

## ORANGE COUNTY FIRE AUTHORITY AGENDA

## EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, September 28, 2023 5:30 P.M.

Regional Fire Operations and Training Center Board Room

> 1 Fire Authority Road Irvine, CA 92602

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

#### NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION

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

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

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

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

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

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



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

#### **CALL TO ORDER** by Chair Rossini

**INVOCATION** by OCFA Chaplain Gerardo Arenado

**PLEDGE OF ALLEGIANCE** by Director Shawver

**ROLL CALL** by Clerk of the Authority

#### **REPORTS**

- A. Report from the Budget and Finance Committee Chair
- **B.** Capital Improvement Project Quarterly Update

#### **PUBLIC COMMENTS**

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

#### 1. PRESENTATIONS

None

#### 2. CONSENT CALENDAR

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

#### A. Minutes for the Executive Committee Meeting

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

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

#### Recommended Action:

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

#### **B.** Monthly Investment Reports

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

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

#### Recommended Action:

Receive and file the reports.

#### C. Fourth Quarter Financial Newsletter

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

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

#### Recommended Action:

Receive and file the report.

#### D. Fourth Quarter Purchasing Report

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

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

#### Recommended Action:

Receive and file the report.

#### E. Annual Investment Report

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

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

#### Recommended Action:

In compliance with Section 18.2 of the Orange County Fire Authority's Investment Policy, receive and file the report.

#### F. Award of Contract for Mobile Computer Aided Dispatch Program RFP RO2596

Submitted by: Jim Ruane, Assistant Chief/Logistics Department, Joel Brodowski, IT Division Manager/Logistics Department, and Kevin Fetterman, Division Chief, Emergency Command Center

#### Recommended Action:

Approve and authorize the Purchasing Manager to issue a blanket order for a five-year term for a Mobile Computer Aided Dispatch program based on the pricing provided in the Best and Final Offer (BAFO) for an annual contract amount of \$202,000 for the first year and increases not to exceed 5% annually for years two through five.

#### 3. DISCUSSION CALENDAR

None.

#### **COMMITTEE MEMBER COMMENTS**

**ADJOURNMENT** – The next meeting will be a Regular Meeting of the Executive Committee on Thursday, October 26, 2023, at 5:30 p.m.

#### AFFIDAVIT OF POSTING

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

Maria D. Huizar, CMC Clerk of the Authority

#### **FUTURE EC AGENDA ITEMS – THREE-MONTH OUTLOOK:**

- Monthly Investment Report
- Quarterly CIP Update
- 1<sup>st</sup> Quarter Financial Newsletter

#### **UPCOMING MEETINGS:**

Budget and Finance Committee (Special Meeting) Legislative and Public Affairs Committee Executive Committee Board of Directors Tuesday, October 17, 2023, 12 noon Wednesday, October 18, 2023, 12 noon Thursday, October 26, 2023, 5:30 p.m. Thursday, October 26, 2023, 6:00 p.m.

## MINUTES ORANGE COUNTY FIRE AUTHORITY

#### Executive Committee Regular Meeting Thursday, July 27, 2023 5:30 P.M.

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

Board Room 1 Fire Authority Road Irvine, CA 92602

#### **CALL TO ORDER**

Chair Rossini called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on July 27, 2023.

#### **INVOCATION**

The Invocation was led by Chaplain Ed Valdez.

#### PLEDGE OF ALLEGIANCE

Director Tettemer led the assembly in the Pledge of Allegiance.

#### ROLL CALL

**Present:** Vince Rossini, Villa Park, Chair

John O'Neill, Garden Grove, Vice Chair

Phil Bacerra, Santa Ana Noel Hatch, Laguna Woods Dave Shawver, Stanton Mark Tettemer, Lake Forest

**Absent:** Shelley Hasselbrink, Los Alamitos

Donald P. Wagner, County of Orange Dennis Wilberg, Ex-Officio

Also present were:

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

Deputy Chief TJ McGovern Assistant Chief Rob Capobianco Assistant Chief Lori Smith Assistant Chief Tim Perkins General Counsel David Kendig

Gene Hernandez, Yorba Linda

#### **REPORTS**

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

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

#### **PUBLIC COMMENTS**

None.

#### 1. PRESENTATIONS

None.

#### 2. CONSENT CALENDAR

On motion of Director O'Neill and second by Director Bacerra approved Agenda Item Nos. 2A-2F by consensus (Directors Hasselbrink, Hernandez, and Wagner absent). Agenda Item No. 2G was pulled by Director Tettemer for separate consideration.

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

Action: Approve the Minutes for the June 22, 2023, Regular Meeting as submitted.

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

On July 12, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Directors O'Neill, Rossini, Hasselbrink and Lumbard absent).

Action: Receive and file the reports.

#### C. Contract Increase for Pre-Employment Background Investigative Services (FILE 17.27A)

#### Action:

- 1. Approve and authorize the Purchasing Manager to execute Amendment One to the Professional Services Agreement with Wren and Associates, increasing contract value by \$60,000, not to exceed a total of \$110,000 for current year contract (ending October 31, 2023).
- 2. Approve and authorize the Purchasing Manager to execute Amendment One to the Professional Services Agreement with RCS Investigations and Consulting increasing

- contract value by \$60,000, not to exceed a total of \$160,000 for current year contract (ending September 30, 2023).
- 3. Approve and authorize the Purchasing Manager to execute Amendment One to the Professional Services Agreement with Sintra Group Inc. increasing contract value by \$60,000, not to exceed a total of \$160,000 for current year contract (ending September 30, 2023).

#### **D.** Contract Extension for Medical Laboratory Testing Services (FILE 17.10J3)

Action: Approve and authorize the Purchasing Manager to extend the previously approved Blanket Order contract with Quest Diagnostics, Inc. for medical laboratory services, for a six-month period through March 31, 2024, and to increase the contract in an amount not to exceed \$165,000.

#### E. Approval of Entry Permit License Agreement with Irvine Ranch Water District (FILE 17.14A)

Action: Approve and authorize the Fire Chief to execute the attached license agreement with Irvine Ranch Water District to allow fire suppression training at Irvine Lake for a term of the permit April 1, 2023 through March 31, 2025, subject to non-substantive changes approved by General Counsel.

#### F. Increase to Agreement for Helicopter Flight Simulator Training (FILE 18.09E4)

Action:

- 1. Approve and authorize payment to Flight Safety International in the amount of \$131,820 for Bell 412 flight simulator pilot training conducted in the first part of 2023.
- 2. Approve and authorize the Purchasing Manager to increase the current term of the previously approved Professional Services Agreement with Flight Safety International by \$131,820 to a new total not to exceed \$521,220 to incorporate Bell 412 training and to extend the agreement for one year through May 31, 2025 (\$1,042,440 two-year aggregate) to allow for recurrent flight simulator training.

#### G. Approval of Sikorsky Total Assurance Program Agreement for Firehawk Helicopter Maintenance Support (FILE 18.09E5)

Director Tettemer pulled this item for separate consideration.

On motion by Director Tettemer and second by Director O'Neill, approved by consensus (Directors Hasselbrink, Hernandez, and Wagner absent) to approve and authorize the Purchasing Manager to execute a Total Assurance Program Agreement with Sikorsky Commercial Inc. for a ten-year term in an amount not to exceed \$1,300,000 for calendar year 2023, subject thereafter to a 4% annual escalator, consistent with the terms outlined in the staff report and subject to changes approved by General Counsel.

None.	
COMMITTEE MEMBER CO None.	OMMENTS
	sini adjourned the meeting at 5:39 p.m. The next meeting will be a ve Committee on Thursday, September 28, 2023, at 5:30 p.m.

3. DISCUSSION CALENDAR



### Orange County Fire Authority AGENDA STAFF REPORT

#### Executive Committee Meeting September 28, 2023

Agenda Item No. 2B Consent Calendar

#### **Monthly Investment Reports**

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

#### **Summary**

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

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

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

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

Receive and file the reports.

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

Not Applicable.

#### **Fiscal Impact**

Not Applicable.

#### **Background**

Since the Committee did not meet in August, attached are the final monthly investment reports for the months ending June 30, 2023 and July 31, 2023. A preliminary investment report as of August 18, 2023, is also provided as the most complete report that was available at the time this agenda item was prepared.

#### Attachment(s)

- 1. Final Investment Report June 2023/Preliminary Report July 2023
- 2. Final Investment Report July 2023/Preliminary Report August 2023

## Orange County Fire Authority Monthly Investment Report



Final Report - June 2023

Preliminary Report - July 2023



#### Monthly Investment Report Table of Contents

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# Orange County Fire Authority Final Investment Report June 30, 2023



#### **EXECUTIVE SUMMARY**

#### Portfolio Activity & Earnings

During the month of June 2023, the size of the portfolio decreased by \$20 million to approximately \$252 million. Receipts for the month totaled \$19.2 million. Significant receipts included property tax apportionment payments totaling approximately \$3.6 million, cash contract payments totaling slightly more than \$12.2 million, and various grant reimbursement payments and charges for current services totaling \$3.4 million. Total June cash outflows amounted to nearly \$40 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$29.7 million. The portfolio's balance is expected to decrease in July as expenditures will exceed projected receipts.

In June, the portfolio's yield to maturity (365-day equivalent) decreased by 5 basis point to 3.34%. The effective rate of return increased by 6 basis points to 3.35% for the month, while the average maturity of the portfolio decreased by 7 days to 41 days to maturity.

#### Economic News

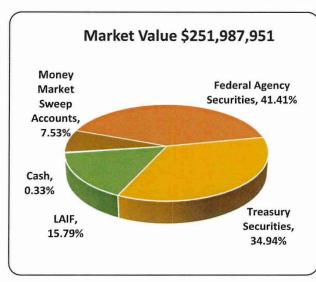
Nonfarm payroll employment increased 209,000 in June 2023, and the unemployment rate declined from 3.7% to 3.6%. Wages continue to rise and were up 4.4% year-over-year. Retail sales increased 0.2% in June and increased 1.5% over last year. Consumers spent on furniture, electronics, and online shopping. U.S. Consumer confidence saw a significant increase in June, reaching its highest level since January 2022. Most consumers, however, continue to anticipate a recession sometime in the next 6 to 12 months.

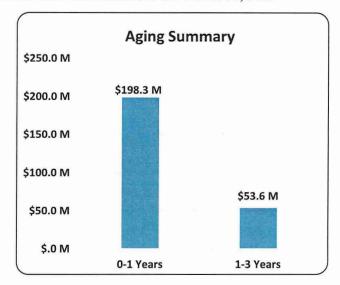
The Consumer Price Index (CPI) rose 0.2% in June and 3.0% compared to last year. Encouraging signs show declines in goods prices (used cars and meats) and continued softening in airfares and hotels. Housing/shelter costs remain the largest contributor, accounting for approximately 70% of the increase, followed by automobile insurance, apparel, auto repair, and personal care. Additionally, wages grew faster than inflation for the fourth straight month with average hourly earnings outpacing inflation by 0.2% The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 0.1% for the month of June and for the year, which is the smallest year to year rise since August 2020. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. Current homeowners continue holding onto their historically low mortgage rates versus selling their home keeping inventory low and moving buyers to look at purchasing newly built homes. New home sales are up 12% in May over the previous month and 19% from a year ago. The Federal Reserve met on June 14th and held rates steady at 5% - 5.25% as it assesses what the economic impacts have been of the previous 10 consecutive rate hikes. The meeting notes indicated that two quarter percentage point increases are likely before the end of the year. They will meet next on July 26<sup>th</sup>.





#### OCFA'S PORTFOLIO EXCEEDED THE LAIF BENCHMARK AS OF JUNE 30, 2023







#### Treasury & Financial Planning



#### Monthly Investment Report

#### **BENCHMARK COMPARISON AS OF JUNE 30, 2023**

3 Month T-Bill: 5.42% 1 Year T-Bill: 5.24%

6 Month T-Bill: 5.42% LAIF: 3.17%

OCFA Portfolio: 3.32%

#### PORTFOLIO SIZE, YIELD, & DURATION

	Current Month	Prior Month	<u>Prior Year</u>
Book Value	\$251,987,951	\$272,211,791	\$195,887,396
Yield to Maturity (365 day) Effective Rate of Return	3.34% 3.32%	3.39% 3.29%	0.80% 0.65%
Days to Maturity	41	48	18



## ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary June 30, 2023

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

١			See Note 1 c	on page 10 See Note 2 on page 10					
1	Investments	Par	Market	Book	% of		Days to	YTM/Call	YTM/Call
1	investments	Value	Value	Value	Portfolio	Term	Mat./Call	360 Equiv.	365 Equiv.
١	Money Mkt Mutual Funds/Cash	18,982,852.86	18,982,852.86	18,982,852.86	7.40	1	1	4.693	4.758
1	Federal Agency Coupon Securities	81,450,000.00	76,567,428.40	81,451,270.41	31.74	1,318	24	0.555	0.562
١	Federal Agency DiscAmortizing	28,000,000.00	27,776,280.00	27,770,030.56	10.82	115	60	5.124	5.195
١	Treasury Discounts -Amortizing	89,000,000.00	88,031,790.00	88,053,809.45	34.31	135	77	5.037	5.107
١	Local Agency Investment Funds	40,402,767.76	39,789,797.13	40,402,767.76	15.74	1	1	3.124	3.167
	Investments	257,835,620.62	251,148,148.39	256,660,731.04	100.00%	477	41	3.297	3.343
	Cash								
	Passbook/Checking (not included in yield calculations)	839,802.15	839,802.15	839,802.15		1	1	0.000	0.000
	Total Cash and Investments	258,675,422.77	251,987,950.54	257,500,533.19		477	41	3.297	3.343

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending	
Current Year	726,036.83	4,609,442.91	4,609,442.91	
Average Daily Balance	266,105,054.61	202,740,625.63		
Effective Rate of Return	3.32%	2.28%		

