



ORANGE COUNTY FIRE AUTHORITY

AGENDA

EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, April 22, 2021

5:30 P.M.

Regional Fire Operations and Training Center Board Room

1 Fire Authority Road
Irvine, CA 92602

Dave Shawver, Chair

Michele Steggell, Vice Chair

Shelley Hasselbrink • Joe Muller • Donald P. Wagner • Noel Hatch

Gene Hernandez • Leticia Clark • John O'Neill

Alternate: Kathy Ward

Ex Officio Member - Dennis Wilberg, Mission Viejo

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



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040 and identify the need and the requested modification or accommodation. Please notify us as soon as is feasible, however 48 hours prior to the meeting is appreciated to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

NOTICE REGARDING PUBLIC PARTICIPATION DURING COVID-19 EMERGENCY

During the Statewide COVID-19 Emergency, the public is not permitted to convene in person for this public meeting. However, the public may still view and comment on the meeting as follows:

- To watch the meeting online, please go to website at www.OCFA.org
- To submit an e-comment, please email to PublicComments@ocfa.org

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

CALL TO ORDER by Chair Shawver

INVOCATION by OCFA Chaplain Harry Robinson

PLEDGE OF ALLEGIANCE by Director Ward

ROLL CALL by Clerk of the Authority

REPORTS

A. Report from the Budget and Finance Committee Chair

PUBLIC COMMENTS

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

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

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

A. Minutes from the March 25, 2021, Regular Executive Committee Meeting

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

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

Recommended Action:

Approve as submitted.

B. Monthly Investment Reports

Submitted by: Tricia Jakubiak, Treasurer

Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Executive Committee agenda for approval by 7-0 vote (Directors Muller and Sachs absent).

Recommended Action:
Receive and file the reports.

C. Increase to Agreement for Environmental Professional Consulting Services for OCFA Training Grounds Expansion

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

Recommended Action:
Approve and authorize the Purchasing Manager to increase the professional services agreement with Dudek for environmental consulting services by \$31,623 for a total not to exceed \$130,946.

D. Award of Contract for Portable Restroom/Shower Trailers

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

Recommended Action:
Approve and authorize the Purchasing Manager to award the contract to Ready2Go Restroom Trailers Sales, LLC. in the amount of \$251,733.20.

3. DISCUSSION CALENDAR

No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT –The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, May 27, 2021, at 5:30 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury and as required by the State of California, Government Code § 54954.2(a), that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting.

Maria D. Huizar, CMC
Clerk of the Authority

UPCOMING MEETINGS:

Human Resources Committee
Budget and Finance Committee
Executive Committee
Board of Directors

Tuesday, May 4, 2021, 12 noon
Wednesday, May 12, 2021, 12 noon
Thursday, May 27, 2021, 5:30 p.m.
Thursday, May 27, 2021, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, March 25, 2021
5:30 P.M.**

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

CALL TO ORDER

Chair Shawver called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on March 25, 2021.

INVOCATION

The invocation was led by Chair Shawver.

PLEDGE OF ALLEGIANCE

Vice Chair Steggell led the assembly in the Pledge of Allegiance to our Flag.

ROLL CALL

Present: Dave Shawver, Stanton, Chair
Michele Steggell, La Palma, Vice Chair
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda*
Noel Hatch, Laguna Woods*
Letitia Clark, Tustin*
John O'Neill, Garden Grove*
Donald P. Wagner, County of Orange*

Absent: Joe Muller, Dana Point
Dennis Wilberg, Ex Officio

Also present were:

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Deputy Chief Kenny Dossey	Assistant Chief Robert Cortez
Assistant Chief Randy Black	Assistant Chief Lori Smith
Assistant Chief Jim Ruane	General Counsel David Kendig
Assistant Chief Phil Johnson	Assistant Chief Stephanie Holloman
Clerk of the Authority Maria D. Huizar	Dir. of Communications Colleen Windsor

**Executive Committee Members Attending via Teleconferencing*

REPORTS

A. Report from the Budget and Finance Committee Chair

The Budget and Finance Report was postponed to the Board of Directors meeting.

PUBLIC COMMENTS

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

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

On motion of Director Hatch and second by Director Hernandez, and following a roll call vote, declared passed 8-0 to approve the Items 2A-2C as submitted (Director Muller absent).

A. Minutes from the February 25, 2021, Regular Executive Committee Meeting (FILE 11.06)

Action: Approve as submitted.

B. Monthly Investment Reports (FILE 11.10D2)

Action: Receive and file the reports.

C. Agreement for the Purchase of a Used Heavy Rescue Vehicle from the City of Fullerton (FILE 19.09E)

Actions:

1. Approve and authorize the Purchasing Manager to issue a purchase order to the City of Fullerton for the purchase of used Heavy Rescue Vehicle No. 5460, radios, and associated accessories in an amount not to exceed \$60,000; and
2. Approve as to form and authorize the Purchasing Manager to execute the Bill of Sale and Notice of Release of Liability.

3. DISCUSSION CALENDAR

No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

The Committee Members offered no comments.

ADJOURNMENT –Chair Shawver adjourned the meeting at 5:36 p.m. The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, April 22, 2021, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
April 22, 2021

Agenda Item No. 2B
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

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

Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Executive Committee agenda for approval by 7-0 vote (Directors Muller and Sachs absent).

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report for the month ended February 28, 2021. A preliminary investment report as of March 19, 2021, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – February 2021/Preliminary Report –March 2021

Orange County Fire Authority Monthly Investment Report



Final Report – February 2021

Preliminary Report – March 2021



Monthly Investment Report Table of Contents

<i>Final Investment Report – February 28, 2021</i>	<i>1</i>
<i>Executive Summary.....</i>	<i>2</i>
<i>Portfolio Statistics.....</i>	<i>3</i>
<i>Benchmark Comparison.....</i>	<i>4</i>
<i>Portfolio Size, Yield, & Duration.....</i>	<i>4</i>
<i>Portfolio Summary.....</i>	<i>5</i>
<i>Portfolio Details.....</i>	<i>6</i>
<i>Aging Report.....</i>	<i>9</i>
<i>Notes to Portfolio Management Report.....</i>	<i>10</i>
<i>Local Agency Investment Fund.....</i>	<i>11</i>
<i>Preliminary Investment Report – March 19, 2021.....</i>	<i>13</i>
<i>Portfolio Summary.....</i>	<i>14</i>
<i>Portfolio Details.....</i>	<i>15</i>
<i>Aging Report.....</i>	<i>18</i>
<i>Notes to Portfolio Management Report.....</i>	<i>19</i>
<i>Glossary.....</i>	<i>20</i>



Orange County Fire Authority

Final Investment Report

February 28, 2021



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of February 2021, the size of the portfolio decreased by approximately \$20 million to \$133.9 million. Significant receipts for the month included three cash contract payments totaling \$6.9 million, an apportionment of property taxes, various intergovernmental agency payments and other charges for current services totaling \$4.2 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$14.9 million each with related benefits. Total February cash outflows amounted to approximately \$31.6 million. The portfolio's balance is expected to increase in the following month as secured property tax receipts are scheduled in March.

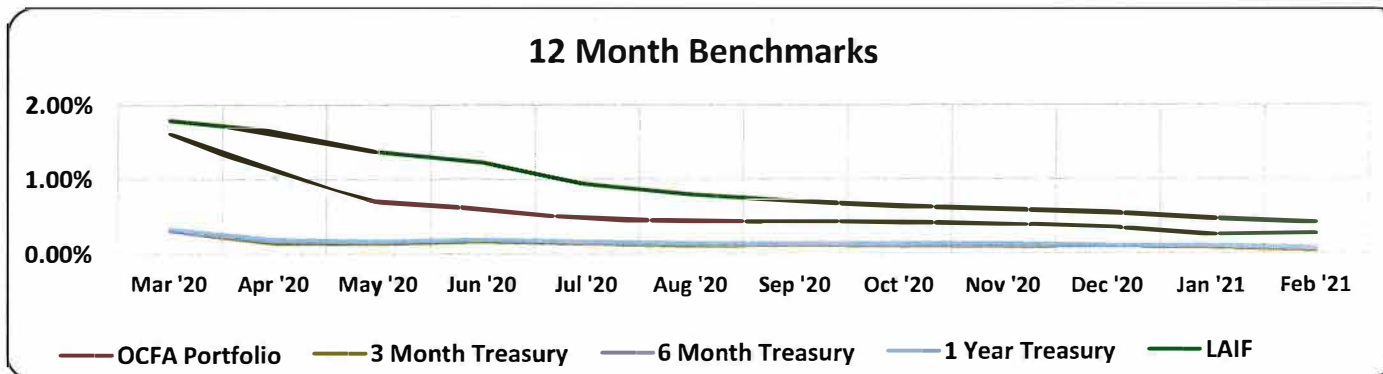
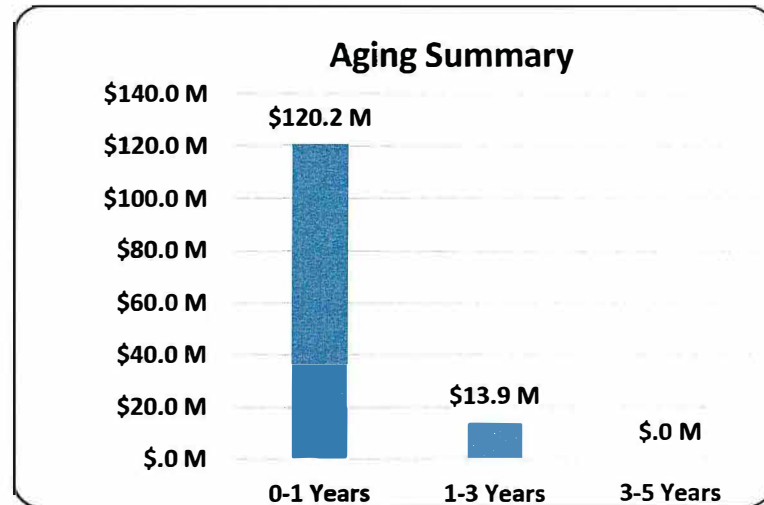
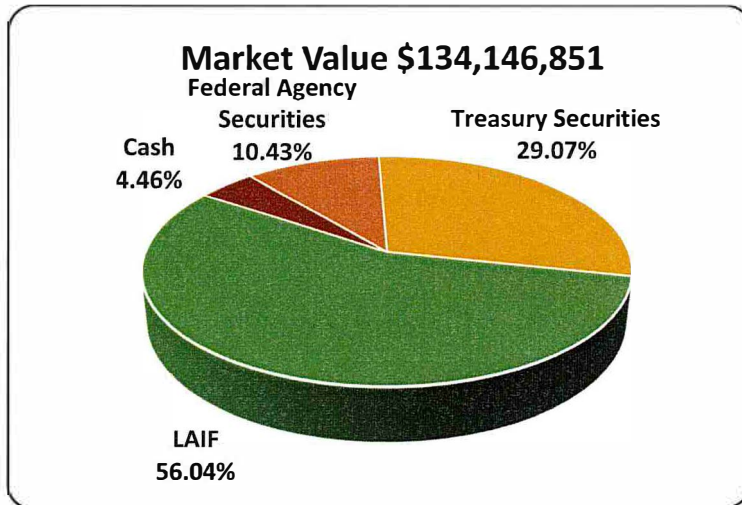
In February, the portfolio's yield to maturity (365-day equivalent) remained unchanged at 0.28%. The effective rate of return increased by 2 basis points to 0.26% for the month, and the average maturity of the portfolio decreased by 7 days to 19 days to maturity.

Economic News

In February 2021, the U.S. unemployment rate dropped to 6.2% from January's 6.3%. Job growth returned in February with the addition of 379,000 non-farm payroll jobs setting a positive tone heading into the spring and summer months and with the pace of vaccinations accelerating. Retail sales dropped by 3% in February following a robust January. Where January was fueled by end of year stimulus payments, February was impacted by harsh weather. Consumer confidence rose to a three-month high in February. Manufacturing activity continued its recovery in February, marking the 9th straight month of positive performance. The non-manufacturing/service sector slowed in February largely due to harsh winter storms in Texas and the South region. Consumer prices climbed by 0.4% in February as the cost of gasoline lead the way increasing 6.4%. The producer price index increased slightly by .5% in February. The Federal Reserve Chairman Jerome Powell has indicated that the Fed will not raise interest rates and allow inflation to rise above the 2% target before tightening of the monetary policy takes place.



PORTFOLIO HAS AMPLE LIQUIDITY AND IS EXCEEDING TREASURY BENCHMARKS AS OF FEBRUARY 28, 2021





BENCHMARK COMPARISON AS OF FEBRUARY 28, 2021

<i>3 Month T-Bill:</i> 0.04%	<i>1 Year T-Bill:</i> 0.07%
<i>6 Month T-Bill:</i> 0.06%	<i>LAIF:</i> 0.407%
<i>OCFA Portfolio:</i> 0.26%	

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>	\$134,346,510	\$154,694,509	\$137,309,170
<i>Yield to Maturity (365 day)</i>	0.28%	0.28%	1.75%
<i>Effective Rate of Return</i>	0.26%	0.24%	1.74%
<i>Days to Maturity</i>	19	26	16



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
February 28, 2021

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

(See Note 1 on page 10)

(See Note 2 on page 10)

Investments	Par	Market	Book	% of	Days to Call/ Maturity	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
	Value	Value	Value	Portfolio			
Federal Agency Coupon Securities	14,000,000.00	13,992,580.00	14,000,000.00	10.94	1,003	0.187	0.190
Treasury Discounts -Amortizing	39,000,000.00	38,999,130.00	38,998,915.00	30.47	69	0.055	0.055
Local Agency Investment Funds	75,000,000.00	75,170,348.85	75,000,000.00	58.59	1	0.401	0.407
	128,000,000.00	128,162,058.85	127,998,915.00	100.00%	131	0.272	0.276
Investments							
Cash and Accrued Interest							
Passbook/Checking (not included in yield calculations)	5,984,718.45	5,984,718.45	5,984,718.45		1	0.000	0.000
Accrued Interest at Purchase		73.89	73.89				
Subtotal		5,984,792.34	5,984,792.34				
Total Cash and Investments	133,984,718.45	134,146,851.19	133,983,707.34		131	0.272	0.276

Total Earnings	February 28 Month Ending	Fiscal Year To Date
Current Year	27,559.81	375,878.76
Average Daily Balance	138,620,965.94	147,667,771.93
Effective Rate of Return	0.26%	0.38%

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

Patricia Jakubiak
 Patricia Jakubiak, Treasurer 3/5/21

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 133,983,707.34
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ 362,803.09
Total	\$ 134,346,510.43

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
February 28, 2021

(See Note 1 on page 10) (See Note 2 on page 10)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations		07/01/2020	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			7,408,465.52		0.00	0.00	0.00		0.000	0	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank		12/23/2020	14,000,000.00	13,992,580.00	14,000,000.00	0.190	0.190	113	09/22/2023
Subtotal and Average			14,000,000.00		14,000,000.00	13,992,580.00	14,000,000.00		0.190	113	
Treasury Discounts -Amortizing											
9127964F3	1019	US Treasury Bill		12/23/2020	12,000,000.00	12,000,000.00	11,999,940.00	0.060	0.062	3	03/04/2021
9127964N6	1021	US Treasury Bill		01/06/2021	9,000,000.00	8,999,910.00	8,999,745.00	0.060	0.062	17	03/18/2021
9127964P1	1022	US Treasury Bill		01/14/2021	12,000,000.00	11,999,520.00	11,999,380.00	0.060	0.062	31	04/01/2021
9127964Y2	1023	US Treasury Bill		02/26/2021	6,000,000.00	5,999,700.00	5,999,850.00	0.020	0.021	45	04/15/2021
Subtotal and Average			42,212,500.42		39,000,000.00	38,999,130.00	38,998,915.00		0.055	21	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	75,170,348.85	75,000,000.00	0.407	0.407	1	
Subtotal and Average			75,000,000.00		75,000,000.00	75,170,348.85	75,000,000.00		0.407	1	
Total and Average			138,620,965.94		128,000,000.00	128,162,058.85	127,998,915.00		0.276	19	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
February 28, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2020	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2020	5,964,718.45	5,964,718.45	5,964,718.45		0.000	1
		Average Balance	0.00	Accrued Interest at Purchase		73.89	73.89			1
				Subtotal		5,984,792.34	5,984,792.34			
		Total Cash and Investments	138,620,965.94		133,984,718.45	134,146,851.19	133,983,707.34		0.276	19

Orange County Fire Authority

In Service of Others!



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

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	(03/01/2021 - 03/01/2021)	4 Maturities	0 Payments	80,984,718.45	60.44%	80,984,718.45	81,155,067.30
Aging Interval:	1 - 30 days	(03/02/2021 - 03/31/2021)	2 Maturities	0 Payments	21,000,000.00	15.67%	20,999,685.00	20,999,910.00
Aging Interval:	31 - 60 days	(04/01/2021 - 04/30/2021)	2 Maturities	0 Payments	18,000,000.00	13.43%	17,999,230.00	17,999,220.00
Aging Interval:	61 - 90 days	(05/01/2021 - 05/30/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	91 - 120 days	(05/31/2021 - 06/29/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	(06/30/2021 - 03/01/2022)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(03/02/2022 - 02/29/2024)	1 Maturities	0 Payments	14,000,000.00	10.45%	14,000,000.00	13,992,580.00
Aging Interval:	1096 days and	(03/01/2024 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			9 Investment	0 Payments		100.00	133,983,633.45	134,146,777.30



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2020 includes an increase of \$368,460 to the LAIF investment and a decrease of (\$5,657) 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 February 28, 2021, OCFA has \$75,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of December 31, 2020 is 1.002271318. When applied to OCFA's LAIF investment, the fair value is \$75,170,349 or \$170,349 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at February 28 2021 is included on the following page.



