour + \$95 dispatch fee</u> Materials: <u>\$110.00</u> Overhead: <u>10%</u>	\$365.00

7. HEAT DETECTORS

Quantity/Description	Unit Price	Ext. Total
Test and replace two heat detectors. (standard 10ft ceiling height)	Labor: <u>\$160/hour + \$95 dispatch fee</u> Materials: <u>\$45.00</u> Overhead: <u>10%</u>	\$505.00

<i>Attach Additional Sheets if Necessary</i>	Unit Price	Brief Description
Standard Labor Rates (Prevailing Wages)		
- Position 1 (Classification)	\$160/hr	Fire Alarm Technician
- Position 2 (Classification)	\$180/hr	Sprinkler Fitter
- Position 3 (Classification)		
- Position 4 (Classification)		
Overtime Labor Rates (Prevailing Wages)		
- Position 1 (Classification)	\$208/hr	Fire Alarm Technician
- Position 2 (Classification)	\$239/hr	Sprinkler Fitter
- Position 3 (Classification)		
- Position 4 (Classification)		
Travel/Trip Charge	\$95	
Minimum Call-Out		3-hour min Fire Alarm Tech & 4-hour min Sprinkler Fitter
Markup/Discount of Parts List Pricing	25%	
Materials	TBD	
Other		

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.

BEST AND FINAL PRICING PAGE

1. Any additional information you would like OCFA to consider.

TO THE ORANGE COUNTY FIRE AUTHORITY:

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



12/8/23

Signature of Person Authorized to Sign

Date

Dario Canizalez

CFO

Printed Name

Title

RO2644 - EXHIBIT "M" BAFO**OCFA Fire Stations with Monitoring**

Station Number	Address	Data Type	Monthly Monitoring Cost	Annual Total
2	3642 Green Ave., Los Alamitos 90720	Landline	\$ 35	\$ 420
4	#2 California Ave., Irvine 92612	Landline	\$ 35	\$ 420
5	23600 Pacific Island Dr., Laguna Niguel 92677	Landline	\$ 35	\$ 420
6	3180 Barranca Pkwy., Irvine 92606	Landline	\$ 35	\$ 420
7	31865 Del Obispo, SJC 92675 (Reserves)	Landline	\$ 35	\$ 420
8	10631 Skyline Dr., Santa Ana 92705	Landline	\$ 35	\$ 420
9	#9 Shops at Mission Viejo, Mission Viejo 92691	Landline	\$ 35	\$ 420
14	SILVERADO, P. O. BOX 12, Silverado 92676 (Reserves)	Cellular	\$ 65	\$ 780
15	27172 Silverado Canyon Rd., Silverado 92676	Landline	\$ 35	\$ 420
16	28891 Modjeska Canyon Road, Silverado 92676 (Reserves)	Cellular	\$ 65	\$ 780
17	4991 Cerritos Ave., Cypress 90630	Landline	\$ 35	\$ 420
19	23022 El Toro Rd., Lake Forest 92630	Landline	\$ 35	\$ 420
20	450 Corsair, Irvine 92618	Cellular	\$ 65	\$ 780
21	1241 Irvine Blvd., Tustin 92780	Landline	\$ 35	\$ 420
22	24001 Paseo de Valencia, Laguna Hills 92637	Landline	\$ 35	\$ 420
26	4691 Walnut Ave., Irvine 92604 (Reserves)	Landline	\$ 35	\$ 420
27	12400 Portola Springs, Irvine 92618	Landline	\$ 35	\$ 420
28	17862 Gillette Ave., Irvine 92614	Landline	\$ 35	\$ 420
29	26111 Victoria Blvd., Dana Point 92624	Landline	\$ 35	\$ 420
30	23831 Stonehill Drive, Dana Point 92629	Landline	\$ 35	\$ 420
31	22426 Olympiad Rd., Mission Viejo 92692 (Reserves)	Landline	\$ 35	\$ 420
32	20990 Yorba Linda Blvd., Yorba Linda 92887 (Reserves)	Cellular	\$ 65	\$ 780
36	301 E. Yale Loop, Irvine 92604	Landline	\$ 35	\$ 420
37	15011 Kensington Park Drive, Tustin 92780	Landline	\$ 35	\$ 420
38	26 Parker, Irvine 92618	Landline	\$ 35	\$ 420
39	24241 Avila Road, Laguna Niguel 92677	Landline	\$ 35	\$ 420
40	25082 Vista del Verde, Coto de Caza 92679	Cellular	\$ 65	\$ 780
41	3900 West Artesia Ave, Fullerton 92833 (Reserves)	Landline	\$ 35	\$ 420
42	19150 Ridgeline Road, Lake Forest 92679	Landline	\$ 35	\$ 420
43	11490 Pioneer Way, Tustin 92782	Landline	\$ 35	\$ 420
46	7871 Pacific Street, Stanton 90680	Landline	\$ 35	\$ 420
47	47 Fossil, Irvine 92603	Landline	\$ 35	\$ 420
48	3131 N. Gate Rd, Seal Beach 90740	Landline	\$ 35	\$ 420
49	31461 St. of Golden Lantern, Laguna Niguel 92677	Landline	\$ 35	\$ 420
50	670 Camino de Los Mares, San Clemente 92673	Landline	\$ 35	\$ 420
51	18 Cushing, Irvine 92	Landline	\$ 35	\$ 420
53	25415 E. La Palma, Yorba Linda 92887	Cellular	\$ 65	\$ 780
54	19811 Pauling Ave, Lake Forest 92610	Landline	\$ 35	\$ 420
55	4955 Portola Parkway, Irvine 92620	Landline	\$ 35	\$ 420
56	56 Sendero Way, Rancho Mission Viejo 92694	Cellular	\$ 65	\$ 780
57	57 Journey, Aliso Viejo 92656	Landline	\$ 35	\$ 420
58	58 Station Way, Ladera Ranch 92694	Landline	\$ 35	\$ 420
59	48 Avenida La Pata, San Clemente 92673	Landline	\$ 35	\$ 420
60	121 Avenida Victoria , San Clemente 92672	Landline	\$ 35	\$ 420
61	7440 La Palma Ave, Buena Park 90620	Cellular	\$ 65	\$ 780

64	7351 Westminster Blvd., Westminster 92683	Landline	\$ 35	\$ 420
65	6061 Hefley St., Westminster 92683	Landline	\$ 35	\$ 420
67	31544 Cow Camp Rd, Rancho Mission Viejo 92694	Cellular	\$ 65	\$ 780
86	12232 West St, Garden Grove 92840	Cellular	\$ 65	\$ 780
Total Amount			\$ 2,015.00	\$ 24,180.00

BAFO EXHIBIT "N" - INSPECTION/ TESTING SHEET
RO2644- Fire Alarm and Sprinkler Inspection and Testing

and Testing Services

Station Number and Location	Alarm Manufacturer	Model Number	Sprinklers?	Annual Fire Alarm Inspection and Testing	California Title 19 5-Year Sprinkler Certification
Fire Station - 2 LOS ALAMITOS, 3642 Green Ave., Los Alamitos 90720	Radionics	D7212	N	\$375.00	
Fire Station - 4 UNIVERSITY, #2 California Ave., Irvine 92612	Radionics	D7212	N	\$520.00	
Fire Station - 5 LAGUNA NIGUEL, 23600 Pacific Island Dr., Laguna Niguel 92677	Simplex	4002	Y	\$635.00	\$1,495.00
Fire Station - 6 IRVINE, 3180 Barranca Pkwy., Irvine 92606	Notifier	Sys 500	Y	\$375.00	\$1,135.00
Fire Station - 7 SAN JUAN CAPISTRANO, 31865 Del Obispo, SJC 92675 (Reserves)	Radionics	D7212	N	\$410.00	
Fire Station - 8 SKYLINE, 10631 Skyline Dr., Santa Ana 92705	Simplex	4246-1	N	\$375.00	
Fire Station - 9 SO. MISSION VIEJO, #9 Shops at Mission Viejo, Mission Viejo 92691	Radionics	D7412	N	\$520.00	
Fire Station - 14 SILVERADO, P. O. BOX 12, Silverado 92676 (Reserves)	Simplex	4001	Y	\$375.00	\$1,135.00
Fire Station - 15 SILVERADO (USFS), 27172 Silverado Canyon Rd., Silverado 92676	Edwards	io64	N	\$520.00	
Fire Station - 16 MODJESKA, 28891 Modjeska Canyon Road, Silverado 92676 (Reserves)	Simplex	4246-1	N	\$375.00	
Fire Station - 17 TRI-CITIES, 4991 Cerritos Ave., Cypress 90630	Silent Knight	5700	N	\$835.00	
Fire Station - 19 LAKE FOREST, 23022 El Toro Rd., Lake Forest 92630	Honeywell	SK5208	Y	\$375.00	\$945.00
Fire Station - 20 IRVINE, 450 Corsair, Irvine 92618	Siemens	FC901-U3	Y	\$635.00	\$1,050.00
Fire Station - 21 TUSTIN, 1241 Irvine Blvd., Tustin 92780	Radionics	D7212	Y	\$500.00	\$790.00
Fire Station - 22 LAGUNA HILLS, 24001 Paseo de Valencia, Laguna Hills 92637	Notifier	AFP-400	Y	\$500.00	\$1,135.00
Fire Station - 26 VALENCIA, 4691 Walnut Ave., Irvine 92604 (Reserves)	Radionics	D7212	N	\$410.00	
Fire Station - 27 PORTOLA SPRINGS, 12400 Portola Springs, Irvine 92618	Honeywell	5820XL	Y	\$410.00	\$790.00
Fire Station - 28 IRV. INDUSTRIAL, 17862 Gillette Ave., Irvine 92614	FireLite	Sensiscan 2000	Y	\$410.00	\$1,135.00
Fire Station - 29 DOHENY, 26111 Victoria Blvd., Dana Point 92624	Honeywell	5820XL	Y	\$410.00	\$790.00
Fire Station - 30 NIGUEL, 23831 Stonehill Drive, Dana Point 92629	Edwards	FireShield	N	\$520.00	
Fire Station - 31 NO. MISSION VIEJO, 22426 Olympiad Rd., Mission Viejo 92692 (Reserves)	Simplex	4001	Y	\$410.00	\$1,135.00
Fire Station - 32 EAST YORBA LINDA, 20990 Yorba Linda Blvd., Yorba Linda 92887 (Reserves)	Aames		Y	\$410.00	\$790.00
Fire Station - 36 WOODBRIDGE, 301 E. Yale Loop, Irvine 92604	Faraday	FireWatch XVI	Y	\$410.00	\$1,135.00
Fire Station - 37 TUSTIN, 15011 Kensington Park Drive, Tustin 92780	Silent Knight	5808	Y	\$635.00	\$790.00
Fire Station - 38 IRVINE, 26 Parker, Irvine 92618	Bosch	D7412GV	Y	\$635.00	\$945.00
Fire Station - 39 NO. LAGUNA NIGUEL, 24241 Avila Road, Laguna Niguel 92677	Honeywell	5820XL	Y	\$410.00	\$790.00
Fire Station - 40 COTO DE CAZA, 25082 Vista del Verde, Coto de Caza 92679	Mircom		Y	\$635.00	\$1,135.00
Fire Station - 41 FULLERTON AIRPORT, 3900 West Artesia Ave, Fullerton 92833 (Reserves)	Honeywell	XRFSCS	Y	\$410.00	\$1,250.00
Fire Station - 42 PORTOLA HILLS, 19150 Ridgeline Road, Lake Forest 92679	Simplex	4001	Y	\$410.00	\$790.00
Fire Station - 43 TUSTIN RANCH, 11490 Pioneer Way, Tustin 92782	Notifier	Sys 500	Y	\$410.00	\$790.00
Fire Station - 45 SANTA MARGARITA, 30131 Aventura, Rancho Santa Marg. 92688	Simplex	4001	Y	\$410.00	\$790.00
Fire Station - 46 STANTON, 7871 Pacific Street, Stanton 90680	Silent Knight	5808	Y	\$410.00	\$945.00
Fire Station - 47 SHADY CANYON, 47 Fossil, Irvine 92603	Honeywell	IFP-100	Y	\$500.00	\$790.00
Fire Station - 48 SEAL BEACH 3131 N. Gate Rd, Seal Beach 90740	Bosch	FPD7024	Y	\$500.00	\$790.00
Fire Station - 49 BEAR BRAND, 31461 St. of Golden Lantern, Laguna Niguel 92677	Radionics	D7212	Y	\$410.00	\$1,135.00
Fire Station - 50 SAN CLEMENTE, 670 Camino de Los Mares, San Clemente 92673	Radionics	D2017	Y	\$410.00	\$1,135.00
Fire Station - 51 IRVINE SPECTRUM, 18 Cushing, Irvine 92	Notifier	AFP-200	Y	\$410.00	\$790.00
Fire Station - 53 YORBA LINDA, 25415 E. La Palma, Yorba Linda 92887	Simplex	4100	Y	\$410.00	\$790.00
Fire Station - 54 FOOTHILL RANCH, 19811 Pauling Ave, Lake Forest 92610	Radionics	D2071	Y	\$410.00	\$790.00
Fire Station - 55 ORCHARD HILLS, 4955 Portola Parkway, Irvine 92620	Honeywell	MS-9200 UDLS	Y	\$635.00	\$790.00
Fire Station - 56 RANCHO MISSION VIEJO, 56 Sendero Way, Rancho Mission Viejo 92694	Silent Knight	5808	Y	\$635.00	\$790.00
Fire Station - 57 ALISO VIEJO, 57 Journey, Aliso Viejo 92656	Radionics	D8112	Y	\$500.00	\$1,330.00

BAFO EXHIBIT "N" - INSPECTION/ TESTING SHEET
RO2644- Fire Alarm and Sprinkler Inspection and Testing