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

Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

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

Total

\$ 257,500,533.19 \$ (5,512,582.65) \$ 251,987,950.54

#### ORANGE COUNTY FIRE AUTHORITY

#### Portfolio Management

#### Portfolio Details - Investments June 30, 2023

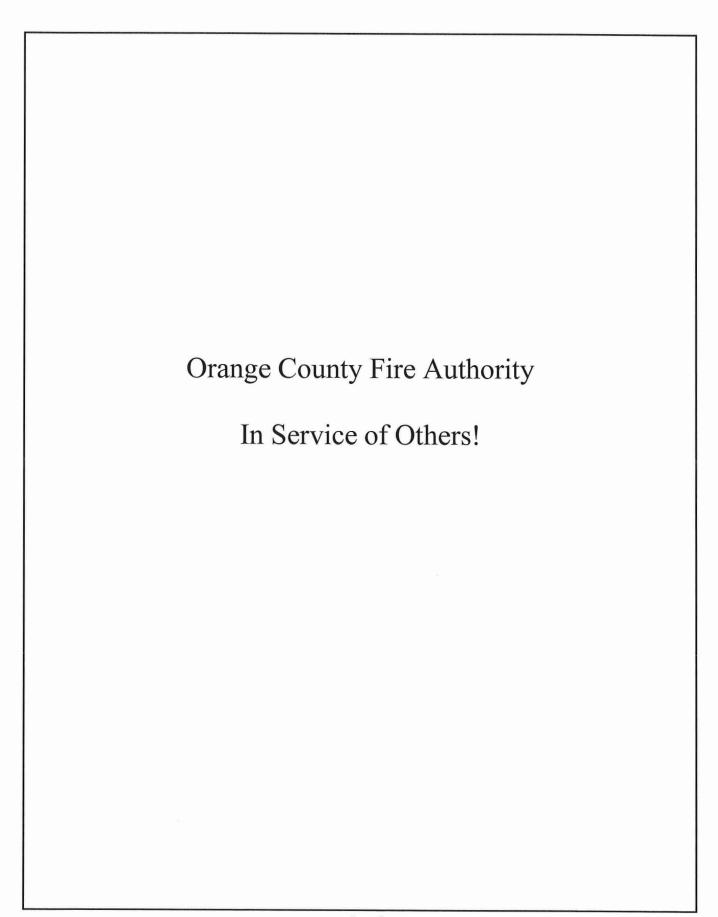
Park											
Money Mkt Mutual Funds/Cast						See Note 1 on page	10 See Note 2 on page 10				
Money Mkt Mutual Funds/Cash   Salaric   Sal	SIP		Investment #		Day Value	Madest Value	Deels Value				
Systolid   1042   US Bank - Treasury Obligations   0701/2022   0.00   0.00   0.00   0.00   4.620   4.620   4.620   4.620   5.528   MUFG Treasury Obligations   0701/2022   15,817,151.33   15,817,151.33   15,817,151.33   15,817,151.33   17,817,151.33		Ba		Balance Date	Par value	warket value	Book value	Rate	365	Mat./Call	Da
SYS528 528 MJFG Treasury Obligations 0701/2022 0.00 0.00 0.00 0.00 0.00 0.00 4.620 4.620 Yes Sys530 0.530 US Bancorp Sweep Account 0701/2022 15.817,151.33 15.817,151.33 15.817,151.33 4.710 4.710 4.710 1.000	ney Mkt Mutua		/ Mkt Mutual Funds/Cash								
System					0.0		3,165,701.53	4.999	4.999	1	
Subtotal and Average   21,480,160,666   18,982,852,86   18,9									4.620	1	
Federal Agency   Coupron   Securities	530	Account	530	05/27/2023	15,817,151.33	15,817,151.33	15,817,151.33	4.710	4.710	1	
3133EMLEO   1020		21,480,	Subto	480,160.66	18,982,852.86	18,982,852.86	18,982,852.86		4.758	1	
3133EMWH1	leral Agency C		al Agency Coupon Securities								
3133EMWH   1030	BEMLE0	t Bank (Continuo	/LE0 1020	Intinuous Call) 12/23/2020	14,000,000.00	13,829,620.00	14,000,000.00	0.190	0.207	0	09/22/202
1332EMX56   1032   Federal Farm Credit Bank   (continuous Cail)   04/28/2021   12,000,000.00   11,024,160.00   12,000,000.00   0.720   0.720   0.730	BEMWH1	t Bank (Callable	/WH1 1030			6 /					04/21/202
3130ALNY6	BEMXS6	Bank (Continuo	IXS6 1032	ntinuous Call) 04/28/2021	12,000,000.00						04/28/202
1029   Fed Home Loan Bank   Callable 10/08/12023   04/22/2021   9,435,000.00   9,064,676.25   9,435,000.00   0,375   0,375   3130ALVR2   1031   Fed Home Loan Bank   Callable 17/23023   04/23/2021   11,015,000.00   10,266,932.15   11,015,000.00   1,000	DALNY6	nk (Callable	NY6 1025	illable 9/30/2023) 03/30/2021	8,000,000.00	7,502,560.00	8,000,000.00		0.550	91	09/30/202
3130AM6P2   1034	DALTJ3	nk (Callable	TJ3 1029	llable 10/08/2023) 04/22/2021	9,435,000.00	9,064,676.25	9,435,000.00	0.375	0.375	7	04/08/202
3130AM6H0   1035   Fed Home Loan Bank   Callable B1112023   05/11/2021   12,000,000.00   11,272,320.00   12,000,000.00   0.550   0.550   0.550	DALVR2	nk (Callable	VR2 1031	illable 7/23/2023) 04/23/2021	11,015,000.00	10,296,932.15	11,015,000.00	0.520	0.520	22	10/23/202
Subtotal and Average   81,451,298.75   81,450,000.00   76,567,428.40   81,451,270.41   0.562	DAM6P2	nk (Callable	M6P2 1034	llable 7/29/2023) 04/29/2021	12,000,000.00	10,805,160.00	12,000,000.00	1.000	1.000	28	04/29/202
Subtotal and Average   March   March   Subtotal and Average   March   March   March   Subtotal and Average   March   M	DAM6H0	nk (Callable	16H0 1035	llable 8/11/2023) 05/11/2021	12,000,000.00	11,272,320.00	12,000,000.00	0.550	0.550	41	10/11/202
313384MW6   1080   Fed Home Loan Bank   04/20/2023   14,000,000.00   13,806,240.00   13,805,730.56   4.850   5.106   313384JH3   1082   Fed Home Loan Bank   05/25/2023   14,000,000.00   13,970,040.00   13,994,300.00   5.100   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.106   5.284   5.006   5.		81,451,	Subto	451,298.75	81,450,000.00	76,567,428.40	81,451,270.41		0.562	24	
1082   Fed Home Loan Bank   05/25/2023   14,000,000.00   13,970,040.00   13,964,300.00   5.100   5.284	eral Agency D		al Agency DiscAmortizing								
Subtotal and Average   40,761,162.36   28,000,000.00   27,776,280.00   27,770,030.56   5.195	384MW6	nk	MW6 1080	04/20/2023	14,000,000.00	13,806,240.00	13,805,730.56	4.850	5.106	103	10/12/202
Treasury Discounts -Amortizing  912796Y37 1072 US Treasury Bill 04/13/2023 9,000,000.00 8,960,400.00 8,960,565.00 4.780 4.988  912796Y37 1076 US Treasury Bill 04/20/2023 7,000,000.00 6,969,200.00 6,969,200.00 4.800 5.004  912796Z36 1077 US Treasury Bill 04/20/2023 14,000,000.00 13,909,700.00 13,911,352.80 4.850 5.067  912796Z51 1078 US Treasury Bill 04/20/2023 14,000,000.00 13,861,660.00 13,867,082.19 4.760 4.981  912796CQ0 1079 US Treasury Bill 04/20/2023 14,000,000.00 13,853,560.00 13,867,082.19 4.760 4.981  912797FG6 1081 US Treasury Bill 04/20/2023 14,000,000.00 13,853,560.00 13,861,166.64 4.760 4.990  912797FG6 1081 US Treasury Bill 06/18/2023 17,000,000.00 16,717,630.00 16,723,750.00 5.000 5.257  912797FJ1 1083 US Treasury Bill 06/21/2023 14,000,000.00 13,739,740.00 13,740,692.82 5.090 5.339  Subtotal and Average 82,009,665.08 89,000,000.00 88,031,790.00 88,053,809.45 5.107	384JH3	nk	JH3 1082	05/25/2023	14,000,000.00	13,970,040.00	13,964,300.00	5.100	5.284	18	07/19/202
912796Y37 1072 US Treasury Bill 04/13/2023 9,000,000.00 8,960,400.00 8,960,565.00 4.780 4.988 912796Y37 1076 US Treasury Bill 04/20/2023 7,000,000.00 6,969,200.00 6,969,200.00 4.800 5.004 912796Z36 1077 US Treasury Bill 04/20/2023 14,000,000.00 13,909,700.00 13,911,352.80 4.850 5.067 912796Z51 1078 US Treasury Bill 04/20/2023 14,000,000.00 13,881,560.00 13,887,082.19 4.760 4.981 912796CQ0 1079 US Treasury Bill 04/20/2023 14,000,000.00 13,853,560.00 13,861,166.64 4.760 4.990 912797FC6 1081 US Treasury Bill 05/18/2023 17,000,000.00 16,717,630.00 16,723,750.00 5.000 5.257 912797FJ1 1083 US Treasury Bill 06/21/2023 14,000,000.00 13,739,740.00 13,740,692.82 5.090 5.339 Subtotal and Average 82,009,665.08 89,000,000.00 88,031,790.00 88,053,809.45 5.107		40,761,	Subtot	761,162.36	28,000,000.00	27,776,280.00	27,770,030.56		5.195	60	
912796Y37 1076 US Treasury Bill 04/20/2023 7,000,000.00 6,969,200.00 6,969,200.00 4.800 5.004 912796Z36 1077 US Treasury Bill 04/20/2023 14,000,000.00 13,909,700.00 13,911,352.80 4.850 5.067 912796Z51 1078 US Treasury Bill 04/20/2023 14,000,000.00 13,881,560.00 13,887,082.19 4.760 4.981 912796CQ0 1079 US Treasury Bill 04/20/2023 14,000,000.00 13,853,560.00 13,861,166.64 4.760 4.990 912797FC6 1081 US Treasury Bill 05/18/2023 17,000,000.00 16,717,630.00 16,723,750.00 5.000 5.257 912797FJ1 1083 US Treasury Bill 06/21/2023 14,000,000.00 13,739,740.00 13,740,692.82 5.090 5.339 Subtotal and Average 82,009,665.08 89,000,000.00 88,031,790.00 88,053,809.45 5.107	asury Discoun		ıry Discounts -Amortizing								
912796Y37 1076 US Treasury Bill 04/20/2023 7,000,000.00 6,969,200.00 6,969,200.00 4.800 5.004 912796Z36 1077 US Treasury Bill 04/20/2023 14,000,000.00 13,909,700.00 13,911,352.80 4.850 5.067 912796Z51 1078 US Treasury Bill 04/20/2023 14,000,000.00 13,881,560.00 13,887,082.19 4.760 4.981 912796CQ0 1079 US Treasury Bill 04/20/2023 14,000,000.00 13,853,560.00 13,861,166.64 4.760 4.990 912797FC6 1081 US Treasury Bill 05/18/2023 17,000,000.00 16,717,630.00 16,723,750.00 5.000 5.257 912797FJ1 1083 US Treasury Bill 06/21/2023 14,000,000.00 13,739,740.00 13,740,692.82 5.090 5.339 Subtotal and Average 82,009,665.08 89,000,000.00 88,031,790.00 88,053,809.45 5.107	96Y37		Y37 1072	04/13/2023	9,000,000.00	8,960,400.00	8,960,565.00	4.780	4.988	33	08/03/202
912796Z51 1078 US Treasury Bill 04/20/2023 14,000,000.00 13,887,660.00 13,887,082.19 4.760 4.981 912796CQ0 1079 US Treasury Bill 04/20/2023 14,000,000.00 13,853,560.00 13,861,166.64 4.760 4.990 912797FC6 1081 US Treasury Bill 05/18/2023 17,000,000.00 16,717,630.00 16,723,750.00 5.000 5.257 912797FJ1 1083 US Treasury Bill 06/21/2023 14,000,000.00 13,739,740.00 13,740,692.82 5.090 5.339 Subtotal and Average 82,009,665.08 89,000,000.00 88,031,790.00 88,053,809.45 5.107	96Y37							4.800	5.004	33	08/03/202
912796CQ0 1079 US Treasury Bill 04/20/2023 14,000,000.00 13,853,560.00 13,861,166.64 4.760 4.990 912797FC6 1081 US Treasury Bill 05/18/2023 17,000,000.00 16,717,630.00 16,723,750.00 5.257 912797FJ1 1083 US Treasury Bill 06/21/2023 14,000,000.00 13,739,740.00 13,740,692.82 5.090 5.339 Subtotal and Average 82,009,665.08 89,000,000.00 88,031,790.00 88,053,809.45 5.107 Local Agency Investment Funds	796Z36		Z36 1077	04/20/2023	14,000,000.00	13,909,700.00	13,911,352.80	4.850	5.067	47	08/17/202
912797FC6 1081 US Treasury Bill 05/18/2023 17,000,000.00 16,717,630.00 16,723,750.00 5.257 912797FJ1 1083 US Treasury Bill 06/21/2023 14,000,000.00 13,739,740.00 13,740,692.82 5.090 5.339 Subtoal and Average 82,009,665.08 89,000,000.00 88,031,790.00 88,053,809.45 5.107	96Z51		Z51 1078	04/20/2023	14,000,000.00	13,881,560.00	13,887,082.19	4.760	4.981	61	08/31/202
912797FJ1 1083 US Treasury Bill 06/21/2023 14,000,000.00 13,739,740.00 13,740,692.82 5.090 5.339  Subtotal and Average 82,009,665.08 89,000,000.00 88,031,790.00 88,053,809.45 5.107  Local Agency Investment Funds	'96CQ0		CQ0 1079	04/20/2023	14,000,000.00	13,853,560.00	13,861,166.64	4.760	4.990	75	09/14/202
Subtotal and Average         82,009,665.08         89,000,000.00         88,031,790.00         88,053,809.45         5.107           Local Agency Investment Funds	97FC6		FC6 1081	05/18/2023	17,000,000.00	16,717,630.00	16,723,750.00	5.000	5.257	117	10/26/202
Local Agency Investment Funds	97FJ1		FJ1 1083	06/21/2023	14,000,000.00	13,739,740.00	13,740,692.82	5.090	5.339	131	11/09/202
		82,009,	Subtot	009,665.08	89,000,000.00	88,031,790.00	88,053,809.45		5.107	77	
SYS336 336 Local Agency Invstmt Fund 40,402,767.76 39,789,797.13 40,402,767.76 3.167 3.167	al Agency Inv		Agency Investment Funds								
	336	nt Fund	336		40,402,767.76	39,789,797.13	40,402,767.76	3.167	3.167	1	
Subtotal and Average 40,402,767.76 40,402,767.76 39,789,797.13 40,402,767.76 3.167		40,402,	Subtot	402,767.76	40,402,767.76	39,789,797.13	40,402,767.76		3.167	1	

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

#### Portfolio Management Portfolio Details - Cash June 30, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365 N	Days to lat./Call
Money Mkt Mu	tual Funds/Cash									
SYS10033	10033	Revolving Fund		07/01/2022	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2022	0.00	0.00	0.00		0.000	1
SYS5	5	US Bancorp		05/30/2023	819,802.15	819,802.15	819,802.15		0.000	1
		Average Balance	0.00							1
Total Cash and Investments		n and Investments	266,105,054.61		258,675,422.77	251,987,950.54	257,500,533.19		3.343	41





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

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

								Maturity	Percent	Current	Current
								Par Value	of Portfolio	Book Value	Market Value
Aging Interval:	0 days	( 07/01/2023		07/01/2023 )		7 Maturities	0 Payments	60,225,422.77	23.66%	60,225,422.77	59,612,452.14
Aging Interval:	1 - 30 days	( 07/02/2023	₩.	07/31/2023 )	MARKO SALISTA	1 Maturities	0 Payments	14,000,000.00	5.54%	13,964,300.00	13,970,040.00
Aging Interval:	31 - 60 days	( 08/01/2023	-	08/30/2023 )		3 Maturities	0 Payments	30,000,000.00	11.84%	29,841,117.80	29,839,300.00
Aging Interval:	61 - 90 days	( 08/31/2023	*	09/29/2023 )		3 Maturities	0 Payments	42,000,000.00	16.49%	41,748,248.83	41,564,740.00
Aging Interval:	91 - 120 days	( 09/30/2023	-	10/29/2023 )		2 Maturities	0 Payments	31,000,000.00	12.11%	30,529,480.56	30,523,870.00
Aging Interval:	121 - 365 days	( 10/30/2023	-1	06/30/2024 )		2 Maturities	0 Payments	23,435,000.00	9.05%	23,175,692.82	22,804,416.25
Aging Interval:	366 - 1095 days	( 07/01/2024	•	06/30/2026 )		6 Maturities	0 Payments	58,015,000.00	21.30%	58,016,270.41	53,673,132.15
Aging Interval:	1096 days and after	( 07/01/2026	-7	)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
		·			Total for	24 Investments	0 Payments		100.00	257,500,533.19	251,987,950.54



#### NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. Fluctuations in the marketplace have little effect on our long-term investment yield because it is our policy to hold investments to maturity. However, adjusting to market values as required by GAAP resulted in a decrease in recorded interest earnings of \$5,512,582.65. The adjustment for June 30, 2023, includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.



#### Local Agency Investment Fund (LAIF)

As of June 30, 2023, OCFA has \$40,402,767.76 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of June 30, 2023 is .984828499. When applied to OCFA's LAIF investment, the fair value is \$39,789,797.13 or \$612,970.63 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at June 30, 2023 is included on the following page.



## State of California Pooled Money Investment Account Market Valuation 6/30/2023

Description	Carrying Cost Plus crued Interest Purch.		Amortized Cost	Fair Value	Ac	crued Interest
United States Treasury:		-				
Bills	\$ 26,007,755,477.17	\$	26,399,578,085.33	\$ 26,373,531,500.00		NA
Notes	\$ 86,519,529,543.76	\$	86,509,828,710.82	\$ 84,164,502,000.00	\$	284,909,808.50
Federal Agency:						
SBA	\$ 304,224,258.70	\$	304,224,258.70	\$ 303,681,095.57	\$	1,346,489.58
MBS-REMICs	\$ 2,861,107.99	\$	2,861,107.99	\$ 2,796,239.71	\$	12,733.34
Debentures	\$ 8,945,771,764.62	\$	8,944,151,139.64	\$ 8,759,821,400.00	\$	55,422,809.00
Debentures FR	\$ -	\$	-	\$ -	\$	-
Debentures CL	\$ 1,700,000,000.00	\$	1,700,000,000.00	\$ 1,647,748,000.00	\$	10,856,492.50
Discount Notes	\$ 24,944,635,104.19	\$	25,263,483,034.62	\$ 25,266,731,500.00		NA
Supranational Debentures	\$ 2,922,770,687.63	\$	2,922,770,687.63	\$ 2,850,780,700.00	\$	18,059,340.40
Supranational Debentures FR	\$ , <u></u> ,	\$	-	\$ -	\$	-
CDs and YCDs FR	\$ -	\$		\$ 	\$	-
Bank Notes	\$ 200,000,000.00	\$	200,000,000.00	\$ 199,864,525.38	\$	4,632,083.33
CDs and YCDs	\$ 13,200,000,000.00	\$	13,200,000,000.00	\$ 13,189,091,719.79	\$	224,912,305.57
Commercial Paper	\$ 7,730,447,541.69	\$	7,808,541,430.55	\$ 7,803,585,652.74		NA
Corporate:						
Bonds FR	\$ -	\$	=	\$	\$	
Bonds	\$ 463,858,804.42	\$	463,789,526.64	\$ 438,964,830.00	\$	3,327,576.53
Repurchase Agreements	\$ -	\$	-	\$ 	\$	
Reverse Repurchase	\$ -	\$	-	\$ 	\$	-
Time Deposits	\$ 5,082,000,000.00	\$	5,082,000,000.00	\$ 5,082,000,000.00		NA
PMIA & GF Loans	\$ 358,954,000.00	\$	358,954,000.00	\$ 358,954,000.00		NA
TOTAL	\$ 178,382,808,290.17	\$	179,160,181,981.92	\$ 176,442,053,163.19	\$	603,479,638.75

Fair Value Including Accrued Interest

\$ 177,045,532,801.94

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

The value of each participating dollar equals the fair value divided by the amortized cost (0.984828499). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,696,569.99 or \$20,000,000.00 x 0.984828499.



## Orange County Fire Authority Preliminary Investment Report

July 21, 2023



#### **ORANGE COUNTY FIRE AUTHORITY** Portfolio Management **Portfolio Summary** July 21, 2023

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

		See Note 1 on page 19	See Note 2 on page 19					
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Money Mkt Mutual Funds/Cash	6,764,329.90	6,764,329.90	6,764,329.90	2.84	1	1	4.808	4.875
Federal Agency Coupon Securities	81,450,000.00	76,910,612.00	81,451,229.37	34.15	1,318	24	0.554	0.561
Federal Agency DiscAmortizing	28,000,000.00	27,251,420.00	27,206,816.39	11.41	248	199	5.201	5.273
Treasury Discounts -Amortizing	89,000,000.00	88,291,400.00	88,307,011.12	37.03	135	56	5.037	5.107
Local Agency Investment Funds	34,753,000.49	34,225,745.31	34,753,000.49	14.57	1	1	3.124	3.167
Investments	239,967,330.39	233,443,507.21	238,482,387.27	100.00%	529	52	3.239	3.284
Cash								
Passbook/Checking (not included in yield calculations)	6,798,836.45	6,798,836.45	6,798,836.45		1	1	0.000	0.000
Total Cash and Investments	246,766,166.84	240,242,343.66	245,281,223.72		529	52	3.239	3.284
Total Earnings	July 21 Month Ending	Fiscal Year To	Date					
Current Year	473,929.77	473,9	929.77					
Average Daily Balance	253,769,110.06	253,769,	10.06					
Effective Rate of Return	3.25%		3.25%					

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

Patricia Jakubjak, Treasurer

six months."

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above) GASB 31 Adjustment to Books (See Note 3 on page 19) Total

245,281,223.72 (5,512,582.65) 239,768,641.07

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

#### Portfolio Management Portfolio Details - Investments July 21, 2023

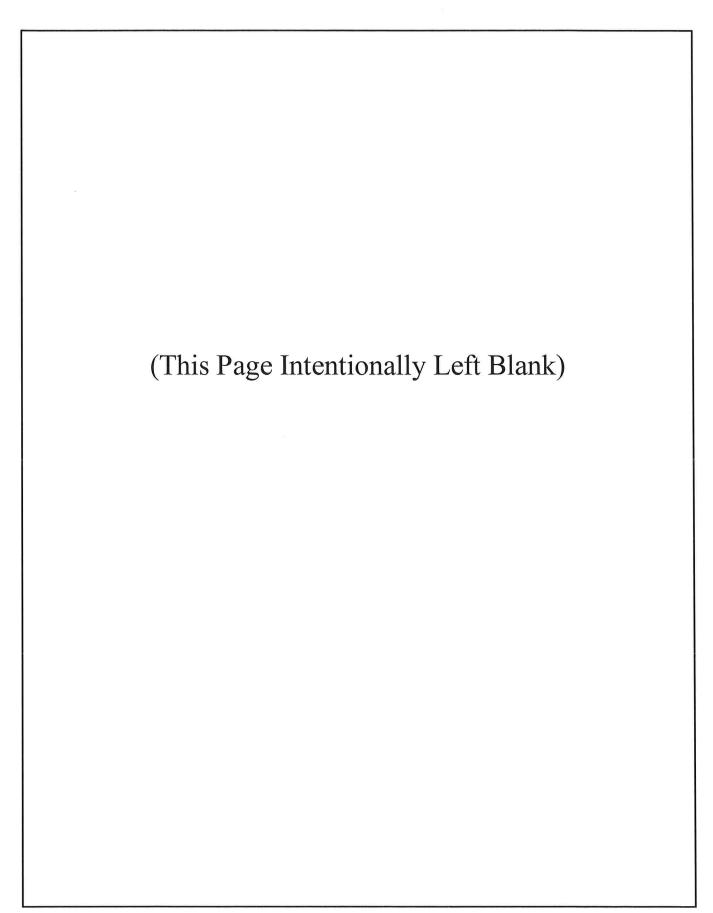
	CHEID	Improplement #	loguer	Average	Purchase	Day Water	See Note 1 on page 19	See Note 2 on page 19	Stated	YTM/		to Maturity
1	CUSIP	Investment #	Issuer	Balance	Date	Par Value	Market Value	Book Value	Rate	Call 365	Mat./Ca	all Date
1	Money Mkt Mutual	Funds/Cash										
1	SYS1042	1042	US Bank - Treasury Obliga	ations		3,850,629.49	3,850,629.49	3,850,629.49	4.999	4.999	1	
1	SYS528	528	MUFG Treasury Obligation	ns	07/01/2022	0.00	0.00	0.00	4.620	4.620	1	
1	SYS530	530	US Bancorp Sweep Accou	nt	05/27/2023	2,913,700.41	2,913,700.41	2,913,700.41	4.710	4.710	1	
ı		Subt	otal and Average	16,796,492.06	,	6,764,329.90	6,764,329.90	6,764,329.90		4.875	1	
l	Federal Agency Co	oupon Securities	3									
١	3133EMLE0	1020	Federal Farm Credit Bank	(Continuous Call)	12/23/2020	14,000,000.00	13,871,900.00	14,000,000.00	0.190	0.200	10	09/22/2023
١	3133EMWH1	1030	Federal Farm Credit Bank	(Callable 7/21/2023)	04/22/2021	3,000,000.00	2,781,690.00	3,001,229.37	0.710	0.669	30	04/21/2025
١	3133EMXS6	1032	Federal Farm Credit Bank	(Continuous Call)	04/28/2021	12,000,000.00	11,121,000.00	12,000,000.00	0.720	0.720	10	04/28/2025
١	3130ALNY6	1025	Fed Home Loan Bank	(Callable 9/30/2023)	03/30/2021	8,000,000.00	7,549,120.00	8,000,000.00	0.550	0.550	70	09/30/2024
ı	3130ALTJ3	1029	Fed Home Loan Bank	(Callable 10/08/2023)	04/22/2021	9,435,000.00	9,094,773.90	9,435,000.00	0.375	0.375	78	04/08/2024
ı	3130ALVR2	1031	Fed Home Loan Bank	(Callable 7/23/2023)	04/23/2021	11,015,000.00	10,360,048.10	11,015,000.00	0.520	0.520	1	10/23/2024
	3130AM6P2	1034	Fed Home Loan Bank	(Callable 7/29/2023)	04/29/2021	12,000,000.00	10,826,160.00	12,000,000.00	1.000	1.000	7	04/29/2026
	3130AM6H0	1035	Fed Home Loan Bank	(Callable 8/11/2023)	05/11/2021	12,000,000.00	11,305,920.00	12,000,000.00	0.550	0.550	20	10/11/2024
		Subt	otal and Average	81,451,248.91		81,450,000.00	76,910,612.00	81,451,229.37		0.561	24	
	Federal Agency Dis	scAmortizing										
١	313384MW6	1080	Fed Home Loan Bank		04/20/2023	14,000,000.00	13,842,780.00	13,845,338.89	4.850	5.106	82	10/12/2023
ı	313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,408,640.00	13,361,477.50	5.115	5.447	321	06/07/2024
١		Subte	otal and Average	27,084,454.72		28,000,000.00	27,251,420.00	27,206,816.39		5.273	199	
١	Treasury Discounts	s -Amortizing										
١	912796Y37	1072	US Treasury Bill		04/13/2023	9,000,000.00	8,987,130.00	8,985,660.00	4.780	4.988	12	08/03/2023
ı	912796Y37	1076	US Treasury Bill		04/20/2023	7,000,000.00	6,989,990.00	6,988,800.00	4.800	5.004	12	08/03/2023
١	912796Z36	1077	US Treasury Bill		04/20/2023	14,000,000.00	13,951,420.00	13,950,961.12	4.850	5.067	26	08/17/2023
١	912796Z51	1078	US Treasury Bill		04/20/2023	14,000,000.00	13,922,440.00	13,925,955.54	4.760	4.981	40	08/31/2023
١	912796CQ0	1079	US Treasury Bill		04/20/2023	14,000,000.00	13,894,580.00	13,900,039.98	4.760	4.990	54	09/14/2023
١	912797FC6	1081	US Treasury Bill		05/18/2023	17,000,000.00	16,766,760.00	16,773,333.33	5.000	5.257	96	10/26/2023
ı	912797FJ1	1083	US Treasury Bill		06/21/2023	14,000,000.00	13,779,080.00	13,782,261.15	5.090	5.339	110	11/09/2023
l		Subto	otal and Average	88,186,438.90		89,000,000.00	88,291,400.00	88,307,011.12		5.107	56	
	Local Agency Inves	stment Funds										
	SYS336	336	Local Agency Invstmt Fund			34,753,000.49	34,225,745.31	34,753,000.49	3.167	3.167	1	
		Subto	otal and Average	40,250,475.47		34,753,000.49	34,225,745.31	34,753,000.49		3.167	1	