State of California Pooled Money Investment Account Market Valuation 2/28/2021

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch.		
United States Treasury:				
Bills	\$ 43,170,201,363.08		\$ 43,190,546,500.00	NA
Notes	\$ 29,845,413,644.53		\$ 30,012,425,500.00	\$ 71,053,930.50
Federal Agency:				
SBA	\$ 438,808,221.44		\$ 434,764,905.88	\$ 186,739.08
MBS-REMICs	\$ 11,772,067.72		\$ 12,358,396.60	\$ 54,637.34
Debentures	\$ 3,874,852,220.39		\$ 3,883,257,390.00	\$ 5,268,175.41
Debentures FR	\$ -		\$ -	\$ -
Debentures CL	\$ 600,000,000.00		\$ 598,742,000.00	\$ 197,056.00
Discount Notes	\$ 14,075,433,660.81		\$ 14,081,053,680.00	NA
Supranational Debentures	\$ 770,582,759.62		\$ 769,064,950.00	\$ 2,562,773.75
Supranational Debentures FR	\$ 200,109,832.56		\$ 200,141,474.18	\$ 86,720.84
CDs and YCDs FR	\$ 300,000,000.00		\$ 300,069,000.00	\$ 150,943.19
Bank Notes	\$ -		\$ -	\$ -
CDs and YCDs	\$ 15,150,000,000.00		\$ 15,149,230,774.92	\$ 7,307,291.66
Commercial Paper	\$ 10,342,429,152.73		\$ 10,345,923,180.54	NA
Corporate:				
Bonds FR	\$ -		\$ -	\$ -
Bonds	\$ 14,966,250.00		\$ 14,787,750.00	\$ 6,708.30
Repurchase Agreements	\$ -		\$ -	\$ -
Reverse Repurchase	\$ -		\$ -	\$ -
Time Deposits	\$ 4,229,500,000.00		\$ 4,229,500,000.00	NA
PMIA & GF Loans	\$ 693,695,000.00		\$ 693,695,000.00	NA
TOTAL	\$ 123,717,764,172.88		\$ 123,915,560,502.12	\$ 86,874,976.07

Fair Value Including Accrued Interest \$ 124,002,435,478.19

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).



Orange County Fire Authority
Preliminary Investment Report
March 19, 2021



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
March 19, 2021

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

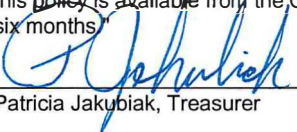
(See Note 1 on page 19)

(See Note 2 on page 19)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call/ Maturity	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Federal Agency Coupon Securities	14,000,000.00	13,991,040.00	14,000,000.00	11.76	1,003	94	0.187	0.190
Federal Agency Disc. -Amortizing	12,000,000.00	11,999,520.00	11,999,031.66	10.08	91	83	0.035	0.036
Treasury Discounts -Amortizing	18,000,000.00	18,000,000.00	17,999,673.33	15.13	67	17	0.047	0.048
Local Agency Investment Funds	75,000,000.00	75,170,348.85	75,000,000.00	63.03	1	1	0.401	0.407
	119,000,000.00	119,160,908.85	118,998,704.99	100.00%	138	23	0.286	0.290
Investments								
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	13,657,188.36	13,657,188.36	13,657,188.36		1	1	0.000	0.000
Accrued Interest at Purchase		73.89	73.89					
Subtotal		13,657,262.25	13,657,262.25					
Total Cash and Investments	132,657,188.36	132,818,171.10	132,655,967.24		138	23	0.286	0.290

Total Earnings	March 19 Month Ending	Fiscal Year To Date
Current Year	18,145.31	394,024.07
Average Daily Balance	133,467,326.49	146,637,968.63
Effective Rate of Return	0.26%	0.37%

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


 Patricia Jakubiak, Treasurer 3/26/21

Cash and Investments with GASB 31 Adjustment:	
Book Value of Cash & Investments before GASB 31 (Above)	\$ 132,655,967.24
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ 362,803.09
Total	\$ 133,018,770.33

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
March 19, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	(See Note 1 on page 19)	(See Note 2 on page 19)	Stated Rate	YTM/Call	Days	Maturity Date
						Market Value	Book Value		365	to Call/ Maturity	
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations		07/01/2020	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			11,468,398.60		0.00	0.00	0.00		0.000	0	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank		12/23/2020	14,000,000.00	13,991,040.00	14,000,000.00	0.190	0.190	94	09/22/2023
Subtotal and Average			14,000,000.00		14,000,000.00	13,991,040.00	14,000,000.00		0.190	94	
Federal Agency Disc. -Amortizing											
313385GT7	1024	Fed Home Loan Bank		03/12/2021	12,000,000.00	11,999,520.00	11,999,031.66	0.035	0.036	83	06/11/2021
Subtotal and Average			5,052,206.67		12,000,000.00	11,999,520.00	11,999,031.66		0.036	83	
Treasury Discounts -Amortizing											
9127964P1	1022	US Treasury Bill		01/14/2021	12,000,000.00	12,000,000.00	11,999,760.00	0.060	0.062	12	04/01/2021
9127964Y2	1023	US Treasury Bill		02/26/2021	6,000,000.00	6,000,000.00	5,999,913.33	0.020	0.021	26	04/15/2021
Subtotal and Average			27,946,721.23		18,000,000.00	18,000,000.00	17,999,673.33		0.048	17	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	75,170,348.85	75,000,000.00	0.407	0.407	1	
Subtotal and Average			75,000,000.00		75,000,000.00	75,170,348.85	75,000,000.00		0.407	1	
Total and Average			133,467,326.49		119,000,000.00	119,160,908.85	118,998,704.99		0.290	23	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
March 19, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2020	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2020	13,637,188.36	13,637,188.36	13,637,188.36		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		73.89	73.89			1
				Subtotal		13,657,262.25	13,657,262.25			
Total Cash and Investments			133,467,326.49		132,657,188.36	132,818,171.10	132,655,967.24		0.290	23

(This Page Intentionally Left Blank)



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of March 22, 2021

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(03/22/2021 - 03/22/2021)	4 Maturities 0 Payments	88,657,188.36	66.83%	88,657,188.36	88,827,537.21	
Aging Interval:	1 - 30 days	(03/23/2021 - 04/21/2021)	2 Maturities 0 Payments	18,000,000.00	13.57%	17,999,720.00	18,000,000.00	
Aging Interval:	31 - 60 days	(04/22/2021 - 05/21/2021)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00	
Aging Interval:	61 - 90 days	(05/22/2021 - 06/20/2021)	1 Maturities 0 Payments	12,000,000.00	9.05%	11,999,055.00	11,999,520.00	
Aging Interval:	91 - 120 days	(06/21/2021 - 07/20/2021)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00	
Aging Interval:	121 - 365 days	(07/21/2021 - 03/22/2022)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00	
Aging Interval:	366 - 1095 days	(03/23/2022 - 03/21/2024)	1 Maturities 0 Payments	14,000,000.00	10.55%	14,000,000.00	13,991,040.00	
Aging Interval:	1096 days and after	(03/22/2024 -)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00	
			Total for	8 Investments	0 Payments	100.00	132,655,963.36	132,818,097.21



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2020 includes an increase of \$368,460 to the LAIF investment and a decrease of (\$5,657) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
April 22, 2021

Agenda Item No. 2C
Consent Calendar

**Increase to Agreement for Environmental Professional
Consulting Services for OCFA Training Grounds Expansion**

Contact(s) for Further Information

Jim Ruane, Assistant Chief Logistics Department	jimruane@ocfa.org	714.573.6801
Patrick Bauer, Property Manager	patrickbauer@ocfa.org	714.573.6471

Summary

This agenda item is submitted for approval to increase the professional services agreement with Dudek and Associates, Inc. (Dudek) for additional environmental consulting services for the RFOTC Training Grounds project. The additional services are needed to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for submittal to the City of Irvine, as required by the California Environmental Quality Act (CEQA).

Prior Board/Committee Action(s)

None.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to increase the professional services agreement with Dudek for environmental consulting services by \$31,623 for a total not to exceed \$130,946.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the project was approved in the adopted FY 2020/21 Capital Improvement Program Budget, specifically in Fund 123 (Fire Stations & Facilities).

Background

The RFOTC Training Grounds Upgrades and Expansion project is comprised of two major phases. The first phase addresses improvements needed for the South existing training grounds property, including renovation and improvements to the existing training tower, as well as the addition of an additional Class A Burn training tower, breaching training props, and electrical upgrades.

The second major phase of the project provides for expansion of facilities in the North 40 portion of the grounds, including construction of a parking lot, a slow skill driving course, a stacked container training structure, and portable classroom buildings. Due to the nature and scope of the additional Class A burn tower in the existing South training grounds and the planned improvements to the North 40, it was determined that preparation of a CEQA Initial Study/Mitigated Negative Declaration for consideration by the City of Irvine would be required.

Selection of Firm

On August 31, 2020, staff issued a Request for Proposals resulting in OCFA receiving ten responsive proposals. A panel of subject matter experts evaluated the proposals based on Method of Approach (15), Technical Capabilities (25), Qualifications and Experience (35), and Price (25). The panel held interviews with the three top-ranked firms, and Dudek emerged with the highest overall ranking. A request for a Best and Final Offer was sent to Dudek, resulting in a pricing reduction, and staff entered into a professional services agreement with the firm for an amount not to exceed \$99,323.

Additional Work Required

Work performed to date on the CEQA technical study has resulted in the determination that additional services are required. The additional tasks, listed below, were not included in the initial proposal as they were not identified to be necessary for CEQA compliance until initial work on the study was completed, including a full assessment of a detailed project plan and all attributes of the development site. It has now been determined that the IS/MND will need to include the following additional components:

Arborist Study (\$1,560): This will assess the health of the eucalyptus trees, whether they pose a safety hazard, and include preparation of a permit application for removal if needed.

Tribal Consultation Support (\$2,843): OCFA is required to make a reasonable and good faith effort to consult with the tribe(s) who have requested notification of projects to identify and determine management strategies pertaining to tribal cultural resources.

Jurisdictional Delineation (\$10,250): Research completed by Dudek revealed that a recent survey of a drainage feature on the northern portion of the project site indicated potential to be a wetland resource. Since the project plans call for this drainage feature to be filled in to meet the City of Irvine's parking requirement for the project, the CEQA study will now need to include an Aquatic Resources Delineation Report illustrating the location, extent, and acreage of the aquatic resource, and to determine which regulatory agencies with jurisdiction may require permits for the alterations.

Land Use Consistency Analysis (\$7,580): Research completed by Dudek indicates that the North 40 portion of the project site is zoned "Preservation", and intended to provide for "protection and maintenance of natural resources." As such, the CEQA study will need to provide an analysis showing that the proposed land uses are consistent with the site's proposed zoning and General Plan land use.

Additional Meetings (\$9,390): The budget requested is for the Project Manager and Principal in Charge to prepare for and attend up to two team meetings a month as requested by OCFA staff for the duration of the study, which is anticipated to be 6 months.

Recommendation

In order to complete preparation of the required CEQA Initial Study/Mitigated Negative Declaration, and because the proposed increase to the agreement exceeds management's authority as defined in the Roles/Responsibilities/Authorities Matrix, staff recommends approval to increase the professional services agreement with Dudek to an amount not to exceed \$130,946.

Attachment(s)

Amendment One to the Professional Services Agreement

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

THIS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is made and entered into this 22nd day of April 2021, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and Dudek, a Corporation, hereinafter referred to as “Firm”. OCFA and Firm are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement (“Original Agreement”) dated December 3, 2020, for California Environmental Quality Act (CEQA) compliance services, which is incorporated herein by this reference; and,

WHEREAS, both Parties desire to amend the Agreement to augment the scope of services provided by the Firm pursuant to the agreement and increase the maximum contract value from \$99,353 to \$130,946.

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

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Scope of Services.** Attachment “1” is introduced and attached to this Amendment One to define services provided in addition to those outlined in Exhibit “A” (Scope of Services) of the Agreement, and is hereby appended to and made a part of the agreement as Attachment “1” to Exhibit “A” (“Scope of Services”).

3. **Compensation of Firm.** Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the Firm’s Best and Final Offer dated October 27, 2020 set forth in Exhibit “A”, inclusive of the Additional Services listed in Attachment 1 to Exhibit “A” totaling \$31,593, for an aggregate total contract value not to exceed \$130,946.”

4. Except as modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. The persons executing this First Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this First Amendment on behalf of said

parties and that by so executing this First Amendment the parties hereto are formally bound to the provisions of this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

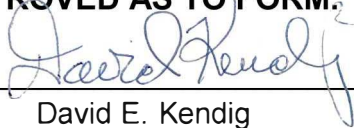
By: _____

Sara Kennedy, CPPB
Purchasing Manager

APPROVED AS TO FORM.

ATTEST:

By: _____



David E. Kendig
General Counsel

Maria D. Huizar
Clerk of the Board

Date: _____

"FIRM"

DUDEK

Date: _____

By: _____


Joseph Monaco
President/CEO

Date: _____

By: _____


Christine Moore
CFO

ATTACHMENT "1" TO EXHIBIT "A"
Scope of Services – Additional Information

March 10, 2021

13154

Mr. Peter Moote
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Subject: Regional Fire Operations and Training Center CEQA Technical Studies Amendment Request

Dear Mr. Moote:

Dudek is pleased to present this proposal for additional services to support the Orange County Fire Authority (OCFA) Regional Fire Operations and Training Center (RFOTC) project's CEQA document and site planning process. The additional services and their recommended timing are described below.

1 Arborist Survey

The scope of work consists of conducting tree-by-tree evaluations of three blue gum eucalyptus trees in the drainage area on the RFOTC project site. The evaluations will include an inspection of the trees to determine which should be retained and pruned and which should be removed. Specifically, Dudek arborists will conduct a basic visual tree risk inspection of each tree's crown, branches, trunk, and aboveground portion of the root collar. Site growing environment evaluations will include a summarized evaluation of site factors that may be causing or may lead to the future decline and/or failure of the trees. The proposed evaluations will be a Level 2 tree risk evaluation. Dudek will prepare one (1) tree removal permit for trees that are recommended for removal following the field evaluations.

We recommend that this survey be conducted whether or not OCFA plans to develop in the drainage area because it will inform OCFA as to the current health of the trees and whether they pose a safety hazard on the site. This work can begin immediately upon approval of the proposal and a Notice to Proceed.

Level 2 Tree Risk Inspection (Basic Tree Risk Inspection)

Dudek certified arborists and qualified tree risk assessors will conduct a level 2 basic tree risk inspection of three blue gum eucalyptus trees. The basic tree risk inspection is a hazard tree evaluation that includes an extensive evaluation of each tree, which requires considerably more time than a standard tree condition assessment and results in a more in-depth understanding of individual tree risks. It will include a detailed assessment form for each tree.

Tree evaluations will include an inspection of the crowns for trimming recommendations, inspection of the trunks and scaffold branches for overall structural soundness, and inspection of the trunk bases and aboveground portion of the root collar for presence of observable signs of cavities or decay. We will measure tree sizes, including an ocular estimate of height and crown spread and a taped measurement of trunk diameter, and we will evaluate observable tree health and structural conditions. The trees will also be assessed for visible presence of tree disease, insect infestation, or other outwardly observable signs of tree health issues. For each tree, we will

document any observed “targets” that may be impacted should tree part or whole tree failure occur. We will collect digital color photographs of the individual trees, representative tree conditions, and other evaluation factors.

Preparation of Tree Removal Permit

Dudek will prepare one (1) tree removal permit for trees that are recommended for removal following the field evaluations. The preparation of the tree removal permit will meet the standards of the City of Irvine for the removal of eucalyptus trees and is a necessary step before blue gum eucalyptus trees can be removed. The removal permit will include the preparation of one (1) site location map, and any associated data, as required by the City of Irvine. This task includes up to one (1) plan check revision as requested by the City of Irvine.

2 Tribal Consultation Support

The project is subject to compliance with Assembly Bill (AB) 52, which requires lead agencies to provide tribes who have requested notification of projects under an agency’s jurisdiction and, if requested, consultation to inform the CEQA process with respect to tribal cultural resources. Tribal consultation is required by Assembly Bill 52 prior to publication of the CEQA document. Once notice is sent to the tribes about the proposed project, the tribes have 30 days from the time that notification is received to respond with a formal request for consultation. If a contacted tribe responds with a request for consultation, the OCFA is obligated to initiate consultation with that tribe within 30 days of that request to consult. The OCFA is then required to make a reasonable and good faith effort to consult with the tribe, with the specific intent of identifying and appropriately determining management strategies pertaining to tribal cultural resources.

While AB 52 consultation is a government-to-government process between the CEQA lead agency and California Native American Tribes, Dudek is prepared to assist the OCFA with their Native American consultation obligations pursuant to AB 52. Assistance with these efforts would be accomplished by the following:

- 1) Dudek will contact the California State Native American Heritage Commission (NAHC) to request a review of their Sacred Lands Files and obtain a list of tribal representatives with potential knowledge of cultural resources within the project area;
- 2) Dudek will write an outreach letter for the OCFA’s approval and placement on OCFA letterhead for dissemination to each of the tribal representatives who have previously contacted the OCFA requesting project notification and any additional names provided by the NAHC. The letter may include any or all of the following: a summary of the proposed project and objectives, and the results of background research and intensive ground survey;
- 3) Dudek will manage all records of communication that occurs between the OCFA and tribal representatives, as provided by the OCFA to Dudek, into a well-organized database; and
- 4) Dudek will summarize the results of all communication and tribal consultation efforts, including the NAHC records request and any responses from local tribal representatives and transcripts of consultation meetings for inclusion in the Tribal Cultural Resource section of the IS/MND.

Mr. Moote

Subject: Amendment Request

This scope and associated estimated cost do not include attendance of Dudek staff at any virtual or in-person meetings or any follow-up phone calls to Tribal contacts on behalf of the OCFA. If it is determined that support, outside of the estimated scope and cost, is required or desired to assist in the OCFA's Tribal consultation process pertaining to this proposed project, Dudek will provide an augment to this scope of work and associated costs, accordingly. It is also assumed at this time that a General Plan Amendment and zone change are not part of the project. If it turns out that a GPA and zone change are required, then OCFA will need to comply with Senate Bill 18 which requires tribal consultation as part of the GPA process. If OCFA needs support for SB 18 tribal outreach, then Dudek will provide an augment to this scope of work and associated costs.

3 Jurisdictional Delineation

Dudek is providing this proposal to conduct a formal jurisdictional delineation of the single drainage feature on the RFOTC project site. The project proposes to upgrade and expand the existing training facility and may impact a single drainage feature that is located in the northern portion of the project site. The drainage was surveyed during a biological reconnaissance by Dudek's biologist in December 2020 and indicated that species such as cattails and mulefat are growing in the drainage, further indicating potential to be a jurisdictional water or wetland. The following scope of work includes tasks to review existing mapping, conduct a field delineation, and prepare an aquatic resources report to determine the potential regulatory agency jurisdiction of the drainage feature to support permitting for any project-related impacts. The costs to seek a confirmed jurisdictional determination from the regulatory agencies, prepare regulatory permit applications, or identify mitigation for the project are not included in this scope of work, but can be provided upon request.