Fire Station - 58 LADERA RANCH, 58 Station Way, Ladera Ranch 92694	Honeywell	MS-9200 UDLS	Y	\$635.00	\$1,510.00
Fire Station - 59 SAN CLEMENTE, 48 Avenida La Pata, San Clemente 92673	Silent Knight	5820XL	Y	\$410.00	\$1,250.00
Fire Station - 60 SAN CLEMENTE, 121 Avenida Victoria, San Clemente 92672	Bosch	FPD7024	Y	\$410.00	\$790.00
Fire Station - 61 BUENA PARK, 7440 La Palma Ave, Buena Park 90620	Honeywell	5820xl	Y	\$635.00	\$1,350.00
Fire Station - 64 WESTMINSTER #1, 7351 Westminster Blvd., Westminster 92683	Mirtone	7200	N	\$410.00	
Fire Station - 65 WESTMINSTER #3, 6061 Hefley St., Westminster 92683	Radionics	D7212	N	\$410.00	
Fire Station - 66 WESTMINSTER #2, 15061 Moran St., Westminster 92683	Radionics	2071A	Y	\$300.00	\$790.00
Fire Station - 67 RANCHO MISSION VIEJO, 31544 Cow Camp Rd., RMV 92694			Y	\$410.00	\$1,250.00
Fire Station - 71 SANTA ANA, 1029 West 17th Street, Santa Ana 92706	Silent Knight	5104	Y	\$635.00	\$945.00
Fire Station - 79 SANTA ANA, 1320 East Warner, Santa Ana 92705	Simplex	4006	Y	\$410.00	\$790.00
Fire Station - 86 GARDEN GROVE, 12232 West St., Garden Grove 92840	Mircom	FX-350-126dr	Y	\$635.00	\$1,350.00
RFOTC - Bldg A,1 Fire Authority Road, Irvine, 92602	Notifier	NFS640	Y	\$1,100.00	\$2,570.00
RFOTC - Bldg B,1 Fire Authority Road, Irvine, 92602 (With Annual Deluge System)	Notifier	NFS640	Y	\$2,020.00	\$4,850.00
RFOTC - Bldg C,1 Fire Authority Road, Irvine, 92602	Notifier	NFS640	Y	\$1,270.00	\$2,570.00
RFOTC - Bldg D,1 Fire Authority Road, Irvine, 92602	Notifier	NFS640	Y		\$2,570.00
RFOTC - Bldg F,1 Fire Authority Road, Irvine, 92602 (Fire Pump Annual Only)	Notifier	NFS640	Y		\$960.00
RFOTC - Campus-Wide,1 Fire Authority Road, Irvine, 92602 (Fire Hydrants Annual Only)	Notifier	NFS640	Y		\$400.00
TOTAL ANNUAL TESTING COST (Please enter this amount in Line 1 of Exhibit J)				\$ 84,350.00	
Building B 5 year sprinkler price includes deluge inspection				\$29,590.00	\$54,760.00
Building F is fire pump only					\$84,350.00

SCOPE OF WORK

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 multiple contracts for fire alarm monitoring, inspection, maintenance, and repair services on an as-needed basis. The successful contractor(s) will provide fire alarm monitoring, inspection, maintenance, and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain fire alarm systems of OCFA's seventy-eight (78) fire stations and the RFOTC and US&R warehouse. The list of Fire Stations and addresses are provided as Exhibit M.

2.2 OBJECTIVES

The OCFA is seeking proposals from qualified contractors to provide inspection, and maintenance, and monitoring of fire alarm systems including, monitoring systems, extinguishing devices, electrical and related equipment in a timely, cost-effective, compliant manner. Various types of fire alarm systems are located throughout Orange County and are owned and operated by the Orange County Fire Authority. The selected contractor will work directly with OCFA Property Management for services at its headquarters located at 1 Fire Authority Road, Irvine, CA 92602, and for fire stations and other properties. 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.

The intent of this solicitation is to award an agreement to the offeror who proposes to provide and deliver inspection, 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 apparatus bay door and gate maintenance and repair services.

2.3.2 Contractor must possess a valid California **C-16** 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-16 - Fire Protection Contractor

A Fire protection contractor lays out, fabricates and installs all types of fire protection systems; including all the equipment associated with these systems, excluding electrical alarm systems.

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 regular performance reviews on a regular basis to evaluate the levels of service and quality provided.

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

Contract Manager:

- David Nickols, OCFA Facilities Maintenance Manager, (714) 573-6475, cell (714) 380-1176 and email: davidnickols@ocfa.org
- Patrick Bauer, OCFA Construction and Facilities Division Manager, (714) 573-6471, patrickbauer@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, and system monitoring in general terms. The detailed specifications required will be based on the particular requirements at the time of 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 repair and maintenance items or issues that may need attention:

- Alarm sensors not calibrated
- Incorrect detector types
- Faulty wiring
- Multiple false alarms
- Inconsistent signals
- 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 fire alarm system inspection, maintenance, and monitoring services in a timely, cost-effective, compliant manner. These services must include, but are not limited to: automatic sprinkler tests, hose station inspections, regular fire alarm system monitoring, and fire alarm system tests, including California Fire Code Standards and other federal and state standards at the locations specified on **Attachment "A"**. Fire alarm systems are located throughout Orange County and are owned and operated by the Orange County Fire Authority.

2.5.2.2 Contractor will provide OCFA with fire alarm system inspection and maintenance, automatic sprinkler inspection, testing and maintenance, hose station inspection and maintenance, and fire alarm system testing and maintenance.

2.5.2.3 Contractor must coordinate all tests with the regional, state and/or federal enforcement agencies and provide maintenance and repair services that conform to all current applicable local, state and national codes and regulations, including, but not limited to:

- Uniform/International Fire Code Standards

- California Fire Code Standards
- National Electrical Code
- California Code of Regulations Title 19 and 24 (If applicable)
- National Fire Protection Agency Code

2.5.2.4 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.

2.5.2.5 A list of fire alarm systems with basic information is covered under the contract is included in **Attachment "A"**.

- The Facilities contain a variety of fire alarm systems installed which will require scheduled maintenance set forth in Attachment "A".
- OCFA has various types of existing fire alarms systems with remote sensors capable of sending and receiving alarm activity to and from annunciation and supervised systems. System types include but not limited to: Simplex, Radionix, Silent Knight, Pyrotronics and other manufacturers with California State Fire Marshal equipment listings. Equipment includes enunciator, smoke and heat detectors, manual initiating devices, flow switch, audible and visual devices, supervisory devices, automatic dialers/communicators, etc.
- OCFA has some sites with landline connections and some with cellular. System connections will vary by location.
- There are currently 49 sites requiring monitoring services with plans to add additional sites.
- Many of OCFA's older and smaller stations have local non-supervised smoke detectors while some of the newer larger stations have zoned systems supervised by our Emergency Communications Center in the City of Irvine. This central station monitoring system is a Radionix D6600 series (Bosch Ready Key) with an integrated account management system.
- For new system installations in existing buildings, the contractor is responsible to design, plan and install equipment and wiring including control panels, remote devices and any electrical feed needed for the new system as approved by OCFA Property Management.
- As-Built drawings will be submitted for any facility changes at the completion of all projects where new equipment and/or wiring changes are made.

2.5.3 GENERAL REQUIREMENTS:

2.5.3.1 All testing performed on fire alarm systems; associated piping, monitoring systems, or extinguishing systems 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 Tests of systems or devices regulated herein must be conducted at least every five years or when an inspection indicates that there is reason to believe that the system or device would fail to operate properly in an emergency.

- 2.5.3.3** 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.
- 2.5.3.4** Technicians must be familiar with and certified by the equipment manufacturer in installation, troubleshooting and testing of related systems. Inspectors must be familiar with and certified by the equipment manufacturer to perform the full testing procedure for the particular system or device being tested.
- 2.5.3.5** Technicians must follow all service, repair, maintenance installation requirements of Title 19 and 24 of the California Code of Regulations, any applicable referenced NFPA Standards, and manufacturer's recommendations for devices.
- 2.5.3.6** 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.
- 2.5.3.7** The Property Management Department must be notified at least three (3) working days in advance of the performance of required tests to allow a representative to witness the test as required.
- 2.5.3.8** At the conclusion of each test, the Property Management Section must be notified of fire-protection equipment that was determined to be inoperative. The vendor shall provide the Property Management Section with recommended repairs and replacements.
- 2.5.3.9** The service order must be signed by an authorized OCFA employee before contractor leaves the work site in order to explain the completion or suspension of work. If no OCFA point of contact is present, please call David Nickols at (714) 380-1176 or Property Management at (714) 573-6470.
- 2.5.3.10** When the fire-protection equipment is operative, the owner or the owner's agent shall certify its condition to the Property Management section in writing.
- 2.5.3.11** Contractor must provide all necessary materials for proper separation, containerization, handling, treatment, storage, transport and disposal of materials collected, including all safety and safety testing equipment.
- 2.5.3.12** Contractor must provide all other materials, not specifically described but required for any requested work performed.
- 2.5.3.13** All equipment used in the performance of the service, repair, maintenance and installation of Fire Alarm systems must be listed by the California State Fire Marshal office.
- 2.5.3.14** 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:

2.5.4 INSPECTION AND TEST PROCEDURES FOR AUTOMATIC SPRINKLER SYSTEM:

- 2.5.4.1** OCFA must be notified before supervised systems are tested.
- 2.5.4.2** Inspect 100% of all Fire Sprinkler Systems each year to include, but not be limited to the following:

1. Post Indictors valve
2. Water Flow Devices
3. Tamper Devices
4. Control Valve Devices
5. Pressure Devices
6. Sprinkler Heads
7. Piping
8. Bracing

2.5.4.3 Test 100% of all Fire Sprinkler Systems each year to include, but not be limited to the following:

1. Water Flow Devices
2. Tamper Devices
3. Pressure Devices
4. Sprinkler Heads
5. Piping
6. Control Valve Devices

2.5.4.4 Inlet connections shall be back-flowed from the check valve to the inlet by disassembling the check valve or blocking the check valve open so that water will back-flow out of the fire department inlet connections.

2.5.4.5 Fire department inlet connections and outlets shall be equipped with approved plugs or caps.

2.5.4.6 For wet system alarm testing only, the inspector's test valve shall be opened to test the alarm bell response. When fully opened, the response shall occur within five minutes. When conducting such a test on a dry-pipe, pre-action or deluge system, use the alarm test line.

2.5.4.7 An approved test gage shall be connected at the test gage opening to test the reliability of the existing gages.

2.5.4.8 Control valves shall be closed and reopened to assure their ability to operate.

2.5.4.9 Pressures shall be observed with the main drain valve closed, and wide open for flow testing. Upon closing the main drain valve, an observation shall be made to determine how quickly pressure is restored to indicate if there are closed valves or obstructions in water supply lines.

2.5.4.10 Dry-pipe, pre-action and deluge systems shall be trip tested annually in accordance with nationally recognized standards.

2.5.5 HOSE STATION INSPECTION:

2.5.5.1 Inlet connections shall be back-flowed so that water will back-flow out of the fire department inlet connections.

2.5.5.2 The full length of hose sections shall be examined for mildew, cuts, abrasions and other deterioration. The hose shall be replaced with listed lined hose as needed. Hose couplings, gaskets and nozzle shall be checked for damage and obstructions.

2.5.6 SMOKE DETECTOR INSPECTION:

2.5.6.1 Clean all smoke and/or duct detectors once a year. Follow the manufactures instructions in cleaning and testing smoke and/or duct detectors. Cleaning shall involve the use of vacuuming; static free compressed air and a cleaning chemical/wash for each detector.

2.5.7 FIRE ALARM SYSTEM TESTING:

2.5.7.1 Fire alarm system testing shall be completed in accordance with California Fire Code Standards and other nationally recognized standards.

2.5.7.2 Test and Inspect 100% of all fire alarm system components each calendar year to include, but not limited to, the following:

1. Fire Alarm Control Panel
2. Smoke and Duct Detectors
3. Heat Detectors
4. Manual Pull Stations
5. Audible Devices
6. Visual Devices
7. HVAC and smoke systems
8. Battery backup
9. Annunciators
10. Dialers
11. Independent Power Supplies
12. Tamper Switches
13. Post Indictors valves
14. Monitor Modules
15. Control Modules
16. Relays

2.5.7.3 Testing must be provided at the end of the testing a certification for the system and tag the system as required.

2.5.7.4 A list and cost estimate must be provided to the Orange County Fire Authority Property Management Section for the repairs that are required for certification of the system.

2.5.7.5 A list of deficiencies and estimated costs must be provided for all other repairs to the system.

2.5.8 RFOTC FIRE ALARM SYSTEM INSPECTION:

2.5.8.1 The system shall be inspected one (1) time during each agreement year. Each inspection shall include test of circuitry for continuity, adequate insulation and of components for proper functioning condition. Contractor will complete the inspection at the following locations:

- Building A
- Building B
- Building C
- Building D

2.5.8.2 Title 19 Quarterly Automatic Fire Sprinkler Systems Inspections

The system shall be inspected four (4) times during each agreement year. Contractor will flow all fire hydrants one (1) time during each agreement year. The scope of work performed during a quarterly inspection is in compliance with the State Fire Marshal's requirements set forth in Title 19, Article 4, Section 804. Contractor will complete these inspections at the following locations:

- Building A
- Building B
- Building C

2.5.8.3 Annual Fire Pump

Contractor shall perform the required annual fire pump inspection. Contractor will perform the annual flow test of the pump assembly to determine its ability to continue to attain satisfactory performance at shutoff, rated flow, and peak loads. Annual flow tests allow for year by year comparisons of pump performance. Contractor will complete this inspection at the following location:

- Building F

2.5.8.4 Pre-action Sprinkler System Inspections

Contractor shall perform the annual trip test of the Deluge Systems located on the 1st and 2nd floor in Building B. The detection and controls will be tested in conjunction with the trip test (see annual fire alarm inspection).

- Building B

2.5.8.5 Annual Fire Hydrant Flow Test

Contractor shall perform the annual flow test of the fire hydrants to ensure proper functioning. Each hydrant will be flowed to allow debris to clear. Contractor will complete these tests campus-wide.

2.5.9 MAINTENANCE REQUESTS:

2.5.9.1 Contractor must be equipped and licensed to perform system maintenance on fire alarm systems, monitoring systems, and related equipment.

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.