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

#### Portfolio Management Portfolio Details - Cash July 21, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated YT		Days to lat./Call	
Money Mkt Mut	tual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2022	20,000.00	20,000.00	20,000.00		0.000	1	
SYS4	4	Union Bank		07/01/2022	0.00	0.00	0.00		0.000	1	
SYS5	5	US Bancorp		05/30/2023	6,778,836.45	6,778,836.45	6,778,836.45		0.000	1	
		Average Balance	0.00							1	3.
	Total Cash	and Investments	253,769,110.06		246,766,166.84	240,242,343.66	245,281,223.72		3.284	52	





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

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

1								Maturity	Percent	Current	Current
								Par Value	of Portfolio	Book Value	Market Value
Aging Interval:	0 days	( 07/22/2023	-	07/22/2023 )		7 Maturities	0 Payments	48,316,166.84	19.89%	48,316,166.84	47,788,911.66
Aging Interval:	1 - 30 days	( 07/23/2023	-	08/21/2023 )	Management of the second	3 Maturities	0 Payments	30,000,000.00	12.46%	29,925,421.12	29,928,540.00
Aging Interval:	31 - 60 days	( 08/22/2023	-	09/20/2023 )		2 Maturities	0 Payments	28,000,000.00	11.58%	27,825,995.52	27,817,020.00
Aging Interval:	61 - 90 days	( 09/21/2023	-	10/20/2023 )		2 Maturities	0 Payments	28,000,000.00	11.54%	27,845,338.89	27,714,680.00
Aging Interval:	91 - 120 days	( 10/21/2023	-	11/19/2023 )		2 Maturities	0 Payments	31,000,000.00	12.71%	30,555,594.48	30,545,840.00
Aging Interval:	121 - 365 days	( 11/20/2023	-	07/21/2024 )		2 Maturities	0 Payments	23,435,000.00	9.37%	22,796,477.50	22,503,413.90
Aging Interval:	366 - 1095 days	( 07/22/2024	-	07/21/2026 )		6 Maturities	0 Payments	58,015,000.00	22.45%	58,016,229.37	53,943,938.10
Aging Interval:	1096 days and after	( 07/22/2026	-	)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
					Total for	24 Investments	0 Payments		100.00	245,281,223.72	240,242,343.66



#### NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2023 includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.

#### **GLOSSARY**

#### **INVESTMENT TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

#### **ECONOMIC TERMS**

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

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

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

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

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

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

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

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

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

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

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

### Orange County Fire Authority Monthly Investment Report



Final Report - July 2023

Preliminary Report – August 2023



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# Orange County Fire Authority Final Investment Report July 31, 2023



#### **EXECUTIVE SUMMARY**

#### Portfolio Activity & Earnings

During the month of July 2023, the size of the portfolio decreased by \$9.5 million to approximately \$242.5 million. Receipts for the month totaled \$29.3 million. Significant receipts included property tax apportionment payments totaling \$8.2 million, cash contract payments totaling \$13.2 million, and various grant reimbursement payments and charges for current services totaling approximately \$7.9 million. Total July cash outflows amounted to nearly \$39.8 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$34.9 million. The portfolio's balance is expected to decrease in August as expenditures will exceed projected receipts. In July, the portfolio's yield to maturity (365-day equivalent) increased by two basis points to 3.36%. The effective rate of return decreased by 9 basis points to 3.26% for the month, while the average maturity of the portfolio increased by 10 days to 51 days to maturity.

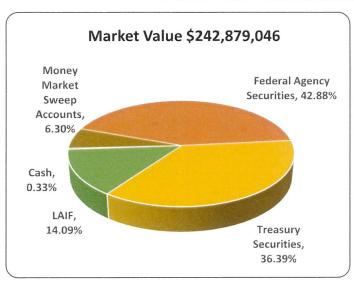
#### Economic News

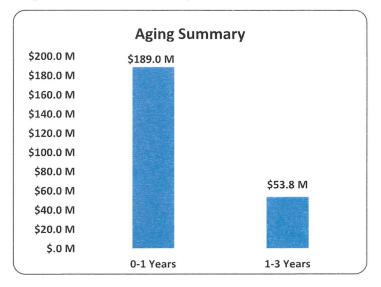
Nonfarm payroll employment increased 187,000 in July 2023, and the unemployment rate declined from 3.6% to 3.5%. Average hourly earnings were up 4.4% over last year. Job gains occurred in health care, social assistance, and financial activities. Retail sales increased 0.7% in July. This was the fourth consecutive month in which consumer spending has increased. Consumers spent at bars and restaurants, and on back-to-school categories such as books and clothing, as well as online shopping. U.S. consumer confidence saw an increase in July that was its highest level since July 2021. Most consumers, appear to be less concerned of a recession.

The Consumer Price Index (CPI) rose 0.2% in July and 3.2% compared to last year. Most of the monthly increase comes from shelter costs. Encouraging signs show declines in goods prices (used cars and meats) and continued softening in airfares and hotels. Housing/shelter costs remain the largest contributor, accounting for approximately 70% of the increase, followed by automobile insurance, apparel, auto repair, and personal care. The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 0.3% for the month of July and 0.8% for the year. That is the biggest monthly increase since January. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. In August, homebuilder confidence dropped for the first time in 2023. Adding to the concerns are mortgage rates above 7% which is continuing the trend of current homeowners being reluctant to give up their pandemic era low mortgage rate, affecting the resale inventory and increasing the price for new homes. The Federal Reserve met on July 26th and raised its target interest rate by 25 basis points to 5.25% - 5.50% as it continues to assess the economic impacts from the previous rate hikes. The meeting notes indicated that additional increases are likely before the end of the year depending upon the data. They will meet next on September 20<sup>th</sup>.



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







#### Treasury & Financial Planning



#### Monthly Investment Report

#### **BENCHMARK COMPARISON AS OF JULY 31, 2023**

3 Month T-Bill: 5.49%

1 Year T-Bill: 5.37%

6 Month T-Bill: 5.53%

LAIF:

3.29%

OCFA Portfolio:

3.26%

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

	Current Month	<u>Prior Month</u>	<u>Prior Year</u>
Book Value	\$242,473,109	\$272,211,791	\$189,263,677
Yield to Maturity (365 day) Effective Rate of Return	3.36% 3.26%	3.34% 3.32%	0.96% 0.90%
Days to Maturity	51	41	25



#### **ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary**

July 31, 2023

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

0.000

3.312

510

0.000

3.358

		See Note 1 on page 10	See Note 2 on page 10			Dave to	YTM/C	YTM/Call
nvestments	Par	Market	Book	% of		Days to		
mvestments	Value	Value	Value	Portfolio	Term	Mat./Call	360 Equiv.	365 Equiv.
Money Mkt Mutual Funds/Cash	15,309,820.62	15,309,820.62	15,309,820.62	6.19	1	1	4.807	4.874
Federal Agency Coupon Securities	81,450,000.00	76,875,324.20	81,451,211.78	32.95	1,318	40	0.554	0.561
Federal Agency DiscAmortizing	28,000,000.00	27,276,060.00	27,245,569.17	11.02	248	189	5.201	5.273
Treasury Discounts -Amortizing	89,000,000.00	88,393,590.00	88,427,583.34	35.77	135	46	5.037	5.107
Local Agency Investment Funds	34,753,000.49	34,225,745.31	34,753,000.49	14.06	1	1	3.251	3.296
	248,512,821.11	242,080,540.13	247,187,185.40	100.00%	510	51	3.312	3.358
Investments								
Cash								

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	696,174.29	696,174.29
Average Daily Balance	251,527,220.05	251,527,220.05
Effective Rate of Return	3.26%	3.26%

798,505.88

242,879,046.01

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2023. A copy of this policy is available from the Gerk 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

Passbook/Checking

(not included in yield calculations) **Total Cash and Investments** 

Cash and Investments with GASB 31 Adjustment:

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

798,505.88

249,311,326.99

247,985,691.28 (5,512,582.65)242,473,108.63

798,505.88

247,985,691.28

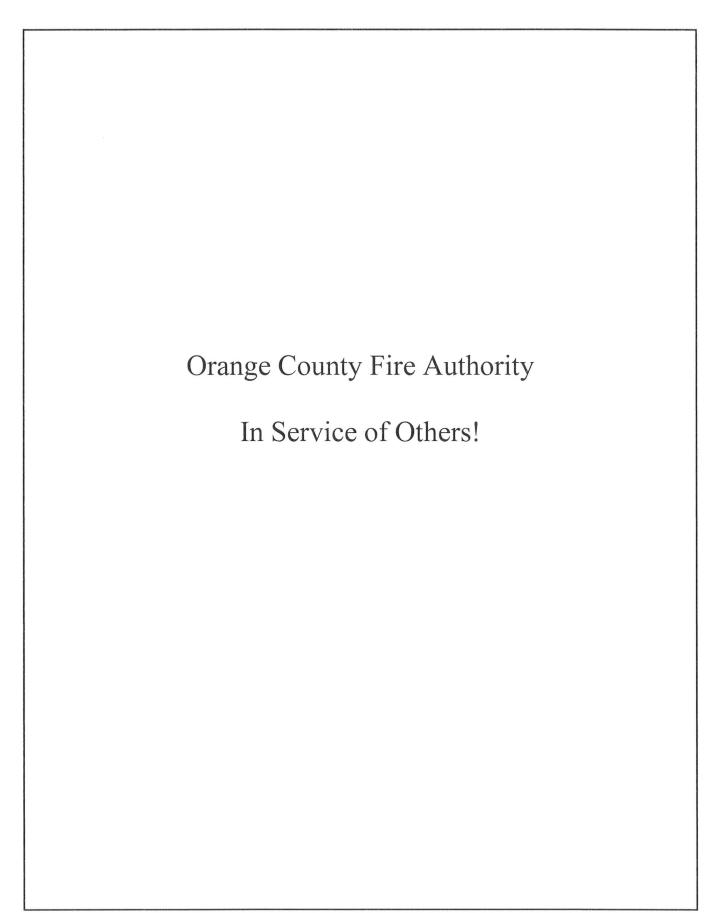
#### Portfolio Management Portfolio Details - Investments

July 31, 2023

					,					
						See Note 1 on page 10	See Note 2 on page 10			
CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 N	Days to Matural Data Matural Data Matural Data Data Data Data Data Data Data Da
Money Mkt Mutu	ual Funds/Cash									
SYS1042	1042	US Bank - Treasury Obliga	ations		3,850,337.82	3,850,337.82	3,850,337.82	5.213	5.213	1
SYS528	528	MUFG Treasury Obligation	ns	07/01/2023	0.00	0.00	0.00	4.620	4.620	1
SYS530	530	US Bancorp Sweep Accou	int		11,459,482.80	11,459,482.80	11,459,482.80	4.760	4.760	1
	Su	btotal and Average	16,221,357.67		15,309,820.62	15,309,820.62	15,309,820.62		4.874	1
Federal Agency	Coupon Securiti	ies								THE RESERVE THE PROPERTY OF THE PARTY OF THE
3133EMLE0	1020	Federal Farm Credit Bank	(Continuous Call)	12/23/2020	14,000,000.00	13,892,060.00	14,000,000.00	0.190	0.200	0 09/22/20
3133EMWH1	1030	Federal Farm Credit Bank	(Callable 8/21/2023)	04/22/2021	3,000,000.00	2,774,340.00	3,001,211.78	0.710	0.669	20 04/21/20
3133EMXS6	1032	Federal Farm Credit Bank	(Continuous Call)	04/28/2021	12,000,000.00	11,092,080.00	12,000,000.00	0.720	0.720	0 04/28/20
3130ALNY6	1025	Fed Home Loan Bank	(Callable 9/30/2023)	03/30/2021	8,000,000.00	7,547,280.00	8,000,000.00	0.550	0.550	60 09/30/20
3130ALTJ3	1029	Fed Home Loan Bank	(Callable 10/08/2023)	04/22/2021	9,435,000.00	9,096,755.25	9,435,000.00	0.375	0.375	68 04/08/20
3130ALVR2	1031	Fed Home Loan Bank	(Callable 10/23/2023)	04/23/2021	11,015,000.00	10,353,328.95	11,015,000.00	0.520	0.520	83 10/23/20
3130AM6P2	1034	Fed Home Loan Bank	(Callable 10/29/2023)	04/29/2021	12,000,000.00	10,818,840.00	12,000,000.00	1.000	1.000	89 04/29/20
3130AM6H0	1035	Fed Home Loan Bank	(Callable 11/11/2023)	05/11/2021	12,000,000.00	11,300,640.00	12,000,000.00	0.550	0.550	10 10/11/20
	Su	btotal and Average	81,451,239.20		81,450,000.00	76,875,324.20	81,451,211.78		0.561	40
Federal Agency	DiscAmortizin	g								
313384MW6	1080	Fed Home Loan Bank		04/20/2023	14,000,000.00	13,857,620.00	13,864,200.00	4.850	5.106	72 10/12/20
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,418,440.00	13,381,369.17	5.115	5.447	311 06/07/20
	Su	btotal and Average	27,130,801.72		28,000,000.00	27,276,060.00	27,245,569.17		5.273	189
Treasury Discou	unts -Amortizing		e nombilise bisalise suite en la suite de la suite				in the particular company and the continuous and a second and the			
912796Y37	1072	US Treasury Bill		04/13/2023	9,000,000.00	8,997,390.00	8,997,610.00	4.780	4.988	2 08/03/20
912796Y37	1076	US Treasury Bill		04/20/2023	7,000,000.00	6,997,970.00	6,998,133.33	4.800	5.004	2 08/03/20
912796Z36	1077	US Treasury Bill		04/20/2023	14,000,000.00	13,967,380.00	13,969,822.23	4.850	5.067	16 08/17/20
912796Z51	1078	US Treasury Bill		04/20/2023	14,000,000.00	13,938,680.00	13,944,466.65	4.760	4.981	30 08/31/20
912796CQ0	1079	US Treasury Bill		04/20/2023	14,000,000.00	13,909,840.00	13,918,551.10	4.760	4.990	44 09/14/20
912797FC6	1081	US Treasury Bill		05/18/2023	17,000,000.00	16,786,310.00	16,796,944.44	5.000	5.257	86 10/26/20
912797FJ1	1083	US Treasury Bill		06/21/2023	14,000,000.00	13,796,020.00	13,802,055.59	5.090	5.339	100 11/09/20
	Su	btotal and Average	88,246,725.01		89,000,000.00	88,393,590.00	88,427,583.34		5.107	46
	vestment Funds									
Local Agency In	vestillent i anas									
SYS336	336	Local Agency Invstmt Fund	d		34,753,000.49	34,225,745.31	34,753,000.49	3.296	3.296	1

#### Portfolio Management Portfolio Details - Cash July 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	State Book Value Rat		•
Money Mkt Mu	itual Funds/Cash								
SYS10033	10033	Revolving Fund		07/01/2023	20,000.00	20,000.00	20,000.00	0.000	1
SYS4	4	Union Bank		07/01/2023	0.00	0.00	0.00	0.000	1
SYS5	5	US Bancorp		07/01/2023	778,505.88	778,505.88	778,505.88	0.000	1
		Average Balance	0.00						1
	Total Cas	h and Investments	251,527,220.05		249,311,326.99	242,879,046.01	247,985,691.28	3.358	51





#### Aging Report By Maturity Date As of August 1, 2023

								Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 08/01/2023	- (	08/01/2023 )		7 Maturities	0 Payments	50,861,326.99	20.72%	50,861,326.99	50,334,071.81
Aging Interval:	1 - 30 days	( 08/02/2023	- (	08/31/2023 )		4 Maturities	0 Payments	44,000,000.00	18.08%	43,910,032.21	43,901,420.00
Aging Interval:	31 - 60 days	( 09/01/2023	- (	09/30/2023 )		2 Maturities	0 Payments	28,000,000.00	11.45%	27,918,551.10	27,801,900.00
Aging Interval:	61 - 90 days	( 10/01/2023	- '	10/30/2023 )		2 Maturities	0 Payments	31,000,000.00	12.62%	30,661,144.44	30,643,930.00
Aging Interval:	91 - 120 days	( 10/31/2023	- '	11/29/2023 )		1 Maturities	0 Payments	14,000,000.00	5.68%	13,802,055.59	13,796,020.00
Aging Interval:	121 - 365 days	( 11/30/2023	- (	07/31/2024 )		2 Maturities	0 Payments	23,435,000.00	9.27%	22,816,369.17	22,515,195.25
Aging Interval:	366 - 1095 days	( 08/01/2024	- (	07/31/2026 )		6 Maturities	0 Payments	58,015,000.00	22.19%	58,016,211.78	53,886,508.95
Aging Interval:	1096 days and after	( 08/01/2026	-	)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
					Total for	24 Investments	0 Payments		100.00	247,985,691.28	242,879,046.01



#### NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. Fluctuations in the marketplace have little effect on our long-term investment yield because it is our policy to hold investments to maturity. However, adjusting to market values as required by GAAP resulted in a decrease in recorded interest earnings of \$5,512,582.65. The adjustment for June 30, 2023, includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.