Aquatic Resources Delineation Report

Dudek's professionally trained wetland delineators will conduct a formal jurisdictional delineation to determine the presence of aquatic resources regulated by the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or the California Department of Fish and Wildlife (CDFW). Based on Dudek's prior reconnaissance survey of the project site and review of historical aerial photographs, topographic maps, and the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) online map viewer, a potential jurisdictional waters or wetlands occurs along the northern portion of the project site and warrants a field delineation.

Dudek will conduct a field visit to perform a detailed analysis of all resources within the study area that could be subject to the jurisdiction of the USACE, RWQCB, and/or the CDFW. The USACE wetlands delineation will be performed in accordance with the USACE's 1987 Wetland Delineation Manual, Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (2008), and A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States: A Delineation Manual (2008). The hydrology, vegetation, and soils will be examined at potential jurisdictional areas and recorded on USACE wetland determination data forms and OHWM forms. Data collected will be interpreted based on current regulatory definitions of water of the U.S., which at the time of writing is provided through the Navigable Waters Protection Rule (USACE and USEPA 2020).

CDFW jurisdictional areas will be mapped to include the bank of the stream/channel and outer dripline of adjacent riparian vegetation, as set forth under California Fish and Game Code Section 1602. Waters of the state, as

Mr. Moote

Subject: Amendment Request

regulated by the RWQCB, generally include all CDFW jurisdictional streams/channel (up to the limit of ordinary high water) and wetlands, as defined by the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (SWRCB 2019). As described in these Procedures, wetland waters of the state will be determined based on the procedures in USACE manuals described above, using both historical and current USACE regulatory guidance, as well as additional clarification provided by the Procedures.

Upon completion of the field work, data collected from the study area will be synthesized and a separate Aquatic Resources Delineation Report (ARDR) will be prepared. The ARDR will include maps illustrating the location, extent, and acreage of all jurisdictional aquatic resources; a qualitative approximation of duration of surface flow (i.e., ephemeral, intermittent, or perennial); ordinary high water mark forms; wetland field data sheets that will include information on soils, vegetation, and hydrology; and a brief discussion of the relative quality of each stream or wetland area. In addition, a brief discussion of the permitting requirements based on the acres of jurisdictional waters and any other issues that could potentially complicate the permitting process will be included. Dudek will also overlay the project site plan onto the map of delineated jurisdictional aquatic resources to determine the acres and linear feet of impacts that may occur during construction of the proposed project.

Dudek will prepare a Draft ARDR for OCFA review, followed by a Final ARDR with response to any comments provided by OCFA. While this task includes an analysis of impacts to potentially jurisdictional aquatic resources to support regulatory agency permitting, this task does not include coordination with the regulatory agencies (USACE, RWQCB and CDFW) to confirm the delineation or preparation of permit applications. If the ARDR is submitted to the regulatory agencies, agency staff may request additional information, analysis, or clarification; these revisions are not included in this scope or cost estimate.

Dudek is prepared to begin work immediately upon receiving authorization to proceed. A draft copy of the ARDR will be prepared and delivered electronically (pdf) within three weeks upon completion of the on-site delineation. A finalized copy will be provided electronically, or up to 2 printed hard copies, within one week of receiving one round of comments. Timeframes may be extended if additional information is made available for review or additional research is needed.

4 Land Use Consistency Analysis

Our initial research for the IS/MND indicates that the North 40 portion of the project site is zoned "Preservation" which is restrictive and mainly provides for "protection and maintenance of natural resources." In addition, the Irvine Municipal Code Sec. 3-37-5.1.4 Preservation states, "These lands have been judged viable for permanent preservation in a natural state with little or no modification. Visually significant ridgelines, biotic communities of high significance, geological constraints and cultural resources are typical of lands in this category." According to the land use matrix in Section 3-3-1 of the City's municipal code, government facilities in the Preservation Zone are allowed only in Zone 1.3A (Planning Area 12), otherwise prohibited. Residential manufactured structures are prohibited (dorms for firefighters would fit in this category). Manufactured structures (such as storage) are conditionally permitted if over 2 years. Utility buildings and facilities are conditionally permitted. Wireless facilities are permitted but must obtain a wireless communication facility permit, a minor conditional use permit or major conditional use permit (why the cell tower was allowed). A detailed land use consistency analysis was not included in the CEQA compliance proposal because OCFA indicated they had obtained a CUP from the City of Irvine for the project site, so it was assumed that this would be the case going forward; however, it does not appear that a CUP was officially issued. In addition, the North 40 East, unlike the North 40 West, would undergo extensive landform

Mr. Moote

Subject: Amendment Request

modification as part of the project, and it remains to be seen what the City of Irvine's zoning approval process will entail. The CEQA document will need to contain a consistency analysis to show that the proposed land uses are consistent with the site's proposed zoning and General Plan land use designation.

If the City of Irvine will allow the North 40 to be developed, it may require a General Plan Amendment and zone change to be processed through the City. If that is indeed the case, then the land use analysis in the MND will need to be more robust than originally anticipated. This task includes time for that land use consistency analysis for inclusion in the MND. The timing of the completion of this task is concurrent with preparation of the Administrative Draft MND.

5 Meetings

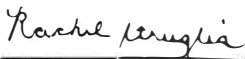
It has become clear through our initial work with OCFA that many more project team meetings are required than requested in the RFP. Per the RFP No. SK2460, Dudek included time for a kick-off meeting and attendance at two public hearings. This meeting budget will be expended by attendance at additional out-of-scope meetings. Additional meetings that Dudek has been asked to attend include a meeting to review the data needs with Chris DeCoursey, HMC Architects and Ron Canedy on January 28, 2021, an Architect Site Plan and CEQA Issues Review Meeting with the project team on February 9, 2021 and a follow-up Architect Site Plan Review meeting with Chris DeCoursey and HMC Architects on February 10, 2021. The budget requested is for the Project Manager and Principal in Charge to prepare for and attend two team meetings a month going forward as requested by OCFA staff for the duration of the project which is anticipated to be 6 months.

Cost Estimate

Tasks		
Task 1	Arborist Survey	\$1,560
Task 2	Tribal Consultation	\$2,843
Task 3	Jurisdictional Delineation	\$10,250
Task 4	Land Use Consistency Analysis	\$7,580
Task 5	Meetings	\$9,390
Total		\$31,623

We look forward to working with OCFA on this important project. Feel free to call or email me with any questions. I can be reached at 949.373.8318 or at rstruglia@dudek.com.

Sincerely,



Rachel Struglia, PhD, AICP
Principal



*Presented by: Jim Ruane
Assistant Chief, Logistics
April 22, 2021*

RFOTC TRAINING GROUNDS PROJECT UPDATE



Identified OCFA Need

- Organization growth
 - Personnel
 - Training academies
 - Increased number per academy / increased number of academies
 - Logistical accommodations / support
- Infrastructure upgrades
 - Original 2004 Training Grounds design
 - Large amount of unused drill grounds
 - Props are outdated / non-functional / out-of-service





Development Solutions

- **State of the art fire training facility**
- Reduce / eliminate off site training
- Ability to host specialized / additional classes
- Reduce water usage by approximately 1 million gallons per year – currently no recycling
- ***Supports OCFA mission for professional growth, Firefighter Wellness, and Fire Ground Survival and Safety***



Training Grounds

Phase 1

- Training Ground Power & Data Infrastructure
- Vent Over Fire / Forcible Entry Training Props
- Ventilation Training Props
- Enhancements to Strip Mall / FGS
- New Class “A” Burn Structure & 3-Story Training Structure
- Tower Upgrades / Fire Training Props





North Property Development

Phase 2 & 3

- Proposed **West** Property Development
 - Site pavement (Auto X pit, Defensive driving)
 - Portable classrooms (2) – 40 person each
 - Splash wall w/ water recovery tank (1M gallons per year savings)
 - 4-Story containerized Training Structure
- Proposed **East** Property Development
 - Site Parking / Lighting / Landscaping





Project Update

- **Completed**

- ALTA Survey for RFOTC Campus and North 40/Orchard parcels
- Design & permitting for upgrades to existing electrical
- Design & permitting for replacement of existing Strip Mall, Tower, and Breaching Training Props (awaiting new bid proposal offering)
- Soils testing for CEQA

- **In Progress**

- Completion of CEQA/MND for entire Training Grounds (Existing & North 40)
- Approval of contract award for Phase 1 electrical
- Design of New Class A Burn Structure & 3-Story Training Tower Structure (pending CEQA approval)
- Preliminary development design, grading, and water quality studies for new structures on existing grounds and development of North 40 (pending CEQA approval).



Project Summary

- Total Project Budget: Approximately 8 Million
- Estimated Completion 2024 (phased)
- Staff is requesting \$31,623 for additional CEQA services not previously identified that are necessary to complete full assessment of a detailed project plan and attributes of the development site.
- Recommended Action
 - Approve and authorize the Purchasing Manager to increase professional services agreement with Dudek for environmental consulting services by \$31,623 for total not



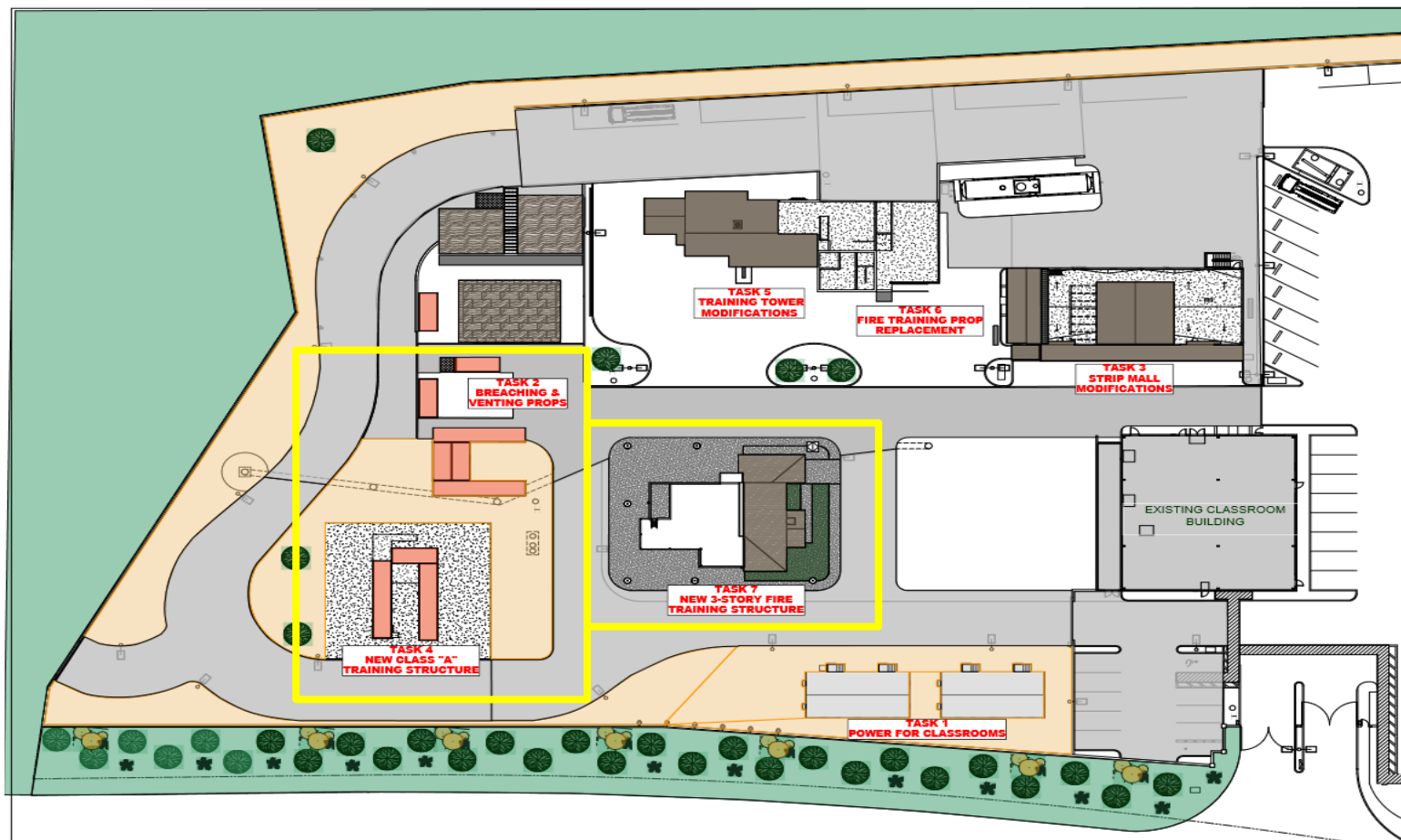
QUESTIONS?



Training Grounds

Phase 1 Completion (3.19 acres)

Structures highlighted in **yellow** are new building additions pending CEQA



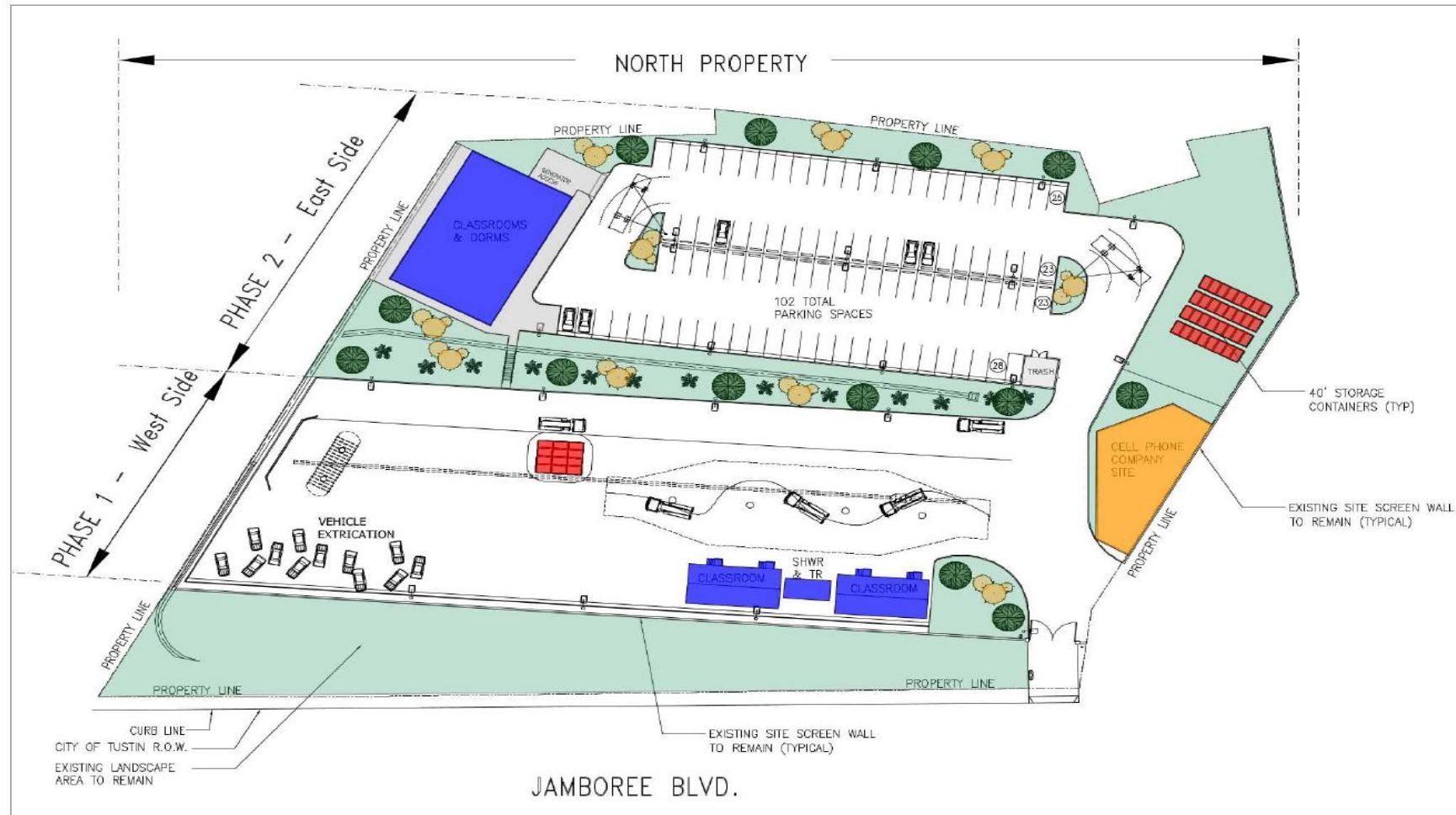
OCFA REGIONAL FIRE OPERATIONS AND TRAINING CENTER
TRAINING GROUNDS MODIFICATIONS & UPGRADES



North 40 Expansion

Phase 1/2 Completion (additional 3.66 acres)

All structures in North Property Expansion are new building additions pending CEQA





Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
April 22, 2021

Agenda Item No. 2D
Consent Calendar

Award of Contract for Portable Restroom/Shower Trailers

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 the purchase of four (4), three-stall restroom/shower trailers and two (2), two-stall restroom trailers to Ready2Go Restroom Trailers Sales, LLC., the highest ranking vendor responding to Request for Proposals RO2493.

Prior Board/Committee Action

None

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to award the contract to Ready2Go Restroom Trailers Sales, LLC. in the amount of \$251,733.20.

Impact to Cities/County

None.

Fiscal Impact

Funding has been approved in the Adopted FY2020/21 General Fund CIP, specifically in project P413 Inclusive Facilities, for this purchase.

Background

The FY 2019/20 5-Year Capital Improvement Plan included the establishment of project Inclusive Facilities. The project furthers that year's goal #2, which includes improvement of OCFA's inclusive environment through facility accommodations. An assessment of all OCFA stations was completed earlier this year, allowing staff to determine the scope of modifications and improvements necessary to accomplish gender accommodation for each station. Of the 78 facilities assessed, up to 30 will require minor to moderate structural modifications. In order to allow for continued operations at these stations and prevent any delay in response times, the purchase of portable, self-contained restroom/shower trailer units is recommended.

Based on the project phasing plan, it was determined that three 3-stall units would be sufficient to provide the needed bathroom facilities during the station construction periods. In addition to the combined restroom/shower trailers, two self-contained restroom-only trailers are needed to add the capability to deploy gender accommodating restroom facilities to longer duration emergency incidents, and as needed, to fire incident command centers. The trailers are recommended for

purchase versus rental due to the multi-year duration of the station restroom modifications project, and on-going need for mobile restroom facilities.