2.5.10 MONITORING SERVICES:

2.5.10.1 Contractor must be equipped and licensed to perform regular, continuous fire alarm system monitoring.

2.5.10.2 OCFA currently has 49 sites requiring monitoring services with plans to add more sites as systems are upgraded.

2.5.11 REPORTING/RECORD KEEPING:

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

2.5.11.2 Submit a copy of the PASS/FAIL test results electronically to the OCFA Facilities Manager, David Nickols, within 72 hours after each test is conducted. The PASS/FAIL test results are a summary of the overall results of each test. Submit the final test report demonstrating compliance within 14 calendar days of the date when all tests were passed. The test report must include all the required records of all tests performed, test data, the location being tested, the equipment tested, the company performing the tests, a statement whether the system or component tested meets the required standards, and the name and signature of the person responsible for conducting the tests.

2.5.11.3 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 and cell (714) 380-1176.

2.5.12 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.

2.5.13 PROGRAM SCHEDULE:

- 2.5.13.1** Contractor must prepare and submit a testing schedule for review and approval within fourteen (14) calendar days after award of contract.
- 2.5.13.2** 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.
- 2.5.13.3** Contractor must prepare and submit a revised schedule within five (5) working days after request.
- 2.5.13.4** 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.
- 2.5.13.5** Individual tests will be scheduled for any new equipment as they are added.
- 2.5.13.6** 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.

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 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.



Orange County Fire Authority **AGENDA STAFF REPORT**

**Executive Committee Meeting
January 25, 2024**

**Agenda Item No. 2E
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 agenda item is submitted for authorization to bind aviation insurance coverage for the Orange County Fire Authority's (OCFA) 2 newly acquired FireHawks. This coverage is in addition to the existing aviation insurance coverage for OCFA's current helicopters.

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 February 2024, to February 2025, with a premium of \$715,411 (with the precise date of the policy period to match the date that OCFA takes delivery of the FireHawks).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Sufficient funds are included in the current FY 2023/24 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 and two FireHawks. 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. Each Firehawk will have a \$500K hull deductible. This aviation insurance policy for the FireHawks provides the same level of coverage and deductibles as OCFA purchases for the Bell helicopters, and the annual cost of \$715,411 is less than the \$800,000 estimate that staff presented to the Board when the Board approved the purchase of the FireHawks.

Aviation renewal for the Firehawk helicopters will now be each February following their delivery. The Bell helicopters will continue to renew each June. The policies may be combined in the future if the market conditions become more favorable to do so.

Attachment

None.



REVISED 1/24/2024

Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 25, 2024

Agenda Item No. 2F
Consent Calendar

Award of RFP# SK2595 Armed Physical Security Services

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Patrick Bauer, Property Manager
Logistics Department

patrickbauer@ocfa.org

714.573.6421

Summary

This agenda item is submitted for approval to award an agreement for Armed Physical Security Services to Universal Protection Service, LP dba Allied Universal Security Services (Allied) in the amount of \$495,000 annually, the top ranked proposer resulting from Request for Proposals (RFP) SK2595.

Prior Board/Committee Action

On January 12, 2022, the Budget and Finance Committee reviewed the agenda item proposing award of a service agreement with the Orange County Sheriff's Department for providing armed physical security and security management services resulting from RFP RO2480a, and directed staff to place the agreement on the Board of Directors agenda for approval. At their meeting on January 27, 2022, the Board Chair created the Security Ad Hoc Committee, resulting from the Board's request that OCFA's security needs be studied to determine a broader organization-wide approach to security, and provide recommendations for consideration by the Board of Directors. In addition, the Board authorized extension of the current security services contract with Allied while the Security Ad Hoc Committee completes its work.

On July 6, 2022 the Security Ad Hoc Committee, by a 6-0 vote (Director Rossini absent), directed staff to prepare an agenda staff report for consideration by the Budget and Finance Committee recommending that the Board of Directors award a professional services contract to the Orange County Sheriff Security Bureau for armed security guard services at RFOTC and security management services, authorize staff to increase expenditures in the FY 2022/23 Adopted General Fund Budget (as necessary to cover the projected contract cost), and include the recommended security capital improvement projects in future years' CIP budgets as part of the annual Budget development and approval process.

On September 14, 2022, the Budget and Finance Committee reviewed the above described agenda item and directed staff to place the item on the September 22, 2022 Board of Directors agenda. At this meeting, the Board of Directors approved the service agreement with the Orange County Sheriff, subject to consideration and approval by the Orange County Board of Supervisors. This report also outlined the recommendations for security related capital improvements addressing identified vulnerabilities at RFOTC and fire stations for consideration with future years' CIP Budget review and funding approval process. At their meeting on October 18, 2022, the County

Board of Supervisors voted to not approve the Orange County Sheriff recommendation to enter into a security services contract with OCFA.

On November 15, 2022, the OCFA Board of Directors authorized reissuance of an RFP for security services in a manner consistent with the recommendations of the OCIAC Security Vulnerability Assessment report and the OCFA Security Ad Hoc Committee.

RECOMMENDED ACTIONS:

1. Approve and authorize the Purchasing Manager to execute the proposed Security Services Agreement for Armed Physical Security ~~and Security Management Services~~ with Allied Universal for a three-year initial term plus two optional one-year renewals in an amount not to exceed \$495,000 annually (\$2,475,000 5-year aggregate).
2. Approve and authorize the Purchasing Manager to increase and extend the existing contract for unarmed physical security services with Allied Universal as needed to allow for the transition to the new contract for armed physical security services.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is available in the existing FY 2023/24 Logistics General Fund/Property Management budget (12150-3368).

Increased cost funded by Structural Fire Fund	\$0
Increased cost funded by Cash Contract Cities	\$0

Background

Physical security at the Regional Fire Operations and Training Center (RFOTC) currently includes access control and alarm systems, and the posting of unarmed contract security guard personnel on a 24/7/365 basis. In June of 2020, an OCFA staff security advisory panel issued a Physical Security Assessment report containing recommendations for enhancement based upon a Threat and Vulnerability Assessment of the RFOTC campus prepared by Security Strategies International, and a Physical Security Assessment completed by the Orange County Intelligence Assessment Center (OCIAC). In November 2021, OCIAC completed an updated security assessment with recommendations that further support the Advisory panel's 2020 findings, including consideration of using armed guards at the RFOTC and adding professional security management services.

To address the identified vulnerabilities and assessment recommendations, staff issued RFP RO2480a in March 2021 for security services that included security management services, with options for providing unarmed and/or armed guards. The RFP and evaluation resulted in the Orange County Sheriff's Department emerging as the top-ranked proposer, however at their meeting on October 18, 2022, the County Board of Supervisors voted not to approve the Orange County Sheriff Department security services contract with OCFA. Staff then proceeded to issue a new RFP for the required services.

Solicitation Process

On January 19, 2023 staff issued RFP SK2595 for physical security services utilizing armed guards and OCFA retained the option to award the services to multiple firms if deemed to be in the best interest of OCFA. The RFP was due May 17, 2023, and OCFA received 11 responsive proposals.

An evaluation team comprised of OCFA's Construction and Facilities Division Manager, Information Technology Division Manager, Logistics Sr. Management Analyst, and a Lieutenant from the Irvine Police Department, scored the proposals based on the criteria defined in the RFP: Method of Approach (20 pts), Qualifications and Experience (25 pts), Personnel Selection, Training and Retention Plan (30 pts), and Proposed Cost (25 points). See Table One in Attachment One for the initial rankings for all responsive proposals.

The process resulted in the evaluation team conducting interviews with a short-list comprised of the three top-ranked firms. The evaluation panel scored the interviews with the top three firms and staff conducted client reference checks. Allied emerged as the top-ranked firm for armed physical security services and staff requested a Best and Final Offer for additional consideration on pricing and contract terms and conditions. See Table Two in Attachment One for detailed rankings for the three top-ranked firms. These rankings factor in a modification to the number of requested hours.

Recommendation

Based upon the evaluation results, staff is recommending contract award to Allied for armed physical security services for an initial one-year term with four optional one-year renewals in an amount not to exceed \$495,000 annually (\$2,475,000 aggregate):

Post Order Coverage	Hours	Billing Rate	Extended Total
Guard One 1 guard, 7/24/365	8,760	\$41.16	\$360,561.60
Guard Two 1 guard, RFOTC Business Days (Mon. – Fri., 0600 – 1800, excluding 13 holidays)	2,964	\$41.16	\$121,998.24
Special Events Additional as-needed guard services for incidents and events. May include weekends and holidays.	Approx. 200	\$61.74	\$12,348.00
Annual Total Amount			\$494,907.84

Staff also solicited proposals for security manager services and intends to return to this body in March with a recommendation for award for those services.

Attachments

1. RFP SK2595 Evaluation Scores
2. Proposed Security Services Agreement with Allied Universal

RFP SK2595 Armed Physical Security Services Evaluation Scores

Table One:

Initial Rankings for All Responsive Proposals

Firm	Price	Rank
Cooke & Associates	\$1,194,168	1
American Global Security	\$486,048.60	2
Universal Protection Services LP	\$480,748.80	3
Absolute Security Intl Corp	\$444,132	4
Citiguard	\$338,720	5
Good Guard Security Inc.	\$477,507.60	6
Contact Security, Inc.	\$384,272	7
Assertive Security Services and Consulting Group, Inc.	\$561,735	8
Quest National Security	\$755,550	9
Security Services NW	\$919,800	10
Etiquette Elite	\$1,314,000	11

Table Two:

Detailed Final Rankings for the Top-Three Firms

ORANGE COUNTY FIRE AUTHORITY												
SK2595 - Armed Security Guard Services												
	Cooke & Associates, Inc.				American Global Security				Universal Protection Services, LP			
Cost Proposal	\$1,041,615.00				\$441,669.00				\$494,908.00			
Evaluators	1	2	3	4	1	2	3	4	1	2	3	4
A. Method of Approach (20)	18.00	18.00	16.00	18.00	16.00	16.00	14.00	16.00	17.00	16.00	17.00	16.00
B. Qualifications (25)	19.15	25.00	18.00	22.50	20.00	20.00	16.00	15.00	15.00	22.50	19.00	20.00
C. Personnel Selection (30)	27.99	27.00	25.00	30.00	24.99	27.00	18.00	18.00	24.99	24.00	24.00	21.00
D. Proposed Cost (25)	10.60	10.60	10.60	10.60	25.00	25.00	25.00	25.00	22.31	22.31	22.31	22.31
E. Interview/References (50)	24.00	21.00	22.50	18.00	18.00	18.00	18.00	12.00	30.00	27.00	24.00	24.00
Grand Total	99.74	101.60	92.10	99.10	103.99	106.00	91.00	86.00	109.30	111.81	106.31	103.31
Overall Ranking	3	3	2	2	2	2	3	3	1	1	1	1
Sum of Rankings	10.00				10.00				4.00			
Overall Ranking	2				2				1			

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 25th day of January, 2024 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Universal Protection Service, LP dba Allied Universal Security Services, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to provide Armed Physical Security Services as requested in RFP SK2595, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated May 17, 2023, incorporated herein by this reference ("Proposal"); and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) RFP SK2595, (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services,

and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

1.2 Compliance with Law

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

1.3 Licenses and Permits

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

1.4 Familiarity with Work

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

1.5 Care of Work

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

1.6 Additional Services

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

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "A," in an amount not to exceed Four Hundred Ninety-five Thousand dollars (\$495,000).

3.2 Method of Payment

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

3.3 Changes

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

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

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

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

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

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 Term

This Agreement shall continue in full force and effect for one year (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to four (4) additional one-year terms upon mutual written agreement between OCFA and the Firm.

5. COORDINATION OF WORK

5.1 Representative of Firm

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

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

5.2 Contract Officer

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

5.3 Prohibition Against Subcontracting or Assignment

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

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

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

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

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

5.4 Independent Contractor

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

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

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

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

5.6 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

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

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

6.2.1 Professional Liability Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than ten million dollars (\$10,000,000.00) each occurrence and ten million dollars (\$10,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement. Such coverage may be combined with the Commercial General Liability limits.

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

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

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

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

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

ten million dollars (\$10,000,000.00) per occurrence and ten million dollars (\$10,000,000.00) aggregate. If a general aggregate limit applies, the general aggregate limit shall be no less than ten million dollars (\$10,000,000.00). Coverage for products and completed operations is required with limits no less than ten million dollars (\$10,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least five million dollars (\$5,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

6.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

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

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

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A:-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)),

by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

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

6.4.1.1 Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be covered as additional insureds, to the extent of the Firm's obligations under Section 6.12 of this Agreement and up to the required insurance coverage amount. Coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract; and

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

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

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

the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

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

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

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

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

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

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original

endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

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

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

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

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for losses of any type or amount.

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

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

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and

endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

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

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

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

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

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

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

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

6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers ("Indemnified Party/Parties"), 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 negligent acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees ("Firm Party/Parties") in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

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

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole active negligence or willful misconduct or concurrent active negligence or willful misconduct of any of the Indemnified Parties. If the negligence or willful misconduct of any of the Firm Parties combines with the active negligence or willful misconduct of any of the Indemnified Parties to cause a Claim, the parties agree that liability will be apportioned as determined by a court of competent jurisdiction. Neither party shall request a jury apportionment.

7. RECORDS AND REPORTS

7.1 Reports

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

7.2 Records

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents

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

7.4 Release of Documents

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

7.5 Confidential Materials

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

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

8.2 Waiver

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

8.3 Rights and Remedies are Cumulative

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

8.4 Legal Action

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

8.5 Termination Prior to Expiration of Term

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

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

8.6 Termination for Default of Firm

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

stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

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

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

To Firm:

Allied Universal
Attention: Kevin Bauer
450 Exchange
Irvine, CA 92602

10.2 Integrated Agreement

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability

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

10.5 Corporate Authority

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

APPROVED AS TO FORM.