### Local Agency Investment Fund (LAIF)

As of July 31, 2023, OCFA has \$34,753,000.49 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of June 30, 2023 is .984828499. When applied to OCFA's LAIF investment, the fair value is \$34,225,745.31 or \$527,255.18 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

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



# State of California Pooled Money Investment Account Market Valuation 7/31/2023

Description		arrying Cost Plus rued Interest Purch.		Fair Value	^	samuad latawat
Description	ACC	rueu interest Furcii.		rair value	A	ccrued Interest
United States Treasury:						
Bills	\$	22,920,227,364.58	\$	23,272,620,000.00		NA
Notes	\$	83,314,819,866.68	\$	81,193,694,500.00	\$	369,399,386.50
Federal Agency:						
SBA	\$	298,056,508.17	\$	297,329,020.36	\$	1,319,177.05
MBS-REMICs	\$	2,785,943.15	\$	2,722,924.80	\$	12,388.10
Debentures	\$	8,820,713,286.83	\$	8,646,121,900.00	\$	57,478,299.40
Debentures FR	\$	-	\$	-	\$	-
Debentures CL	\$	1,600,000,000.00	\$	1,553,961,000.00	\$	14,177,742.50
Discount Notes	\$	26,191,585,597.26	\$	26,522,640,500.00		NA
Supranational Debentures	\$	3,170,170,437.63	\$	3,101,232,000.00	\$	22,819,258.10
Supranational Debentures FR	\$	-	\$	-	\$	_
CDs and YCDs FR	\$	-	\$	_	\$	-
Bank Notes	\$	100,000,000.00	\$	99,907,181.10	\$	2,552,083.33
CDs and YCDs	\$	13,450,000,000.00	\$	13,443,309,931.60	\$	230,379,805.55
Commercial Paper	\$	7,646,843,861.11	\$	7,723,753,430.51		NA
Corporate:						
Bonds FR	\$		\$	_	\$	
Bonds	\$	438,848,712.92	\$	414,791,860.00	\$	2,753,541.98
Denimakana Asirana	•		•			
Repurchase Agreements	\$	-	\$	-	\$	-
Reverse Repurchase	\$	-	\$	-	\$	
Time Deposits	\$	5,208,000,000.00	\$	5,208,000,000.00		NA
PMIA & GF Loans	\$	349,147,000.00	\$	349,147,000.00		NA
TOTAL	\$	173,511,198,578.33	\$	171,829,231,248.37	\$	700,891,682.51

Fair Value Including Accrued Interest

172,530,122,930.88

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



# Orange County Fire Authority Preliminary Investment Report August 18, 2023



# ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary August 18, 2023

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

1	otal Earnings	August 18 Month Ending	Fiscal Year To I	Date					
Ī	otal Cash and Investments	216,930,225.38	210,872,335.56	215,664,651.41		578	58	3.171	3.215
14	Passbook/Checking not included in yield calculations)	745,534.56	745,534.56	745,534.56		1	1	0.000	0.000
Page	Cash						The second secon	***************************************	
1	nvestments	216,184,690.82	210,126,801.00	214,919,116.85	100.00%	578	58	3.171	3.215
L	ocal Agency Investment Funds	25,753,000.49	25,362,288.82	25,753,000.49	11.98	1	1	3.251	3.296
T	reasury Discounts -Amortizing	68,000,000.00	67,414,250.00	67,417,925.26	31.37	148	61	5.120	5.191
F	ederal Agency DiscAmortizing	28,000,000.00	27,353,200.00	27,315,324.17	12.71	248	171	5.201	5.274
F	ederal Agency Coupon Securities	81,450,000.00	77,015,371.85	81,451,176.60	37.90	1,318	46	0.553	0.560
N	Noney Mkt Mutual Funds/Cash	12,981,690.33	12,981,690.33	12,981,690.33	6.04	1	1	5.042	5.112
h	nvestments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
-			See Note 1 on page 19	See Note 2 on page 19					

 Current Year
 374,709.73
 1,070,884.02

 Average Daily Balance
 233,361,785.09
 244,854,203.13

 Effective Rate of Return
 3.26%
 3.26%

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

Patricia Jakubiak,/Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above) GASB 31 Adjustment to Books (See Note 3 on page 19) Total \$ 215,664,651.41 \$ (5,512,582.65) \$ 210,152,068.76

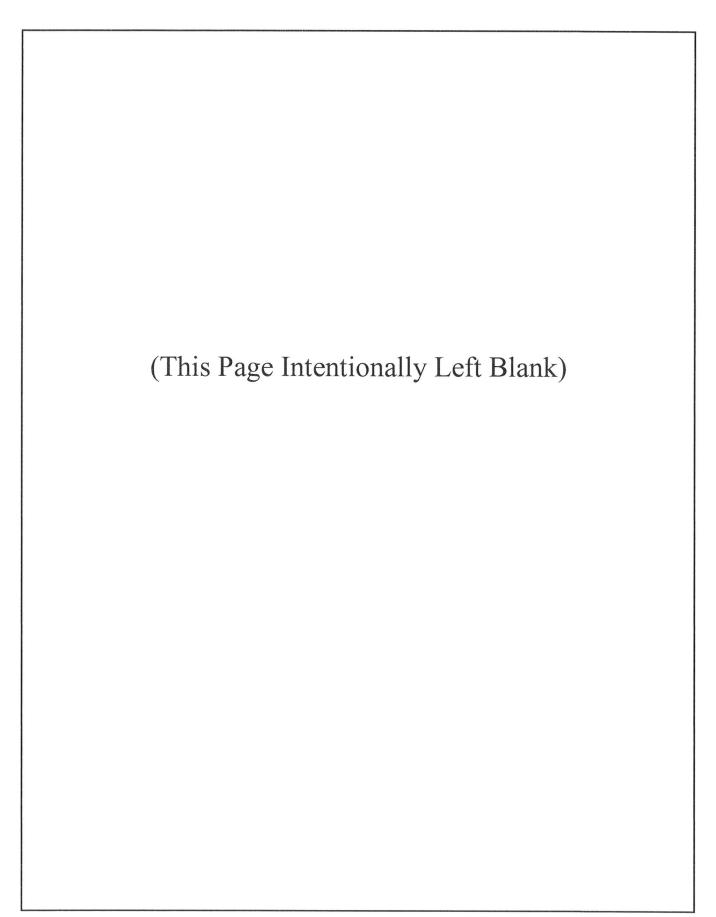
#### Portfolio Management Portfolio Details - Investments August 18, 2023

						See Note 1 on page 19	See Note 2 on page 19				
			Average	Purchase				Stated	YTM/Call	-	Maturity
CUSIP	Investment #	Issuer	Balance	Date	Par Value	Market Value	Book Value	Rate	365	Mat./Call	Date
Money Mkt Mut	ual Funds/Cash										
SYS1042	1042	US Bank - Treasury Obliga	ations		10,076,709.51	10,076,709.51	10,076,709.51	5.213	5.213	1	
SYS528	528	<b>MUFG Treasury Obligation</b>	ns	07/01/2023	0.00	0.00	0.00	4.620	4.620	1	
SYS530	530	US Bancorp Sweep Accou	nt		2,904,980.82	2,904,980.82	2,904,980.82	4.760	4.760	1	
	Sub	total and Average	15,248,258.56		12,981,690.33	12,981,690.33	12,981,690.33		5.112	1	
Federal Agency	Coupon Securitie	s									
3133EMLE0	1020	Federal Farm Credit Bank	(Continuous Call)	12/23/2020	14,000,000.00	13,927,900.00	14,000,000.00	0.190	0.194	13	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank	(Callable 8/21/2023)	04/22/2021	3,000,000.00	2,778,150.00	3,001,176.60	0.710	0.669	2	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank	(Continuous Call)	04/28/2021	12,000,000.00	11,106,480.00	12,000,000.00	0.720	0.720	13	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank	(Callable 9/30/2023)	03/30/2021	8,000,000.00	7,562,880.00	8,000,000.00	0.550	0.550	42	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank	(Callable 10/08/2023)	04/22/2021	9,435,000.00	9,126,192.45	9,435,000.00	0.375	0.375	50	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank	(Callable 10/23/2023)	04/23/2021	11,015,000.00	10,375,689.40	11,015,000.00	0.520	0.520	65	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank	(Callable 10/29/2023)	04/29/2021	12,000,000.00	10,815,000.00	12,000,000.00	1.000	1.000	71	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank	(Callable 11/11/2023)	05/11/2021	12,000,000.00	11,323,080.00	12,000,000.00	0.550	0.550	84	10/11/2024
	Sub	total and Average	81,451,193.21		81,450,000.00	77,015,371.85	81,451,176.60		0.560	46	
Federal Agency	DiscAmortizing										
313384MW6	1080	Fed Home Loan Bank		04/20/2023	14,000,000.00	13,897,800.00	13,898,150.00	4.850	5.106	54	10/12/2023
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,455,400.00	13,417,174.17	5.115	5.447	293	06/07/2024
	Sub	total and Average	27,282,384.31		28,000,000.00	27,353,200.00	27,315,324.17		5.274	171	
Treasury Disco	unts -Amortizing										
912796Z51	1078	US Treasury Bill		04/20/2023	14,000,000.00	13,979,560.00	13,977,786.66	4.760	4.981	12	08/31/2023
912796CQ0	1079	US Treasury Bill		04/20/2023	14,000,000.00	13,951,140.00	13,951,871.10	4.760	4.990	26	09/14/2023
912797FC6	1081	US Treasury Bill		05/18/2023	17,000,000.00	16,835,780.00	16,839,444.44	5.000	5.257	68	10/26/2023
912797FJ1	1083	US Treasury Bill		06/21/2023	14,000,000.00	13,835,780.00	13,837,685.58	5.090	5.339	82	11/09/2023
912797GC5	1096	US Treasury Bill		08/03/2023	9,000,000.00	8,811,990.00	8,811,137.48	5.210	5.483	145	01/11/2024
	Sub	total and Average	80,571,392.96		68,000,000.00	67,414,250.00	67,417,925.26		5.191	61	
Local Agency I	nvestment Funds										
SYS336	336	Local Agency Invstmt Fund	d		25,753,000.49	25,362,288.82	25,753,000.49	3.296	3.296	1	
	Sub	total and Average	28,808,556.05		25,753,000.49	25,362,288.82	25,753,000.49		3.296	1	

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#### Portfolio Management Portfolio Details - Cash August 18, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C D 365 Ma	-	
Money Mkt Mut	ual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2023	20,000.00	20,000.00	20,000.00		0.000	1	
SYS4	4	Union Bank		07/01/2023	0.00	0.00	0.00		0.000	1	
SYS5	5	US Bancorp		07/01/2023	725,534.56	725,534.56	725,534.56		0.000	1	
		Average Balance	0.00							1	
	Total Cas	h and Investments	233,361,785.09		216,930,225.38	210,872,335.56	215,664,651.41		3.215	58	





# ORANGE COUNTY FIRE AUTHORITY Aging Report By Maturity Date As of August 19, 2023

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

								Maturity	Percent	Current	Current
								Par Value	of Portfolio	Book Value	Market Value
Aging Interval:	0 days	( 08/19/2023	-	08/19/2023 )		7 Maturities	0 Payments	39,480,225.38	18.54%	39,480,225.38	39,089,513.71
Aging Interval:	1 - 30 days	( 08/20/2023	-	09/18/2023 )		2 Maturities	0 Payments	28,000,000.00	13.25%	27,929,657.76	27,930,700.00
Aging Interval:	31 - 60 days	( 09/19/2023	-	10/18/2023 )		2 Maturities	0 Payments	28,000,000.00	13.20%	27,898,150.00	27,825,700.00
Aging Interval:	61 - 90 days	( 10/19/2023	-	11/17/2023 )		2 Maturities	0 Payments	31,000,000.00	14.55%	30,677,130.02	30,671,560.00
Aging Interval:	91 - 120 days	( 11/18/2023	-	12/17/2023 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	( 12/18/2023	-	08/18/2024 )		3 Maturities	0 Payments	32,435,000.00	14.89%	31,663,311.65	31,393,582.45
Aging Interval:	366 - 1095 days	( 08/19/2024	-	08/18/2026 )		6 Maturities	0 Payments	58,015,000.00	25.59%	58,016,176.60	53,961,279.40
Aging Interval:	1096 days and after	( 08/19/2026	-	)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
					Total for	22 Investments	0 Payments		100.00	215,664,651.41	210,872,335.56





#### NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2023 includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.

#### **GLOSSARY**

#### **INVESTMENT TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ECONOMIC TERMS**

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

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

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

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

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

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

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

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

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

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

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



# Orange County Fire Authority AGENDA STAFF REPORT

## Executive Committee Meeting September 28, 2023

Contact(s) for Further Information

Agenda Item No. 2C Consent Calendar

#### Fourth Quarter Financial Newsletter

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Treasury & Financial Planning

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Stuart Lam, Budget Manager Treasury & Financial Planning

#### **Summary**

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the preliminary close of FY 2022/23.

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

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

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

Receive and file the report.

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

Not Applicable.

#### **Fiscal Impact**

Not Applicable.

#### **Background**

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

#### Attachment(s)

Fourth Quarter Financial Newsletter – July 2022 to June 2023

### 4th Quarter

### July 2022 to June 2023

# Financial Newsletter

#### Summary

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

With the close of the fiscal year, General Fund actual revenues and expenditures are both under budget. As of the end of the 4th quarter, OCFA received 98.6% of budgeted revenues and expended 95.0% of appropriations.

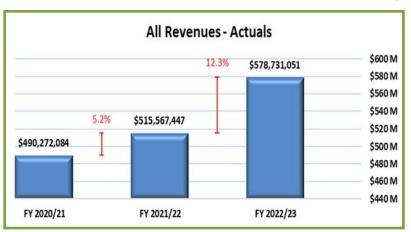
The OCFA expended 54.0% of the GF CIP, 42.4% of Fire Stations & Facilities, 23.3% of Comm. & Info. Systems, and 80.0% of the Fire Apparatus budgets. CIP projects not yet completed are anticipated to be rebudgeted to FY 2023/24.

For additional info, see attached newsletter.



#### **General Fund**

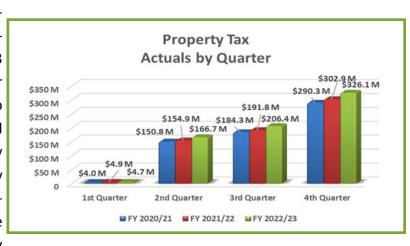
REVENUES - General Fund revenues received in FY 2022/23 amounted to \$578.7



million, approximately 12.3% higher than the prior year. The increase is mostly due to higher property tax receipts, SCE funding related to the Quick Reaction Force Program, Cal Fire contract revenue, and

cash contract city revenue. Overall General Fund revenue receipts met expectations.

Actual property tax revenue of \$326.1 million increased 7.7% or \$23.3 million over the prior year primarily due to growth in secured and supplemental property tax. Secured property tax growth has been driven by residential price appreciation and new



construction throughout the County.

**EXPENDITURES** — General Fund expenditures through the 4th quarter amounted to \$531.9 million and reflect an increase of 4.0% when compared to the prior fiscal year. The increase in expenditures over the

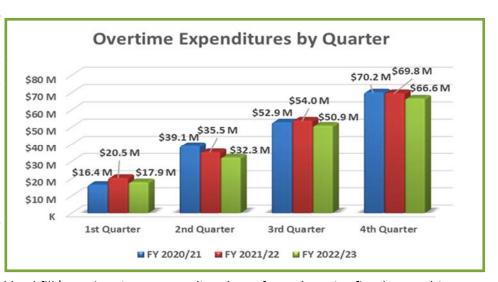


prior year was driven by increased services, supplies, and equipment purchases including increased professional serves expenditures related to the FIRIS and Quick Reaction Force programs. Overall expenditures were \$28.1 million less than the budget of \$560.0 million. Much of the unspent expenditure budget is related to multi-year grant and restricted program funds that are

anticipated to be rebudgeted into FY 2023/24.

The following Overtime Expenditures by Quarter chart captures historical cumulative overtime expenditures from fiscal year 2020/21 through fiscal year 2022/23. Actual overtime expenditures are \$3.1 million lower

than last year. Overtime expenses decreased this year over last primarily due to fewer resources sent out of county for emergency incidents. Major incidents this fiscal year include the Fairview, Mosquito, Mountain and Oak fires and Tropical Cyclone lan, which are reimbursable. Several categories of overtime have been trending higher in recent years including workers' compensation, sick and vacation, and training. Alt-



hough workers' compensation related backfill/overtime is now trending down from the prior fiscal year, this category of overtime has remained elevated over historical levels since the COVID-19 pandemic. Next year's FY 2023/24 Adopted Budget includes a \$5.1 million increase in overtime to match the trend in higher overtime expenditures.

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

#### **OVERVIEW**

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

#### **GENERAL FUND**

With 100% of the year completed, General Fund revenues are 98.6% of budget and expenditures are 95.0% as shown below:

				%
General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	Variance
Revenues	578,731,051	587,203,031	8,471,980	98.6%
Expenditures	531,952,001	560,046,775	28,094,774	95.0%

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

			Variance: Actual	
	YTD Actual		to Budget in	%
Top Five Revenues	Receipts	Budget	Dollars	Variance
Property Taxes	326,138,528	325,727,253	411,275	0.1%
Cash Contracts	136,405,478	135,853,732	551,746	0.4%
State Reimbursements	38,976,529	58,847,592	(19,871,063)	-33.8%
CRA Pass-through	17,715,810	17,204,404	511,406	3.0%
Community Risk Reduction Fees	7,623,496	6,552,323	1,071,173	16.3%
Total	526,859,841	544,185,304	(17,325,463)	-3%

• State Reimbursements – This revenue line includes grant revenues which are reimbursable, meaning revenues are recognized as allowable expenses are incurred. The majority of the variance is due to the timing of reimbursements for various multi-year programs and grants. The CalFire grant for Invasive Tree Pest Mitigation and Fuels Reduction is one such grant, of which approximately 31% of the \$4.6 million budget has been spent and therefore received as revenue. This program is designed to be a multi-year effort, with the full amount budgeted when the grant was approved by the Board of Directors, and the balance carried over from year–to-year until it is fully expended/reimbursed. Other grants to be included in the carryover request include \$3.1 million for CalFire Greenhouse Gas Reduction Fund, \$1.6 million for CalFire Special Projects Augmentation Fund, \$1.1M for CalFire Vegetation Management Grant, and \$1.0 million for CalFire Fire Prevention Grant. State Reimbursement revenue not yet received will be included in the Carryover of FY 2022/23 into FY 2023/24.

• Community Risk Reduction Fees – Community risk reduction fee revenue was higher than anticipated due to inspections being completed ahead of schedule and increased development activity in the second half of the fiscal year.

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

			Variance: Actual	
	YTD Actual		to Budget in	%
Expenditures by Department	Expenditures	Budget	Dollars	Variance
Business Services	9,638,001	10,571,221	(933,220)	-8.8%
Command & Emergency Planning	8,804,555	9,498,525	(693,970)	-7.3%
Community Risk Reduction	12,030,748	17,395,362	(5,364,614)	-30.8%
Corporate Communications	3,248,905	3,122,835	126,070	4.0%
EMS & Training	15,608,397	15,852,673	(244,276)	-1.5%
Executive Management	7,769,544	7,146,439	623,105	8.7%
Human Resources	11,454,697	11,286,169	168,528	1.5%
Logistics	39,646,958	42,427,750	(2,780,792)	-6.6%
Non-Departmental	27,355,747	27,344,963	10,784	0.0%
Field Operations North	176,655,893	172,264,142	4,391,751	2.5%
Field Operations South	219,738,556	243,136,696	(23,398,140)	-9.6%
Total	531,952,001	560,046,775	(28,094,774)	-5.3%

- *Community Risk Reduction* This department is lower than budget due to multi-year programs and grant projects that were not completed by fiscal year end. The FY 2023/24 Carryover request is anticipated to include approximately \$3.2 million for Cal Fire Tree Pest Mitigation Grant and \$615K for Cal Fire Defensible Space Inspection Grant funding.
- Logistics This department finished the year \$2.8 million under budget primarily due to salary and benefit savings from vacant positions in the Fleet Services, Property Management, and Service Center sections. The FY 2023/24 Carryover request is anticipated to include approximately \$601K in funding for the Logistics department services and supplies related to projects not completed before fiscal year end.
- *Field Operations North* Field Operations North exceeded budget by \$4.4 million due to backfill/overtime expenditures. Backfill/overtime expenditures exceeded budget by \$5.4 million. Several categories of overtime have been trending higher in recent years including workers' compensation, sick and vacation, and training. Although workers' compensation related backfill/overtime is now trending down from the prior fiscal year, this category of overtime has remained elevated over historical levels since the COVID-19 pandemic. Next year's FY 2023/24 Adopted Budget includes a \$5.1 million increase in overtime to match the trend in higher overtime expenditures.
- *Field Operations South* Field Operations South ended the year \$23.4 million under budget due to multi-year programs and grant projects that were not completed by fiscal year end including the FIRIS 3.0 program, Quick Reaction Force program, US&R Grants, and

various Cal Fire grants. The FY 2023/24 Carryover request is anticipated to include \$16.1 million in funding for the Field Operations South department.