Request for Proposals (RFP) Process

On March 3, 2021, RFP RO2493 was issued and sent to 437 vendors to solicit proposals for the purchase of four restroom/bathroom combination trailers and two restroom-only trailers. A non-mandatory pre-proposal meeting was held on March 11, 2021, with one vendor attending (Ready2Go Restroom Trailers Sales, LLC). Proposals were due on March 24, 2021 and three proposals were received from Ready2Go Restroom Trailers Sales, LLC., Technology International, Inc., and Portable Restroom Trailers, LLC. An initial review of the proposals by OCFA staff resulted in the proposal submitted by Portable Restroom Trailers, LLC being deemed non-responsive.

An evaluation team consisting of three staff members evaluated the responsive written proposals. Each proposal was evaluated based on the following weighted criteria as defined in the RFP: Technical Specifications (25), Statement of Qualifications (25), Project Approach/ Customer Service (15), and Pricing (35). After an evaluation of the proposals, Ready2Go Restroom Trailers Sales was unanimously ranked the highest overall. This proposal also provided the lowest pricing. Evaluation scores are shown below:

	Ready2Go Restroom Trailers, LLC.			Technology International, Inc.		
Cost Proposal	\$251,733.20			\$309,072.00		
Evaluators	1	2	3	1	2	3
Sum of Proposal Scores	96.0	100.0	97.5	77.5	46.0	84.5
Ranking	1	1	1	2	2	2
Written Sum of Ranking	3			6		

Conclusion and Recommendation for Award

The Roles/Responsibilities/Authorities Matrix requires Executive Committee approval for the purchase of fixed assets which exceed their budgeted line item amount by \$100,000 or 15%. Although the Inclusive Facilities project has sufficient funds for award of this fixed assets purchase, the restroom trailer units are not specifically identified in the CIP Budget. As such, and based upon the RFP evaluation results, staff is recommending award of the contract to Ready2Go Restroom Trailers Sales, LLC. in the amount of \$251,733.20 for the purchase of four (4), three-stall restroom/shower trailers and two (2), two-stall restroom trailers.

Attachment(s)

1. Request for Proposals RO2493 (inclusive of Addendum 1)
2. Proposal from Ready2Go Restroom Trailers Sales, LLC.
3. Proposed Master Agreement



ORANGE COUNTY FIRE AUTHORITY
REQUEST FOR PROPOSALS
PORTABLE RESTROOM/SOWER TRAILER UNITS (4)

DATE: March 3, 2021

RFP Number: RO2493

The Orange County Fire Authority is requesting proposals for the supply and delivery of four (4); three-stall Portable Restroom/Shower Trailer Units, as specified herein. The trailer units are intended for use at various fire station locations while in-station restroom facilities are undergoing renovation and at fire incident command center sites during emergency events.

OCFA will contract with the respondent who submits a responsive and responsible proposal and offers the best pricing and value. OCFA may elect to award contracts to multiple firms if it is determined to be in the agency's best interest.

Paper and electronic proposals will be accepted for this solicitation. There will be no public opening of proposals.

Paper proposals must be mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 and received no later than the date and time specified. One (1) original hard copy, one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on Digital Media), of the proposal shall be sent to the attention of the Purchasing Section, within said time limit, in a sealed envelope. The envelope should include the Offeror's Business Name, Proposal Item Number, and the Due Date.

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>

Proposals will be received no later than **11:00 A.M.** Pacific Standard Time (PST),
Wednesday, March 24, 2021.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

A non-mandatory pre-proposal tele-conference is scheduled on **Thursday, March 11, 2021 at 9:00 AM.** Any questions concerning this Request for Proposals (RFP) can be submitted online via the Q&A module available through PlanetBids before **Friday, March 12, 2021 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.

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

CONTENTS

SECTION I: PROPOSAL INFORMATION 3

SECTION II: SCOPE OF WORK 6

SECTION III: GENERAL INSTRUCTIONS TO OFFERORS 9

SECTION IV: EVALUATION OF PROPOSALS AND NEGOTIATIONS 14

SECTION V: PROPOSAL REQUIREMENTS 17

EXHIBIT A: LETTER OF TRANSMITTAL 18

EXHIBIT B: CERTIFICATION OF PROPOSAL 19

EXHIBIT C: OFFEROR’S INFORMATION 20

EXHIBIT D: IRS FORM W9 21

EXHIBIT E: PARTY AND PARTICIPANT DISCLOSURE FORMS 22

EXHIBIT F: TECHNICAL SPECIFICATIONS 27

EXHIBIT G: PROJECT APPROACH / CUSTOMER SERVICE 28

EXHIBIT H: STATEMENT OF QUALIFICATIONS 29

EXHIBIT I: REFERENCES 30

EXHIBIT J: PRICING PAGE 31

EXHIBIT K: SAMPLE MASTER AGREEMENT 33

SECTION I: PROPOSAL INFORMATION

1.1 DEFINITIONS

OCFA: Orange County Fire Authority

OSHA: United States Department of Labor – Occupational Safety and Health Administration

RFP: Request for Proposals

1.2 INTRODUCTION

OCFA is requesting proposals to establish a master agreement for the supply and delivery of four (4) three-stall Portable Restroom/Shower Trailer Units, in accordance with the minimum specifications outlined within this Request for Proposals.

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	March 3, 2021
Pre-Proposal Conference (attendance is optional)	March 11, 2021 at 9:00 AM
Deadline to submit questions through Online Q&A	March 12, 2021 at 5:00 PM
Proposal Due Date	March 24, 2021 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 a one-time purchase, with pricing offered to remain valid for the duration specified in the agreement. 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 tele-conference is scheduled on **Thursday, March 11, 2021 at 9:00 AM**. This informational 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 conference. Attendance at this pre-proposal meeting will be remote only through GoToMeeting. Please contact Jocelyn Casillas via e-mail at: jocelyncasillas@ocfa.org 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 **Friday, March 12, 2021 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, March 24, 2021**. Late proposals will not be accepted.

1.10 PROPOSAL SUBMITTALPaper 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's Inclusive Facilities Program includes a multi-year plan to perform restoration and various modifications to the restrooms at fire station facilities throughout its operational area. In order to provide for continuity of operations and avoid any impact on response times, OCFA is seeking a solution for providing temporary substitute fire station restroom and shower facilities that are self-contained, portable, and can be accommodated at the fire station sites during the construction period.

2.2 OBJECTIVES

OCFA is seeking a qualified vendor to provide and deliver four (4) self-contained, three-stall portable restroom/shower trailers. The units will be used by fire emergency response personnel operating out of various OCFA fire stations, and at temporary incident command centers.

The intent of this solicitation is to award a master agreement to the offeror who proposes to provide and deliver high quality units meeting the below specified minimum requirements, engineered for long-term performance without significant maintenance, and which meets the operational needs of OCFA for 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:

- Offeror shall either be the trailer manufacturer or authorized dealer and service facility for the manufacturer and have sufficient knowledge and experience in the equipment and services covered by the contract.
- Provide high quality equipment, components, and parts that are new and of current manufacture.
- Be responsible for assuring that the trailer meets the specified performance criteria. All major components shall have the manufacturer's approval/recommendation for this type of service and the manufacturer's ratings shall not be exceeded by actual imposed loads.
- Provide a detailed description of their warranty(s) for the proposed trailer and included assembled components. The warranty statement will include the manufacturer's obligations and capability of furnishing parts and technical assistance to OCFA for the normal life of the vehicle.
- The successful offeror must comply with all applicable California Department of Motor Vehicles licensing requirements, such as, but not limited to vehicle manufacturer, vehicle dealer for vehicle sales, and vehicle salesperson.
- California DMV Licensed Vehicle Manufacturer or Vehicle Dealer
- The selected firm will be responsible for the delivery of no less than two restroom/shower trailer units by June 30, 2021, and the two remaining units by December 31, 2021, meeting all specifications stated herein in order to be considered for supply and delivery of the Restroom/Shower Trailer units.

2.4 SUPPLIER RESPONSIBILITIES

Implementation Requirements: The successful offeror is expected to participate in the initial deployment of the equipment. This is anticipated to include training and initial equipment configuration, if needed. The offeror will be expected to provide materials, curricula, and training to prepare OCFA personnel to deploy the units.

Warranty: Manufacturer shall state standard warranty coverage. Manufacturer's written warranty shall accompany the trailer together with all the necessary information required by the manufacturer provided on the warranty form. The selling dealer will be required to handle all repair or replacement of parts that come within the factory warranty.

Preparation for Shipment: The trailer, its accessories, spare parts, and tools, shall be packed in such a manner as to prevent pilferage and ensure safe delivery to the designated point.

DMV Registration: Manufacturer shall provide the following:

- Complete California Department of Motor Vehicles registration (Exempt) including all taxes and fees.
- Certificate of origin.
- Verification of Vehicle Identification Number with California weight certification

Order Confirmation: Upon receipt of approved purchase order, Offeror shall confirm in writing, factory order number, factory assembly date, and estimated delivery schedule and send to:

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602
Attn: Frank Grisenti, Fleet Services Coordinator

Annual Contract: OCFA may desire to establish an annual contract for the additional purchases and/or as-needed maintenance and repair services that fall outside of warranty coverage. The term of the contract may be for three (3) years with up to two (2) optional one-year renewal periods.

2.5 DELIVERABLES

2.5.1 MINIMUM SPECIFICATIONS

The purpose of this section is to establish the minimum requirements for the four (4) three-stall Portable Restroom/Shower Trailer Units to be used by OCFA. This section describes OCFA expectations for the units to be provided.

- Completely self-contained three (3) stall combination shower and restroom trailer, operable using a 110 Volt/20 Amp power source
- Fully plumbed bathrooms each to include porcelain toilet, porcelain hot/cold water sink, shower, soap dispenser, mirror with vanity lighting
- Length: 25' maximum including tongue
- Unit mounted HVAC
- Hot and cold running water with 75-foot connection (minimum) for domestic water supply and 100 gallon (minimum) fresh water tank
- Tankless propane fuel hot water supply
- Waste holding tank with 300-gallon (minimum) capacity
- Electrical supply via 75-foot (minimum) length power cord
- Solid surface counter tops (Corian or equivalent)
- Waterproof vinyl flooring or equivalent
- Steps with handrails
- Exterior Lighting
- Occupied/Vacant indicator
- State of California Vehicle Registered (upon delivery)
- Offeror must be authorized to sell and service the proposed brand(s) of equipment
- Offeror must have been in business for a minimum of two years

- During the warranty period or any optional extended service coverage period, Offeror must respond to any service, repair, or replacement requests within 24 hours
- If available, Offeror to provide information on buy-back program

2.6 DELIVERY

Delivery address for the Restroom/Shower Trailer Units (4):

**ORANGE COUNTY FIRE AUTHORITY
FLEET SERVICES**

1 Fire Authority Road
Irvine, CA 92602

Deliveries Accepted Monday - Thursday

2.7 ORDERS

Supplier must be able to receive inquiries regarding the order(s) by phone 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 items that will be ordered during the contract term.

2.8 DUE DATES/SCHEDULES/TIMELINES

Lead times for new equipment orders and turnaround time for repairs shall be mutually agreed upon by OCFA and the selected Offeror.

2.9 REPORTS AND MEETINGS

As requested by OCFA, the Supplier will provide reports detailing the order 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 Master 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 CANCELLATION OF SOLICITATION

The OCFA may cancel this solicitation at any time.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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.

3.17 INQUIRIES

Any question related to the Request for Proposal shall be directed to Assistant Purchasing Agent, Sara Kennedy. 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.

3.18 LATE PROPOSALS

Late proposals will be rejected and not opened.

3.19 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).

3.20 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.

3.21 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.

3.22 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.

3.23 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.

3.24 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.

3.25 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.

3.26 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.

3.27 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 Technical Specifications (maximum points 25):

This criterion evaluates how well the proposed Restroom/Shower Trailer units meet the OCFA’s needs. Information provided in response to Exhibit F will be considered.

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 H – Statement of Qualifications will be considered.

4.2.3 Project Approach / Customer Service (maximum points 15)

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

4.2.4 Pricing (maximum points 35)

This score will be based upon the information provided in response to Exhibit J – Pricing Page and will take into consideration the estimated long term costs associated with owning High Pressure Air lift Bags. The pricing score for each proposal will be calculated using the following formula:

$$\frac{\text{Total Cost of Lowest Responsive Offer}}{\text{This Proposer’s Total Cost}} \times 35 = \text{Awarded Points}$$

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.

4.3.2 Field Demonstration (maximum 75 points)

The simulation will include an instruction period where the Offeror will instruct the field demonstration panel on proper use of the equipment. The demonstration will include testing the functionality and ease of use of the trailer units. These scenarios may include, but are not limited to: User friendliness, interoperability, durability, stability, speed of setup, portability, capacity, profile, and operation. Documentation may be completed by the panel for the equipment tested, including, but not limited to, duration of use, type of activities, and performance of the device.

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 field trial 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 Master Agreement (MA), 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 Master 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. Technical Specifications** (*Exhibit F*)
- 7. Project Approach / Customer Service** (*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 RO2493 PORTABLE RESTROOM/SOWER TRAILER UNITS (4)**, 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 Master Agreement. **If there are any exceptions to or deviations from the terms of the Master 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, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

FIRM'S LEGAL NAME: _____

FIRM PARENT OR OWNERSHIP: _____

ADDRESS: _____

FIRM TELEPHONE #: _____ **FIRM FAX #:** _____

FIRM'S TAX I.D. NUMBER: _____ **INCORPORATED:** YES NO

LEGAL FORM OF COMPANY: (partnership, corporation, joint venture): _____

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: _____

LENGTH OF TIME AT CURRENT LOCATION: _____

NUMBER OF EMPLOYEES: _____ **NUMBER OF CURRENT CLIENTS:** _____

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

NAME: _____ **TITLE:** _____

TELEPHONE #: _____ **E-MAIL:** _____

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

NAME: _____ **TITLE:** _____

TELEPHONE #: _____ **E-MAIL:** _____

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:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

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.)
 Requester's name and address (optional)

6 City, state, and ZIP code

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

				-						
--	--	--	--	---	--	--	--	--	--	--

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.

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 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 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

David John Shawver, Chair
City of Stanton

Ross Chun, Director
City of Aliso Viejo

Frances Marquez, Director
City of Cypress

John O'Neill, Director
City of Garden Grove

Don Sedgwick, Director
City of Laguna Hills

Noel Hatch, Director
City of Laguna Woods

Shelley Hasselbrink, Director
City of Los Alamitos

Carol Gamble, Director
City of Rancho Santa Margarita

Troy Bourne, Director
City of San Juan Capistrano

Joe Kalmick, Director
City of Seal Beach

Vince Rossini, Director
City of Villa Park

Eugene Hernandez, Director
City of Yorba Linda

Lisa Bartlett, Director
County of Orange

Michele Steggell, Vice Chair
City of La Palma

Sunny Park, Director
City of Buena Park

Joseph Muller, Director
City of Dana Point

Anthony Kuo, Director
City of Irvine

Sandy Rains, Director
City of Laguna Niguel

Mark Tettemer, Director
City of Lake Forest

Ed Sachs, Director
City of Mission Viejo

Kathy Ward, Director
City of San Clemente

Jessie Lopez, Director
City of Santa Ana

Letitia Clark, Director
City of Tustin

Tri Ta, Director
City of Westminster

Donald Wagner, Director
County of Orange

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: TECHNICAL SPECIFICATIONS

The purpose of this section is to obtain technical information regarding the specifications of the proposed Portable Restroom/Shower Trailer Units. The responses provided will be used to evaluate **Criterion 4.2.1 Technical Specifications**. Please provide the following information:

F1. Restroom/Shower Trailer Unit Specifications

- F1.1** Manufacturer, brand, model, and manufacturer's part number of all equipment proposed. Attach product information materials describing the proposed equipment
- F1.2** Manufacturer, brand, model and manufacturer's part numbers for any accessories included with the purchase of the equipment. Attach product information materials describing the included accessories.
- F1.3** Manufacturer, brand, model and manufacturer part numbers for any additional accessories which are available and/or recommended for purchase. Attach product information materials describing the additional accessories.
- F1.4** Description of the system components required to make the equipment functional.
- F1.5** Interior and exterior dimensions of the unit
- F1.6** Material of construction

F2. WARRANTIES

- F2.1** Standard Warranty
 - a. Length of standard warranty
 - b. Identification of the system components which are and which are not covered by this warranty
 - c. Identified of system repairs which are and which are not covered by this warranty
- F2.2** Extended Warranties / Optional Coverage
 - a. Description of coverage
 - b. Length of warranty
 - c. Identification of the system components which are and which are not covered by this warranty.
 - d. Identification of system repairs which are and which are not covered by this warranty

EXHIBIT G: PROJECT APPROACH / 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 4.2.3 Project 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

G2.ORDERING

- G2.1** Ordering process
- G2.2** Standard timeline for receipt of product after placing the order
- 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
- G3.2** Availability of loaner equipment
- G3.3** Repair/Replacement Program
 - a.** Repair procedures and the process for initiating repair requests
 - b.** On-site service response times
 - c.** Provisions for loaner equipment
 - d.** Turnaround time for repairs
- G3.4** Scheduled Maintenance
 - a.** Availability and description of the preventive maintenance program
 - b.** Who performs and where
 - c.** Identified maintenance cycles
 - d.** Description of the services that are included and excluded
- G3.5** Technical Support
 - a.** Availability of technical support when troubleshooting issues
 - b.** Process for initiating requests
 - c.** Method of contact
 - d.** Hours of availability
- G3.6** Future planned changes to the device or discontinuation of production and how these will be addressed

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 equipment and services required in this RFP including the number of years the Offeror has been providing similar equipment and 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 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:

- **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		
Manufacturer:		
Brand:		
Model:		
1. Self-Contained 3-Stall Restroom/Shower Trailer		
Quantity	Unit Price	Ext. Total
4		
2. DMV Fees, registration, licensing		
Quantity	Unit Price	Ext. Total
4		
3. ADDITIONAL ACCESSORIES AVAILABLE FOR PURCHASE		
If additional accessories are available for purchase, please attach a separate sheet with descriptions and line-item pricing.		
6. WARRANTIES		
Item	Unit Price	Brief Description
<i>Attach Additional Sheets if Necessary</i>		
Standard		
Extended		
Other		
7. Replacement Parts		
Attach an itemized list with all parts, part numbers, and unit pricing.		
8. Additional		
Life-Span of Equipment:		
Trade-In Value at end of Life-Span:		

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 MASTER AGREEMENT

**ORANGE COUNTY FIRE AUTHORITY
MASTER AGREEMENT
FOR PORTABLE RESTROOM/BATHROOM TRAILERS**

THIS AGREEMENT ("Agreement") for purchase of four (4) Portable Restroom/Bathroom Trailers is made and entered into this ____ day of _____, 2021 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and _____ ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires four (4) Portable Restroom/Bathroom Trailers as requested in RFP RO2493, hereinafter referred to as "Project"; and

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

WHEREAS, OCFA and Contractor desire to enter into this Agreement in order to receive and provide, respectively, four (4) Portable Restroom/Bathroom Trailers 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 one four (4) Portable Restroom/Bathroom Trailers from Contractor as more fully detailed in Exhibit "A", attached hereto, which includes by reference and by addendum: (1) OCFA's RFP RO2493, dated March 4, 2021 ("Solicitation"), (2) Contractor's Proposal, as modified by Contractor's Best and Final Offer dated _____, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the Parties hereto ("Services", "Goods" or "Work"). In the event of any inconsistency between the terms contained in "Exhibit A", and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then Exhibit "A" shall govern, in that order.