ATTEST:

By: _____

David E. Kendig
General Counsel

Maria D. Huizar
Clerk of the Board

Date: _____

“FIRM”

**UNIVERSAL PROTECTION SERVICE
DBA ALLIED UNIVERSAL SECURITY
SERVICES**

Date: _____

By: _____

Steve Claton
President

EXHIBIT "A"

SCOPE OF SERVICES

A.1 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):

A.1.1 LICENSING AND PERMITS

Contractor and assigned personnel shall possess all licenses and permits required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services (<http://www.bsis.ca.gov>). Contractor shall possess a business license from the City of Irvine, as applicable. Contractor shall be responsible for providing OCFA current copies of all such licenses and permits shall be presented to the OCFA for the entire term of the agreement. The documents shall include the following:

- a. Private Patrol Operator's License: Contractor shall possess a current Private Patrol Operator's License from the State of California, Bureau of Security and Investigative Services. The contract shall be automatically nullified should Contractor's license be expired, suspended, or revoked.
- b. Private Patrol Permit: Contractor shall possess a current Private Patrol Operator's License issued by the California Bureau of Security and Investigative Services. The contract shall be automatically nullified should contract's permit be expired, suspended, or revoked.
- c. Guard Registration Card: security guards shall possess a current, valid California Bureau of Security and Investigative Services (BSIS) security guard license (Guard Card) at all times while on duty.
- d. BSIS Guard Cards shall be presented to any properly identified OCFA personnel upon request. If an assigned security guard is unable to present his/her Guard Card, he/she will be relieved from duty and Contractor shall provide a replacement security guard who has a current, valid Guard Card on his/her possession. The security services contract may be immediately terminated in the event Contractor is unable to provide an adequate number of security guards with a current valid Guard Card necessary to perform the required services as stated in the security services contract.
- e. Prior to post assignment, contractor shall submit the qualifications, required certifications, and resume providing the experience and qualifications of any guard to be assigned to OCFA. Only personnel approved and authorized by OCFA in advance may be assigned to a guard post as described in the RFP Scope of Work.

- f. California Driver's License: security guards shall possess a valid California Driver's License, with a good driving record. The OCFA may require Contractor to submit DMV records of assigned personnel upon request.
- g. Contractor shall maintain all business and professional licenses that may be required by Federal, State, and local codes.

A.1.2 GENERAL REQUIREMENTS

Note that any assigned security guard/supervisor/liaison that does not meet all legal requirements and all requirements as specified herein, must be removed from post assignment and must be immediately replaced with a security guard that meets all legal and all specified requirements herein; no exceptions.

The offeror will ensure that all assigned security guards meet all of the following requirements:

- a. Abide by all applicable California Bureau of Security and Investigative Services requirements
- b. Hold a valid security guard BSIS registration
- c. Have valid CA driver's license
- d. Have had at least 12 months prior work experience with a valid security guard registration
- e. Wear the appropriate uniform at all times while performing duties
- f. Are consistently punctual
- g. Are well-groomed and professional in appearance
- h. Perform all of the Post Order requirements and Pass Down Orders
- i. Remain awake and alert at all times
- j. Are, at all times, professional and courteous in behavior and attitude
- k. Have a competent command of the English language and are efficient in communicating with the public

The offeror will ensure that a security guard supervisor/liaison meets all of the following requirements in addition to the previous requirements:

- l. Has at least 12 months prior work experience as a security guard supervisor
- m. Has training and supervisory experience commensurate with the requirements as specified herein
- n. Performs weekly after-hours field inspections and submits to Logistics all field inspection reports within 24 hours
- o. Ensures that all posts have an approved security guard at their assigned post at the time and for the duration required
- p. Ensures that the Contractor provides an approved security guard for any late or absentee security guards
- q. Remains available 24 hours a day, 7 days a week, 52 weeks a year including holidays by telephone to respond to any issues that may arise in the performance of the requirements as specified herein, and respond to any such inquiries within 90 minutes and implement appropriate resolution actions

- r. Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees, and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with Contractor's rules and regulations, as well as any other policy established by the contracting parties
- s. Contractor shall assist with an update to the set of RFOTC Post Orders documenting both general procedures as well as site-specific responsibilities. Post Orders shall be prepared prior to the commencement of the contract and must be reviewed and approved by the OCFA designated security contact as stated below in Section 2.4.8. All security officers will be required to read and verify they understand the Post Orders and at minimum, shall be tested during the On-The-Job Training (OJT) period, annual or more frequently during site inspections
- t. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and OCFA's standards
- u. Contractor is responsible for the daily personal appearance of security personnel. Contractor shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements. Security officers are prohibited from carrying weapons of any kind except as expressly authorized in writing by OCFA, or for public law enforcement agency contractors, as specified by the agency's applicable policies.
- v. Contractor shall agree to remove from the site, whenever required to do so by OCFA, any employee considered by OCFA to be unsatisfactory or undesirable to OCFA, within the limits of any applicable laws
- w. Contractor shall administer all cost accounting and billing relative to this contract
- x. Contractor shall respond as necessary to accommodate additional duty hours as may be requested by OCFA

A.1.3 24-HOUR COMMUNICATIONS CAPABILITY

- a. Contractor shall maintain and operate a 24-hour/365-day communications center, and be capable of immediate two-way communications between Contractor's communications center and all on-duty guards. To ensure the availability of immediate two-way communications at all times, contractor shall include radio communications capability.
- b. Contractor shall be responsible for the proper operation, maintenance, and security of its pagers, radios, cellular phones, and related communications equipment
- c. Contractor must maintain the ability to immediately (within 1-hour) post a guard meeting the qualifications stated in the Scope of Services in the event the guard on duty requires immediate relief

A.1.4 SECURITY GUARD DUTIES

The general duties for each security guard include:

- a. Protect the safety of persons on the site
- b. Execute emergency event protocols including active threat/shooter scenarios, protester/crowd controls, and facility lock-down
- c. Prevent and minimize fire, theft, damage, and trespassing on the property
- d. Prohibit entry into secure sites (see Exhibit A) by anyone other than persons carrying OCFA identification or visitors who have signed in
- e. Report any unusual incidents or hazardous conditions
- f. Maintain an electronic daily log for each shift and distribute to the OCFA designated security contact daily
- g. Complete rounds of the facility twice daily to ensure that all access doors are secure
- h. Maintain log of all security violations and report occurrences to the OCFA designated site security contact as quickly as possible considering the nature of the violation
- i. Monitor all areas as specified in the RFOTC Post Orders, in person and/or using OCFA security CCTV cameras/consales
- j. Assists front desk activities such as signing in visitors, directing visitors, answering incoming telephone calls, and providing coverage while the front desk Office Services Assistant is on break or out of the office
- k. Test and record duress alarms located at public counters throughout the facility on a weekly basis
- l. Provide and collect keys and badges for after-hours janitorial or other OCFA authorized contractors and vendors
- m. Inspect meeting rooms following their use by public (non-employee) groups after-hours and notify the OCFA security contact of any damage
- n. Escort personnel to vehicles as requested
- o. Be responsible for all building and system keys in their possession and account for the whereabouts of keys at all times
- p. Be familiar with and implement emergency procedures when necessary
- q. Be familiar with receiving and forwarding requests for maintenance or other identified deficiencies
- r. Guards shall not use cell phones or other personal mobile device while on duty except as required to perform their duties or in the event of a personal emergency
- s. Guards shall not be engaged in or conduct any personal business or business outside those described by the contract at any time while assigned to the post except during authorized breaks.

A.1.5 SECURITY GUARD LIST

Security Guards eligible for assignment to the OCFA RFOTC must be included on a list of personnel preapproved by OCFA. The offeror is to provide OCFA with the qualifications and certifications as stated in the Scope of Services Security of any Security Guards to be considered for approval. The offeror will provide to Risk Management, and update as necessary, the approved Security Guard List, which must include, but not be limited to the following information:

- a. Full Name: First, Middle, Last

- b. Photo: Current, face
- c. Address: Residence
- d. Phone Numbers: Contact
- e. Security Guard Registration: Current
- f. POST Certification - Current
- g. CA Driver's License: Current
- h. Experience: At least 36 months prior work experience as a registered security guard

A.1.6 UNIFORMS AND EQUIPMENT

Except as noted below, the offeror will furnish and provide well-maintained uniforms for each security guard, as a minimum, as follows:

- a. Blazer: black; identification patches over left breast pocket and or on left shoulder sleeve
- b. Shirt: white
- c. Tie: black
- d. Pants: grey
- e. Belt: dress, black
- f. Shoes: dress, walking, black; not athletic-type shoes
- g. Socks: grey, or coordinating to match pants
- h. Raingear and or Jackets: for inclement weather while doing rounds

Any public agency law enforcement personnel assigned by Contractor shall be uniformed and equipped as is standard for, and as is permitted by, the employing agency.

The offeror will furnish and provide sufficient quantity of each item above to allow for each security guard to have an appropriate number of change outs: shirts, pants, socks on a per shift basis; and blazers, ties, belts, shoes on an as needed basis.

The offeror will ensure that all uniforms are clean and well pressed and always looking professional.

The offeror will not allow security guards to substitute any of the above uniform articles.

Note: Any security guard that reports to their assigned post and does not have the appropriate uniform must be immediately (within 1-hour) replaced with an approved guard that has the appropriate uniform.

The OCFA will provide one security golf cart and charging station for security guards to use while conducting facility rounds.

The offeror will furnish a mobile telephone and carrier services for security guard use and ensure the mobile telephone is carried by the security guard at all times while on shift.

A.1.7 POST ORDERS

Within fifteen (15) days of the effective date, Contractor shall deliver draft comprehensive Post Orders for Property Management review and approval. Contractor will prepare completed and approved Post Orders within ten (10) days of receipt. Post Orders shall include, but are not limited to:

- a. General safety procedures
- b. Constant coverage procedures
- c. Emergency procedures
- d. Investigation, incident and emergency report procedures and forms
- e. Shift patrol procedures
- f. Communication procedures
- g. Dress and grooming standards
- h. Training procedures including harassment training
- i. Photographs and diagrams of each site

A.2 OCFA RIGHTS AND RESPONSIBILITIES

OCFA will be responsible for.

- a. Providing all relevant policies, procedures, and expected conduct in either verbal and/or written format.
- b. Screen any individual as needed with the OCFA Human Resources Department prior to start of work with OCFA.
- c. An OCFA representative will be designated to support the awarded contractor.
- d. The OCFA will be responsible for providing the Contractor with the specific information needed as it relates to the project.
- e. A project team made up of OCFA departmental representatives is available as necessary to answer questions and provide resources.

The OCFA reserves the right to request any employee of the Contractor be replaced at any time.

The OCFA may elect to use this contract for scheduled special events and in the event of an emergency. The Contractor will be expected to provide on-call guards at scheduled events and in the event of an emergency at the contract rates specified in Appendix D Pricing Page. The ability to do so should be described in the Contractor's response to the evaluation criteria.

The OCFA reserves the right to use alternate sources for completion of service, to obtain competitive prices on any service and to utilize information obtained under this contract as it deems appropriate.

Grounds for immediate dismissal and/or replacement of contracted Security Guard personnel include but are not limited to:

- a. Leaving their assignment for any reason without proper relief
- b. Failure to report at the proper time
- c. Theft or pilferage
- d. Using OCFA equipment and materials for personal use
- e. Any malevolent, criminal or dangerous acts
- f. Unprofessional behavior
- g. Drinking liquor/alcohol or use of any controlled, illegal or dangerous substances, or being under the influence of same while on duty
- h. Enabling a crime
- i. False reporting
- j. Sleeping while on duty
- k. Watching television while on duty
- l. Unofficial use of personal electronic devices while on duty, except for emergencies
- m. Indecent behavior
- n. Inappropriate language, mannerisms and behavior
- o. Violating OCFA Post Orders, and/or known OCFA policies/procedures

A.3 OTHER TERMS AND CONDITIONS

A.3.1 WARRANTIES

Contractor represents, warrants, and covenants that in connection with any Services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such Services; all equipment used in the performance of Services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such Services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such Services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it possesses the professional and technical skills required to perform the Services; and any agents or personnel employed by the Contractor will meet the same standards as apply to Contractor that could have a material adverse effect on OCFA.

A.3.2 REPAIR OR DAMAGE

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

A.3.3 DEPARTMENT OF JUSTICE SCREENING

The Contractor will be responsible to coordinate the required DOJ screening with the OCFA Risk Management prior to the start date.

A.3.4 SAFETY

Contractor, its employees, subcontractors, and agents shall comply with all applicable health and safety requirements and procedures while performing Services at the Premises. Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an

unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

A.3.5 LICENSE AND REGULATIONS

Contractor, at its expense, shall maintain all required licenses and permits, and all required amendments, extensions, supplements, and renewals in order to perform services throughout the term. Contractor shall provide OCFA with a copy of the license in good standing for the services performed.

A.3.6 INDEPENDENT CONTRACTOR

Contractor and its employees are not employees of OCFA and are not entitled to any of the rights, benefits, or privileges of OCFA employees including, but not limited to, medical, unemployment, or workers' compensation insurance. To ensure that each employee of Contractor performing any work covered by the provisions of this RFP understands and acknowledges that Contractor and its employees are not employees of OCFA, each employee of Contractor performing work under this RFP shall complete, execute, and deliver to OCFA a Vendor Employee Acknowledgment Form (Exhibit 2) prior to commencing or performing any work resulting from this proposal.

A.3.7 PAYMENT OF TAX OBLIGATIONS

Under no circumstances shall the OCFA be held responsible for handling any tax obligation, including, but not limited to Federal Income Tax withholding, FICA, or unemployment compensation. The OCFA shall be responsible solely for its contractual obligation to the Contractor. Personnel furnished by the Contractor are not entitled to participate in any plans or benefits offered to OCFA employees. Contract staffing personnel are not entitled to payment for OCFA holidays.

A.3.8 OVERTIME

Overtime is defined as any time in excess of forty (40) hours per week worked under this contract. Overtime shall not be performed without the express authorization of the OCFA.

A.3.9 QUALITY CONTROL

All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the OCFA. Before making a referral of one of its employees, the Contractor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the OCFA. The OCFA shall have the right, if necessary, to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual. **Personnel provided by the Contractor must follow OCFA policies.**

A.3.10 SUPERVISION

Work policies, standards and procedures established by the Risk Management Section shall be followed at all times. The Contractor and its employees shall conform in all respects with regard to physical, fire and security policy while on OCFA property.

A.3.11 FRAUDULENT TIMECARDS & UNAUTHORIZED COSTS

The Contractor shall reimburse the OCFA for any improper charges that are discovered within one (1) year of payment by the Authority. This includes, but is not limited to, fraudulent timecards prepared by the Contractor's employee, unauthorized long-distance phone calls, incorrect timecards, improper rate charges, etc.

A.3.12 PAYMENT

Invoices shall be submitted to the OCFA on a monthly basis and must include the names of contract personnel, classification, employee rate of pay per this contract, billing rate to the OCFA, and number of hours worked.