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

			Variance: Actual	
	YTD Actual		to Budget in	%
Expenditures by Type	Expenditures	Budget	Dollars	Variance
Salary and Employee Benefits	450,933,000	451,334,196	(401,196)	-0.1%
Services and Supplies	79,644,792	105,640,313	(25,995,521)	-24.6%
Equipment	1,374,209	3,072,266	(1,698,057)	-55.3%
Total	531,952,001	560,046,775	(28,094,774)	-5.3%

- Services and Supplies Actual expenditures finished approximately \$26.0 million or 25% under budget through the close of the fiscal year. Approximately \$15.4 million in services and supplies expenditures related to multi-year programs and grants are anticipated to be included in the Carryover request to Fiscal Year 2023/24.
- *Equipment* Actual expenditures finished approximately \$1.7 million or 55% under budget through the close of the fiscal year. Approximately \$1.2 million in equipment expenditures related to multi-year programs and grants are anticipated to be included in the Carryover request to Fiscal Year 2023/24.

#### **CIP FUNDS**

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

#### **General Fund CIP**

Fund 12110	YTD Actual	Budget	Percent
Expenditures	7,033,835	13,030,314	54.0%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$13.0 million include funding for upgrades, routine maintenance and replacement of equipment such as: enterprise phone/public address system upgrade, fire station bathroom inclusive facilities projects, fire station remodels and appliances replacement, FS 41 remodel, RFOTC uninterruptible power system replacement, data network upgrades, fire shelters, chainsaws, exhaust fans, Hazmat air monitors, telephone/alarm system upgrade, replacement of PCs, laptops, tablets, printers, 800 MHz radios, VHF radios, FS 67 apparatus bay doors, temporary emergency power generator and mobile data computers.
- Expenditures of approximately \$7.0 million are attributable to the fire station telephone/alarm/sound system upgrade, inclusive facilities projects, mobile data computers, all-band mobile & portable radios, replacement PCs, tablets and printers, fire station remodels, fire station appliances replacement, fire station concrete and asphalt repair, data

network upgrades, CPR chest compression devices, hazmat air monitors, enterprise phone/public address system upgrade, digital orthophotography and various IT and Property Management projects described above.

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

Fund 123	YTD Actual	Budget	Percent
Revenue	17,968,490	17,689,359	101.6%
Expenditures	15,863,273	37,412,709	42.4%

- Revenues in this fund are attributable to interest earned through the fourth quarter, developer contributions, Cal Fire contract revenue, and state funding for a new hand crew facility.
- Appropriations of \$37.4 million include funding for replacement of FS 10 and FS 24, construction design of FS 12, infrastructure security enhancements, retrofit of existing fire station life and safety systems, RFOTC training grounds expansion and upgrade, and FS 18 upgrades both OCFA and state-funded.
- Expenditures of approximately \$15.9 million are attributable to the replacement of FS 24, infrastructure security enhancements, upgrades to FS 18, upgrades to the RFOTC training grounds and the inception of construction of FS 12.

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

Fund 124	YTD Actual	Budget	Percent
Revenue	330,747	117,227	282.1%
Expenditures	1,203,291	5,157,847	23.3%

- Revenues in this fund are attributable to interest earned through the fourth quarter.
- Appropriations of \$5.2 million include funding for: disaster recovery co-location facility, CRR automation/IFP replacement, EMS enterprise system development, enterprise audio video equipment upgrades, 911 voice recording system, incident reporting application replacement, RFOTC data center fire suppression system upgrade, and next generation CAD2CAD.
- Year to date expenditures of \$1.2 million are primarily attributable to the CRR automation/IFP replacement, the EMS enterprise system development, the OCFA disaster recovery co-location facility, and the OCFA enterprise audio-video equipment upgrades.

#### Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	61,331,777	60,957,816	100.6%
Expenditures	54,781,838	68,444,080	80.0%

 The Fund 133 revenue budget includes \$57.9 million for master lease financing proceeds to fund two Firehawk Helicopters. Other revenues in this fund include vehicle replacement

- program payments from cash contract cities, developer contributions, and interest earned through the fourth quarter.
- Appropriations of \$68.4 million include 2 helicopters, 4 engines, 8 battalion chief command vehicles, 3 pickups, 15 mid and full-size SUVs, 49 support vehicles, and vehicle outfitting.
- Expenditures for FY 2022/23 include 2 helicopters, 1 air utility vehicle, 4 engines, 2 midsize SUVs, 2 stake bed pickups, 2 dozer tenders, 2 forklifts, 44 mid-size pickups and vehicle outfitting costs.

#### **SUMMARY**

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



# Orange County Fire Authority AGENDA STAFF REPORT

## Executive Committee Meeting September 28, 2023

Agenda Item No. 2D Consent Calendar

#### **Fourth Quarter Purchasing Report**

**Contact(s) for Further Information** 

Robert Cortez, Assistant Chief <u>robertcortez@ocfa.org</u> 714.573.6012

**Business Services Department** 

Sara Kennedy, Purchasing <u>sarakennedy@ocfa.org</u> 714.573.6641

Division Manager

#### **Summary**

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

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

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

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

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

Receive and file the report.

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

Not Applicable.

#### **Fiscal Impact**

Not Applicable.

#### **Background**

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

The Quarterly Purchasing Report provides a list of all purchase orders and blanket orders entered into under the Purchasing Manager authority during the period of April 1, 2023, through June 30, 2023.
Attachment(s) Fourth Quarter Purchasing Report – April 1, 2023 to June 30, 2023
/23 Executive Committee Meeting – Agenda Item No. 2D Page 2

#### Purchasing Report 4th Quarter - FY 2022/23

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

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
4/1/2023	B02315-1	\$20,184.00	Logistics Department	SAITECH INC.	ADOBE ENTERPRISE SITE LICENSES	
4/1/2023	B01690-6	\$8,000.00	Business Services Department	CARLESON, ERIC R	CONSULTANT SERVICES AS ACC LIAISON	
4/1/2023	B01950-4	\$105,000.00	Operations Department - South	DG ENERGY SERVICES	GENERATOR REPAIR AND MAINTENANCE	RO2353
4/1/2023	B02463	\$200,000.00	Logistics Department	VALLEY POWER SYSTEMS, INC.	DETROIT DIESEL ENGINES: PARTS AND REPAIR SERVICES	JA2601
4/1/2023	B02464	\$50,000.00	Logistics Department	LOS ANGELES FREIGHTLINER	DETROIT DIESEL ENGINES: PARTS AND REPAIR SERVICES	JA2601
4/1/2023	B01953-4	\$13,500.00	Logistics Department	WESTERN A/V	WARRANTY AND REPAIR SERVICES FOR A/V EQUIPMENT UPGRADE PROJECT	RO2155
4/1/2023	B02461	\$200,000.00	Logistics Department	SAMSARA, INC	FLEET GPS TRACKING	COOPERATIVE
4/1/2023	B02313-1	\$20,000.00	EMS & Training Department	DOI/BLM	INSTRUCTOR AND STUDENT COURSE MATERIALS FOR NWCG CLASSES.	
4/1/2023	B02322-1	\$115,000.00	Logistics Department	LINEGEAR FIRE & RESCUE	NEW GENERATION FIRE SHELTERS	JC2546
4/1/2023	B01965-4	\$10,000.00	EMS & Training Department	NORTH NET FIRE TRAINING CENTER	NORTH NET TRAINING FACILITY RENTAL	
4/1/2023	B02320-1	\$4,589.00	Operations Department - South	COMTRSYS, INC.	ONLINE FLIGHT TRAINING ANNUAL SUBSCRIPTION	
4/1/2023	B02311-1	\$15,000.00	Human Resources Department	SOLOUTIONS AND INSIGHT INC.	PREVENTATIVE HEALTH SCREENING SERVICES	JA2509
4/1/2023	B02113-3	\$5,000.00	Logistics Department	NI GOVERNMENT SERVICES INC	SATELLITE RADIO AND TELEPHONE SERVICES	•
4/1/2023	B02207-2	\$99,780.00	Business Services Department	NIELSEN MERKSAMER PARRINELLO GROSS & LEONI	STATE LEGISLATIVE & REGULATORY CONSULTING SERVICES	JA2481
4/3/2023	P0015339	\$7,606.08	Logistics Department	SAN DIEGO FRICTION PRODUCTS INC	BRAKE PADS FOR STOCK	
4/3/2023	P0015337	\$1,095.00	Operations Department - South	GLOBAL TECH INSTRUMENTS	OVERHAUL OF BAROMETRIC ALTIMETER	
4/3/2023	P0015338	\$1,633.71	Logistics Department	THE MOBILE WALKIE TALKIE COMPANY	WALKIE TALKIE FOR SHOP	
4/4/2023	B02284-1	\$10,000.00	Human Resources Department	RIVELLE CONSULTING SERVICES	ACTURIAL VALUATION SERVICES FOR WORKERS COMP	JA2503
4/4/2023	B01744-4	\$10,000.00	Logistics Department	6TH STREET CONSULTING, LLC	AS-NEEDED SHAREPOINT ADVANCED TECHNICAL SUPPORT, SOFTWARE MAINTENANCE, AND UPDATES	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
4/4/2023	P0015340	\$960.47	EMS & Training Department	AMBU INC.	GAS SAMPLING LINE	
4/4/2023	B01716-6	\$10,000.00	Operations Department - North	ORANGE COUNTY PUMPING	SEPTIC TANK MAINTENANCE	COOPERATIVE
4/4/2023	B02450	\$10,000.00	Corporate Communications	FOCUS INTERPRETING	LANGUAGE TRANSLATION SERVICES	
4/4/2023	P0015342	\$14,000.00	Operations Department - South	AVIATION SPECIALTIES UNLIMITED, INC.	NVG INSTRUCTOR TRAINING	
4/4/2023	P0015341	\$4,975.00	Command & Emergency Planning Div	KIM TURNER, LLC	911 OPERATIONS CONSULTING SERVICES	
4/4/2023	P0015343	\$1,254.29	Operations Department - South	UNITED MATERIAL HANDLING, INC.	WAREHOUSE RACKS FOR EQUIPMENT STORAGE	
4/4/2023	P0015344	\$7,216.72	EMS & Training Department	AMBU INC.	ADULT AND PEDS AMBU BVM	
4/5/2023	B01856-5	\$8,592.00	Logistics Department	PAGERDUTY, INC.	LIVE CALL ROUTING USER FEE FOR TECH SUPPORT	
4/5/2023	B02451	\$180,000.00	Operations Department - South	QUINN COMPANY	MAINTENANCE AND REPAIR OF CATERPILLAR EQUIPMENT	COOPERATIVE
4/5/2023	B01939-4	\$40,000.00	Logistics Department	FIRE STATION OUTFITTERS	CHAIRS FOR FIRE STATIONS	RO2354
4/6/2023	B02454	\$0.01	Logistics Department	KITCHELL CORPORATION	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
4/6/2023	P0015345	\$500.00	Business Services Department	UNITED SITE SERVICES	SILVERADO INVESTIGATION PORTABLE RESTROOM AND WASH BASIN RENTALS, AND SERVICES	JC2552
4/6/2023	P0015346	\$1,681.12	Logistics Department	WILLIAMS & MAHER INC	BUILDING B UPS ELECTRICAL WORK	RO2552
4/6/2023	P0015348	\$5,936.49	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES FOR STATION ALERTING SYSTEM	RO2552
4/6/2023	P0015349	\$26,985.53	Logistics Department	PRESIDIO HOLDINGS INC.	VEEAM BACKUP SOFTWARE (NEW LICENSES)	
4/6/2023	P0015350	\$2,511.55	Logistics Department	WILLIAMS & MAHER INC	RFOTC - AE BLDG ELECTRICAL SERVICES	RO2552
4/7/2023	B02452	\$0.01	Logistics Department	RUBIO MEDINA, ARCHITECT	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
4/7/2023	B02453	\$0.01	Logistics Department	SVA ARCHITECTS, INC	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
4/7/2023	P0015353	\$4,931.85	Logistics Department	CROSS CONNECTIONS	BENDIX KING EQUIPMENT FOR IMT OPS/IC	
4/7/2023	P0015351	\$3,750.00	Business Services Department	CROSS CONNECTIONS	SILVERADO INVESTIGATION - EQUIPMENT RENTAL	
4/7/2023	P0015352	\$405.00	Business Services Department	SO CAL PROPERTY SERVICES	SILVERADO INVESTIGATION STREET SWEEPING SERVICES	
4/7/2023	P0015354	\$15,680.51	Logistics Department	CDW GOVERNMENT	LAPTOPS, WARRANTIES, AND ACCESSORIES	COOPERATIVE
4/10/2023	B02449	\$2,000.00	EMS & Training Department	SAFETY KLEEN SYSTEMS INC.	CHAINSAW SOLVENT - PARTS WASHER	
4/10/2023	B02067-3	\$80,000.00	Logistics Department	SOUTHERN CALIFORNIA FLEET SERVICES INC.	CUMMINS: MAINTENANCE, PARTS, & REPAIR SERVICES	RO2405
4/10/2023	P0015356	\$5,937.40	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES FOR STATION ALERTING SYSTEM	RO2552

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
4/10/2023	P0015357	\$1,565.00	Logistics Department	PACIFIC PLUMBING COMPANY	VENTING AND PLUMBING FOR FS6	RO2501
4/10/2023	P0015358	\$2,357.00	Operations Department - South	PACIFIC PLUMBING COMPANY	SHOWER PLUMBING SERVICES FS47	RO2501
4/11/2023	B02280-1	\$16,000.00	EMS & Training Department	MIKE BROWN GRANDSTANDS INC	SEATING FOR ACADEMY GRADUATIONS	
4/11/2023	B02061-3	\$10,000.00	Logistics Department	SIGNMART	SIGN MATERIAL - SERVICE CENTER INVENTORY	
4/11/2023	P0015359	\$12,168.12	Logistics Department	PROFESSIONAL DIVERSIFIED FLOORING	FLOORING REPLACEMENT - FS41	
4/11/2023	P0015360	\$7,959.60	Operations Department - South	DLX ENTERPRISES LLC DBA DEPLOYED LOGIX	RIGID DOOR AND REMOVABLE PANELS	
4/13/2023	B02458	\$0.01	Logistics Department	GOSS ENGINEERING, INC	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
4/13/2023	B02455	\$0.01	Logistics Department	ROBERT STEWART ARCHITECTS	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
4/13/2023	B02459	\$0.01	Logistics Department	DELANE ENGINEERING, INC	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
4/13/2023	B02069-3	\$140,000.00	Logistics Department	RINCON TRUCK CENTER	CUMMINS MAINTENANCE, REPAIRS, AND PARTS	RO2405
4/13/2023	B01857-5	\$10,000.00	Logistics Department	MCMASTER-CARR SUPPLY CO	MCMASTER-CARR HARDWARE AND SUPPLIES	
4/13/2023	B02089-3	\$600,000.00	Logistics Department	RAMCO RUGGED PORTABLES	MOBILE DATA COMPUTER HARDWARE AND ACCESSORIES	JA2437
4/13/2023	P0015361	\$8,428.09	Logistics Department	DELL MARKETING, L.P.	LAPTOP/DOCKING STATION - ECC	COOPERATIVE
4/13/2023	P0015362	\$5,799.89	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES FOR STATION ALERTING SYSTEM	RO2552
4/13/2023	P0015363	\$6,330.00	Logistics Department	PACIFIC PLUMBING COMPANY	PLUMBING AND VENTING FOR FS17	RO2501
4/13/2023	P0015364	\$8,621.00	Operations Department - South	ALL WAYS TILE INC	NEW SHOWER INSTALL AT FS47	
4/13/2023	P0015365	\$37,497.96	Community Risk Reduction Department	S&H TREE LANDSCAPING AND ARBORIST SERVIC LLC	E TREE REMOVALS AND TREATMENTS AT OCTA PRESERVES - TRABUCO CANYON	LK2602
4/17/2023	B02456	\$0.01	Logistics Department	CUMMING MANAGEMENT GROUP, INC	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
4/17/2023	B02457	\$0.01	Human Resources Department	VANIR CONSTRUCTION MANAGEMENT, INC	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
4/17/2023	P0015355	\$100,475.95	Logistics Department	PRESIDIO HOLDINGS INC.	FIRE STATION WIRELESS HARDWARE UPDATE	RO2605
4/17/2023	B02209-2	\$4,411.00	Business Services Department	SAGE SOFTWARE INC.	SAGE FIXED ASSETS ANNUAL SOFTWARE MAINTENANCE SUPPORT	
4/17/2023	P0015366	\$4,095.00	Operations Department - South	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TREE TRIMMING AND TREATMENT AT OCFA FS38	
4/18/2023	P0015368	\$1,509.66	Executive Management	ON THE WALL GALLERY & FRAMES	FRAMES FOR CAP TEAM CERTIFICATE AWARDS	
4/18/2023	B01934-4	\$75,000.00	Logistics Department	WESTERN TRUCK EXCHANGE	INTERNATIONAL TRUCKS: PARTS, MAINTENANCE & REPAIR	JA2340
4/18/2023	P0015372	\$7,061.72	Logistics Department	SC COMMERCIAL, LLC DBA SC FUELS	TRANSMISSION FLUID FOR STOCK	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
4/18/2023	P0015369	\$2,497.11	Logistics Department	DADANT & SONS, INC.	TULLE BEE VEILS	
4/18/2023	P0015371	\$13,287.24	Operations Department - South	SHELTERLOGIC CORP.	SHELTER STRUCTURE - FS09	
4/18/2023	P0015367	\$4,916.71	EMS & Training Department	HOME DEPOT	ORIENTED STRAND BOARD FOR FIRE TRAINING PROPS	
4/18/2023	P0015370	\$4,065.73	Logistics Department	NATIONAL FIRE FIGHTER CORP	WILDCAT SAFETY GOGGLES	
4/19/2023	B01847-5	\$180.00	Logistics Department	MILLET SOFTWARE	VISUAL CUT ANNUAL SOFTWARE SUPPORT	
4/19/2023	P0015373	\$6,615.86	Logistics Department	SC COMMERCIAL, LLC DBA SC FUELS	BULK MOTOR OIL FOR STOCK	
4/19/2023	P0015374	\$1,018.10	Logistics Department	SC COMMERCIAL, LLC DBA SC FUELS	MOTOR OIL FOR STOCK	
4/19/2023	P0015375	\$1,018.10	Logistics Department	NICKEY PETROLEUM	MOTOR OIL FOR STOCK	
4/20/2023	B02462	\$100,000.00	Logistics Department	HARBOR DIESEL AND EQUIPMENT, INC.	DETROIT DIESEL ENGINES: PARTS AND REPAIR SERVICES	JA2601
4/20/2023	P0015377	\$5,907.56	Command & Emergency Planning Div	SOUTHERN CALIFORNIA ERGONOMICS	RADIO/PHONE EQUIPMENT - ECC	
4/21/2023	B02465	\$4,995.00	Logistics Department	LUCID8 LLC	DIGISCOPE UNIVERSAL EMAIL DISCOVERY SOFTWARE	
4/21/2023	P13113	\$3,284.22	Logistics Department	EMERGENCY VEHICLE GROUP, INC	CHANGE ORDER FOR PURCHASE OF ONE (1) HAZARDOUS MATERIALS SUPPORT VEHICLE	JA2384
4/24/2023	P0015379	\$2,909.52	Command & Emergency Planning Div	PJ PRINTERS	2023 EMERGENCY MEDICAL DISPATCHER BOOK	
4/26/2023	P0015380	\$470.40	EMS & Training Department	BTTN TECHNOLOGIES, INC	ALBUTEROL SULFATE INHALATION FOR PATIENT CARE	
4/27/2023	B02467	\$0.01	Logistics Department	ITZEN ARCHITECTS	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
4/27/2023	B01866-5	\$12,707.28	Logistics Department	AKINS IT, INC.	KNOWBE4 SECURITY AWARENESS SOFTWARE SUBSCRIPTION	RO2292
4/27/2023	P0015332	\$16,963.04	Logistics Department	WESTERN SHELTER SYSTEMS	REPLACEMENT PARTS FOR REPAIRING IMT SHELTERS	
4/27/2023	B01914-4	\$14,398.80	Human Resources Department	VELOCITY EHS	SAFETY MANAGEMENT SYSTEM - ANNUAL FEES	SK2285
4/27/2023	P0015381	\$39,150.00	Logistics Department	TEVORA BUSINESS SOLUTIONS, INC.	IT CYBERSECURITY ASSESSMENT SERVICES EXTERNAL/INTERNAL PEN TESTING	COOPERATIVE
5/1/2023	B02329-1	\$50,000.00	Logistics Department	UL LLC	AERIAL LADDER TESTING AND INSPECTION SERVICES	COOPERATIVE
5/1/2023	B01722-6	\$25,000.00	Logistics Department	SPECTRUM GAS PRODUCTS	INDUSTRIAL GAS CYLINDER TESTING, FILLING & RENTAL	JC2547
5/1/2023	B02478	\$14,000.00	Executive Management	OMNA INTERNATIONAL	LEADERSHIP DEVELOPMENT PROGRAM - GETTYSBURG STAFF RIDE	
5/1/2023	B02468	\$4,488.00	Business Services Department	LEXISNEXIS	STATENET LEGISLATIVE BILL TRACKING SERVICES	
5/1/2023	P0015382	\$3,462.01	Logistics Department	LN CURTIS & SONS	HIGH EXPANSION FOAM FOR NEW FOAM TENDER AT FS36	
5/1/2023	P0015383	\$558.90	Logistics Department	ALLSTAR FIRE EQUIPMENT	ALUMINUM QUAD STACKED TIPS FOR TRUCK 76	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
5/1/2023	P0015384	\$1,422.30	Logistics Department	NICKEY PETROLEUM	VOGEL GREASE FOR AUTO LUBE SYSTEMS NEED FOR STOCK	
5/1/2023	P0015385	\$2,913.00	Command & Emergency Planning Div	PJ PRINTERS	2023 EMERGENCY MEDICAL DISPATCHER BOOKS	
5/1/2023	P0015386	\$8,476.04	Logistics Department	HARBOR POINTE A/C & CONTROLS	AC UNIT INSTALLATION - FS 51	RO2356
5/1/2023	P0015387	\$5,207.83	Logistics Department	WILLIAMS & MAHER INC	ELECTRICAL SERVICES - RFOTC BUILDING A	RO2365
5/2/2023	P0015396	\$4,465.16	Operations Department - North	R.S. HUGHES COMPANY INC	HYDROGEN FLOURIDE MONITOR FOR HAZMAT	
5/3/2023	P0015397	\$6,525.96	Logistics Department	SOUTH COAST FIRE EQUIPMENT	COMPARTMENT DOORS FOR OCFA UNIT 5266	
5/3/2023	P0015398	\$21,426.21	Logistics Department	RESCUE INNOVATIONS INC	TOOLS & EQUIPMENT FOR HEAVY RESCUE 6	JA2579
5/4/2023	P0015403	\$17,024.01	Operations Department - South	ADVEXURE LLC	DRONE EQUIPMENT PURCHASE	COOPERATIVE
5/4/2023	P0015404	\$11,476.34	Operations Department - South	MUNICIPAL EMERGENCY SERVICES	EXTRICATION TOOLS FOR TECHNICAL RESCUE TRUCKS & HR6	JA2172
5/4/2023	P0015399	\$318,615.51	Logistics Department	PB LOADER CORPORATION	PURCHASE OF THREE (3) 2024 ISUZU MAIL TRUCKS	COOPERATIVE
5/4/2023	P0015400	\$8,044.27	Logistics Department	TUFF SHED, INC.	STORAGE SHED FOR FS82	
5/4/2023	P0015401	\$545.00	Operations Department - North	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TREE TRIMMING AT OCFA FS85	
5/4/2023	P0015402	\$6,622.62	Logistics Department	SC COMMERCIAL, LLC DBA SC FUELS	BULK MOTOR OIL FOR STOCK	
5/4/2023	P0015405	\$5,648.16	Operations Department - South	HARBOR POINTE A/C & CONTROLS	KITCHEN EXHAUST FAN UPGRADE FS22	RO2356
5/8/2023	P0015408	\$6,350.02	Operations Department - South	FISHWORKS INC	CLOTHING/UNIFORM FOR FEMA US&R TEAM MEMBERS	
5/8/2023	P0015409	\$1,700.00	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TREE TRIMMING AT OCFA RFOTC	
5/8/2023	P0015410	\$2,040.00	Operations Department - South	BRIGHTVIEW LANDSCAPE SERVICES, INC.	HEDGE TRIMMING OCFA FIRE STATION 28	
5/9/2023	P0015412	\$6,401.00	Community Risk Reduction Department	RPW SERVICES, INC.	INVASIVE TREE PEST MITIGATION GRANT: TREATMENTS FOR GSOB AT OAK CANYON NATURE CENTER	
5/9/2023	P0015413	\$14,078.46	Community Risk Reduction Department	S&H TREE LANDSCAPING AND ARBORIST SERVICE	INVASIVE TREE PEST MITIGATION GRANT: TREE REMOVALS AND TREATMENTS AT ANAHEIM HILLS SADDLE CLUB & OAK PARK	
5/10/2023	P0015415	\$15,580.00	Human Resources Department	SAMUEL D. HEATON	COURAGEOUS CONVERSATION CLASSES	
5/10/2023	P0015414	\$9,426.00	Operations Department - South	THE MACHADO ENVIRONMENTAL CORPORATION	DUCTING AND HANDLER CLEANING SERVICE - FS49	
5/11/2023	B01494-9	\$50,000.00	Logistics Department	COMPRESSED AIR SPECIALTIES	BAUER AIR COMPRESSOR REPAIR AND MAINTENANCE	
5/11/2023	B01875-5	\$6,721.80	Operations Department - South	MYDBSOLUTIONS, LLC	CATF5 PERSONNEL & CACHE DATABASE - ANNUAL FEES	
5/11/2023	B02171-2	\$10,000.00	Logistics Department	BEDDING ACQUISITION LLC	MATTRESS COVERS FOR FIRE STATIONS	
5/11/2023	B02165-3	\$100,000.00	Logistics Department	MORSCO SUPPLY LLC	REFRIGERATORS AND DISHWASHERS FOR RFOTC AND FIRE STATIONS	JC2456