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

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

1.4 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: [Name], [Title]. 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 [Name], [Title], 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:

[Name]
Attention: _____
[Address]

SECTION TWO

2.1 Orders. The Contractor shall receive a written Purchase Order requests 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 is of the essence in this Agreement. The vehicle and any equipment described within the specifications shall be completed and delivered to the OCFA, within the timeframe specified in the specifications or as quoted by the contractor, whichever is sooner. The vehicle will be delivered clean, full of fuel, Diesel Exhaust Fluid, DPF, clean and free of evidence of road travel, serviced and ready for immediate service. OCFA reserves the right to refuse any vehicle or equipment and to cancel all or any part of the vehicle or equipment not conforming to the specifications, as set forth in Exhibit "A". Acceptance of any part of the order shall not bind OCFA to accept future shipments nor deprive it of the right to return equipment already accepted at Contractor's expense. Delivery shall not be deemed to be complete until all vehicles and equipment have actually been received and accepted by OCFA.

The contractor acknowledges and agrees that any delay would seriously affect the public welfare and the operations of the OCFA and that it is extremely difficult to ascertain and determine actual damages for such delay. Therefore, it is agreed that the contractor shall become liable to the OCFA for liquidated damages in the sum of one hundred dollars (\$100) for each and every calendar day in excess of the date specified for delivery for each unit not delivered as scheduled.

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

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

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

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

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

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

2.8 Usage. No guarantee is given by OCFA to Contractor regarding usage of this Agreement. Future purchases are dependent on availability of an appropriation in the OCFA's budget. The Contractor agrees to supply the vehicle and equipment requested, as needed by OCFA, at prices listed in Exhibit "B", attached hereto, regardless of quantity requested.

Contractor acknowledges that this Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, or are otherwise limited, OCFA may immediately terminate or modify this Agreement without penalty.

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

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

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

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

2.13 Performance. Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to the reasonable satisfaction of OCFA. Contractor shall be responsible for the quality, technical assurance, timely completion and coordination of all documentation furnished by Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.25 Proof of Insurance (If Applicable). The Contractor must furnish OCFA with the documents specified in Exhibit "C" proving the necessary levels of insurance coverage, as

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

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

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

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

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

2.28 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the provision of Goods or Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

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

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

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

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

SECTION THREE

3.1 Governing Law and Venue. This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of

California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

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

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

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

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

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

3.8 Termination. OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except where continuation would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate.

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

- The Contractor shall submit to the Purchasing Manager a written request for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless OCFA, on its own initiative, has already rendered such a final decision.

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

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

- Afford Contractor written notice of the breach and ten days or such shorter time that may be specified in this Agreement within which to cure the breach;
- Discontinue payment to the 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]

SAMPLE

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

APPROVED AS TO FORM.

ATTEST:

By: _____

David E. Kendig
General Counsel

Maria D. Huizar
Clerk of the Board

Date: _____

“CONTRACTOR”

CONTRACTOR NAME

Date: _____

By: _____

[Name]
[Title]

EXHIBIT "A"

- (1) OCFA's RFP JA2440, dated July 13, 2020 ("Solicitation"),
- (2) OCFA's Vehicle Specification # 20-55-01
- (3) Contractor's Proposal, as modified by Contractor's Best and Final Offer dated _____, and
- (4) Any amendments, addendums, change orders, or modifications mutually agreed upon by the Parties hereto ("Services", "Goods" or "Work").

SAMPLE

EXHIBIT "B"
Pricing Page

SAMPLE

EXHIBIT "C"

Insurance Requirements

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

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

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

C2.2 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

C2.3 Products Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Products liability insurance with limits of at least one million dollars (\$1,000,000.00)

C2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation

insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

C2.5.1 If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

C2.5.2 Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

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

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

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

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

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

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

C4.1.2 Primary, Non-Contributing. Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance

maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

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

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

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

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

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

C6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

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

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

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

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

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

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

C10. Insurance for Subconsultants. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

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

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

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

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

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

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

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

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

C12. Indemnification: To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of

any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

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

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

SAMPLE

EXHIBIT "D"
Special Terms and Conditions

SAMPLE



ORANGE COUNTY FIRE AUTHORITY

RFP RO2493 – Addendum 1 Restroom/Shower Trailers

March 17, 2021

Thank you to all that interested in OCFA's solicitation for the purchase of Restroom/Shower Trailers and attended the pre-proposal meeting March 11, 2021. As a result of questions received, this addendum is issued to provide additional information and an updated set of specifications for the purchase of two (2) additional restroom-only trailers as requested.

Answers to questions during pre-proposal meeting:

1) **QUESTION:** During the pre-proposal meeting, it was stated that an additional two (2); two-stall restroom trailers would also be part of this solicitation. Please provide additional details.

RESPONSE: The restroom-only units requested are similar to the restroom/shower units with the exclusion of the shower features and must meet the minimum specifications as follows:

- Completely self-contained two (2) stall restroom trailer, operable using a 110 Volt/20 Amp power source
- Fully plumbed bathrooms each to include a toilet, hot/cold water sink, vanity lighting
- Unit mounted HVAC
- Hot and cold running water with 75-foot connection (minimum) for domestic water supply and 100 gallon (minimum) freshwater tank
- Tankless propane fuel hot water supply
- Waste holding tank with 300-gallon (minimum) capacity
- Electrical supply via 75-foot (minimum) length power cord
- Waterproof vinyl flooring or equivalent
- Steps with handrails
- Exterior Lighting
- Occupied/Vacant indicator

An updated pricing page is also provided as an additional attachment to this addendum.

2) **QUESTION:** Will today's meeting attendance be made available?

RESPONSE: There was only one vendor who participated in the Pre-Proposal. ReadytoGo Restroom Trailers.

IMPORTANT: If you have submitted a proposal before this addendum was issued, your proposal will be invalidated. After you have reviewed the addendum, you must resubmit your proposal acknowledging receipt of this addendum through PlanetBids.

Thank you for your interest in doing business with OCFA.

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



March 23, 2021

Richard Ong, Assistant Purchasing Agent
 OCFA Purchasing Department
 1 Fire Authority Road, Building C
 Irvine, CA 92602

RFP No. R02493

Mr. Ong -

Ready2Go Restroom Trailers Sales, LLC, is pleased to submit a response to RFP R02493.

Per the Instructions for Exhibit A: Letter of Transmittal, please be advised as follows:

- a. The Offeror is Ready2Go Restroom Trailers, LLC (FED EIN 84-3304663), hereafter "R2G"; 1525 Park Manor Blvd., #300, Pittsburgh, PA 15205; (412) 428-3246.
- b. R2G shall provide the Orange County Fire Authority ("OCFA"):
 - i. four (4) 3-station shower-restroom combination shower trailers with fresh water and waste tanks;
 - ii. two (2) 2-station restroom trailers with fresh water and waste tanks;
 - iii. All the above units are in conformity with the Minimum Specifications cited in §2.5.1 of the RFP.
- c. Minimum Requirements:
 - R2G been a dealer in restroom, shower, laundry and combination trailers for over 8 years; Mark Rosen, the owner of R2G, has been in the trailer rental and waste removal business for over 30 years, and is well-versed in all aspects of the industry;
 - The units quoted in this response are brand new, 2021 models;
 - The units quoted in this response meet the specified criteria of the RFP. A detailed quote – listing all options – is attached;
 - Comforts of Home Services Inc., of Aurora Illinois provides a 5-year Limited Warranty on the trailer frame and waste tank. This does not include damage, paint, undercoating or insulation. Comforts of Home Services Inc. provides a 1-year Limited Warranty on the trailer as a whole. This warranty applies to the original purchaser as shown on the sales agreement. Warranty begins on the date the trailer is delivered to OCFA. Certain individual components are warranted by their respective manufacturers' warranty program and therefore are excluded from the Manufacturers "Comfort Care Warranty". These components include, but are not limited to: tires, wheels, axles, couplers, jacks, light fixtures, windows, doors, heaters, air conditioners, toilets, sinks, faucets, pumps, awnings and most other electrical or mechanical systems. Warranty claims must be filed with the respective component manufacturers' warranty department within the coverage period. Any installation fees, shipping fees, or other costs associated with the repair of the items not covered by the respective manufactures' warranty are the sole responsibility of the trailer owner;
 - The trailers quoted in this response are in compliance with all California DMV licensing requirements;
 - R2G is authorized to sell restroom, shower, laundry and combination trailers as a Dealer in the State of California;
 - Delivery shall be 98 days after receipt of order.



- d. The pricing under this proposal is valid for ninety (90) days. Over the past year supplier shortages (occasioned by the COVID pandemic) have greatly disrupted normal production processes. Steel frames, fiberglass/composite panels, Dometic a/c units and pedal flush toilets have been in very short supply, and prices have not only increased, but continue to increase in an unprecedented manner. In prior years R2G would receive price change notifications from suppliers at the end of December, such prices being valid throughout the ensuing year. Beginning in late 2020 suppliers are demanding substantial price increases, often multiple times within the same month.

Rather than guess at a final production cost and add such an arbitrary sum to its quotes, R2G has elected to utilize an Extended Bid Modification Process (EBMP). The EBMP method allows R2G to guarantee a price for up to 180 days, SUBJECT TO any actual, specific and verifiable cost increases from a supplier. Simply put, if a bid is 91 days or older, AND a supplier increases its charges to R2G, R2G will submit a revised quote to OCFA – along with specific evidence of the price increase – in an amount not exceeding the actual price increase to R2G.

Finally, the trailers will be delivered to the OCFA registered with the California DMV. R2G understands that the OCFA is exempt from use/sales tax, and has accordingly only included the \$20.00 per vehicle Registration fee in the **Exhibit J, Pricing Page**. All prices include freight (FOB - Destination).

Should there be questions with any aspect of the above, please do not hesitate to contact me directly. Thanking you in advance for your consideration, and in anticipation of working with you in the very near future, I remain,

Very truly yours,

A handwritten signature in blue ink, appearing to read "Lee Currie", is written over a white background.

Lee Currie, Director of Sales
(919) 291-5089
lee@ready2gorestroomtrailers.com

EXHIBIT B: CERTIFICATION OF PROPOSAL

In responding to **RFP RO2493 PORTABLE RESTROOM/SHOWER TRAILER UNITS (4)**, 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 Master Agreement. **If there are any exceptions to or deviations from the terms of the Master 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: Ready2Go Restroom Trailers Sales, LLC

ADDRESS: 1525 Park Manor Blvd., #300

CITY: Pittsburgh **STATE:** PA **ZIP CODE:** 15205

PRINTED NAME: Lee Currie **TITLE:** Director of Sales

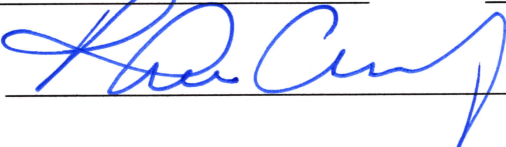
SIGNATURE OF PERSON AUTHORIZED TO SIGN:  **DATE:** 3-20-21

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, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

FIRM'S LEGAL NAME: Ready2Go Restroom Trailers Sales, LLC

FIRM PARENT OR OWNERSHIP: same

ADDRESS: 1525 Park Manor Blvd., #300, Pittsburgh, PA 15205

FIRM TELEPHONE #: 833-428-3246 **FIRM FAX #:** 919-589-4879

FIRM'S TAX I.D. NUMBER: 84-3304663 **INCORPORATED:** YES NO

LEGAL FORM OF COMPANY: (partnership, corporation, joint venture): LLC Corporation

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: 8 years

LENGTH OF TIME AT CURRENT LOCATION: 8 year

NUMBER OF EMPLOYEES: 1 **NUMBER OF CURRENT CLIENTS:** 2,000+

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

NAME: Lee Currie **TITLE:** Director of Sales

TELEPHONE #: 919-291-5089 **E-MAIL:** lee@ready2gorestroomtrailers.com

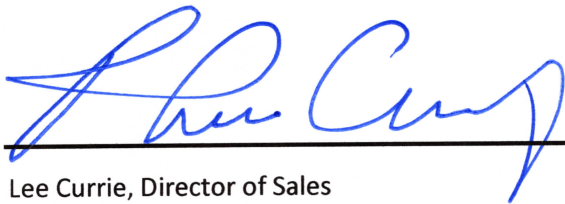
Person responsible for the day-to-day servicing of the account.

NAME: Mark Rosen **TITLE:** President

TELEPHONE #: 412-498-2632 **E-MAIL:** mark@ready2gorestroomtrailers.com

AUTHORIZED SIGNATURE

Pursuant to **EXHIBIT C: OFFEROR'S INFORMATION, Paragraph 1**, please be advised that MARK S. ROSEN is the sole authorized signatory to execute binding Agreements/Contracts on behalf of Ready2Go Restroom Trailers Sales, LLC.



Lee Currie, Director of Sales

3-23-21

Request for Taxpayer Identification Number and Certification

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

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

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.
Ready2Go Restroom Trailers Sales LLC

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.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

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

Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

1525 Park Manor Blvd., #300

6 City, state, and ZIP code

Pittsburgh, PA 15205

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	4	-	3	3	0	4	6	6	3
---	---	---	---	---	---	---	---	---	---

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 ▶ **9-21-20**

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.

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

David John Shawver, Chair
City of Stanton

Ross Chun, Director
City of Aliso Viejo

Frances Marquez, Director
City of Cypress

John O'Neill, Director
City of Garden Grove

Don Sedgwick, Director
City of Laguna Hills

Noel Hatch, Director
City of Laguna Woods

Shelley Hasselbrink, Director
City of Los Alamitos

Carol Gamble, Director
City of Rancho Santa Margarita

Troy Bourne, Director
City of San Juan Capistrano

Joe Kalmick, Director
City of Seal Beach

Vince Rossini, Director
City of Villa Park

Eugene Hernandez, Director
City of Yorba Linda

Lisa Bartlett, Director
County of Orange

Michele Steggell, Vice Chair
City of La Palma

Sunny Park, Director
City of Buena Park

Joseph Muller, Director
City of Dana Point

Anthony Kuo, Director
City of Irvine

Sandy Rains, Director
City of Laguna Niguel

Mark Tettermer, Director
City of Lake Forest

Ed Sachs, Director
City of Mission Viejo

Kathy Ward, Director
City of San Clemente

Jessie Lopez, Director
City of Santa Ana

Letitia Clark, Director
City of Tustin

Tri Ta, Director
City of Westminster

Donald Wagner, Director
County of Orange

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: none


Party's Address: n/a

Party's Telephone: n/a

Solicitation Title and Number: n/a

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: 3-21-21


Signature of Party and/or Agent

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

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

Name of Member: _____

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: none

Party's Name: n/a

Party's Address: n/a

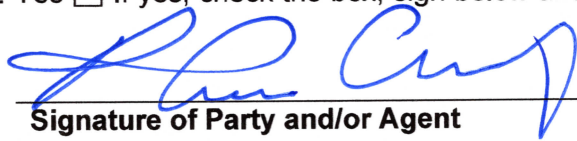
Party's Telephone: n/a

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: 3-21-21


Signature of Party and/or Agent

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

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

Name of Member: n/a

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

EXHIBIT F: TECHNICAL SPECIFICATIONS

The purpose of this section is to obtain technical information regarding the specifications of the proposed Portable Restroom/Shower Trailer Units. The responses provided will be used to evaluate **Criterion 4.2.1 Technical Specifications**. Please provide the following information:

F1. Restroom/Shower Trailer Unit Specifications

- F1.1 Manufacturer, brand, model, and manufacturer's part number of all equipment proposed. Attach product information materials describing the proposed equipment
- F1.2 Manufacturer, brand, model and manufacturer's part numbers for any accessories included with the purchase of the equipment. Attach product information materials describing the included accessories.
- F1.3 Manufacturer, brand, model and manufacturer part numbers for any additional accessories which are available and/or recommended for purchase. Attach product information materials describing the additional accessories.
- F1.4 Description of the system components required to make the equipment functional.
- F1.5 Interior and exterior dimensions of the unit
- F1.6 Material of construction

F2. WARRANTIES

- F2.1 Standard Warranty
 - a. Length of standard warranty
 - b. Identification of the system components which are and which are not covered by this warranty
 - c. Identified of system repairs which are and which are not covered by this warranty
- F2.2 Extended Warranties / Optional Coverage
 - a. Description of coverage
 - b. Length of warranty
 - c. Identification of the system components which are and which are not covered by this warranty.
 - d. Identification of system repairs which are and which are not covered by this warranty

F1 - Both style units are manufactured by Comforts of Home Services, Inc.

Unit specifications and included equipment are detailed in Quotes R2G00791 and R2G00791-2 (see following 4 pages).

F2 - copy of Manufacturer's Warranty attached (following quotes).

No extended warranty is offered.