A.4 PRICING

Post Order Coverage	Billing Rate
Guard One 1 guard, 7/24/365	\$41.16
Guard Two 1 guard, RFOTC Business Days (Mon. – Fri., 0600 – 1800, excluding 13 OCFA holidays)	\$41.16
Special Events Additional as-needed guard services for incidents and events. May include weekends and holidays.	\$61.74

Upon mutual agreement, OCFA and Firm may elect to extend the agreement beyond the initial term. Price escalation will only be granted during the 90-day period prior to each annual anniversary of the contract effective date. The Firm 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 November in the Producer Price Index, as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>) as reported for the then-most recent month for Security Guard Services, Commodity Code 5616121.

The Contractor's profit margin shall not be increased during the term of the renewal period nor during the term of any extensions granted. The OCFA shall review any requests for adjustment and respond in writing; such response and approval shall not be unreasonably withheld. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Firm and response by the Purchasing Manager.

A.5 ADDITIONAL

Additional information from Firm's proposal regarding the method by which services will be provided:

EXHIBIT F: PROPOSAL QUESTIONNAIRE

1. Provide your firm's/agency's background, including how many years you have been providing security guard services, and what your firm's core business and competencies are.

Allied Universal® has been providing quality security services and highly trained personnel since 1957 to clients in a wide range of industry sectors. We provide proactive security services and cutting-edge smart technology to deliver evolving, tailored solutions that allow our clients to focus on their core business. Building the world's best services company, we continue to expand our footprint and infrastructure on a global and local level. In North America, we operate our business under the existing Allied Universal® brand, and our international business operates under the G4S brand. Today we operate in more than 96 countries with an experienced team of approximately 800,000 employees and over 1,400 local offices each focused on delivering on our promise: keeping people safe so our communities can thrive. We believe there is no greater purpose than serving and safeguarding customers, communities, and people. Wherever you are, Allied Universal® is There for you.®

Our world-class customer service and track record of success starts with our local leadership, equipped with the know-how to serve you with service-oriented professionalism supported by the most advanced systems and integrated technology in the industry. As your trusted security partner, Allied Universal® stands ready to secure and care for the people and businesses in our communities. OCFA can come to us with any safety and security need including:

- Traditional uniformed guarding with highly trained and qualified security professionals
- Emergency preparedness and disaster response
- Risk mitigation consulting, as well as executive protection services
- Technology solutions designed for risk/incident mitigation, including remote monitoring, autonomous robots, and threat/hazard awareness and response tools.
- Janitorial services
- Event security
- Non-security staffing placement

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

Fast Facts about Allied Universal...

- The largest security services company in North America.
- More than **300,000** employees.
- Headquarters in Irvine, CA and Conshohocken, PA
- Over **\$22** billion in annual revenues
- **Operations in the United States, Canada, U.S. Virgin Islands and Puerto Rico**

OUR EXPERIENCE WITH GOVERNMENT SERVICE FACILITIES

We understand the complexity of maintaining compliance with rules and regulations while providing the required security services, considering the need for qualified, security professionals. Allied Universal's Government Services provides security services to 500 municipal, state, and Federal government clients across hundreds of individual sites nationwide, including single contracts covering up to 200 facilities. While each client contract is unique in scope and size, typical facilities Allied Universal® secures include:

- City Hall, County Courthouse Complex, State Capitol Complexes and Federal Facilities
- Courthouses
- City and County Agencies
- City and County Health facilities & Hospitals
- County Juvenile Assessment Centers
- City/County Water and Utilities
- Parking Facilities
- Data Centers
- City/County/Federal Child Care Centers
- Motor Vehicle and other Licensing Facilities
- Social Security and Human Services Centers

The Company provides both armed/unarmed services, provide vehicle and foot patrols, perform access control and CCTV/Security Operations Center staffing, Life/Fire Safety services, and all supervision and management of the programs.

Allied Universal® has been in the business of providing armed and unarmed uniformed security services to public sector clients for 60 years. Today, the Company offers a wide range of armed and unarmed security services nationwide at government facilities to include:

• Access Control	• Fire Safety Officers
• Alarm Response	• Guard Force Protection
• Armed Protective Services	• Hazmat Responders
• Canine Teams	• Internal/External Patrols
• Control Centers and CCTV Operations	• Patrol Services (Vehicle, Bike, Foot)
• Emergency/Alarm Response	• Recruiting and Providing Cleared Personnel
• Detecting, Reporting, Correcting Safety Hazards	• Security Technology Solutions
• Enforcing Policies/Procedures & State Laws	• Terrorism Awareness Training
• Escort Services	• X-Ray, Magnetometer, Wand Device Operation

GOVERNMENT SERVICES EXPERIENCE & EXPERTISE

Allied Universal® Government Services provides more than...

- 35,000,000 man-hours of armed and unarmed security services to Federal, state, and local governmental facilities nationwide annually
- 20,000 specially-trained Government Services contract security professionals
- 500 Federal, state, and local clients
- 850+ government facilities; up to 200 locations under a single contract
- Government Services Expertise providing leadership

GOVERNMENT SERVICES MEMBERSHIPS

- International Association of Chiefs of Police (IACP)
- National Sheriff's Association (NSA)
- National Institute of Government Procurement (NIGP).

WHO WE SERVE

Allied Universal® is recognized by our clients as the industry leader, specializing in force protection and access control to local, state, and federal government facilities and agencies, including:

<ul style="list-style-type: none"> • Airports • Business Improvement Districts • City Administrative Services • Consulates/Embassies • Courts • Federal, Civilian and Defense Contractors 	<ul style="list-style-type: none"> • Federal Government Agencies • International Financial Agencies • Municipal, County and State Agencies • Ports/Port Authorities • Public Utilities • Transportation/Transit Authorities
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Allied Universal® is the world's leading security firm. We are the third largest private employer in North America, and the seventh largest in the world. There is no other security company that can offer the financial assets, industry expertise and staying power to effectively transition, manage, and grow security programs of virtually any size and complexity. Our financial stability is underpinned by continued organic revenue growth ranging from 3% to 7% over the past ten years. Our acquisition strategy has delivered a highly diversified company both geographically and in terms of the types of customers we serve. Our top five clients account for less than 5% of revenue, and our customer base is evenly distributed with the largest being Major Corporates & Industrials which comprises 20% followed by Government at 13% and Financial Institutions at 9%. The security services industry has proven to be relatively recession resistant and is projected to continue to have global growth annually in the 3-5% range.

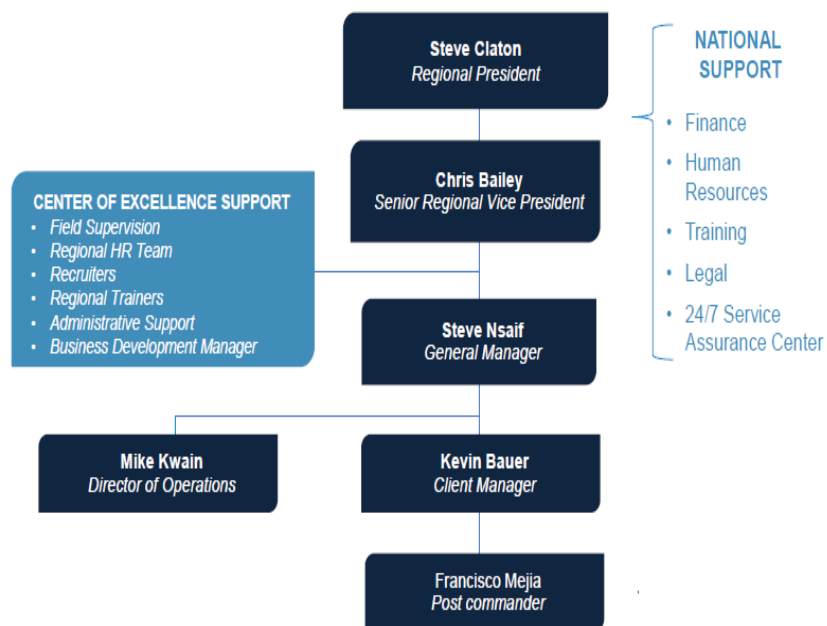
FINANCIAL STABILITY/STRENGTH OF ALLIED UNIVERSAL

As a privately held corporation owned by Warburg Pincus, a U.S. private investment fund, Caisse de dépôt et placement du Québec, a Canadian pension fund manager, Partners Group, a Swiss private investment fund and other private investors, Allied Universal® is not required to file financial information publicly. We provide confidential quarterly financial statements for our investors and

institutional lenders to meet the organization's financial control policies. Based on our current level of operations, the management team believes that our existing cash, cash equivalent balances, and cash that we expect to generate from operating activities, together with available borrowings under our credit facility, will be adequate to meet our anticipated requirements for working capital, capital expenditures, commitments, and debt service for the foreseeable future.

3. Describe the organizational structure (chain of command) that would provide day-to-day security services to the OCFA. Provide names, qualifications and experience of key employees who would be responsible for operational management of these services. Itemize and enumerate positions by title

Orange County Office



The above chart details our overall Orange branch operational structure. Specifically, for OCFA, the chain of command will flow as follows

Name / Title	Roles	Capabilities and Project Experience
Steve Claton, President/SW Region	Corporate level support for AUS OCFA management.	13 years security experience. Management oversight. Corporate oversight on OCFA contract for 8 years.
Chris Bailey, Senior VP Operations	Regional Senior management, oversees all operations in Orange County and Inland Empire regions. Reports to Steve Claton	Oversight and participation in OCFA compliance for last 5 years. 18 years security experience.
Steve Nsaif, General Manager	Branch management support for the OCFA program. Interface between corporate and local management. Reports to Chris Bailey	12 years security experience. Has overseen OCFA account for last 8 years.
Kevin Bauer, Client Manager	Direct oversight of OCFA contract operation and contract delivery. Responsible for providing reports to OCFA, supervisory performance, scheduling, billing, discipline, training and contract compliance. Reports to Steve Nsaif	8 years' experience serving OCFA contract as Client Manager. Intimately familiar with OCFA contract requirements, compliance, site requirements, and SOW
Anthony Alejandro Operations Manager	Reports to Kevin Bauer. Responsible for field support and oversight of boots on the ground operational delivery.	10 years security experience. Intimately familiar with OCFA contract, SOW, facilities, etc.
Frank Mejia Post Commander	Briefs incoming and outgoing shifts. Inspects officers. Prepares and submits reports.	20 years' experience. 1.5 years serving as post commander at OCFA. Will be relieved of duty of law enforcement background is required.

4. Provide information on your selection and hiring process for security guards that would be assigned to the OCFA post. Note: Evaluation of proposals will include proposer's ability and intent to assign security guard personnel to OCFA that are currently or have recently been employed in good standing by a public law enforcement agency.

Our first step is to understand Orange County Fire Authority 's expectations and the requirements of your posts. If requested, we are open to receiving feedback from Orange County Fire Authority local operations teams on anticipated new hires. Additionally, we are mindful of co-employment issues and take the necessary steps to ensure protection of the employee, Orange County Fire Authority and Allied Universal® ensuring compliance on each front.

We carefully assess our Security Professionals based on talent, qualifications, prior experience, and temperament, and we match individuals to roles based on your specific service levels and assignments. Our Security Professionals possess the appropriate background and training to secure your people and assets and deliver exceptional customer service aligned with Orange County Fire Authority 's culture and values.

Allied Universal® uses technology and traditional recruiting resources to identify, connect with, and place candidates quickly. From artificial intelligence solutions to job boards and professional networks, we seek and identify top applicants and match them to positions where they will succeed. Our focus on matching candidates to best-fit positions provides immediate benefits for client security programs, as well as long-term benefits including stronger employee retention.

In today's highly competitive employment climate, it becomes even more important that we utilize industry-leading technology and unparalleled organizational resources to find individuals that represent the highest standards of both Allied Universal® and our clients. Allied Universal® recruiters use AU HireSmart™—an end-to-end Artificial Intelligence (AI) recruiting solution, which provides a number of unique benefits designed to streamline the recruiting process to meet your placement needs quickly. AU HireSmart™ translates candidate video screening tests into actionable data that accurately predicts a candidate's aptitude for any given role. These videos measure emotional expression, tone, language patterns, and word choice to determine a candidate's fit for the position. This process improves the quality of services we provide while decreasing Security Professional turnover by matching candidates with the jobs most suited to them. AU HireSmart™ is an Artificial Intelligence (AI) solution for recruiting that immediately engages candidates in a chat-like question and answer session. They provide their contact information and initial qualifications, which AU HireSmart™ can use to help them find the best job for them. This integrated solution provides many unique benefits:

- Larger pool of qualified candidates
- Faster time to fill positions
- Increase in completed applications
- 92% increase in candidate's satisfaction
- Collects and analyzes applicant data to improve application and recruiting process
- Available 24x7 across multiple channels to engage quickly with applicants.
- Targeted screening via conversational AI
- Improved candidate communication
- Top candidates "fast-tracked"
- Better fit and improved retention.

AU HireSmart™ places top candidates in the right position and streamlines recruiting, allowing managers to focus on your account: AU HireSmart™ improves the quality of services we provide while decreasing security professional turnover by matching candidates with the jobs most suited to them and providing actionable steps to improve the process. It shortens the time and effort needed to staff an account while simultaneously improving quality. This 24/7 interview and screening capability speeds up the hiring process drastically. Through full integration with AU HireSmart™, a candidate can apply over the weekend, perform the screening tests and video assessment, and be ready for an interview with a hiring manager by Monday morning. Hiring managers can view recorded video submissions through their mobile devices and make hiring decisions anytime, anywhere. At Allied Universal®, we are not looking to fill a position with just any candidate. We go the extra mile to dig deeper to find the right person for you. When our employees are well matched to the position requirements, they stay longer in their position, will be better engaged in their day-to-day responsibilities, and provide better service for you. Our ultimate recruiting goal is to find the best qualified candidate for every post. This translates into improved security professional quality and better results.