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
5/11/2023	P0015416	\$5,891.95	Logistics Department	OFFICE FURNITURE GROUP LLC	OFFICE FURNITURE RELOCATION SERVICES	
5/15/2023	B01935-4	\$67,820.00	Business Services Department	LANCE, SOLL AND LUNGHARD, LLP	ANNUAL FINANCIAL AUDIT SERVICES	DC2344
5/15/2023	B02212-3	\$13,978.12	Business Services Department	QUALTRICS LLC	AUTOMATED EXTERNAL FEEDBACK SURVEY	
5/15/2023	P0015417	\$5,968.28	Logistics Department	GRAINGER	LED LIGHTING FOR PARTS STORAGE	COOPERATIVE
5/15/2023	B02471	\$10,000.00	Logistics Department	ASSI SECURITY, INC	SECURITY SYSTEM MAINTENANCE AND REPAIR SERVICES	
5/15/2023	P0015418	\$12,065.85	Operations Department - North	R.S. HUGHES COMPANY INC	PORTABLE DECONTAMINATION SHOWERS FOR HAZMAT 20 AND 79	
5/16/2023	B01962-4	\$10,000.00	Logistics Department	ELITE AUTOMOTIVE SERVICES	FORD VEHICLES: MAINTENANCE AND REPAIR SERVICES AS-NEEDED	JA2349
5/18/2023	B02472	\$2,000.00	Business Services Department	TUSTIN AWARDS INC.	CUSTOM ENGRAVING SERVICES AND ACCESSORIES	
5/18/2023	B01960-4	\$50,000.00	Logistics Department	SANTA MARGARITA FORD FLEET SERVICE CENTER	FORD VEHICLES: PARTS, MAINTENANCE, AND REPAIR SERVICES AS- NEEDED	JA2349
5/18/2023	B02088-3	\$120,000.00	Logistics Department	QUINN COMPANY	MAINTENANCE AND REPAIR OF CATERPILLAR EQUIPMENT	COOPERATIVE
5/18/2023	P0015419	\$2,769.06	Logistics Department	CURVATURE LLC	MISC. HARDWARE FOR SECURITY CAMERAS	
5/18/2023	P0015420	\$6,788.25	Corporate Communications	FIRE SMART PROMOTIONS	CHILDREN'S PLASTIC FIRE HELMETS - RESTOCK	
5/18/2023	P0015421	\$1,878.92	Logistics Department	PRESIDIO HOLDINGS INC.	WIRELESS PHONES FOR FS22	
5/18/2023	P0015422	\$2,250.75	Operations Department - South	DIAMOND GLASS	SHOWER DOOR INSTALLATION FS47	
5/18/2023	P0015423	\$6,370.00	Operations Department - South	PAINTING & DECOR INC.	OCFA FIRE STATION 47 APP BAY AND BATHROOM REPAINT	
5/18/2023	P0015424	\$985.00	Logistics Department	BRIGHTWAY ONE	POST-CONSTRUCTION CLEANING SERVICE AT OCFA FS73	
5/18/2023	P0015425	\$4,743.60	EMS & Training Department	NEW HORIZONS COMPUTER LEARNING CENTER	INSTRUCTOR FOR MICROSOFT OFFICE COURSES	
5/18/2023	P014048	\$16,000.00	Logistics Department	MULLEN & ASSOCIATES INC.	RFOTC DATA CENTER UPS ENGINEERING SERVICES	
5/19/2023	B02326-1	\$20,000.00	Logistics Department	MERRIMAC ENERGY GROUP	DIESEL EXHAUST FLUID	JA2491
5/19/2023	P0015427	\$2,182.76	Operations Department - North	BOYCE INDUSTRIES	PRESSURE WASHER - FS75	
5/22/2023	P0015428	\$29,575.00	Operations Department - South	PHILIPPE LESOURD	FLIGHT AND INSTRUMENT INSTRUCTOR CERTIFICATION COURSE	
5/23/2023	B02097-3	\$10,000.00	Logistics Department	WILCOX SUPPLY INC.	MISC. WHEEL AND TIRE SUPPLIES - AS NEEDED	
5/23/2023	P0015429	\$749.86	Operations Department - North	BOYCE INDUSTRIES	PORTABLE PRESSURE WASHER - FS74	
5/24/2023	B02474	\$10,000.00	Logistics Department	FYXME LLC	BODY REPAIR SERVICES	
5/24/2023	B02100-3	\$80,000.00	Logistics Department	DELL MARKETING, L.P.	DELL 24X7 COMPELLENT ANNUAL PROSUPPORT	COOPERATIVE

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
5/25/2023	B01868-5	\$10,000.00	Logistics Department	BROOKHURST DEVELOPMENT CORPORATION	REAL ESTATE ADVISORY SERVICES	
5/25/2023	B02510	\$25,000.00	Logistics Department	CITY OF GARDEN GROVE	AS-NEEDED PURCHASE OF FUEL FROM GARDEN GROVE	
5/30/2023	P0015432	\$1,697.07	Logistics Department	W.S. DARLEY & CO.	PARTS FOR FLIR TRUCK CHARGER REPAIR	
5/30/2023	B02475	\$26,486.88	Logistics Department	CDW GOVERNMENT	VEEAM ANNUAL SUPPORT AND RENEWAL	
5/30/2023	P0015430	\$1,079.18	Logistics Department	SOURCE GRAPHICS, INC.	SUPPLIES - HP 6200/6800 PRINT HEAD REPLACEMENTS	
5/30/2023	P0015433	\$6,716.78	Operations Department - South	HARBOR POINTE A/C & CONTROLS	NEW CONDENSING UNIT INSTALLATION	RO2356
5/31/2023	P0015434	\$1,890.52	Operations Department - North	ESSENTIAL PACKS LLC	CERT PROGRAM KITS - CANYON COMMUNITIES	
5/31/2023	B01938-6	\$2,000.00	Logistics Department	RING CENTRAL INC	HOSTED PHONE SERVICES - 2 LINES TRAINING TRAILERS	
6/1/2023	B01674-7	\$10,000.00	Logistics Department	MERCURY DISPOSAL SYSTEMS, INC.	BATTERY AND BULB RECYCLING	
6/1/2023	B02330-1	\$200,000.00	Operations Department - South	BRIGHTVIEW LANDSCAPE SERVICES, INC.	LANDSCAPE MAINTENANCE SERVICES	RO2522
6/1/2023	B02095-3	\$100,000.00	Logistics Department	SOUTHERN CALIFORNIA FLEET SERVICES INC.	HEAVY EQUIPMENT MAINTENANCE & REPAIRS	RO2432
6/1/2023	B02094-3	\$100,000.00	Logistics Department	RINCON TRUCK CENTER	HEAVY EQUIPMENT MAINTENANCE, REPAIRS, AND PARTS	RO2432
6/1/2023	B02096-3	\$150,000.00	Logistics Department	BURTON'S FIRE INC.	HEAVY EQUIPMENT PARTS	RO2432
6/1/2023	B02490	\$0.01	Operations Department - South	THINK POD, INC	MOBILE HELICOPTER DIP TANKS	SK2611
6/1/2023	B01880-5	\$13,254.12	Logistics Department	COUNTY OF ORANGE/TREASURER-TAX COLLECTOR	OC SHERIFF'S DEPARTMENT CLETS SERVICES OCATS CONNECTIVITY & SERVICE	
6/1/2023	B01968-4	\$50,000.00	Logistics Department	DRIP DROP HYDRATION	ORAL REHYDRATION SOLUTION FOR FIREFIGHTERS	
6/1/2023	P0015435	\$49,359.75	Logistics Department	OFFICE FURNITURE GROUP LLC	CLASSROOM FURNITURE FOR RFOTC	COOPERATIVE
6/1/2023	P0015437	\$4,144.00	Logistics Department	AUTOMOTIVE RESOURCES, INC.	ANNUAL HOIST INSPECTIONS ON 4 POST MOBILE LIFTS	
6/2/2023	P0015443	\$7,818.34	Operations Department - South	DADCO INC	SHIPPING CONTAINERS - FEMA US&R	
6/2/2023	P0015438	\$2,004.28	Logistics Department	WILLIAMS & MAHER INC	GPS REPEATER INSTALL - FS58	
6/2/2023	P0015439	\$26,412.09	Operations Department - North	ADVEXURE LLC	DRONE EQUIPMENT PURCHASE	COOPERATIVE
6/2/2023	P0015440	\$4,960.00	Logistics Department	MAKO OVERHEAD DOOR	APPARATUS BAY DOOR IMPROVEMENTS FOR FS75	
6/2/2023	P0015441	\$551.00	Operations Department - North	BRIGHTVIEW LANDSCAPE SERVICES, INC.	PALM TREE TRIMMING FS72	
6/2/2023	P0015442	\$2,064.00	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	HEDGE AND TREE TRIMMING FS71	
6/5/2023	B01567-8	\$10,000.00	Logistics Department	PLATINUM NETWORKS	NORTEL PHONE EQUIPMENT	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
6/6/2023	B02418-1	\$1,195.00	Logistics Department	WILD WATER OPERATING LLC	VEHICLE WASHING SERVICES FOR CRR	
6/6/2023	P0015444	\$5,025.14	Operations Department - South	AIR COMM SYSTEMS INC	PORTABLE BK RADIO ADAPTERS FOR AIR OPS	
6/7/2023	P0015446	\$5,333.63	EMS & Training Department	BOUND TREE MEDICAL LLC	AMBU ADULT BVM FOR EMS	JA2607
6/7/2023	B02422	\$60,474.10	Corporate Communications	FIRE SMART PROMOTIONS	CHILDREN'S PLASTIC FIRE HELMETS	LK2608A
6/7/2023	B01870-5	\$11,680.00	Logistics Department	ZONES INC.	SAP CRYSTAL REPORT SOFTWARE AND SUPPORT	
6/7/2023	P0015445	\$9,885.00	Logistics Department	CONCEPT PAVING SOLUTIONS	PARKING LOT SLURRY SEAL AND RE-STRIPE	
6/8/2023	B02477	\$125,000.00	Operations Department - South	LOWE'S	MISCELLANEOUS BUILDING SUPPLIES AND APPLIANCES	COOPERATIVE
6/8/2023	P0015448	\$1,199.52	Logistics Department	WILLIAMS & MAHER INC	DISCONNECT OPENING OFF APP BAY DOORS	RO2552
6/8/2023	P0015449	\$18,701.61	Logistics Department	CORPORATE BUSINESS INTERIORS	ECC FURNITURE	COOPERATIVE
6/12/2023	P0015447	\$7,591.77	Logistics Department	WILLIAMS & MAHER INC	TV INSTALL AT ECC	RO2552
6/12/2023	P0015454	\$19,155.95	Operations Department - South	TEXAS A&M ENGINEERING EXTENSION SERVICE	FLAMMABLE LIQUIDS AND OTHER ARFF RELATED CLASSES	
6/12/2023	P0015451	\$38,700.00	Human Resources Department	ROBERT HALL	PROFESSIONAL RECRUITMENT SERVICES FOR BUSINESS SERVICES MANAGEMENT POSITIONS	
6/12/2023	P0015453	\$2,417.84	Logistics Department	ULINE	STORAGE BINS FOR PARTS DEPARTMENT	
6/12/2023	P0015452	\$7,725.68	Logistics Department	CURVATURE LLC	SWITCH FOR SECURITY PROJECT	
6/13/2023	P014285	\$20,050.00	Logistics Department	P2S INC.	CLEAN AGENT SYSTEM DESIGN AND ENGINEERING SERVICES	RO2494
6/14/2023	P0015455	\$2,035.83	Logistics Department	PRO CLIP USA, INC.	CELL PHONE MOUNTS FOR DODGE RAM VEHICLES	
6/14/2023	B01678-7	\$3,500.00	Corporate Communications	ASSOCIATED PRODUCTION MUSIC	MUSIC USE SUBSCRIPTION CONTRACT	
6/15/2023	B02336-1	\$8,000.00	EMS & Training Department	LIFE ASSIST, INC.	EMS SUPPLIES	
6/15/2023	P0015459	\$282,092.95	EMS & Training Department	STRYKER SALES CORPORATION	LUCAS CHEST COMPRESSION SYSTEMS FOR BLS UNITS	SK2315
6/15/2023	P0015458	\$1,691.06	Logistics Department	KME FIRE APPARATUS	WINDOW REGULATORS FOR STOCK	
6/15/2023	P0015456	\$2,063.73	Operations Department - South	BOYCE INDUSTRIES	PRESSURE WASHER FOR FS49	
6/15/2023	P0015457	\$2,898.25	Operations Department - North	HARBOR POINTE A/C & CONTROLS	SUPPLY DIFFUSERS/REGISTERS FOR FS17	
6/16/2023	B02332-1	\$20,000.00	EMS & Training Department	ALLIANT EVENT SERVICES, INC	LED TRAILER RENTAL FOR RFOTC EVENTS	
6/16/2023	P0015460	\$1,321.03	Operations Department - North	SOUTHWEST BOULDER AND STONE, INC	STATION 32 - CRUSHED 3/4" ROCK	
6/19/2023	P0015463	\$4,349.00	Operations Department - South	BOEING DISTRIBUTION INC.	BATTERY FOR AIR OPS	