1525 Park Manor Blvd, #300
 Pittsburgh, PA 15205
 Office: 919-291-5089
 Email: lee@ready2gorestroomtrailers.com
www.ready2gorestroomtrailers.com

QUOTATION
R2G00791

Date: 3/9/2021
 Quote is good for 30 days

RESTROOM, SHOWER, COMBINATION AND SPECIALTY TRAILER SALES

CUSTOMER (BUYER)

Orange County Fire
Name: Authority
Address: 1 Fire Authority Rd, Bldg C
City, State: Irvine, CA
Zip: 92602

Phone:
Fax:
Email: rothchildong@ocfa.org

SHIP TO:

Name: Orange County Fire Authority Fleet Services
Address: 1 Fire Authority Rd
City, State: Irvine, CA. 92602
Contact:
Phone:

3 Station 20' Combo Trailer with 750 gallon waste tank

Interior Color

White FRP

Exterior Color

Charcoal

Quantity 4

Price Each \$40,358.00

**All Interior Color Choices include White Trim Package*

BASE PRICE

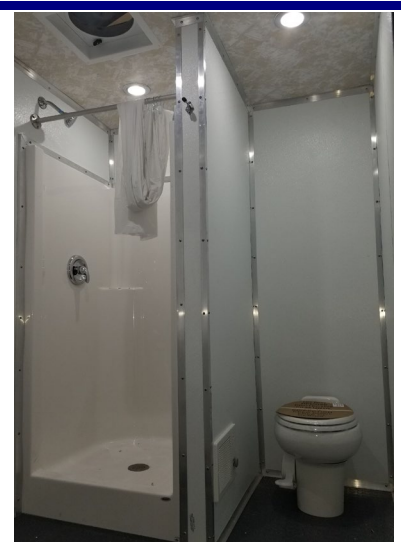
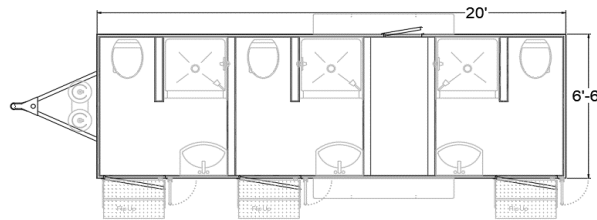
\$161,432.00

- STANDARD ITEMS - ALL TRAILERS -

- Oversized Structural Steel Beams
- All Steel Cage Construction
- E-Z Lube Hubs
- Poly Insulation
- Smooth Aluminum Exterior Siding
- One Piece Aluminum Seamless Roof
- Electric Brakes
- Keyed alike Locks
- Independent Torsion Axles
- Commercial PEX Water Lines
- Chip Resistant Undercoating
- Marine Grade Sub Floor
- 2- 5/16" Trailer Receiver

- STANDARD ITEMS - PER TRAILER DESIGN -

- A/C (13,500 BTU)
- Heavy Duty Fold-up Alum. Steps & Handle
- Timed Faucets
- LED Interior-Exterior Trailer Lighting
- LPG on Demand water heater - shower trailers
- Scissor Jack Stabilizers
- FRP (fiberglass wall panels)
- Waste Water Tank
- Waste Tank Sight Gauge



[See the next page for Optional Items](#)

Pictures and Layouts are for reference only and may not reflect the final product - subject to COHSI Engineer Review

OPTIONAL ITEMS, DELIVERY, AND TOTAL COSTS

4	Options listed on page 2	\$4,155.00	\$ 16,620.00
		Trailer Sub-Total:	\$178,052.00
Sales Tax (when applicable)		State:	Tax Rate:
7892	Delivery Charge per Mile	Standard	Bumper Pull \$ 2.05 \$ 16,178.60

No specific certifications, stamps or seals are provided or implied with this trailer....

Such items may be made available from a third party, at an additional cost (must request prior to build)

FINAL PRICE (Including Tax and Delivery)
\$194,230.60

50% or PO Due upon order	\$ 97,115.30
50% Due Upon Completion	\$ 97,115.30

Trailer must be Pumped Out before Transport

Notes: *Hot Water Handwash (via mixing valve) - Power Cord(s) included 75' - Ready 2 Go will provide CA Registration per bid request*



OPTIONAL ITEMS (some items may increase lead time)

Qty	Option	\$/ea.	Total \$
	Interior upgrade to Laminated Two Tone walls from FRP panels (per Trailer foot)	\$70	\$0
	Interior upgrade to Grey Laminate walls with Barnwood Accent Wall from FRP panels (per Trailer foot)	\$90	\$0
	Upgrade to Panel Doors from High Privacy Metal Partition Doors (per Door)	\$300	\$0
	Wash Down Package - Aluminum Interior Trim caulked along bottom for superior moisture resistance - FRP Interior Only (per Trailer foot)	\$40	\$0
	Generator Mount on Tongue of Trailer with Diamond Plate Encasement	\$1,000	\$0
	Upgrade to Non Stock Aluminum (Stock Aluminum : White, Pewter, Charcoal)	\$250	\$0
	Upgrade to Non Stock Laminate (Stock Laminate : Linen, Chocolate, Wedding Cake, Feather Grey, Taupe)	\$250	\$0
	Upgrade to Non Stock Partition Color (Stock Partition : Latte, Slate, Charcoal)	\$250	\$0
	Remote Monitoring Application (includes Deep Cycle Battery)	\$1,100	\$0
	Solar Panel Charging (per Solar Panel)	\$700	\$0
	Deep Cycle Battery (per Battery)	\$250	\$0
	Aluminum Diamond Plate Fold up Ramp - Drop Box Units (Wheelchair access)	\$3,300	\$0
	Aluminum Sectional Ramp with 5' Platform & Railing - Quick Easy Setup (Wheelchair access) - (per Trailer Design)	\$0	\$0
	Lowering Trailer with Fold up Ramp and Railing - (Wheelchair access, Grinder Pump Toilet required)	\$7,800	\$0
	Lowering ADA Module with Fold up Ramp and Railing - Hydraulic Lowering (Wheelchair access, Grinder Pump Toilet required)	\$10,500	\$0
	Outreach Lift System Handicap lift ramp, with additional step. (Attendant is required)	\$6,800	\$0
			\$0

Qty	Option	\$/ea.	Total \$
	Coin Rubber Floor (per Trailer foot)	\$75	\$0
	Aluminum Wheels	\$110	\$0
	Increase Trailer by 1ft	\$850	\$0
3	Powered Vent/ Skylight with Vent Cover	\$240	\$720
	Diamond Plate Rock Guard	\$400	\$0
	Spare Tire (mounted)	\$350	\$0
1	Utility Room w/ Door	\$550	\$550
3	Vacant/ Occupied LED Indicator	\$125	\$375
	Water tank/ pump, 105 gallons	\$750	\$0
1	Water tank/ pump, 140 gallons	\$810	\$810
	Water tank/ pump, 225 gallons (215 gallons useable)	\$925	\$0
	Water tank/ pump, 300 gallons (275 gallons useable)	\$1,300	\$0
	Water tank/ pump, 400 gallons (380 gallons useable)	\$1,405	\$0
Inc	Hot Water Heater (Utility)	\$300	Inc
	Wall Heater	\$225	\$0
	Cold Weather Package (per Trailer foot)	\$100	\$0
Inc	*Fiberglass Subfloor* (per Trailer foot)	\$70	Inc
	Outlets - GFI protected	\$120	\$0
	Replace LPG Tankless w/ Electric (Increases Power Requirement)	\$300	\$0
1	Dual 40# Propane Tanks mounted on Tongue	\$500	\$500
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0

Qty	Option	\$/ea.	Total \$
	Standard Residential Toilet (upgrade)	\$250	\$0
	Add Toilet	\$450	\$0
	Add Urinal	\$450	\$0
	Add Sink (Wall-Mount/ Pedestal)	\$475	\$0
3	Single Sink to Single Vanity (per Sink)	\$350	\$1,050
	Single Sink to Double Sink Solid (per Sink)	\$975	\$0
	Upgrade to Vessel Sink (per Sink)	\$180	\$0
	Solid Surface Countertop (per Sink)	\$150	\$0
	Electric Hand Dryer (No Heat)	\$650	\$0
	Single Framed Mirror	\$190	\$0
	Double Framed Mirror	\$280	\$0
	Fold Down Seat (18")	\$225	\$0
	Music Amp w/ 2 speakers and USB/ SD Card Player	\$550	\$0
	Baby Changing Station	\$275	\$0
	Tuff Shelf 12"x4" Stainless Steel	\$50	\$0
	CUSTOMER INSTALLED ACCESSORIES	\$/ea.	
	Double Roll Toilet Paper Dispenser	\$30	\$0
	Stainless Steel C-Fold Towel Dispenser	\$100	\$0
	Enmotion Hands Free Towel Dispenser	\$130	\$0
	Stainless Steel Garbage Can	\$135	\$0
3	Foaming or Liquid Soap Dispenser	\$50	\$150
	Sanitary Napkin Disposal SS	\$60	\$0
			\$0
			\$0
			\$0
			\$0
			\$0

Options selected are highlighted in blue.

OPTIONS PRICE
\$4,155.00

Clean & Dry Package = Wash Down Package + Coin Rubber Floor + Fiberglass Subfloor (Water-resistant and Easy to Clean!)

AGREEMENTS:

- *It is the purchasers responsibility to research and provide us with any codes or build standards unique to your area that affect the trailer construction or use.
- *Ready2Go Restroom Trailers Sales, LLC, is not responsible for State, Local, or any "other" requirements related to Building Codes and/ or Compliance.
- *Deposit must be received within 72 hours to secure production space. Once the deposit is received, your order may not be cancelled or refunded.
- *By Signing Below, Buyer Agrees to Ready2Go Restroom Trailers Sales, LLC Terms and Conditions sheet.
- *Items are the sole property of Ready2Go Restroom Trailers Sales, LLC until full payment is made and must be turned over if payment isn't made within 90 days of delivery.
- *Quoted lead times are estimated. Production times may vary due to circumstances beyond our control.
- *Any specific requests must be noted on this quote form, or we will build to our standards. This includes but is not limited to materials, fixture locations, and overall design.
- *Items discussed, but not listed on this quotation, will not be added to your final trailer build. This is a custom trailer being built for you.
- *Your signature below will serve as acceptance and approval of all trailer pricing, specifications, accessories, and designs listed on this quote.
- * COVID-19 - In no event shall seller be liable for any non-performance, delay in performance, or any other variation from Seller's performance obligations, nor for any loss or damage to any goods supplied to Buyer, when occasioned directly or indirectly by any cause beyond the reasonable control of Seller or its suppliers, vendors, subcontractors, or other representatives or agents, including, but not limited to, communication line failures; power failures; natural disasters; disease/ Pandemic; or acts of God; acts of criminals or a public enemy; war; riot; official or unofficial acts; contracts, regulations or restrictions of any domestic or foreign governmental agency; acts of Buyer or its employees, representatives or agents; strikes or labor difficulties; or failures, shortages, or delays in Seller's usual sources of labor or materials. Seller shall automatically be entitled to a reasonable extension of all periods of performance when delayed by any such cause.

Signature: _____

Date: _____

Print Name: _____



1525 Park Minor Blvd, #300
 Pittsburgh, PA 15205
 Office: 833-428-3246
 Cell: 919-291-5089
 Email: lee@ready2gorestroomtrailers.com
www.ready2gorestroomtrailers.com

QUOTATION
R2G00791-2

Date: 3/17/2021
 Quote is good for 30 days

RESTROOM, SHOWER, COMBINATION AND SPECIALTY TRAILER SALES

CUSTOMER (BUYER)		SHIP TO:	
Orange County Fire Name: Authority Address: Bldg C City, State: Irvine, CA Zip: 92602	Phone: 714-573-6642 Fax: Email: rothchildong@ocfa.org	Name: Orange County Fire Authority Fleet Services Address: 1 Fire Authority Rd City, State: Irvine, CA. 92602 Contact: Frank Grisenti Phone: 412-498-2632	

2 Station 8' Restroom Trailer with 300 gallon waste tank

Interior Color	White FRP	Exterior Color	Charcoal	Quantity	2
				Price Each	\$21,358.00

**All Interior Color Choices include White Trim Package*

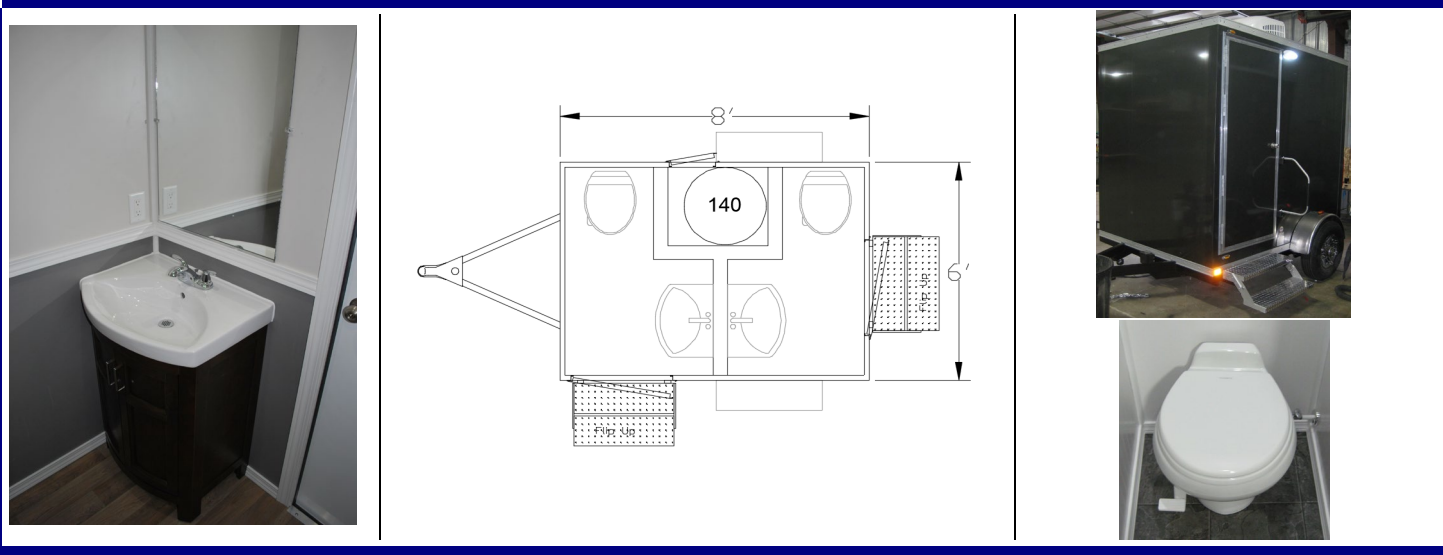
BASE PRICE
\$42,716.00

- STANDARD ITEMS - ALL TRAILERS -

- Oversized Structural Steel Beams
- All Steel Cage Construction
- E-Z Lube Hubs
- Poly Insulation
- Smooth Aluminum Exterior Siding
- One Piece Aluminum Seamless Roof
- Electric Brakes
- Keyed alike Locks
- Independent Torsion Axles
- Commercial PEX Water Lines
- Chip Resistant Undercoating
- Marine Grade Sub Floor
- 2- 5/16" Trailer Receiver

- STANDARD ITEMS - PER TRAILER DESIGN -

- A/C (13,500 BTU)
- Heavy Duty Fold-up Alum. Steps & Handle
- Timed Faucets
- LED Interior-Exterior Trailer Lighting
- Scissor Jack Stabilizers
- FRP (fiberglass wall panels)
- Waste Water Tank
- Waste Tank Sight Gauge



See the next page for Optional Items *Pictures and Layouts are for reference only and may not reflect the final product - subject to COHSI Engineer Review*

OPTIONAL ITEMS, DELIVERY, AND TOTAL COSTS

2	Options listed on page 2	\$3,190.00	\$	6,380.00
			Trailer Sub-Total:	\$49,096.00
Sales Tax (when applicable)		State:	Tax Rate:	\$ -
3946	Delivery Charge per Mile	Standard	Bumper Pull	\$ 8,286.60

No specific certifications, stamps or seals are provided or implied with this trailer.
 Such items may be made available from a third party, at an additional cost (must request prior to build)

FINAL PRICE (Including Tax, Registration & Delivery)
\$57,382.60

50% or PO Due upon order	\$	28,691.30
50% Due Upon Completion	\$	28,691.30

Trailer must be Pumped Out before Transport

Notes: *Hot Water Handwash - Power Cord(s) included 75' (2 - 110Volt 20amp plugs) - Ready 2 Go will provide CA Registration and any other requests/ processes agreed upon with end user*

OPTIONAL ITEMS (some items may increase lead time)

Qty	Option	\$/ea.	Total \$
	Interior upgrade to Laminated Two Tone walls from FRP panels (per Trailer foot)	\$70	\$0
	Interior upgrade to Grey Laminate walls with Barnwood Accent Wall from FRP panels (per Trailer foot)	\$90	\$0
	Upgrade to Panel Doors from High Privacy Metal Partition Doors (per Door)	\$300	\$0
	Wash Down Package - Aluminum Interior Trim caulked along bottom for superior moisture resistance - FRP Interior Only (per Trailer foot)	\$40	\$0
	Generator Mount on Tongue of Trailer with Diamond Plate Encasement	\$1,000	\$0
	Upgrade to Non Stock Aluminum (Stock Aluminum : White, Pewter, Charcoal)	\$250	\$0
	Upgrade to Non Stock Laminate (Stock Laminate : Linen, Chocolate, Wedding Cake, Feather Grey, Taupe)	\$250	\$0
	Upgrade to Non Stock Partition Color (Stock Partition : Latte, Slate, Charcoal)	\$250	\$0
	Remote Monitoring Application (includes Deep Cycle Battery)	\$1,100	\$0
	Solar Panel Charging (per Solar Panel)	\$700	\$0
	Deep Cycle Battery (per Battery)	\$250	\$0
	Aluminum Diamond Plate Fold up Ramp - Drop Box Units (Wheelchair access)	\$3,300	\$0
	Aluminum Sectional Ramp with 5' Platform & Railing - Quick Easy Setup (Wheelchair access) - (per Trailer Design)	\$0	\$0
	Lowering Trailer with Fold up Ramp and Railing - (Wheelchair access, Grinder Pump Toilet required)	\$7,800	\$0
	Lowering ADA Module with Fold up Ramp and Railing - Hydraulic Lowering (Wheelchair access, Grinder Pump Toilet required)	\$10,500	\$0
	Outreach Lift System Handicap lift ramp, with additional step. (Attendant is required)	\$6,800	\$0
			\$0

Qty	Option	\$/ea.	Total \$
	Coin Rubber Floor (per Trailer foot)	\$75	\$0
	Aluminum Wheels	\$110	\$0
	Increase Trailer by 1ft	\$850	\$0
2	Powered Vent/ Skylight with Vent Cover	\$240	\$480
	Diamond Plate Rock Guard	\$400	\$0
	Spare Tire (mounted)	\$350	\$0
1	Utility Room w/ Door	\$550	\$550
2	Vacant/ Occupied LED Indicator	\$125	\$250
	Water tank/ pump, 105 gallons	\$750	\$0
1	Water tank/ pump, 140 gallons	\$810	\$810
	Water tank/ pump, 225 gallons (215 gallons useable)	\$925	\$0
	Water tank/ pump, 300 gallons (275 gallons useable)	\$1,300	\$0
	Water tank/ pump, 400 gallons (380 gallons useable)	\$1,405	\$0
1	Hot Water Heater (Utility)	\$300	\$300
	Wall Heater	\$225	\$0
	Cold Weather Package (per Trailer foot)	\$100	\$0
	Fiberglass Subfloor (per Trailer foot)	\$70	Inc
	Outlets - GFI protected	\$120	\$0
	Replace LPG Tankless w/ Electric (Increases Power Requirement)	\$300	\$0
	Dual 40# Propane Tanks mounted on Tongue	\$500	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0

Qty	Option	\$/ea.	Total \$
	Standard Residential Toilet (upgrade)	\$250	\$0
	Add Toilet	\$450	\$0
	Add Urinal	\$450	\$0
	Add Sink (Wall-Mount/ Pedestal)	\$475	\$0
2	Single Sink to Single Vanity (per Sink)	\$350	\$700
	Single Sink to Double Sink Solid (per Sink)	\$975	\$0
	Upgrade to Vessel Sink (per Sink)	\$180	\$0
	Solid Surface Countertop (per Sink)	\$150	\$0
	Electric Hand Dryer (No Heat)	\$650	\$0
	Single Framed Mirror	\$190	\$0
	Double Framed Mirror	\$280	\$0
	Fold Down Seat (18")	\$225	\$0
	Music Amp w/ 2 speakers and USB/ SD Card Player	\$550	\$0
	Baby Changing Station	\$275	\$0
	Tuff Shelf 12"x4" Stainless Steel	\$50	\$0
	CUSTOMER INSTALLED ACCESSORIES	\$/ea.	
	Double Roll Toilet Paper Dispenser	\$30	\$0
	Stainless Steel C-Fold Towel Dispenser	\$100	\$0
	Enmotion Hands Free Towel Dispenser	\$130	\$0
	Stainless Steel Garbage Can	\$135	\$0
2	Foaming or Liquid Soap Dispenser	\$50	\$100
	Sanitary Napkin Disposal SS	\$60	\$0
			\$0
			\$0
			\$0
			\$0
			\$0

Options selected are highlighted in blue.