In today's highly competitive employment climate, we focus on developing smarter tools and methods that will overcome the demands of ever-changing labor markets. We maintain the industry's largest pool of Security Professional candidates through:

- **Candidate Marketing:** Allied Universal's job postings are accessible everywhere job seekers might be. We partner with thousands of job boards, including Indeed, Glassdoor, Monster, and more, and maintain a strong social media presence.
- **Data-Focused and Local Efforts:** Our recruiting team continually monitors our funnel of applicants and recruiting-related metrics to assess ongoing recruiting performance and then reallocates resources as needed to capitalize on localized efforts.
- **Internal Efforts:** Further boosting our pool of qualified applicants are employee referrals, referral bonuses, and promotions from within. We frequently host local job fairs and open houses that serve to build our Allied Universal® brand recognition and allow candidates to fill out on-the-spot applications.
- **Strategic Partnerships:** Contributing directly to the more than one million candidates in our hiring pipeline, we optimize our recruiting efforts through partnerships with: civic and community organizations; colleges, universities, and trade schools; police departments, fire departments, and rescue squads; professional networking with member organizations such as ASIS, BOMA, and ICSC; and veterans' organizations.
- **Military Hiring:** Allied Universal® recognized the valuable commitment and expertise from those who have honorably served our country. There for our Veterans™ is an essential part of our comprehensive Security Professional recruiting strategy designed to ensure our service men and women have opportunities as they transition back into civilian life. We partner with leading military assistance programs including: ESGR, Wounded Warrior Project, HireVeterans, H2H, National Guard, and Salute America's Heroes and have hired over 80,000 veterans in the past five years.

Thanks to our broad-spectrum recruiting resources, stringent screening and hiring process, and reputation for attracting top-quality, career-minded professionals, we are able to quickly identify and place high-performing, best-fit security personnel for Orange County Fire Authority's unique environment and security programs. Our scheduling software ensures these qualified and licensed employees can be easily located in our system when needed. AU HireSmart® - our collection of Artificial Intelligence-based talent acquisition systems - maintains a large pool of talent for normal and specialized roles we can hire from when needed. Additionally, our community outreach is unmatched and we look for talent local to your facilities.

Allied Universal® evaluates candidate background and experience, as well as communication and interpersonal skills, as key elements in determining a candidate's fit for a position.

OUR SCREENING PROCESS

Application Review & Assessment
Careful analysis focuses on employment history and stability, and on experience/qualifications specific to the job opening.

Interviews
Initial interview assesses punctuality and appearance and clarifies points of the candidate's application. Multiple interviews may be conducted. Candidate progressing beyond this level attend our orientation program.

Electronic I-9 and E-Verify
Employment verification is completed to present proof of eligibility to work in the U.S. All potential employees are processed through E-Verify, the government's employment eligibility system.

Management Testing
May involve one or more behavioral assessment tools to help assess candidates' management abilities, drive, maturity and people skills, and evaluate whether they are a good fit for the position.

Social Security Trace
Social Security checks run on each candidate to verify identity and history of addresses. The latter is used to assure all associated addresses are considered when determining states and countries to be included in the criminal background check process.

Criminal Background Checks
Prior to being assigned to a post, each employee undergoes a criminal records background check (except where such is conducted as part of the state guard licensing agency). Where required, fingerprints are taken and submitted to the appropriate law enforcement agency for a detailed background investigation. Statewide criminal checks are also conducted when required.

National Sex Offender Registry (except CA and NV where such checks can only be done in accordance with state law)
This step searches the Federal Department of Justice database, which includes real time listings of registered sex offenders. By searching the DOJ, the most complete and current report is available.

Pre-employment Drug Testing
Oral ten-panel drug tests are completed prior to assignment for all applicants. Lab urinalysis testing is available at an additional charge.

Motor Vehicle Report
Security Professionals designated to drive a vehicle are subject to Motor Vehicle Report checks to verify driving eligibility and must complete on-site training before they can operate a vehicle.

Security Professional Integrity/Honesty Assessment
Behavioral Assessments are available on a pre-placement basis to help evaluate attitudes and behaviors linked to integrity, honesty, trustworthiness and customer service aptitude. Assessments are predictive (no guarantee of performance or behaviors); available for an additional charge.

Education & Employment Verification
In the event that the contact requires education and/or employment verifications, these services can be completed for a nominal fee.

We also offer customized screening options at client request, including any additional background checks that may be required for a specific location or role. After carefully reviewing candidate background, we invite the most qualified candidates for formal interviews with local branch recruiting teams.

ARMED SECURITY GUARD OVERVIEW

Allied Universal® has been providing security services across the United States for 65 years, and currently employs more than 17,500 armed professionals. [Client Name] will benefit from complete assurance that your company's employees and assets are protected by armed security specialists who meet our strict hiring, background, and security training standards. Additionally, we go the extra mile by requiring our armed Security Professionals to meet or exceed all federal, state, and local laws and regulations with respect to firearms and nonlethal weapons licensing, training, and qualification

Armed Security Professionals

Armed Personnel Screening

- Comprehensive application review
- Personal initial interview
- SSN verification
- Criminal background check
- Statewide and/or county criminal history records search
- Fingerprint check through the State Identification Bureau and FBI Integrated Automated Fingerprint Identification System as permitted by state code or regulation
- Felony and misdemeanor search
- Conviction and (where permitted by state law) pending prosecution search
- As a matter of Allied Universal policy, applicants must not have a conviction for any of the following (see note below)*

Armed Requirements:

- 21 or older
- U.S. citizen; legally authorized to work U.S.
- High school diploma/GED
- Valid driver's license; reliable transportation
- Not suffer from mental/physical ailment that would prevent safe firearm handling/operation
- No disqualifying convictions applicable to federal/state firearms licensing regulations

Firearms Training

Varies by state regulation; generally 20 – 40 hours

- Use of firearms
- Ethical considerations of weapons use
- Liability for acts while armed
- Use-of-Force Continuum
- Search, seizure, & arrest procedures
- Firearm safety & maintenance
- Non-lethal weapons use
- Firearm qualification (range practice)
- Written examination; minimum passing score




* Applicants must not have a conviction for: any felony; illegally using/carrying/possessing pistol or other dangerous weapon; burglary; making or possessing burglar's tools; buying/receiving stolen property; unlawful entry of a building; trespassing/loitering; corruption of minors; DWI/DUI within three years of application; forgery, fraud, deceptive practices, or false report; aiding escape from prison; unlawful possession or distribution of narcotics; theft, shoplifting, larceny, picking pockets; soliciting any person to commit sodomy/lewdness; recklessly endangering another person, including manslaughter; harassment; stalking; kidnapping; infant trafficking; making terroristic threats; aggravated simple assault, sexual assault, indecent assault, fighting; rape, involuntary deviate sexual intercourse; indecent exposure; incest; child abuse or endangerment; unlawful restraint or resisting arrest.

5. Provide information on your security guard training program.

AU Institute® is the umbrella under which all formal training and development opportunities exist. Methods of training include eLearning on Allied Universal® EDGE®, Instructor-led, Virtual Instructor-led, On-the-Job Training, Scenario-based, and mLearning (mobile friendly). Training is tailored for specific roles.

ALLIED UNIVERSAL® SECURITY PROFESSIONAL TRAINING

There are five phases of Security Professional onboarding and development. These have specific timeframes for completing each phase, as well as testing guidelines to ensure comprehension.

Training phases include:

- New Employee Orientation (pre-assignment training that must be completed prior to being assigned a post)
- On-the-Job-Training Post Certification (to be completed within 21 days of hire)
- Core Training (must be completed in first six months)
- Quarterly Site Training
- Vertical Market Training

Our Client Manager will work with Orange County Fire Authority to determine the training necessary for each site. Specialized training such as Fire Safety Professional, Safety Professional Specialist, and CPR/First Aid/AED are available as well. Any training requiring yearly recertification will be completed as required.

ALLIED UNIVERSAL® SUPERVISOR TRAINING

This training readies supervisors for their roles and helps them engage our Security Professionals to meet your needs effectively. First-time Site/Shift Supervisors are prepared for the challenges of leadership through topics such as:

- Introduction to Allied Universal®
- Role of the Supervisor
- Allied Universal® Training Process
- Employee Relations for Supervisors
- Report Writing for Supervisors
- Coaching and Counseling
- Progressive and Attendance Discipline

ALLIED UNIVERSAL® MANAGEMENT TRAINING

Our management training covers a variety of business and security-related topics, with the goal of shaping proficient managers with smart business sense. Some of the topics covered may include:

- Allied Universal® Training Programs and Processes
- Employee Benefits and Human Resources Procedures
- Selecting Talent and Talent Management
- Payroll and Invoicing Procedures and Best Practices
- Client Relationship Management
- Recruiting and Retention
- Employee Relations, Coaching/Counseling, and EEO
- Progressive and Attendance Discipline

Allied Universal® believes in reinforcement of initial training as a key to effective learning and long-term performance excellence. We use a structured process for refresher training on a variety of topics related to your needs and contract requirements. Local and branch management and regional training staff deliver standard, company-wide training modules. We also provide programs focused on advanced topics or customized to meet industry requirements or Orange County Fire Authority needs.

Our managers will work with you to identify training opportunities appropriate for the Security Professionals in your program and they will help ensure that ongoing training remains a top priority. Possible training topics include fire alarms, medical emergencies, safety awareness, and other important topics.

Ongoing and Refresher Training		
<ul style="list-style-type: none"> • Fire Alarms • Access Control • Bomb Threats • Medical Emergencies 	<ul style="list-style-type: none"> • Broken Windows • Patrol • Water Leaks • Suspicious Persons/Disturbances 	<ul style="list-style-type: none"> • Power Outages • Customer Service • Safety Awareness • Elevator Entrapments

Allied Universal® Security Professionals have many opportunities to further their careers and expand their knowledge through our training opportunities. Core Training, Phase Three of our Security Development process, consists of 20 lessons, each with an exam that must be passed successfully with a score of 80% or higher. To ensure completion of Core Training within six months of hire, we track compliance through our online compliance management system, WinTeam.

Core Training		
<ul style="list-style-type: none"> • Introduction to Contract Security • Legal Aspects of Private Security • Note Taking and Report Writing • Importance of Documentation • Patrol and Observation • Liability and Loss Prevention • Post Orders 	<ul style="list-style-type: none"> • Appearance and Wellness • Exceptional Customer Care • Difficult People or Situations • Introduction to Safety • Personal Safety • First Aid, CPR, and AED • Harassment 	<ul style="list-style-type: none"> • Workplace Violence • Emergency Management • Indicators of Terrorist Surveillance • Video Surveillance • Bomb Threats • Media Management

All formal training and development is delivered under AU Institute®. AU Institute is supported by more than 50 certified instructors and provides both mandatory and voluntary courses for pre-assignment, on-the-job, and as continuing education. We recognize that people learn through different methods and techniques. Therefore, we have multiple learning tools and approaches to ensure training is provided per contract terms and understood by Security Professionals. The following outlines our different training methods:

- **eLearning through EDGE®:** Provides Security Professionals easy access to online learning on over 1,500 training assets including courses, videos, webinars, and virtual instruction.
- **Instructor-Led training:** Led by a live instructor in a controlled environment, including in a classroom or virtually, which provides face-to-face contact or individual attention when needed. This format also allows personnel to participate in real-time Q&A sessions. Training may include multi-media such as videos and digital tests.
- **On-the-Job Training (OJT):** A critical Orange County Fire Authority -specific component of a Security Professional's training program, OJT is structured to fully prepare an Allied Universal® security professional for the day-to-day requirements of their particular post. OJT is customized for the assigned job type and applicable Scope of Work associated with the position.
- **Scenario-based learning:** Training on real life situations to teach Security Professionals how to react and make decisions when certain scenarios arise.

- **Web-based and hand-out publications:** Allied Universal® published materials are distributed to employees to ensure they remain updated on topics important to their role. Each publication focuses on specific topics imperative to the security industry and are available on a weekly, monthly, and quarterly basis.

SAFETY TRAINING

Allied Universal's comprehensive safety training program prepares Security Professionals to champion Orange County Fire Authority's safety initiatives, helping to ensure a safety conscious work environment for your employees. We commit to being at the forefront of workplace safety by actively monitoring emerging safety trends and developments and incorporating them into our training programs to ensure Security Professionals are prepared to recognize potential safety issues quickly and respond effectively.

Safety Training		
Fire Safety Professional	Work Safe	Workplace Violence Prevention
<ul style="list-style-type: none"> • Detecting and Preventing Fires • Classes of Fire • Reacting to Fires • Fire Extinguishers • Avoiding Injuries • Hazardous Materials 	<ul style="list-style-type: none"> • Vehicle Safety • Uniforms/Protective Equipment • Alcohol, Drugs, and Weapons • Heavy Equipment • Potential Intruders • Role of the Supervisor • Safety Hazards • Back Safety • Preventing Slips and Falls • Bloodborne Pathogens • Noise in the Workplace • Ergonomics • Computer Smarts • If the Shoe Fits • Preventing Workplace Violence • Accident Reporting 	<ul style="list-style-type: none"> • Workplace Violence Overview • Warning Signs • Prevention • Bullying • Domestic Partner Violence • Active Shooter • Regaining Your Ground • Leadership's Role in Workplace Violence Prevention
Monthly Refresher Safety Training		
<ul style="list-style-type: none"> • Incident Investigations • Hazard Communication and Chemical Safety • Lifting, Pushing, and Pulling 	<ul style="list-style-type: none"> • Distractions • Hot Weather, Cold Weather • Stairs, Steps, and Escalator Safety • Parking Lots 	<ul style="list-style-type: none"> • Personal Protective Equipment and Bloodborne Pathogens • Emergency Preparedness • Safety Using Ladders and Stairs • Workplace Violence

Allied Universal® offers a variety of training delivery options to ensure the Orange County Fire Authority security team has access to the information they need, when and how they need it.

Allied Universal® offers a variety of training delivery options to ensure the Orange County Fire Authority security team has access to the information they need, when and how they need it.

Compliance tracking through the EDGE®, our online learning management system, allows Allied Universal® to record and report training accurately. Trainers and managers can review Security Professional progress through initial, specialty, and refresher training courses, and they can verify compliance with required courses.