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6/19/2023	P0015461	\$6,980.00	EMS & Training Department	MISSION-CENTERED SOLUTIONS, INC.	LEADERSHIP DEVELOPMENT COURSE: TRAIN-THE-TRAINER	
6/19/2023	P0015462	\$984,761.63	Logistics Department	MOTOROLA SOLUTIONS INC.	COMMUNICATIONS RADIOS & ACCESSORIES - MOBILE	RO2610
6/20/2023	P0015464	\$9,309.60	Logistics Department	R.S. HUGHES COMPANY INC	FLASHLIGHTS FOR THE NEW DODGE RAMS	
6/20/2023	B01738-6	\$6,000.00	Operations Department - South	GROUND CONTROL SYSTEMS INC.	GROUND CONTROL SATELLITE BANDWITH SERVICE	
6/21/2023	P0015466	\$655,619.45	Logistics Department	JOHNSON EQUIPMENT COMPANY	TROY PRODUCT RADIO CONSOLES AND REAR COMMAND UNITS	JA2616
6/22/2023	P0015467	\$21,315.00	Operations Department - South	EPIC AVIATION LLC	JET FUEL FOR THE AIR OPS HELICOPTER PROGRAM AT FULLERTON AIRPORT	
6/22/2023	B01873-5	\$21,406.14	Logistics Department	CDW GOVERNMENT	MIMECAST E-MAIL SECURITY SOFTWARE AND SUPPORT	COOPERATIVE
6/22/2023	P0015469	\$94,384.69	Operations Department - South	THINK POD, INC	MOBILE HELICOPTER DIP TANK	SK2611
6/22/2023	B02101-3	\$30,450.00	Logistics Department	MOBILE WIRELESS LLC.	NETMOTION NETWORK PERFORMANCE MONITORING SOFTWARE	
6/22/2023	P0015468	\$271,082.93	Logistics Department	DDL TRAFFIC INC.	OPTICOM VEHICLE PREEMPTION SYSTEM FOR RAM TRUCKS	JA2617
6/26/2023	B02489	\$0.01	Logistics Department	RSSE STRUCTURAL ENGINEERS INC.	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2584
6/26/2023	P0015474	\$66,723.59	Logistics Department	SMALL DOG ELECTRONICS INC	IPADS FOR NEW RAM PICK-UP TRUCKS	RO2620
6/26/2023	P0015450	\$45,500.00	Community Risk Reduction Department	FOUR SEASONS LANDSCAPING	TREE TREATMENTS AND REMOVALS - STARR RANCH	
6/26/2023	P0015470	\$9,514.51	Command & Emergency Planning Div	SOUTHERN CALIFORNIA ERGONOMICS	RADIO/PHONE EQUIPMENT - ECC	
6/26/2023	P0015475	\$5,107.35	Logistics Department	LN CURTIS & SONS	HAND PRIMER PUMPS	
6/26/2023	P0015476	\$50,387.13	Logistics Department	INSIDE EDGE COMMERCIAL INTERIOR SERVICES LLC	ECC FLOORING REPLACEMENT	CA PCC STATUTORY THRESHOLD
6/27/2023	P0015480	\$24,300.00	Operations Department - North	WEBSEDGE LIMITED	FILM FOR IAFC TV BROADCAST	
6/27/2023	B02115-3	\$245,000.00	Logistics Department	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	COOPERATIVE
6/27/2023	B01661-7	\$2,985.41	Logistics Department	ORACLE AMERICA, INC.	ORACLE IFP SOFTWARE UPDATES AND LICENSING	
6/27/2023	P0015477	\$379,244.92	Logistics Department	JOHNSON EQUIPMENT COMPANY	CODE 3 EMERGENCY LIGHTING AND SIRENS	JA2616
6/27/2023	P0015478	\$9,854.13	Logistics Department	HARBOR POINTE A/C & CONTROLS	HVAC CONTROL IMPROVEMENTS FOR BOARDROOM	RO2356
6/27/2023	P0015479	\$30,000.00	Operations Department - South	FOX VALLEY TECHNICAL COLLEGE	PART 139 BASIC ARFF TRAINING	
6/27/2023	P0015481	\$10,580.71	Operations Department - South	S3 DVBE	UNIFORM T-SHIRTS FOR USAR	JA2591
6/28/2023	Q0014393	\$903.26	Logistics Department	GRAYBAR INC	911 CALL BOX INVENTORY	
6/28/2023	Q0014492	\$3,616.63	Logistics Department	GRAYBAR INC	911 NETWORK UPGRADE	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
6/28/2023	Q0014532	\$91,030.48	Logistics Department	APPLOON, THE MURDOCK CORPORATION	A/V SYSTEMS INSTALLATION USAR WAREHOUSE	RO2499
6/28/2023	Q0014783	\$26,904.75	Logistics Department	ITZEN ARCHITECTS	ARCHITECTURAL DESIGN SERVICES FIRE STATION 4	RO2362
6/28/2023	Q0014303	\$5,132.23	EMS & Training Department	KFT FIRE TRAINER, LLC	ASPHALT REPAIRS AT FS39	
6/28/2023	Q0014880	\$15,214.25	Logistics Department	FACILITIES PROTECTION SYSTEMS/ FPS	CLEAN AGENT FIRE SUPPRESSION SYSTEM AT OCFA RFOTC	
6/28/2023	Q0014285	\$4,862.80	Logistics Department	P2S INC.	CLEAN AGENT SYSTEM DESIGN AND ENGINEERING SERVICES	
6/28/2023	Q0014882	\$14,563.75	Logistics Department	PIRZADEH & ASSOCIATES, INC.	CUP MODIFICATION CONSULTING - NORTH 40	
6/28/2023	P0015490	\$78,306.72	Operations Department - South	YAMAHA GOLF CARS OF CALIFORNIA	CUSHMAN SHUTTLE 2 ELITE GOLF CARTS W/ AMBULANCE PK	COOPERATIVE
6/28/2023	Q0014747	\$1,598.00	Human Resources Department	SAFETYSERVE.COM	DEFENSIVE DRIVING COURSE FOR ALL NON-SAFETY OCFA DRIVERS	
6/28/2023	Q0014530	\$1,640.32	Logistics Department	LADD DISTRIBUTION LLC	DEUTSCH CONNECTORS FOR COMM INSTALLS	
6/28/2023	Q0014388	\$14,082.00	Logistics Department	KITCHELL CORPORATION	DISASTER RECOVER FACILITY FEASIBILITY STUDY	
6/28/2023	B02197-3	\$6,500.00	Human Resources Department	ADVANCED WORKPLACE STRATEGIES, INC.	DRUG & ALCOHOL TESTING, PROGRAM ADMIN SUPPORT	
6/28/2023	Q0014429	\$34,621.23	Logistics Department	THINK AI CONSULTING CORPORATION	EMS COMPUTER SYSTEM CONSULTING SERVICES	
6/28/2023	Q012964A	\$598.75	Logistics Department	GEOCON WEST, INC.	GEOTECHNICAL SERVICES FOR THE RFOTC TRAINING GROUNDS IMPROVEMENT PROJECT	
6/28/2023	Q0014618	\$19,620.00	Community Risk Reduction Department	MAP THE POINT	GIS CONSULTING SERVICES FOR TREE PEST GRANT	
6/28/2023	Q0014299	\$4,000.00	Logistics Department	A2Z CONSTRUCT INC.	INSTALLATION OF STEEL STORAGE BUILDINGS FS18	
6/28/2023	Q0014603	\$7,360.00	EMS & Training Department	RED HELMET TRAINING	INSTRUCTORS FOR COMPANY OFFICER TRAINING	
6/28/2023	Q0014389	\$30,574.07	Logistics Department	ATLANTIC RADIO TELEPHONE INC.	PORTABLE SATELLITE PHONES	
6/28/2023	Q013523A	\$3,344.97	Logistics Department	GILLIS + PANICHAPAN ARCHITECTS, INCORPORATED	PRE-CONSTRUCTION A&E SUPPORT SERVICES FOR OCFA STATIONS 14, 16, 32 AND 53	RO2362
6/28/2023	Q013100A	\$152,635.01	Logistics Department	GRIFFIN STRUCTURES INC	PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR OCFA STATIONS 14 & 16 (SILVERADO) AND 32 & 53 (YORBA LINDA).	RO2362
6/28/2023	Q013902	\$14,919.95	Logistics Department	TRIAD CONSULTING & SYSTEM DESIGN GROUP	ACCESS CONTROL SYSTEM DESIGN & ENGINEERING	
6/28/2023	Q13170A	\$6,000.00	Logistics Department	BOA ARCHITECTURE -Black O'Dowd and Associates	PLANNING, DESIGN, CONSTRUCTION PROJECT SUPPORT SERVICES FOR FIRE STATION 41 CONSTRUCTION PROJECT	
6/28/2023	Q014009	\$544,656.83	Logistics Department	HMC GROUP	ARCHITECTURAL ENGINEERING AND CONSTRUCTION SUPPORT SERVICES FOR RFOTC TRAINING GROUNDS EXPANSION PROJECT.	RO2362
6/28/2023	Q013170A	\$67,400.00	Logistics Department	BOA ARCHITECTURE -Black O'Dowd and Associates	PLANNING, DESIGN, CONSTRUCTION PROJECT SUPPORT SERVICES FOR FIRE STATION 41 CONSTRUCTION PROJECT	RO2362
6/28/2023	Q013928	\$62,312.03	Logistics Department	DUDEK & ASSOCIATES	INITIAL STUDY CEQA COMPLIANCE; TRAINING GROUNDS	SK2460
6/28/2023	Q014229	\$3,000.00	Logistics Department	BRANDOW & JOHNSTON	CIVIL ENGINEERING SERVICES FS65	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
6/28/2023	Q013113A	\$456,650.84	Logistics Department	EMERGENCY VEHICLE GROUP, INC	PURCHASE OF ONE (1) HAZARDOUS MATERIALS SUPPORT VEHICLE	JA2384
6/28/2023	Q0014756	\$2,414.47	Logistics Department	MALLORY SAFETY AND SUPPLY LLC	NUPLA ITEMS FOR STOCK	
6/28/2023	Q0014602	\$8,081.25	Operations Department - South	PRATT & WHITNEY CANADA	DAA LETTER	
6/28/2023	Q0014885	\$11,572.35	Logistics Department	KFT FIRE TRAINER, LLC	FIRE TRAINING EQUIPMENT MAINTENANCE FOR RFOTC TRAINING TOWER	
6/28/2023	Q0014768	\$3,122.36	Logistics Department	CDW GOVERNMENT	MDC IPAD TEST UNITS	
6/28/2023	Q0014431	\$2,844.18	Logistics Department	CDW GOVERNMENT	DATA CENTER BACKUP TAPES	
6/28/2023	Q0014634	\$56,524.67	Logistics Department	NEUROTH CONSTRUCTION INC	TENANT IMPROVEMENTS AT OCFA FIRE STATIONS 32 & 53	RO2516
6/28/2023	Q0014876	\$24,996.70	Logistics Department	FERREIRA CONSTRUCTION CO, INC	UPS SYSTEM UPGRADE AT OCFA RFOTC	RO2512B
6/28/2023	Q0014392	\$3,281.80	Logistics Department	GRAYBAR INC	WIRELESS AP CEILING MOUNTS	
6/28/2023	Q0014491	\$1,014.56	Logistics Department	GRAYBAR INC	WIRELESS AP CEILING MOUNTS PROJECT - FS41	
6/28/2023	Q0014563	\$4,794,024.97	Logistics Department	SUTPHEN CORPORATION	PURCHASE OF THREE (3) MID MOUNT TRUCKS	JA2500
6/28/2023	Q0014573	\$4,476,480.57	Logistics Department	KME FIRE APPARATUS	PURCHASE OF THREE (3) REAR MOUNT TRUCKS	JA2507
6/28/2023	Q0014808	\$1,492,160.19	Logistics Department	KME FIRE APPARATUS	PURCHASE OF ONE (1) REAR MOUNT TRUCK	JA2507
6/28/2023	Q0014840	\$935.27	Operations Department - North	LINEGEAR FIRE & RESCUE	UNIFORM SHIRT FOR HAZMAT TEAM	
6/28/2023	P0015483	\$19,705.91	Logistics Department	CONSOLIDATED STORAGE COMPANIES	HEAVY DUTY RACK SHELVES FOR SERVICE CENTER	
6/28/2023	P0015485	\$7,368.53	Logistics Department	HILL'S BROS. LOCK & SAFE INC.	PANIC HARDWARE ON DOORS - INSTALLATION	
6/28/2023	Q0014878	\$794,110.54	Logistics Department	KME FIRE APPARATUS	PURCHASE OF ONE (1) TYPE I ENGINE	JA2373
6/28/2023	Q0014881	\$157,099.04	EMS & Training Department	LOS ANGELES FREIGHTLINER	2024 FREIGHTLINER M2 CREW CAB BOX TRUCK	JA2540
6/28/2023	P0015487	\$4,463.00	Logistics Department	DELL MARKETING, L.P.	LAPTOP FOR WILDLAND PLANNING	COOPERATIVE
6/28/2023	Q013935	\$947,487.83	Logistics Department	ROSENBAUER MINNESOTA, LLC	PURCHASE OF ONE (1) HEAVY RESCUE VEHICLE	JA2440
6/28/2023	Q0014762	\$3,524.28	Logistics Department	GRAYBAR INC	MCU AMP MODULES FOR EMERGENCY ALERTING SUPPLIES	
6/28/2023	Q013957	\$5,520.28	Operations Department - South	SPECOPS GROUP INC	X3FINDER HEARTBEAT & RESPIRATION DETECTION SYSTEM	
6/28/2023	Q014039	\$2,549.36	Operations Department - South	LINEGEAR FIRE & RESCUE	SALOMON BOOTS FOR AIROPS	
6/28/2023	Q014189	\$1,941,260.96	Logistics Department	ROSENBAUER MINNESOTA, LLC	PURCHASE OF TWO (2) HAZARDOUS MATERIALS VEHICLES	JA2463
6/29/2023	B01768-6	\$38,400.00	Logistics Department	COUNTY OF ORANGE/TREASURER-TAX COLLECTOR	900 MHZ PAGING SYSTEM ACCESS	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	FormalSolicitationNumber
6/29/2023	B02333-1	\$15,000.00	Corporate Communications	CONTACT MONKEY, INC.	INTERNAL COMMUNICATIONS EMAIL METRICS - GATHER TWO-WAY FEEDBACK THROUGH PULSE SURVEYS AND COMMENTS	
6/29/2023	P0015492	\$124,241.20	Logistics Department	ALLSTAR FIRE EQUIPMENT	SUPER VAC BATTERY POWERED VENTILATION FANS	JA2573
6/29/2023	P0015493	\$4,640.09	Logistics Department	PETROGEN INTERNATIONAL, LTD.	TOOLS AND EQUIPMENT FOR HEAVY RESCUE 6	JA2579
6/29/2023	P0015491	\$8,905.02	Operations Department - South	ELITE MOTORSPORTS, INC.	UTILITY TRAILERS FOR GOLF CART TRANSPORT	
6/30/2023	B01762-6	\$10,000.00	Logistics Department	GEAR ONE ENTERPRISE CORPORATION	END OF LIFE SUPPORT FOR SERVER & NETWORK HARDWARE	
6/30/2023	B01643-7	\$1,209.60	Logistics Department	GT SOFTWARE, INC.	NETCOBOL SOFTWARE MAINTENANCE AND SUPPORT	
6/30/2023	B01517-9	\$10,000.00	Logistics Department	COMMERCIAL RESTAURANT SERVICE	WOLF RANGE REPAIR SERVICES	



# Orange County Fire Authority AGENDA STAFF REPORT

# Executive Committee Meeting September 28, 2023

Agenda Item No. 2E Consent Calendar

## **Annual Investment Report**

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

## **Summary**

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

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

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

## **RECOMMENDED ACTION(S)**

In compliance with Section 18.2 of the Orange County Fire Authority's Investment Policy, receive and file the report.

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

Not Applicable.

## **Fiscal Impact**

Not Applicable.

## **Background**

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

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

## Attachment(s)

Annual Investment Report for Fiscal Year 2022/23

# Orange County Fire Authority Annual Investment Report Fiscal Year 2022/23 Treasury and Financial Planning



The Annual Investment Report for the fiscal year ended June 30, 2023, fulfills the requirements of Section 18.2 of the Authority's Investment Policy ("the Policy"). The Annual Report is a review of the last twelve months of investment activity by the Treasurer.



1-3	I	Portfolio Performance and Comparison to Benchmark
4	I	Review of Trends Regarding the Size of the Portfolio
5-6	I	Investment Risk in the Portfolio
7-9	I	Composition of the Portfolio
10	I	GASB 31 Impacts
11	I	Investment Income
12	I	Anticipated Investment Activity in the Next Fiscal Year

13 | Treasurer's Certification



## PORTFOLIO PERFORMANCE AND COMPARISON TO BENCHMARKS

OCFA's portfolio return outperformed all Treasury benchmarks until mid-year and outperformed the Local Agency Investment Fund (LAIF) until May, as listed in the comparison table below.

At the beginning of Fiscal Year 2022/23, the economy continued its recovery from the remnants of pandemic related issues contributing to supply shortages and price increases in a variety of wholesale and consumer products. The economy was also dealing with Federal Reserve rate increases, the continuing conflict between Russia and Ukraine, and the increasing cost of gasoline. Inflation began the fiscal year at near 8.5% year-to-year and ended at 3.0% year-to-year. The unemployment rate held steady throughout the fiscal year, beginning at 3.5% in July 2022 and ended the fiscal year at 3.6%, reaching a high of 3.7% and a low of 3.4%. The Federal Reserve raised interest rates a total 350 basis points over 7 meetings to bring the target Fed Funds rate at June 30, 2023 to 5.00% - 5.25%. This is the highest level in 16 years. OCFA's portfolio began the fiscal year with an effective rate of return of 0.90% and ended with a return of 3.32%, an increase of 242 basis points. Fed actions allowed for Treasury rates to quickly rise throughout the fiscal year. The portfolios of both OCFA and LAIF lagged the bond market due to their maturity structure. Overall, actual portfolio earnings exceeded the final budget projection for the fiscal year due to higher than anticipated cash balances and interest rates.

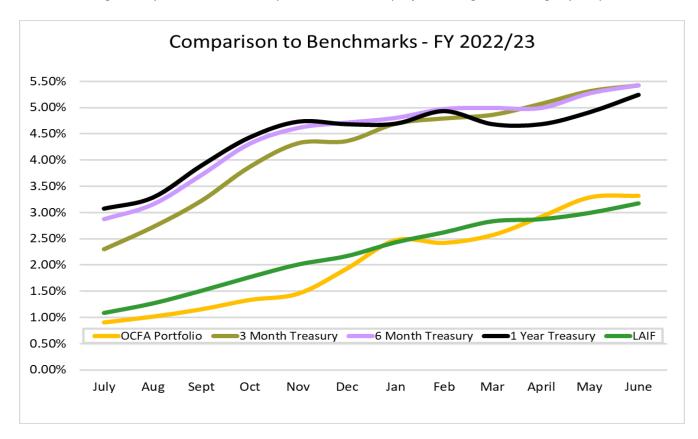
	OCFA Portfolio						Benchmark Comparisons			
		Days to	Effective	3 Month	6 Month	1 Year				
Month-End	Market Value	Maturity	Yield	Treasury	Treasury	Treasury	LAIF			
July	189,543,226	25	0.90%	2.30%	2.87%	3.07%	1.09%			
August	160,477,812	22	1.01%	2.72%	3.15%	3.28%	1.27%			
September	139,278,194	17	1.15%	3.22%	3.71%	3.89%	1.51%			
October	115,069,664	30	1.33%	3.87%	4.31%	4.43%	1.77%			
November	127,412,121	29	1.45%	4.32%	4.61%	4.73%	2.01%			
December	248,909,276	24	1.93%	4.36%	4.71%	4.68%	2.17%			
January	227,189,423	29	2.47%	4.69%	4.80%	4.69%	2.43%			
February	202,791,784	29	2.42%	4.79%	4.97%	4.93%	2.62%			
March	212,294,996	24	2.57%	4.86%	4.99%	4.68%	2.83%			
April	274,225,115	51	2.92%	5.07%	4.99%	4.68%	2.87%			
May	272,023,909	48	3.29%	5.31%	5.27%	4.91%	2.99%			
June	251,987,951	41	3.32%	5.42%	5.42%	5.24%	3.17%			
Fiscal Year Average	201,766,956	31	2.06%	4.24%	4.48%	4.43%	2.23%			



## PORTFOLIO PERFORMANCE AND COMPARISON TO BENCHMARKS

The following chart compares the Authority's monthly portfolio performance with benchmarks including 3-month, 6-month, and 1-year Treasuries as well as LAIF. OCFA's portfolio yield had a similar performance to LAIF and did not equal or exceed the Treasury benchmarks. In April, the OCFA yield climbed above 3% with LAIF climbing above that same 3% mark in June. This marked the first time those yields were achieved since the 4<sup>th</sup> quarter of FY 2007/08.