OPTIONS PRICE
\$3,190.00

Comforts Clean & Dry Package = Wash Down Package + Coin Rubber Floor + Fiberglass Subfloor (Water-resistant and Easy to Clean!)

AGREEMENTS:

- *It is the purchasers responsibility to research and provide us with any codes or build standards unique to your area that affect the trailer construction or use.
- *Ready2Go Restroom Services Sales, LLC ("R2G") is not responsible for State, Local, or any "other" requirements related to Building Codes and/ or Compliance.
- *Deposit must be received within 72 hours to secure production space. Once the deposit is received, your order may not be cancelled or refunded.
- *Items are the sole property of R2G until full payment is made and must be turned over if payment isn't made within 90 days of delivery.
- *Quoted lead times are estimated. Production times may vary due to circumstances beyond our control.
- *Any specific requests must be noted on this quote form, or we will build to our standards. This includes but is not limited to materials, fixture locations, and overall design.
- *Items discussed, but not listed on this quotation, will not be added to your final trailer build. This is a custom trailer being built for you.
- *Your signature below will serve as acceptance and approval of all trailer pricing, specifications, accessories, and designs listed on this quote.
- * COVID-19 - In no event shall seller be liable for any non-performance, delay in performance, or any other variation from Seller's performance obligations, nor for any loss or damage to any goods supplied to Buyer, when occasioned directly or indirectly by any cause beyond the reasonable control of Seller or its suppliers, vendors, subcontractors, or other representatives or agents, including, but not limited to, communication line failures; power failures; natural disasters; disease/ Pandemic; or acts of God; acts of criminals or a public enemy; war; riot; official or unofficial acts; contracts, regulations or restrictions of any domestic or foreign governmental agency; acts of Buyer or its employees, representatives or agents; strikes or labor difficulties; or failures, shortages, or delays in Seller's usual sources of labor or materials. Seller shall automatically be entitled to a reasonable extension of all periods of performance when delayed by any such cause.

Signature: _____

Date: _____

Print Name: _____



Comfort Care Warranty

Comforts of Home Services Inc (warrantor), of Aurora Illinois hereby provides a 5-year Limited Warranty on our trailer frame and waste tank. This does not include damage, paint, undercoating or insulation. Comforts of Home Services Inc. provides a 1-year Limited Warranty on the trailer as a whole. The warranty described in this agreement is in lieu of all other warranties, expressed or implied. This warranty shall apply to the original purchaser as shown on the sales agreement. Warranty begins on the date the trailer is delivered to you.

Certain individual components are warranted by their respective manufacturers' warranty program and therefore are excluded from the Manufacturers "Comfort Care Warranty". These components include, but are not limited to; tires, wheels, axles, couplers, jacks, light fixtures, windows, doors, heaters, air conditioners, toilets, sinks, faucets, pumps, awnings and most other electrical or mechanical systems. Warranty claims must be filed with the respective component manufacturers' warranty department within the coverage period. Any installation fees, shipping fees, or other costs associated with the repair of the items not covered by the respective manufactures' warranty are the sole responsibility of the trailer owner.

Except as otherwise specifically set forth herein, Seller warrants only that goods furnished by Seller shall conform to the specifications set forth on the final order acknowledgement issued by Seller. To obtain consideration under this Limited Warranty, Buyer must first contact Seller, stating in what respect the good are believed by Buyer to be defective. Failure to give such notice within the warranty period shall be a waiver of this Limited Warranty and no assistance or other action thereafter taken by Seller shall be deemed to extend or revive the warranty period. This Limited Warranty shall not apply to goods which, in Seller's sole judgement, have been the subject of negligence, misuse, abuse, accident, misapplication, tampering or alteration, defacing, scratches, dents, chips, and or tears, on any surface, not caused by the warrantor, nor shall it apply to goods damaged by acts of God, war or civil insurrection, improper assembly, installation, operation, maintenance or storage, or other than normal application, use or service, including, without limitation, failures caused by foreign materials, erosion, or wear and tear. This Limited Warranty shall not cover, and Seller shall not under any circumstances be liable for, damages for injuries to persons or property, loss of product, loss of profits, loss of use, expenses of labor, travel or other items related to the removal, replacement or recall of defective goods; damages resulting from the removal of defective goods or the installation of repaired or replacement goods; expenses relating to the transportation of goods to and from Seller's facility; damages resulting from any consequential, incidental, contingent or special damages, whether arising in contract, in tort, or under statute; or any other damages or expenses not agreed upon in writing by Seller, even if Seller has been advised of the potential for any such damages or expenses. In no event shall Seller's total liability exceed the specific purchase price of the subject goods. **THIS LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.**

Please refer to the product owner's manual, or contact and authorized representative of the warrantor, for instructions on filing a warranty claim. No person is authorized to give any other warranty or to assume any other liability on the Seller's behalf. The provisions of the Limited Warranty shall be interpreted and governed pursuant to the Laws of the State of Illinois.

EXHIBIT G: PROJECT APPROACH / CUSTOMER SERVICE

Offerers 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 4.2.3 Project Approach / Customer Service** and should address and identify, at a minimum, the criteria below:

G1.IMPLEMENTATION / DEPLOYMENT

- G1.1** Delivery dates and lead times – **delivery expected 14 weeks after receipt of order; production updates are provided to OCFA on a bi-weekly basis; one week prior to final inspection OCFA is notified of pick-up and drop-off dates; OCFA contacted when trailers leave the facility; OCFA contacted by the driver to coordinate time/location of arrival.**
- G1.2** Availability and description of End-User training – **an Instruction Manual is available both online and included in the mechanical room of each trailer (copy attached); instructional videos are posted on You Tube covering a myriad of activities; both R2G and Comforts of Home are available for additional queries.**

G2.ORDERING

- G2.1** Ordering process – **upon receipt of Purchase Order from OCFA, R2G reserves production slots for the 6 units.**
- G2.2** Standard timeline for receipt of product after placing the order – **14 weeks**
- G2.3** Pricing / discounts off the manufacturer's list for additional items not specified in the resulting agreement – **pricing for options not included in original quote are listed on Quote Forms R2G00791 and R2G00791-2.**

G3.ONGOING MAINTENANCE

- G3.1** Process for initiating warranty-related services – **call R2G.**
- G3.2** Availability of loaner equipment - **none**
- G3.3** Repair/Replacement Program
- a.** Repair procedures and the process for initiating repair requests – **call R2G**
 - b.** On-site service response times – **24-48 hours**
 - c.** Provisions for loaner equipment - **none**
 - d.** Turnaround time for repairs – **generally 24-48 hours**
- G3.4** Scheduled Maintenance
- a.** Availability and description of the preventive maintenance program – **see attached Operator's Manual**
 - b.** Who performs and where - **OCFA**
 - c.** Identified maintenance cycles – **see Operator's Manual**
 - d.** Description of the services that are included and excluded – **n/a**
- G3.5** Technical Support
- a.** Availability of technical support when troubleshooting issues – **contact R2G or Comforts of Home Services for immediate support**
 - b.** Process for initiating requests – **call or email R2G**
 - c.** Method of contact – **call or email R2G**
 - d.** Hours of availability – **7:00 am – 11:00 pm EST**
- G3.6** Future planned changes to the device or discontinuation of production and how these will be addressed - **NONE**

READY2GO RESTROOM TRAILERS, LLC. SALES AND RENTALS

Ready2Go Restroom Trailers Sales, LLC, is based out of Pittsburgh, Pennsylvania with sales support in Texas, North Carolina, Florida, and Illinois. **Ready2Go** represents various manufacturers in North America, along with custom designed trailers exclusive to **Ready2Go**. Clients include a diverse mix of entities from state, local and federal governments, public utilities, Non-Profits, emergency services, disaster recovery, school districts, universities, and several private individuals and industry professionals (see representative listing, following page). Whether a single unit or a multi-million dollar project, our strong relationships and industry experience provide customers the optimal solution when looking for specific trailer needs. We focus on the needs of the customer and provide a consultative approach to determine needs and work to deliver on-time and within budget. All trailers come with standard warranties and ongoing support from the **Ready2Go** team.

Our Sales Department is focused full-time on the sale of restroom, shower, and specialty trailers, bringing years of experience from a diverse background of private and public disciplines. We work with numerous manufactures and fully insured transporters across North America to ensure you receive the trailer designed to your requests with the highest quality production standards, at an affordable price.

Ready2Go understands that situations change and there may be a need to sell your trailer(s); we offer two programs to support that need:

- Buy-Back Policy on all new trailers sold by **Ready2Go**
- Sell your trailer – a service that promotes and markets used trailers

Our network of partners and customers provides **Ready2Go** an ever-changing inventory of used trailers for sale. We also provide a large Rental network through **Ready2Go Restroom Rentals**, and can support needs ranging from 1-day events to long-term commitments.

We are available through our toll-free number or email, 7 days a week, to provide support or answer questions related to your trailer needs.

In the event of equipment malfunctions/failures, **Ready2Go** and the trailer manufacturer utilize a national network of repair facilities to perform either on-site or local repairs.

List of Governmental or Public Agencies utilizing same or similar equipment

(additional references available upon request)

New York Power Authority – Eight 7-room shower trailers customized to include all-electric quick recovery water heaters and arctic heat packages; total project - \$701,838.00.

Kevin King, 718-626-8288, kevin.king@nypa.gov

Naval Air Warfare Center Weapons (China Lake, CA) – ADA+2 (1 each) and ADA+9 (7each) restroom trailers; total project \$604,339.00.

Jace Pennington (System Integrator – Native Instinct, LLC), 865-585-1790, jace@nativeinstinct.co

City of Bristol, VA – ADA+10 restroom trailer; total project - \$69,878.00.

Terry Napier, 423-764-4002, tnapier@bristoltn.org

County of Ventura, CA – ADA+2 Shower/Restroom Combination Trailer; total project - \$57,119.00.

Jorge Bonilla, 805-645-1322, Jorge.bonilla@ventura.org

Broward County, FL – ADA+10 restroom trailer; total project - \$79,836.30.

Traci Singleton, 954-357-8812, traci.singleton@broward.org

Auburn University – ADA+2 shower/restroom combination trailer; total project - \$54,747.86

Matt Pike, 334-844-3630, pikemat@auburn.edu

Johnson City, TN – ADA+4 (2 each) restroom trailers; total project - \$145,790.00

James Ellis, 423.283.5815, jamesellis@johnsoncitytn.org

Butler University – ADA+8 restroom trailer; total project - \$76,809.00.

Carl Heck, 317-940-9889, heck@butler.edu

City of Hot Springs, AR – ADA+2 shower/restroom combination trailer; total project \$60,601.00.

Mary Burks, 501-321-6830, mburks@cityhs.net

Haven of Hope, Oroville, CA – ADA +3 shower/restroom combination with 3 station laundry room; total project - \$75,687.00.

Kevin Thompson, 530-693-0728, kevinthompson894@yahoo.com

Altus Air Force Base – 8 station laundry trailer, \$52,641.00.

Jace Pennington (System Integrator – Native Instinct, LLC), 865-585-1790, jace@nativeinstinct.co

Blackhawk Technical College – 6 station shower trailer; \$61,012.00.

Deena Adkins, 608-757-7760, purchasing@blackhawk.edu

Metropolitan Atlanta Rapid Transit Authority (MARTA), Atlanta, GA – 3 station restroom trailer,

\$35,619.00, Lynn Carter, 404-848-5284, lcarter1@itsmarta.com

Texas A&M Forest Services, 6 station shower-restroom combination trailer, College Station, TX

\$69,996.50, Alan Degelman, 979-458-7380, Degelman, adegelman@tfs.tamu.edu



What is our Buy Back Policy?

Ready2Go Restroom Trailers Sales LLC offers up to 70% of the purchase price at any point between eight to eighteen months of purchasing from us!

Buyback policy requirements:

- The policy is limited to new trailers, originally purchased from **Ready2Go Restroom Trailers Sales LLC**.
- The purchase price is subject to the condition of the trailer(s) at time of inspection**
- Power and water connections will be required at time of inspection.
- We pay up to 70% of the original purchase price*

*Buyback policy applies to any trailer purchased new from **Ready2Go Restroom Trailers Sales LLC** and delivered in the Continental United States, within the past eight to eighteen months.

**Ready2Go Restroom Trailers Sales LLC reserves the right to offer support to market the trailer for sale in lieu of Buy Back program, to achieve similar results for customer.

WWW.READY2GORESTROOMTRAILERS.COM

833-428-3246

1525 Park Manor Blvd. #300 Pittsburgh, PA 15205

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:

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

**New York Power Authority – Eight 7-room shower trailers customized to include all-electric quick recovery water heaters and arctic heat packages; total project - \$701,838.00.
Kevin King, 718-626-8288, kevin.king@nypa.gov**

**Naval Air Warfare Center Weapons (China Lake, CA) – ADA+2 (1 each) and ADA+9 (7each) restroom trailers; total project \$604,339.00.
Jace Pennington (System Integrator – Native Instinct, LLC), 865-585-1790, jace@nativeinstinct.co**

**City of Bristol, VA – ADA+10 restroom trailer; total project - \$69,878.00.
Terry Napier, 423-764-4002, tnapier@bristoltn.org**

**County of Ventura, CA – ADA+2 Shower/Restroom Combination Trailer; total project - \$57,119.00.
Jorge Bonilla, 805-645-1322, Jorge.bonilla@ventura.org**

EXHIBIT J: PRICING PAGE (updated)

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		
Manufacturer: Comforts of Home Services, Inc.		
Brand:		
Model:		
1. Self-Contained 3-Stall Restroom/Shower Trailer		
Quantity	Unit Price	Ext. Total
4	\$48,557.65	\$194,230.60
2. Self-Contained 2-Stall Restroom/Trailer		
Quantity	Unit Price	Ext. Total
2	\$28,691.30	\$ 57,382.60
3. DMV Fees, registration, licensing		
Quantity	Unit Price	Ext. Total
6	20.00	\$120.00
4. ADDITIONAL ACCESSORIES AVAILABLE FOR PURCHASE		
If additional accessories are available for purchase, please attach a separate sheet with descriptions and line-item pricing.		
5. WARRANTIES		
Item	Unit Price	Brief Description
<i>Attach Additional Sheets if Necessary</i>		
Standard See Attached	included	5 year trailer frame and waste tank; 1 year on unit as whole; individual appliance warranties vary (included in Operator's Manual).
Extended		
Other		
6. Replacement Parts		
Attach an itemized list with all parts, part numbers, and unit pricing. SEE PAGE 2 - ATTACHED QUOTES		
7. Additional		
Life-Span of Equipment:	10+ years	
Trade-In Value at end of Life-Span:	~20% acquisition cost, subject to condition of unit and marker	

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. During the Pre-Proposal Meeting dated March 1, 2021, Ready2Go Restroom Trailers Sales, LLC stated that it would be able to meet OCFA's required delivery date of June 30, 2021 for no less than two (2) restroom/shower trailer units meeting all specifications. Please provide confirmation regarding the required due date.

see attached

2. OCFA may request expedited manufacture of requested units. Please indicate whether or not your company will be able to accommodate this request and provide additional pricing information for this option as applicable.

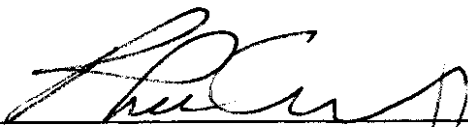
see attached

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

see attached

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.



Signature of Person Authorized to Sign

April 8, 2021

Date

Lee Currie

Printed Name

Director of Sales

Title

1. DUE DATE

Production times and pricing have both increased significantly during 2021.

Factory slowdowns and closures during 2020 (including component manufacturers)– largely attributable to COVID mandates – have resulted in unprecedented production delays.

Such closures and slowdowns have created substantial interruptions in the supply chain, particularly for steel (frames), aluminum (panels), fiberglass (panels), wood and air conditioning units. Whereas suppliers normally increase their pricing once per year, the industry is now seeing price increases on a weekly basis (steel manufacturer quotes are now valid for 24 hours).

On March 1st, the production time for the units sought by Orange County Fire Authority was 12 weeks after receipt of order (“ARO”). By the time of the bid submission (March 23rd), production had increased to 14 weeks ARO, and as of April 7th has increased to 21 weeks ARO. Orders placed this week have a ship date of September 22, 2021.