Training Methods	
 <p>eLearning – Allied Universal EDGE® Employees can complete training on almost any device, at a time and place convenient for them. Allied Universal EDGE® [Educate, Develop, Grow and Engage] is our proprietary online learning/ development system.</p> <p>1,500+ assets (courses, videos, webinars, VILTs) 8,800,000+ courses completed since 2009</p>	
<p>Instructor-led Hands-on instruction in the classroom and group settings; questions can be addressed and testing conducted.</p>	<p>On-the-Job-Training Site-specific training at your location; customized, online checklist is maintained to help ensure compliance.</p>
<p>Virtual Instructor-led Training (VILT) Training in a virtual environment when the instructor and learner are in separate locations.</p>	<p>Scenario-based Learning Training on real life situations which teaches how to react and make decisions when certain scenarios arise.</p>

VEHICLE TRAINING

Driver and Specialized Patrol Vehicle training are each two-part courses designed for Security Professionals who will drive an Allied Universal® or client-owned vehicle while on duty. Courses are conducted by an Allied Universal® trainer or manager and are also available online.

The second part of vehicle training occurs with the actual patrol vehicle at the work site. Checklists guide the student and the trainer through the safe operation of the patrol vehicle, using the actual patrol routes. Well-trained vehicle operators are both safe and effective, and set the expectation for safe practices for others at your location.

Vehicle Training			
Car/Truck	Segway and T-3	Bicycle	Golf Cart
<ul style="list-style-type: none"> • Driver/Vehicle Policy • Rules on Vehicle Operations • Patrol Driving • Vehicle Inspection Checklist • Vehicle Trip Log • Accident Reporting Procedures • Driver Training Practical Application Checklist 	<ul style="list-style-type: none"> • Definition of Segway and T-3 • Description of How Segways and T-3s Work • Important Safety Tips 	<ul style="list-style-type: none"> • Bicycle Basics and Safety • Rules of the Road • Preparation for Bicycle Patrol 	<ul style="list-style-type: none"> • Golf Cart Daily Inspections • Golf Cart Operation • Safe and Secure Golf Cart Parking

CORE TRAINING

Allied Universal® Security Professionals have many opportunities to further their careers and expand their knowledge through our training opportunities. Core Training, Phase Three of our Security Development process, consists of 20 lessons, each with an exam that must be passed successfully with a score of 80% or higher. To ensure completion of Core Training within six months of hire, we track compliance through our online compliance management system, WinTeam.

Core Training		
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<ul style="list-style-type: none"> • Patrol and Observation • Liability and Loss Prevention • Post Orders 	<ul style="list-style-type: none"> • First Aid, CPR, and AED • Harassment 	
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As part of our commitment to fostering a culture of safety, Allied Universal® has developed a robust safety program, with executive-level oversight, as well as a dedicated committee of safety experts and other professionals. Our safety program is committed to protecting employees from workplace injuries and elevating the level of service to our clients. Allied Universal's partnership with Orange County Fire Authority's safety programs, together with our comprehensive safety training process and dynamic employee and leadership engagement, will help you achieve your safety goals and avoid preventable accidents.

Local Safety Management

Our local managers play an active role in managing safety programs. They:

- Support our security professionals
- Help ensure safety tools, resources and training are available at every site
- Conduct random inspections
- Work with clients to help ensure safety priorities are achieved

Our Safety Program

Vehicle & Driver Safety
Drivers and company vehicles carefully screened. Vehicles with back-up alarms to prevent accidents.

Slip Resistant Shoes
Slip resistant shoes available to employees at a highly discounted rate.

Snow/Ice Traction Devices
Ice traction devices attach to shoes; greater stability for walking in winter weather conditions.

15% reduction in slips & falls

ARMED GUARD TRAINING

Firearms training varies by state regulation, but generally ranges from 20-40 hours, covering these or similar topics:

- Use of firearms
- Ethical and moral considerations of weapons use
- Liability for acts while armed
- Use of deadly force/the Force Continuum
- Search, seizure and arrest procedures while armed
- Firearms safety and maintenance
- Fundamentals of non-lethal weapons use
- Qualification (range practice, one day fire; minimum qualification course typically of 50 rounds with a minimum passing score of 70 - 80 percent)
- Successful completion of written examination with a minimum passing score

6. Provide details on your company's retention plan for keeping staffing levels with the appropriate skills and qualifications.

Our strong retention program translates into one of the lowest turnover rates in the security services industry. As a result, our Security Professionals for Orange County Fire Authority are on board for the long term and are a reliable presence at your site.

Many of our retention efforts, best illustrated through incentive and recognition programs, are designed to keep employees energized and engaged. Thanks to our rigorous screening process, comprehensive training, and decentralized management and support system, you can be assured that our Security Professionals are highly skilled, motivated, and committed to delivering exceptional service.

Allied Universal's client retention rate average is 90%. We credit this high retention rate to exemplary security professional standards, our commitment to best practices, and our operational integrity. These standards apply to every customer account, regardless of size or location.

The elements of staffing stability are complex and interwoven, and include adequate wages and benefits, proper hiring, competent supervision, comprehensive training, employee recognition and incentives, opportunities for advancement and on-going performance evaluations. Allied Universal® is proud to have among the lowest turnover rates in the security services industry.

Many of our retention efforts are best illustrated through our incentive and recognition programs. Additionally, each of our management systems and solutions has elements designed to positively impact retention.

- Our screening process tests for an applicant's predisposition to remain with an employer.
- All new hires are surveyed via text message at key touchpoints when they are first hired (on day 3, 15, 30 and 60) to measure their satisfaction and identify any issues that need to be resolved. Any issues reported automatically trigger a follow-up text validating the concern as well as an escalation to the hiring manager for follow-up.
- Refresher training enhances and reinforces earlier learning.
- Our computerized scheduling system helps avoid assigning shifts that are too long and/or too close together.
- Personalized recruiting approach and profiling by position.
- Allied Universal® Voice is an online feedback tool available 24-hours for Security Professionals and customers to provide real time information with a closed loop follow-up process to ensure any reported issues are identified and addressed promptly.
- Our management teams are trained and coached on human resource tactics that further promote employee retention.
- Decentralized management allows our senior staff to be actively involved with, and easily accessible to, our Security Professionals.

A great retention program means Security Professionals for Orange County Fire Authority are on board for the long term and provide a reliable presence at your site.

Employee Quotes Through Allied Universal Voice

"It has been a wonderful experience working at Allied Universal. They are the best security company I've worked for with excellent staff and good team leadership."

"The team at our site is great...we know what's expected of us. There is a lot of personal pride in what we do and it creates an atmosphere of going beyond our company's, client's and the public's expectations."

"I have worked extensively for three security companies over the past ten years. While the others were good, Allied Universal is a notch above. I enjoy coming to work. Thanks!"

REWARDS AND RECOGNITION

Quality that is rewarded is repeated. Formal recognition for exemplary service supports our culture of quality. Employee recognition also has a way of inspiring others to perform at a higher level. At the heart of this effort is a sincere appreciation for hard work, good judgment and continuous improvement. We strive to recognize and motivate Security Professionals for outstanding achievements, exceptional performance of everyday duties and for being true assets to the security team. Some examples could include:

- **Hero Award & Hero of the Year Award** - Recognizes acts of heroism. Recipients receive an "Allied Universal® Hero Award" certificate, a personal letter from the CEO, and a \$100 cash award. The Hero of the Year and one runner-up, receive personal recognition by the CEO, an engraved "Allied Universal® Hero" statue and a monetary award.
- **Annual Recognition Awards** - Awards in honor of former Allied Universal® leaders: 1) Paul Bryant "Security Professional of the Year", 2) Frank Rabena "Account Manager of the Year", 3) Lou Ligouri "Good Citizen of the Year", and 4) Harriett Lavender "Support Employee of the Year."
- **"You're Phenomenal" On-the-Spot Reward** - Recognizes employees for actions that go above and beyond our already high standards of quality. Employees recognized receive a gift card.
- **Length of Service/Tenure Awards** - Recognizes and rewards employees for continuous, loyal service at their 1, 3, 5, 10, 15, 20 (and each 5-year increment thereafter) year anniversaries.
- **Community Service Award** - Allied Universal® encourages employees to pursue opportunities in their community to make things better for local citizens. This award recognizes those efforts. Ten recipients are selected annually by the Community Service Award Committee and awarded \$500. All nominees receive a recognition letter from the CEO.
- **Partners in Growth** - Referral bonus program.
- **Personal and Professional Development** - A myriad of development resources including online courses, reading lists, a library of resources at branch/corporate training offices, and coaching from supervisors.

CAREER MAPPING AND PLANNING

AU Institute® the umbrella under which all formal learning and development opportunities exist, guides the development of employees. It engages a robust platform to prepare, develop and assess employees throughout every stage of their career. This platform offers critical tools, resources and support employees can leverage to improve, learn and grow.

We are interested in developing and retaining employees by supporting them in achieving their career goals. In addition, we strive to help employees develop into the future leaders of the company. By establishing formal career paths, we can:

- Attract and retain talent by offering better career growth
- Use human capital effectively and achieve greater productivity
- Reduce employee turnover
- Improve morale and motivation
- Improve succession planning

CAREER DEVELOPMENT PLAN

Career Navigator is an ongoing process that assists employees in managing their careers and development. We encourage employees to work with their managers to develop an individual guide to identify their career goals and map out a plan for working toward those goals. Activities may include seeking on-the-job training opportunities, classroom and/or online training, self-development, and outside activities that will enhance skills and experience to prepare the employee to take the next career step.

The most important factor for reducing turnover is having an appropriate wage and benefit package. Award and recognition programs also can help improve employee retention. For example, our Hero Award and Hero of the Year Awards recognize officers for going above and beyond the call of duty. On the Spot Rewards recognize officers on a daily basis for doing the little things that make a difference at a site. Tenure Awards, Partner in Growth (Referral Bonuses), Leads (lead bonuses) and Security Professional Appreciation Week provide additional incentives for our Security Professionals. We recognize investing in our employees leads to significant improved retention and overall improved quality of work performed.

We believe offering the right wage is key to hiring and retaining the caliber of Security Professionals Orange County Fire Authority needs. Unfortunately, some security providers jeopardize quality by driving down the employee wage rate, leaving you with a lower cost, but also lower quality security personnel.

Allied Universal® carefully analyzes employment, workplace, and wage trends to develop appropriate wage and benefit benchmarks for the Security Professionals who will be assigned to Orange County Fire Authority . We conduct an annual wage analysis that leverages information from government agencies, job postings, industry sources, and our own data to determine optimum wage levels based on geographical market, industry, and position.

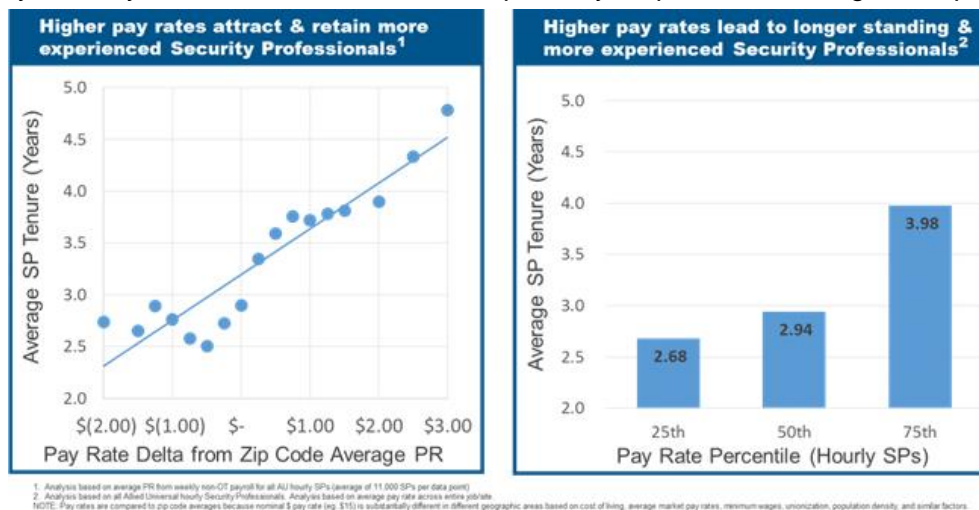
First and foremost, we believe offering the right initial wage is key to hiring and retaining the caliber of Security Professionals Orange County Fire Authority needs for a successful security program. To set competitive, market-based wages, Allied Universal® carefully analyzes employment, workplace, and wage trends to develop appropriate wage and benefit benchmarks for the Security Professionals who will be assigned to Orange County Fire Authority . We conduct an annual wage analysis that leverages information from government agencies, job postings, industry sources, and our own data to determine optimum wage levels based on geographical market, industry, and position.

We have two options for setting up a compensation scale and are open to discussing which scale Orange County Fire Authority wishes to implement. Traditionally the most common method is for Security Professional compensation to be determined based on location, position, and expected duties, taking into account wage trends and market data as described above. Or, we are able to implement a scale that combines the initial factors of location, position, and expected duties with tenured and/or performance-based compensation raise increments.

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Allied Universal® carefully analyzes employment, workplace, and wage trends to develop appropriate wage and benefit benchmarks for the Security Professionals who will be assigned to Orange County Fire Authority . We conduct an annual wage analysis that leverages information from government agencies, job postings, industry sources, and our own data to determine optimum wage levels based on geographical market, industry, and position.

Additionally, we have performed a number of studies to evaluate the impact pay rates have on hiring and retaining quality Security Professionals. The results repeatedly emphasize that wage and quality work go hand in hand.



7. What type of employee benefits does your firm offer full-time and part-time employees?

As an industry leader, Allied Universal® provides meaningful, comprehensive employee benefits to Security Professionals. We offer high-value employee benefits that help us attract high-caliber personnel to serve client needs. We believe that providing comprehensive benefits increases employee satisfaction and enhances security professional effectiveness.

Benefits for Security Professionals include:

- **Medical Insurance:** We offer medical plans to all benefit-eligible employees through payroll deduction and/or client contribution (pursuant to our eligibility requirements and policies). Estimates provided in this proposal represent costs based on proposed and evolving regulations, plan structure, and estimated participation. Detailed additional information regarding coverage and premium costs is available upon request.
- **Dental and Vision Insurance:** Benefit-eligible employees qualify for dental and vision plans.
- **Disability Insurance:** Benefit-eligible employees may purchase both short and long-term disability insurance.
- **Life Insurance:** We provide basic life and accidental death and dismemberment insurance to benefit-eligible employees at no charge. Supplemental life insurance is also available to employees at a competitive rate.

- **Accident Insurance:** Benefit-eligible employees have the option to purchase accident insurance from Aflac.
- **Cash Pay Card:** Employees have the option to receive their pay through direct deposit or as a Cash Pay Card (where permitted). The Cash Pay Card option offers a branded debit card and check option, allowing employee access to wages without having to incur fees.
- **DailyPay:** DailyPay is a voluntary program that allows employees to track their pay after every shift and provides on demand access to their earnings. DailyPay also includes free tools to budget and plan for expenses.
- **Educational Assistance:** We provide educational assistance for eligible applicants selected for the program including up to \$3,000 toward the cost of tuition and qualified related expenses. We partner with over a dozen colleges/universities (DeVry University, The George Washington University, Liberty University, Ashford University, and others) to offer tuition discounts. We also award up to ten annual scholarships of up to \$1,000 to the children of our employees.
- **Commuter Benefits Program:** Allied Universal® offers transit and parking options for benefit eligible employees who can elect to have funds deducted through payroll on a pre-tax basis.
- **Paid Time Off:** We provide different vacation options such as paid time off, anniversary bonuses, and vacation time based on the specific contract and state sick time laws.
- **401(k) Retirement Plan:** Allied Universal® employees are eligible to enroll in our 401(k) retirement savings program anytime following six months of employment.
- **Holidays:** Security Professionals receive time-and-a-half pay when working these holidays: New Year's Day; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; and Christmas Day.
- **Employee Assistance Program:** This program is designed to assist employees in resolving personal circumstances that could impact their work performance.
- **PerkSpot:** We offer various fringe benefits exclusively to our employees for personal use. Some of these benefits include discounts on items such as fitness memberships, cellular phone plans, retail merchandise and credit union access. Allied Universal® also partners with a range of vendors so employees can benefit from special savings and offerings from companies that include: Sprint, AT&T, Verizon Wireless, DIRECTV, Dell Computers, VPI Pet Insurance, GlobalFit, and H&R Block.

NOTE: Allied Universal® reserves the right to change, amend, or terminate the benefits programs and its options at any time.

Benefits are available to all regular, full-time employees who work 30 hours or more per week and they are eligible the first of the month following a 60-day waiting period beginning on their date of hire (except where state laws may differ). Eligible employees hired through an account takeover or acquisition may be eligible for coverage sooner, such as the first of the month following the date of hire with Allied Universal®. The exact date of benefit coverage will be conveyed to eligible employees.

Allied Universal® recognizes continuous service of our employees through our Anniversary Bonus Program. The Anniversary Bonus is available to all employees who complete one year of continuous service. We base the amount on each full year of service completed and pay it on the employee's anniversary date. Security Professionals can still arrange to take unpaid time off if desired, but our experience has shown that the majority of Security Professionals would rather have the money in

hand than the time off. This Anniversary Bonus offers our valued employees greater flexibility, while also serving as an incentive for employees to stay with the company therefore improving overall employee retention.

Allied Universal® does not provide paid sick leave, except where such may be required by a collective bargaining agreement, customer contract, or state or local laws. Where mandated, Allied Universal® complies with all applicable state or local laws, and provides employees with all required notices on the availability of paid sick leave. Refer to the State Law Addendum for specific details.

If an employee is sick and cannot work, or needs to care for a sick family member and cannot work an assigned shift, we require the employee to contact his or her supervisor at least four hours in advance of the start of the scheduled shift, unless state or local law provides otherwise. Such time off will be granted without pay, except where paid sick leave is provided and such paid time is available to the employee. The Attendance Policy available to employees and supervisors outlines specific details related to authorized and unauthorized absences.

8. Provide details on how your firm will meet the requirements for the Affordable Health Care Act.

Allied Universal® is committed to providing a range of affordable, competitive and comprehensive benefits for our employees who rely on them. The Allied Universal® benefits program is designed for employees to enjoy success on the job while living healthy and balanced lives. We offer medical, dental, and vision plans to all benefit-eligible employees through payroll deduction and/or client contribution, pursuant to our eligibility requirements and policies.

The Allied Universal® benefits platform provides our employees with 24/7 access to an array of online self-service tools and resources to manage their benefits securely and confidentially. From this member-only website, employees can evaluate healthcare and insurance options quickly and easily, review benefit documents, and search for in-network providers. Ensuring our employees remain connected to the information they need, when they need it, produces healthier choices and increases employee satisfaction.

We understand that an effective benefits package starts with comprehensive medical coverage. Security Professionals assigned to Orange County Fire Authority locations in the United States can enroll in one of several medical insurance plans, each with different monthly premiums.

An affordable medical option that meets the individual responsibility mandate under the Affordable Care Act (ACA) is also available so employees will not be assessed a penalty under the law. Although these plans are not designed to cover the costs of serious or chronic illnesses or provide major medical coverage, these limited indemnity plans pay a fixed benefit per day for certain medical events to help offset expenses and cover out-of-pocket costs for common services such as doctor visits, intensive care, and hospitalization.

To help employees maintain dental health, we offer both a preferred provider organization (PPO) plan and health maintenance organization (HMO) plan (available in many areas) to cover most preventive and diagnostic care and offer affordable major and basic treatments. For employees enrolled in the PPO plan, additional savings are available by using dentists in the DPPO Advantage Network.

Allied Universal® offers a vision program designed to protect the visual wellness of our employees. Out-of-network benefits also are available with an allowance. Under this voluntary plan, employees pay 100% of the monthly premium.

We offer several other benefits in addition to these medical, dental and vision options. We provide Basic Life Insurance and Accidental Death and Dismemberment (AD&D) at no cost to the employee (\$10,000) and offer additional voluntary coverage of up to 5 times their salary to a maximum of \$500,000. Additional voluntary coverage is available for spouse, domestic partner, or dependent children. We also provide employees an opportunity to enroll in a variety of other insurance benefits including accident, critical illness, hospital, and short and long-term disability insurance plans.

9. Provide a description of Contractor's loss prevention and risk management program.

RISK ADVISORY & CONSULTING SERVICES

Allied Universal® Risk Advisory and Consulting Services combine risk and threat assessment, prevention, and investigative practices developed by industry-leading security experts. Our centralized practice places a strategic focus on reducing risk, helping clients determine where and when risk is most likely to turn into threat, and identifying the most effective means to combat those threats. Armed with the knowledge to make critical business decisions, our clients can help ensure the best risk management outcomes. With five key practices that integrate with, and augment, traditional security services and systems, our services present a comprehensive picture of risk and actionable solutions to enhance security program effectiveness and return-on-investment

Security Consulting Practice: Our consultative approach includes a professional assessment of the preparedness of security management, performance of security personnel, and the effectiveness of security policies and systems to identify and minimize vulnerabilities in physical security programs. We design and implement strategic risk management initiatives based on risk and risk-management principles, providing the rationale and framework for developing and expanding security programs in alignment with core business objectives. Services include:

- Physical Security Assessment, Design, and Engineering
- Threat and Vulnerability Assessments
- Supply Chain Program Security and Audit
- Corporate Security Program Reviews and Audits
- Workplace Violence Program Review and Design
- IRS 132 Assessment
- GSOC Optimization
- Fire Life Safety Programs

-Investigations Practice: Offering a variety of business investigation services to guide clients in mitigating risks, protecting assets, and intellectual property, Allied Universal's investigations practice can ensure that investments, business relationships, and transactions lead to positive outcomes. We also provide business investigation intelligence in support of litigation and asset recovery efforts with a wide range of litigation support services. Leveraging an extensive network of resources and open-source information, our investigation services include:

- Policy, Civil, or Criminal Investigations
- Employee Misconduct and External Threat Matters

- Intellectual Property Protection
- Global Counterfeit Investigations
- Business Transaction Due Diligence
- Fraud and Financial Crimes
- Litigation Support
- Personnel Background Inquiries
- Asset Tracking and Recovery
- Organized Retail Crime Investigations
- Insider Threat Investigations

Intelligence Practice: Delivers tailored and actionable intelligence to help clients mitigate risk and make informed decisions to ensure the safety and security of their enterprise. Located in our 24/7 operations centers, our highly trained teams provide not only local and regional expertise, but also a full breadth of topical knowledge in fields ranging from the maritime industry to oil and gas to cybersecurity. Our Intelligence Practice provides a range of services built on providing comprehensive situational awareness for more informed decisions including:

- Threat Monitoring (situational awareness, social media, and deep web)
- Intelligence Analysis and Reporting
- Training and Consulting
- Embedded and Remote Analysts

Threat, Disaster and Emergency Response: Proactive preparation and effective management of the security response before, during, and after a high-risk event to deliver safety, asset protection, and business continuity. In times of natural disaster, crisis, civil disturbance, or strike/labor unrest, we can coordinate effectively on behalf of clients, helping them recover quickly from critical events and minimize disruption to operations with services to include:

- Disaster and emergency response procedure development
- Rapid mobilization of support resources
- Leverage relationships with federal, state, and local governments
- Coordinate with law enforcement resources

10. Describe how Contractor fills-in for unscheduled employee absence due to illness, family emergency, etc.

Allied Universal® is committed to providing uninterrupted coverage for Orange County Fire Authority's site. Our contingency force of temporary, part-time employees and reserve Security Professionals can be used to provide additional coverage due to security professional absence caused by a personal emergency or a previously scheduled absence due to vacation. All contingent Security Professionals are licensed and will receive appropriate on-the-job training for various posts to ensure they are fully trained and qualified in accordance with Orange County Fire Authority requirements and expectations.

Allied Universal® has designed our response process to ensure quick, reliable action. We will staff and equip any emergency response for Orange County Fire Authority using a four-step process:

- When Orange County Fire Authority reports an emergency event, we start with your existing Security Professionals, holding personnel over at your site to ensure all shifts are filled. Our standard procedure during an emergency is to place Security Professionals on 12-hour shifts. This process allows Allied Universal® to address emergency needs quickly with

personnel who are available immediately, already trained at your site, and familiar with your emergency procedures.

- We next deploy resources from our dedicated pool of emergency response officers in your local area.
- Our next step is to engage resources from our surrounding service areas in your state, assigning Security Professionals to your site in order of their proximity.
- Finally, we activate our national emergency response team, if needed, adding Security Professionals from throughout the country.

Security Professionals must remain at their post until they are relieved by another employee. In the event an employee is late or fails to appear for their shift, we utilize our open post procedures to ensure continuity of service at your site, as outlined below:

Contingency Force

We maintain a workforce of temporary, part-time employees and reserve Security Professionals to provide additional coverage in response to call offs and unforeseen absences. We also cross-train Security Professionals to fill shifts as needed to guarantee continuous service.

Open Post Procedures

Our shift check-in requirements facilitate the response to any unexpected absence at your Orange County Fire Authority sites. If a scheduled Security Professional fails to clock in, local supervisors receive notification and take action to fill the post. Based on the scenario, the following corrective actions may be instituted:

- For late arrivals or a missed check-in, the scheduled employee is contacted for an explanation, and if necessary, steps are taken to fill the vacant post until their arrival.
- For a no call, no show on active posts where one Security Professional is relieving another, the present Security Professional continues coverage from the previous shift, or a supervisor takes over until an alternate Security Professional arrives. As a result of this approach, we do not bill Orange County Fire Authority for any unplanned overtime.
- For a no call, no show on a cold-start post, the local Allied Universal® office will dispatch additional contingency force personnel to the security site.

Scheduling Innovations

Our Allied Universal® scheduling system is designed to avoid potential absences in the first place by matching the best-fit employee to each post, taking into consideration an employee's past performance and site experience. Our ability to consistently place the highest quality Security Professionals on post ensures a more dependable staff for Orange County Fire Authority locations.

Allied Universal® seeks to deliver Orange County Fire Authority the industry's most reliable workforce. Taking employee interactions to the next level, we have developed a Live Interactive Support AI (LISA) to provide enhanced text capabilities for improved communications with our Security Professionals. For those Security Professionals who opt-in, LISA provides automated timekeeping and smart scheduling, and she can address real-time no shows as soon as she detects a missed clock-in. LISA can fill a no call, no show vacancy by texting the assigned Security Professional, alerting the supervisor, reassigning the post, and providing confirmation of the alternate employee's arrival.

No post will go unmanned, and we will not bill Orange County Fire Authority for unplanned overtime as a result of Allied Universal® failing to meet our contractual obligations.

Whether due to emergency, natural disaster, special event, or well-attended function, sometimes Orange County Fire Authority may require additional coverage to supplement your regular security team. With over 300,000 experienced Security Professionals across North America, Allied Universal® has the people, resources, and localized expertise to provide the supplemental security support you need at a moment's notice.

11. What will be the mode of communication between onsite staff, company management and the OCFA staff?

Orange County Fire Authority's Client Manager, Kevin Bauer, represent your first point of contact. They are available 24/7. In addition, we will provide an escalation list of contacts. They serve as liaisons between Orange County Fire Authority and our branch management, as well as conduits to emergency services personnel, such as fire, police, transportation, and technology services. Our Service Assurance Center is also available to assist Orange County Fire Authority after hours and for special emergency needs.

Accessible online and via mobile application, and available at no charge to Orange County Fire Authority, Allied Universal's secure eHub portal offers increased transparency and efficiency by providing our clients and security teams with instant access to relevant account information. Allied Universal® Security Professionals and managers use eHub to access employee rosters and job and site-specific information, as well as to update contact information and access pay stubs and other important details. eHub offers Orange County Fire Authority high visibility into your account with real-time access to key details, including billing and invoicing, information about site coverage levels, personnel details, turnover information, and compliance data. eHub also allows Orange County Fire Authority to request temporary or additional coverage as needed.

With instant access to account information, eHub allows you to view your payment status and invoices whenever you need. Invoices can be printed or exported on demand in multiple formats, and the portal allows you to access past data for planning. eHub provides real-time knowledge about site coverage, including the ability for Orange County Fire Authority to view posts and schedules as needed. Additional information – such as security inspection results, rosters and turnover information – offers insights to assist Orange County Fire Authority in current and future security program planning and budgeting.

Unexpected program adjustments can be made quickly through eHub, regardless of time of day. Orange County Fire Authority may order temporary or additional Security Professionals and review order status directly through the portal. Allied Universal® managers receive automatic notification of your request to ensure quick action to meet Orange County Fire Authority needs.