The above supply-demand tension is industry wide. No dealer or manufacturer has current inventory, and with very limited exception the production cycle is 18 – 21 weeks ARO.

2. Expedited Manufacture

The trailers quoted in Ready2Go Restroom Trailers Sales’ response to RFP R20493 are manufactured by Comforts of Home. As of April 7th, the earliest they will deliver two 3-station shower/restroom combination trailers is September 22, 2021.

Upon receipt of Orange County Fire Authority’s BAFO, Ready2Go has contacted 5 other manufacturers to explore expedited production, particularly for two (2) 3-station combo trailers by June 30, 2021.

Wells Cargo manufactures a practically identical model (see attached); Ready2Go has previously reserved production slots at Wells Cargo which can be rearranged so as to complete two (2) 3-station shower/restroom combination trailers for shipment **no later than July 9th**, the third unit on July 15th, and the fourth unit on August 5th. The preceding dates are predicated upon receipt of an order this week.

Two (2) 2-station restroom trailers could be shipped on August 5th and 11th, respectively. n.b., the Wells Cargo 2-station restroom trailers are larger than the quoted Comforts of Home 2-station restroom trailers, with a corresponding price increase (see attached).

3. Additional Information

- a. 3-station shower/restroom combination trailers – switching manufacturers has no impact on the quoted price (essentially the same trailer), and delivery can be accomplished for the first 2 units within 9 days of the June 30th target date (assuming order placed this week);

- b. 2-station restroom trailers – switching manufacturers increases the quoted price by \$8,427 each (\$16,854 total), as the Wells Cargo 2-station trailers are 12' in length (vs 8' length on quoted Comforts of Home).

- c. Another option is to switch production of the 3-station shower/restroom combination units from Comforts of Home to Wells Cargo, while retaining Comforts of Home as the manufacturer of the 2-station restroom trailers. This option would increase delivery time for the 2-stations by ~6 weeks, but would avoid a \$16,854.00 price increase.



Salesperson: Lee Currie
Ready2Go Restroom Trailers, LLC

Quote #: 1617825313
 Quote Title: R2G 3 combo
 Quote Date: 4/7/2021
 Modified Date: 4/7/2021

Quote For:

Phone: 919-291-5089
 Email: lee@ready2gorestroomtrailers.com

Qty	UOM	Description	Dealer Price
1	EA	Wells Cargo - Ultralav - Model# WC16	\$34,669.00
1	EA	WC UltraLav	\$0.00
1	EA	Tag	\$0.00
1	EA	Flat Front	\$0.00
1	EA	Round Roof	\$0.00
1	EA	16ft Long	\$0.00
1	EA	6ft Wide	\$0.00
1	EA	5,000lb Drop Leg A-Frame Jack	\$0.00
1	EA	2 5/16" Adj Height Coupler w/ 4" Adj. (14.000lb)	\$0.00
1	EA	12" 'C' Section Mainframe w/Floor Under Frame(UL)	\$0.00
2	PR	Scissor Type Stabilizer Jacks - 5000lb Capacity	\$0.00
1	PR	8/0" Safety Chains w/ 8/0" Clevis Hook, Latch	\$0.00
16	FT	7'0" Inside Height	\$0.00
16	FT	78-3/4in Hat Posts	\$0.00
1	EA	2 Piece A-Frame	\$0.00
1	EA	10 Degree Up Angle	\$0.00
1	EA	Single Axle	\$0.00
1	EA	Standard Track	\$0.00
1	EA	Electric Drum Brakes(DOT Batt & Breakaway	\$0.00
1	EA	8 Bolt Pattern	\$0.00
1	EA	EZ Lube Hubs	\$0.00
1	EA	1/2in Studs	\$0.00
1	EA	Torflex Suspension	\$0.00
1	EA	6,000lb Axle	\$0.00
2	EA	ST235/80R16E GY Rad 8B Silver Spoke Steel	\$0.00
1	EA	PF Access Door,LH Hinge - 23W x 44H (UL)	\$0.00
2	EA	32 x 74 PF Entry Door,RH Hinge - Radius (UL)	\$0.00
1	EA	32 x 74 PF Entry Door,LH Hinge - Radius (UL)	\$0.00
16	FT	3/4in PlexCore Decking.	\$0.00
16	FT	1/4" White Smooth Laminated Int. Sidewall Liner	\$0.00
3	EA	Partition Wall - Line Only Bathroom Area	\$0.00
3	EA	One Piece Formed White Ceiling in Modules	\$0.00

*Note: Make to Order items with costing older than 90 days will be rejected.

16	FT	Insulate Sidewalls & Ceiling		\$0.00
1	EA	15A,120V Motor Base Ext. Power Supply (UL)		\$0.00
1	EA	12 Volt Dome Light in Utility Closet (UL)		\$0.00
1	EA	12 Volt Wall Switch in Utility Closet (UL)		\$0.00
1	PR	LED Wraparound Tail Lights		\$0.00
1	EA	S.A.E. Color Coded 12 Volt Electrical System		\$0.00
1	EA	Seven Way Trailer End Connector		\$0.00
1	EA	D.O.T. 'A' Frame Mounted Battery Assembly		\$0.00
1	EA	Bonded Alum. on R/S,C/S,Front & Rear Walls (UL)		\$0.00
1	EA	Bolt On Rear Access Panel at Holding Tank Area		\$0.00
1	PR	12" x 21" x 40" ATP Fender for 16" Tire/Wheel		\$0.00
16	FT	Polar White		\$0.00
16	FT	.030 Aluminum Exterior		\$0.00
1	EA	9MBTU RoofMnt A/C w/5600 BTUHeat		\$0.00
3	EA	One Piece Rubber Floor in Each Module		\$0.00
3	EA	Fold-Up Steps & HandRails		\$0.00
9	EA	4.5" Surface Mount LED Dome Light		\$0.00
3	EA	52" Standard Fiberglass Counter w/Int Sink		\$0.00
1	EA	Front Module - Women's Restroom		\$0.00
1	EA	Center Module - Women's Restroom		\$0.00
1	EA	Rear Module - Men's Restroom		\$0.00
1	EA	3/8" Polyethylene Holding Tank		\$0.00
2	EA	Sight Glass - Waste Tank Level Indicator		\$0.00
1	EA	Propane on Demand Water Heater w/Double 40#		\$2,466.00
1	EA	**Deluxe Shower - 1 Module		\$551.00
1	EA	Module - Deluxe Shower Room (included in		\$0.00
1	EA	Pedal Flush Toilet (included in package)		\$0.00
1	EA	White Corner Sink w/Toilet Paper Holder (included		\$0.00
1	EA	Fresh Water Tank 105 gal		\$870.00
1	EA	Water heater		\$630.00
1	EA	Metered Faucet (included in package)		\$0.00
1	EA	P-Trap & Cover (included in package)		\$0.00
1	EA	Soap Dispenser (included in package)		\$0.00
1	EA	Bi Fold Paper Towel Holder (included in package)		\$0.00
Subtotal				\$44,513.00
			Freight	\$4044.65
Total				\$48,557.65

Quote Valid For 15 Days

*Note: Make to Order items with costing older than 90 days will be rejected.



"We are Ready2Go when you are!"

Salesperson: Lee Currie
[lee@Ready2Go Restroom Trailers.com](mailto:lee@Ready2GoRestroomTrailers.com)

Quote #: 1617825781
 Quote Title: R2G 2 stall
 Quote Date: 4/7/2021
 Modified Date: 4/7/2021

Quote For:

Phone: 919.291.5089

Qty	UOM	Description	Quote Price
1	EA	Wells Cargo - Ultralav - Model# WC12	\$27,148.00
1	EA	WC UltraLav	\$0.00
1	EA	Tag	\$0.00
1	EA	Flat Front	\$0.00
1	EA	Round Roof	\$0.00
1	EA	12ft Long	\$0.00
1	EA	6ft Wide	\$0.00
1	EA	5,000lb Drop Leg A-Frame Jack	\$0.00
1	EA	2 5/16" Adj Height Coupler w/ 4" Adj. (14.000lb)	\$0.00
1	EA	12" 'C' Section Mainframe w/Floor Under Frame(UL)	\$0.00
2	PR	Scissor Type Stabilizer Jacks - 5000lb Capacity	\$0.00
1	PR	8/0" Safety Chains w/ 8/0" Clevis Hook, Latch	\$0.00
12	FT	7'0" Inside Height	\$0.00
12	FT	78-3/4in Hat Posts	\$0.00
1	EA	2 Piece A-Frame	\$0.00
1	EA	10 Degree Up Angle	\$0.00
1	EA	Single Axle	\$0.00
1	EA	Standard Track	\$0.00
1	EA	Electric Drum Brakes(DOT Batt & Breakaway	\$0.00
1	EA	6 Bolt Pattern	\$0.00
1	EA	EZ Lube Hubs	\$0.00
1	EA	1/2in Studs	\$0.00
1	EA	Torflex Suspension	\$0.00
1	EA	5,000lb Axle	\$0.00
2	EA	ST225/75R15E GY Rad 6B Silver Spoke Steel	\$0.00
1	EA	PF Access Door,LH Hinge - 23W x 44H (UL)	\$0.00
1	EA	32 x 74 PF Entry Door,RH Hinge - Radius (UL)	\$0.00
1	EA	32 x 74 PF Entry Door,LH Hinge - Radius (UL)	\$0.00
12	FT	3/4in PlexCore Decking.	\$0.00
12	FT	1/4" White Smooth Laminated Int. Sidewall Liner	\$0.00
2	EA	Partition Wall - Line Only Bathroom Area	\$0.00
2	EA	One Piece Formed White Ceiling in Modules	\$0.00
12	FT	Insulate Sidewalls & Ceiling	\$0.00

*Note: Make to Order items with costing older than 90 days will be rejected.

1	EA	15A,120V Motor Base Ext. Power Supply (UL)		\$0.00
1	EA	12 Volt Dome Light in Utility Closet (UL)		\$0.00
1	EA	12 Volt Wall Switch in Utility Closet (UL)		\$0.00
1	PR	LED Wraparound Tail Lights		\$0.00
1	EA	S.A.E. Color Coded 12 Volt Electrical System		\$0.00
1	EA	Seven Way Trailer End Connector		\$0.00
1	EA	D.O.T. 'A' Frame Mounted Battery Assembly		\$0.00
1	EA	Bonded Alum. on R/S,C/S,Front & Rear Walls (UL)		\$0.00
1	EA	Bolt On Rear Access Panel at Holding Tank Area		\$0.00
12	FT	Polar White		\$0.00
12	FT	.030 Aluminum Exterior		\$0.00
1	PR	Aluminum Tread Plate Fenders		\$0.00
1	EA	9MBTU RoofMnt A/C w/5600 BTUHeat		\$0.00
2	EA	One Piece Rubber Floor in Each Module		\$0.00
1	EA	Fresh water tank 105 gal		\$870.00
2	EA	Fold-Up Steps & HandRails		\$0.00
6	EA	4.5" Surface Mount LED Dome Light		\$0.00
2	EA	52" Standard Fiberglass Counter w/Int Sink		\$0.00
1	EA	Front Module - Women's Restroom		\$0.00
1	EA	Rear Module - Men's Restroom		\$0.00
1	EA	3/8" Polyethylene Holding Tank		\$0.00
1	EA	6Gal Elec WaterHeater w/15A 120V		\$503.00
2	EA	Sight Glass - Waste Tank Level Indicator		\$0.00
Subtotal				\$32,303.00
FREIGHT				\$4143.30
Total				\$36,446.30

Quote Valid For 15 Days

*Note: Make to Order items with costing older than 90 days will be rejected.

**ORANGE COUNTY FIRE AUTHORITY
MASTER AGREEMENT
FOR PORTABLE RESTROOM/BATHROOM TRAILERS**

THIS AGREEMENT ("Agreement") for purchase of four (4) Portable Restroom/Bathroom Trailers and two (2) Restroom-Only Trailers is made and entered into this 22nd day of April, 2021 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and Ready2Go Restroom Trailers Sales LLC ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires four (4) Portable Restroom/Bathroom Trailers and two (2) Restroom-Only Trailers as requested in RFP RO2493, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a proposal dated March 23, 2021, incorporated herein by this reference ("Proposal"); and

WHEREAS, OCFA and Contractor desire to enter into this Agreement in order to receive and provide, respectively, four (4) Portable Restroom/Bathroom Trailers and two (2) Restroom-Only Trailers 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 four (4) Portable Restroom/Bathroom Trailers and two (2) Restroom-Only Trailers from Contractor as more fully detailed in Exhibit "A", attached hereto, which includes by reference and by addendum: (1) OCFA's RFP RO2493, dated March 4, 2021 ("Solicitation"), (2) Contractor's Proposal, as modified by Contractor's Best and Final Offer dated April 8, 2021, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the Parties hereto ("Services", "Goods" or "Work"). In the event of any inconsistency between the terms contained in "Exhibit A", and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then Exhibit "A" shall govern, in that order.

1.2 Term. This Agreement shall commence on the Effective Date, and continue in full force and effect for one (1) year, unless earlier terminated in accordance with Section 3.8 of this Agreement.

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: Lee Currie, Director of Sales. 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 Patrick Bauer, Property 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:

Ready2Go Restroom Trailers Sales LLC
Attention: Lee Currie
1525 Park Manor Blvd. #300
Pittsburgh, PA 15205

SECTION TWO

2.1 Orders. The Contractor shall receive a written Purchase Order requests 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 is of the essence in this Agreement. The equipment described within the specifications shall be delivered to the OCFA, within the timeframe specified in Exhibit "A". The equipment will be delivered clean and free of evidence of prior use, serviced and ready for immediate service. OCFA reserves the right to refuse any equipment and to cancel all or any part of the equipment not conforming to the specifications, as set forth in Exhibit "A". Acceptance of any part of the order shall not bind OCFA to accept future shipments nor deprive it of the right to return equipment already accepted at Contractor's expense. Delivery shall not be deemed to be complete until all equipment has actually been received and accepted by OCFA.

The contractor acknowledges and agrees that any delay would seriously affect the public welfare and the operations of the OCFA and that it is extremely difficult to ascertain and determine actual damages for such delay. Therefore, it is agreed that the contractor shall become liable to the OCFA for liquidated damages in the sum of one hundred dollars (\$100) for each and every calendar day in excess of the date specified for delivery for each unit not delivered as scheduled.

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

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

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

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

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

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

2.8 Usage. No guarantee is given by OCFA to Contractor regarding usage of this Agreement. Future purchases are dependent on availability of an appropriation in the OCFA's

budget. The Contractor agrees to supply the equipment requested, as needed by OCFA, at prices listed in Exhibit "B", attached hereto, regardless of quantity requested.

Contractor acknowledges that this Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, or are otherwise limited, OCFA may immediately terminate or modify this Agreement without penalty.

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

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

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

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

2.13 Performance. Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to the reasonable satisfaction of OCFA. Contractor shall be responsible for the quality, technical assurance, timely completion and coordination of all documentation furnished by Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor,

supervision, machinery, equipment, materials, and supplies necessary therefore and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

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

2.14 Time for Completion. All Goods and Services rendered pursuant to this Agreement shall be provided 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 equipment required hereunder without the express written approval of the Purchasing Manager. If Contractor is authorized to subcontract any part of the work specified herein, Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the provision of Goods or Services will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Contractor shall ensure that all subcontractors maintain insurance in accordance with the requirements set forth herein are complied with prior to commencement of work by each subcontractor.

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

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

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

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

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

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

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

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

2.28 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the provision of Goods or Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

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

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

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

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

SECTION THREE

3.1 Governing Law and Venue. This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of

California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

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

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

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

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

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

3.8 Termination. OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except where continuation would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate.

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

- The Contractor shall submit to the Purchasing Manager a written request for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless OCFA, on its own initiative, has already rendered such a final decision.

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

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

- Afford Contractor written notice of the breach and ten days or such shorter time that may be specified in this Agreement within which to cure the breach;
- Discontinue payment to the 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

APPROVED AS TO FORM.

By:  _____

David E. Kendig
General Counsel

ATTEST:

Maria D. Huizar
Clerk of the Board

Date: _____

"CONTRACTOR"

CONTRACTOR NAME

Date: 4-12-24 _____

By:  _____

Lee Currie
Director of Sales

Date: 4-12-21 _____

By:  _____

Mark Rosen
President

EXHIBIT "A"

- (1) OCFA's RFP RO293, dated March 3, 2021 ("Solicitation"),
- (2) Contractor's Proposal, as modified by Contractor's Best and Final Offer dated April 8, 2021, and
- (3) Any amendments, addendums, change orders, or modifications mutually agreed upon by the Parties hereto ("Services", "Goods" or "Work").

EXHIBIT "B"
Pricing Page

EXHIBIT J: PRICING PAGE (updated)

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		
Manufacturer: Comforts of Home Services, Inc.		
Brand:		
Model:		
1. Self-Contained 3-Stall Restroom/Shower Trailer		
Quantity	Unit Price	Ext. Total
4	\$48,557.65	\$194,230.60
2. Self-Contained 2-Stall Restroom/Trailer		
Quantity	Unit Price	Ext. Total
2	\$28,691.30	\$ 57,382.60
3. DMV Fees, registration, licensing		
Quantity	Unit Price	Ext. Total
6	20.00	\$120.00
4. ADDITIONAL ACCESSORIES AVAILABLE FOR PURCHASE		
If additional accessories are available for purchase, please attach a separate sheet with descriptions and line-item pricing.		
5. WARRANTIES		
Item	Unit Price	Brief Description
<i>Attach Additional Sheets if Necessary</i>		
Standard See Attached	included	5 year trailer frame and waste tank; 1 year on unit as whole; individual appliance warranties vary (included in Operator's Manual).
Extended		
Other		
6. Replacement Parts		
Attach an itemized list with all parts, part numbers, and unit pricing. SEE PAGE 2 - ATTACHED QUOTES		
7. Additional		
Life-Span of Equipment:	10* years	
Trade-In Value at end of Life-Span:	~20% acquisition cost, subject to condition of unit and marker	

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 "C"
Insurance Requirements

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

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

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

C2.2 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

C2.3 Products Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Products liability insurance with limits of at least one million dollars (\$1,000,000.00)

C2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation

insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

C2.5.1If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

C2.5.2Firm 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:

C4.1.1Additional 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.

C4.1.2Primary, 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 selfinsured retention is increased.

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

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

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

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

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

C12. Indemnification: To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of

any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

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

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

EXHIBIT "D"
Special Terms and Conditions