- During FY 2022/23, Treasury yields climbed as the Federal Reserve continued to raise interest rates in its effort to combat inflation. At the end of June 2023, the 3-month Treasury was about 388 basis points higher, year-over-year.
- LAIF's return tends to lag the market in rising/declining interest rate environment due to their maturity structure. As such, LAIF's return nearly mirrored that of the OCFA's portfolio while it remained lower than all three of the Treasury benchmarks throughout the fiscal year.
- In FY 2022/23, OCFA kept investments primarily in Federal Agency securities and LAIF in roughly the first half of the year. This provided the best yield and liquidity mix, but as yields on Treasuries began to climb, the diversification between Federal Agencies, Treasuries, and LAIF became more evenly distributed. Interest rates are expected to slowly rise in the coming months before leveling off and stabilizing in early 2024. The OCFA's portfolio return is projected to grow and slightly outperform LAIF.

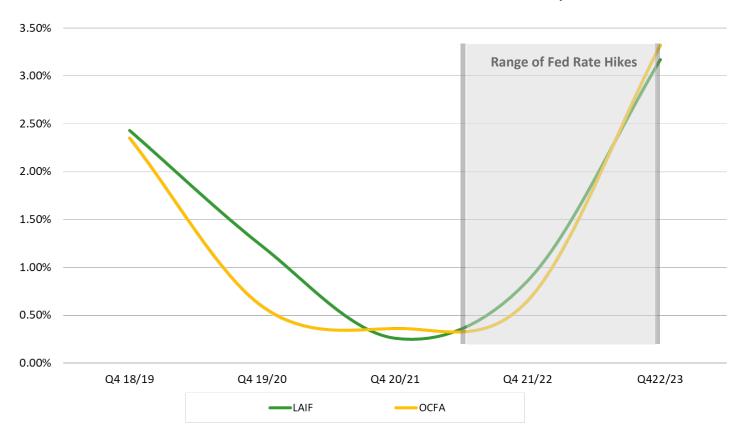




## **PORTFOLIO PERFORMANCE AND COMPARISON TO BENCHMARKS**

The following chart provides a 5-year history of the Authority's portfolio yield from FY 2018/19 through FY 2022/23 compared to a 5-year history of LAIF's yield. As demonstrated with this historical view, OCFA's portfolio yield performs similarly to LAIF.

## OCFA & LAIF Portfolio Yields - 5 Year History





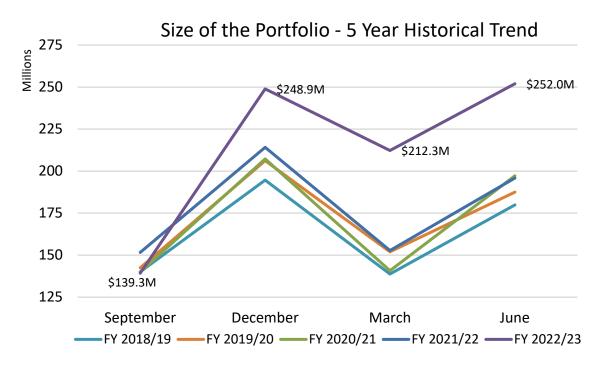
## REVIEW OF TRENDS REGARDING THE SIZE OF THE PORTFOLIO

## Portfolio balances during FY 2022/23 were higher than FY 2021/22

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

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

The following chart provides a 5-year history of the size of the OCFA's portfolio. During the last five fiscal years, portfolio balances have been rising gradually due to higher revenues, steady increase in the General Fund cashflow reserve and the Worker's Compensation Fund reserve. Portfolio balances in FY 22/23 were higher due to revenue coming from stronger property tax revenue along with property tax revenue growth, as well as higher interest income due to the increase in interest rates, QRF and FIRIS payments, and a larger volume of reimbursements related to recent brush fire activity. It should be noted, however, that the balances shown below represent **total portfolio balance** as opposed to **fund balance available**. Portfolio balance is always higher than fund balance because the portfolio includes cash and investments that are already committed to various contracts and purchase orders or that are reserved for future obligations.





## INVESTMENT RISK IN THE PORTFOLIO

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

## Credit (Default) Risk

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

- Limiting investments to the safest types of securities and highest quality issuers.
- Specifically excluding investments in equities, corporate bonds, derivatives, reverse repurchase agreements and financial futures or options.
- Avoiding investment in issuers placed on negative credit watch or with current events that involve negative financial implications.
- Pre-qualifying financial institutions and broker/dealers for competitive bidding of individual investment transactions.
- Diversifying investments so that potential losses on individual securities will be minimized.
- Reviewing monthly reports from the State Treasurer's Office regarding LAIF's performance.
- Requiring collateralization of demand deposits and certificates of deposit. US Bank, as OCFA's bank, (and previously Union Bank MUFG through May 26, 2023) complies with all collateralization requirements for demand deposits.
- Safekeeping investments by separate agreement with a third-party qualified custodian.



## INVESTMENT RISK IN THE PORTFOLIO

## **Market Risk**

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

## **Interest Rate Risk**

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

OCFA's portfolio reflected an average maturity under one year throughout FY 2022/23.

The interest rate risk is managed by investing in a mix of short-term investments timed for maximum cash flow coverage, liquid investments such as LAIF and overnight sweep accounts for immediate cash flow coverage, and longer-term investments with a consistent return.

# **Liquidity Risk**

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



## COMPOSITION OF THE PORTFOLIO

## **Authorized Investments**

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

# OCFA's portfolio only included those investments authorized in Section 10 of the Policy in FY 2022/23.

# **Portfolio Diversification**

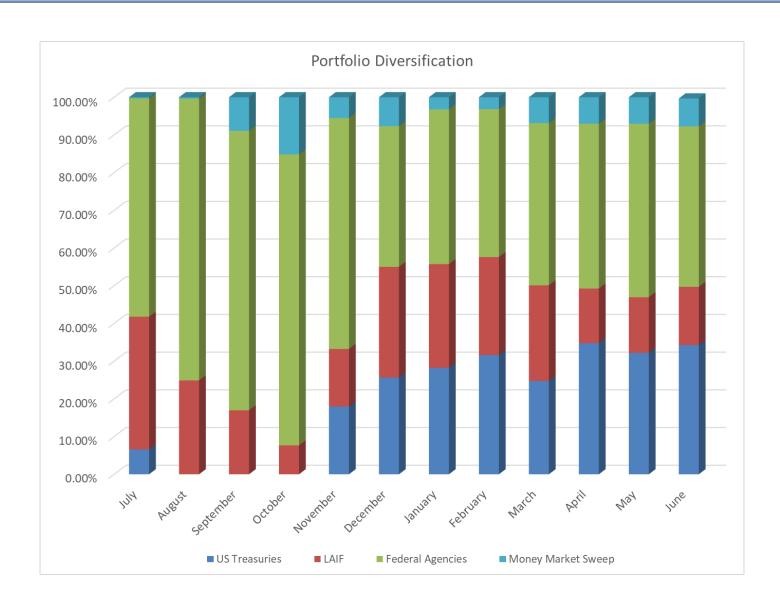
Section 15.1 of the Policy sets parameters for portfolio diversification. OCFA's portfolio shall not be invested in a single security type or in a single financial institution/pool in excess of 15% of the total investment portfolio, except for the following:

U.S. Treasury Securities	100%
Local Agency Investment Fund	75%
Federal Agency Securities	75%
Bankers' Acceptances	25%
Negotiable CD's	25%

Throughout FY 2022/23 OCFA's portfolio complied with portfolio diversification requirements as stated in Section 15.1 of the Policy, except for the month of October 2022 which was noted in the October investment report. During that reporting period, several large unanticipated expenditures required the drawdown of funds from LAIF, resulting in the percentage invested in Federal Agencies to exceed the 75% threshold. This was resolved in November.



# **COMPOSITION OF THE PORTFOLIO**





## **COMPOSITION OF THE PORTFOLIO**

	U.S. Treasury Securities	LAIF	Federal Agencies	Commercial Paper	Money Market Mutual Funds	Total Portfolio
Maximum	100%	75%	75%	15%	15%	
FY Average	19.68%	21.08%	53.18%	0.00%	6.06%	100%

# **Maturity Diversification**

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

OCFA's portfolio complied with maturity diversification requirements as stated in Section 15.3 of the Policy throughout FY 2022/23, except for the month of October 2022 which was noted in the October investment report. During that time frame, several large unanticipated expenditures required the drawdown of funds from LAIF, resulting in the short-term portion of the portfolio to drop below the 50% threshold. This was resolved in November.

# **Market Value**

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



## **GASB 31 IMPACTS**

## What is GASB 31?

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

## **How Does GASB 31 Impact OCFA's Portfolio?**

On June 30, 2023, all of the Authority's investments were reported at fair value in compliance with GASB 31 guidelines. The fair value reporting of OCFA's investments resulted in a net decrease of \$5,355,652.25 to book value. This fair value adjustment is for financial statement reporting only.

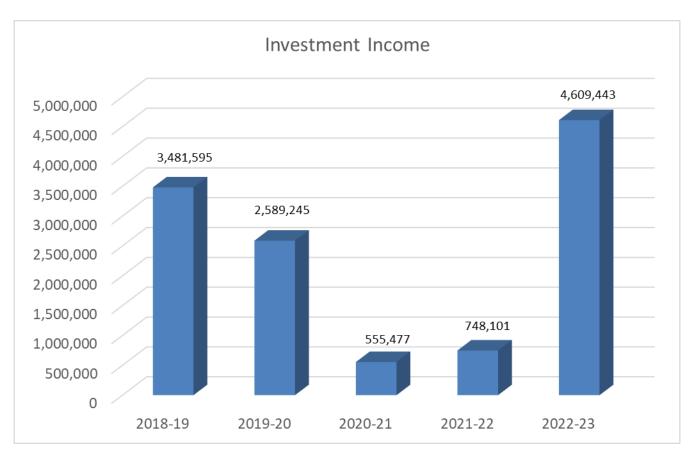
Under GASB 31 guidelines, investment income is similarly increased/decreased for financial statement purposes. Investment income is impacted by the change in fair value of the investments from the beginning to the end of the reporting period. OCFA previously recognized and reported a decrease to investment valuation at June 30, 2022 of \$5,355,652.25. Fluctuations in the marketplace have negligible effect on our long-term investment yield because it is our policy to hold investments to maturity. However, adjusting to market values as required by GAAP resulted in a decrease in recorded interest earnings of \$156,930.40. This amount was recognized and recorded to investment earnings as of June 30, 2023, to reflect the decrease of \$5,512,582.65 in fair value of the investments at the end of the fiscal year.

GASB 31 Adjustment to Books – Beginning of year/loss	\$ (5,355,652.25)
Net Change/decrease to Investment Earnings	\$ (156,930.40)
GASB 31 Adjustment to Books – End of year/loss	\$ (5,512,582.65)



## **INVESTMENT INCOME**

Portfolio investment income in FY 2022/23 amounted to \$4,609443 (pre-GASB 31 adjustment) compared to \$748,101 in FY 2021/22. The increase in investment income was due to several factors which affected bond yields. The prior fiscal year ended with a 150 basis-point rate increase in the Fed Funds rate. This rate increase process continued into FY 2022/23 which resulted in significant investment opportunities to increase investment income. The Federal Reserve inflation fighting policy continued in FY 2022/23 with a total 350 basis point increase spread over 7 meetings. The effective yield for the OCFA portfolio was 2.06% in FY 2022/23 compared to 0.43% in FY 2021/22. This increase in the overall effective yield from the prior year was consistent with the overall bond market performance.





## ANTICIPATED INVESTMENT ACTIVITY IN THE NEXT FISCAL YEAR

Cash forecasts for FY 2023/24 are based primarily on the FY 2023/24 Adopted Budget. OCFA's Adopted Budget reflects revenues which are in balance with expenditures for the year, and the Budget will enable OCFA to sustain its reserves at the Board-mandated policy level. It is anticipated that the CIP Reserves will continue to be spent down this year on planned projects. The portfolio's balance is expected to decrease during the first quarter of the FY 2023/24 and will begin to increase in November and December when secured property tax payments are received.

In addition, economic data suggests growth will slow but remain positive, job growth will cool slightly while the labor market remains strong. Inflation looks to be easing with core levels still above the Fed's 2% target. Interest rates are expected to remain higher throughout FY 2023/24. This should allow for a consistent bond yield with interest income in line with projections.



## TREASURER'S CERTIFICATION

"As Treasurer of the Orange County Fire Authority, I certify that I have complied with the annual Investment Policies adopted by the Board of Directors and effective January 1, 2022 and January 1, 2023."

Patricia Jakubiak

Treasurer



# Orange County Fire Authority AGENDA STAFF REPORT

# **Executive Committee Meeting September 28, 2023**

Agenda Item No. 2F Consent Calendar

# Award of Contract for Mobile Computer Aided Dispatch Program RFP RO2596

Contact(s) for Further Information Jim Ruane, Assistant Chief Logistics Department	jimruane@ocfa.org	714.573.6801
Joel Brodowski, IT Division Manager Logistics Department	joelbrodowski@ocfa.org	714.573.6421
Kevin Fetterman, Division Chief Emergency Command Center	kevinfetterman@ocfa.org	714.573.6554

## **Summary**

This agenda item is submitted for approval to award a five-year agreement for a Mobile Computer Aided Dispatch (Mobile CAD) program to Tablet Command, Inc. (Tablet Command). Tablet Command is the top-ranked firm resulting from a competitive Request for Proposal process.

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

None.

## RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to issue a blanket order for a five-year term for a Mobile Computer Aided Dispatch program based on the pricing provided in the Best and Final Offer (BAFO) for an annual contract amount of \$202,000 for the first year and increases not to exceed 5% annually for years two through five.

## **Impact to Cities/County**

None.

## **Fiscal Impact**

Funding for this contract is included in the FY 23/24 IT Division Budget. Funding for future years will be provided in future operating budgets.

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

## **Background**

OCFA currently utilizes ruggedized, purpose-built, Mobile Digital Computers (MDCs) in all Emergency Apparatus including Fire Trucks, Engines, and Command Vehicles. The MDCs utilize a Mobile CAD Program that Operations personnel in OCFA emergency apparatus use to interact with the CentralSquare (CS) Computer Aided Dispatch (CAD) system. This allows continuous two-way communications of incident information between the OCFA' 9-1-1 dispatchers in the Emergency Command Center (ECC) and Operations personnel.

OCFA is replacing its MDCs with Apple iPad computers. The current Mobile CAD program OCFA uses is not compatible with the Apple iPad computers, therefore a new Mobile CAD Program, TabletCommand, which is fully compatible with iPads, was selected through a competitive RFP process as best meeting the needs of OCFA Operations. Additionally, the TabletCommand program provides additional functionality for OCFA command staff to manage incidents, as well as track and account for all personnel assigned to an emergency incident.

## Request for Proposals (RFP) Process

On January 4, 2023, OCFA solicited competitive proposals (RFP RO2596) in accordance with Section 1-18 of the OCFA Purchasing Ordinance for a Mobile Computer Aided Dispatch program. On February 22, 2023, proposals from Tablet Command and Central Square Technologies were received.

## **Evaluation**

An evaluation team consisting of four staff members evaluated the written proposals to determine which Firm offers the best value (as defined in Section 1-15(1) of the Ordinance). Each proposal was evaluated based on the following weighted criteria as defined in the RFP: Method of Approach (35), Technical Abilities (20), Qualifications and Experience (20), and Pricing (25). After an evaluation of the written proposals, Tablet Command, Inc. was ranked as the highest overall proposer.

Staff was able to view the Tablet Command solution currently in use at another local fire agency. At the time of evaluation, the solution offered by Central Square Technologies was not available, nor were there any other agencies utilizing it. The Tablet Command solution included capabilities such as incident command organization that were not offered by Central Square. As such, the final evaluation scores confirmed Tablet Command as the number one ranked vendor overall. Evaluation scores are provided as Attachment 3.

## Best and Final Offer (BAFO)

In order to provide OCFA information regarding additional functionality, software features, and pricing consideration, a Best and Final Offer was requested from Tablet Command. Tablet Command submitted their BAFO dated August 1, 2023 providing the option for unlimited user licenses for notification/alerting capabilities at no cost, and additional pricing information for the option of integrating the OCFA Staffing Program with the mobile platform. OCFA staff reviewed the specifications for Staffing Program integration, and determined that it would meet OCFA's needs.

### Conclusion and Recommendation for Award

Based upon the evaluation results, staff is recommending contract award to Tablet Command, Inc. for an amount not to exceed \$202,000 for the first year and up to 5% increases annually for maintenance and support for years two through five. In the event additional customization is determined to be necessary after completion of Phase 1 Project Planning, staff would return to the Board for consideration of a request for additional project funding and contract cost.

#### Attachment(s)

- 1. Request for Proposals RO2598
- 2. Proposed Professional Services Agreement inclusive of Proposal from Tablet Command, Inc. and Best and Final Offer dated August 1, 2023
- 3. Evaluation Results



## ORANGE COUNTY FIRE AUTHORITY

# REQUEST FOR PROPOSAL MOBILE COMPUTER ASSISTED DISPATCH PROGRAM

January 4, 2023 RFP Number: RO2596

The Orange County Fire Authority (OCFA) is requesting proposals (RFP) from firms for a Mobile Computer Assisted Dispatch (Mobile CAD) computer program that will provide a real-time interface and two-way mobile communication capability for Fire Emergency Personal with the OCFA's CAD system. The Mobile CAD program must be fully compatible with and operate on an Apple iOS / iPad tablet computer. The Mobile CAD will replace the OCFA's existing Mobile CAD program that operates on ruggedized laptop type Mobile Data Computers (MDC) and Microsoft Windows Operating System.

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) on Wednesday, February 8, 2023.

#### LATE SUBMITTALS WILL NOT BE ACCEPTED.

A non-mandatory pre-proposal conference is scheduled on **Wednesday**, **January 25**, **2023 at 11:00 A.M.** at the Orange County Fire Authority Regional Operations and Training Center, 1 Fire Authority Road, Irvine, CA 92602.

Any questions concerning this Request for Proposals (RFP) can be submitted online via the Q&A module available through PlanetBids before **Wednesday**, **January 25**, **2023 at 5:00 P.M.** OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

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

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## **SECTION I: PROPOSAL INFORMATION**

#### 1.1 DEFINITIONS

**CAD:** Computer assisted dispatch **COTS**: Commercial off the shelf **OCFA:** Orange County Fire Authority

Mobile CAD: Mobile Computer Aided Dispatch

**MDC:** Mobile Data Computer **RFP:** Request for Proposals

#### 1.2 INTRODUCTION

OCFA is requesting proposals to establish a professional services agreement for the purchase and implementation of a COTS Mobile CAD software program that satisfies or exceeds the functional requirements as detailed in this RFP. The proposed Mobile CAD solution must provide real-time two-way interface and communication with the OCFA's Central Square Enterprise CAD system, and must be fully compatible with COTS Apple iOS / iPad hardware that will be installed in OCFA emergency vehicles and apparatus. It is also highly desirable that the proposed Mobile CAD software program also provide personnel accountability and incident management functionality.

#### 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. OCFA serves the following jurisdictions responding to approximately 210,000 9-1-1 calls and 162,000 emergency incidents annually:

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 San Clemente Laguna Hills Yorba Linda Laguna Niguel San Juan Capistrano County of Orange

#### 1.4 ESTIMATED RFP SCHEDULE

Request for Proposal Issue Date
Pre-Proposal Conference (non-mandatory)
Deadline to submit questions through Online Q&A

Proposal Due Date

Evaluation of Proposals

Vendor Interviews (If deemed necessary)

Contract Award

January 4, 2023 January 25, 2023

January 25, 2023 5:00 PM

February 8, 2023 no later than 11:00 a.m.

February 2023 March 2023 March 2023

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

#### 1.5 TERM OF AGREEMENT

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

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

## 1.6 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference is scheduled on **11:00AM**, **Wednesday**, **January 25**, **2023** at the Orange County Fire Authority Regional Operations and Training Center: 1 Fire Authority Road, Irvine, CA 92602. 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. If you will be attending this pre-proposal, please contact Rothchild Ong via e-mail at: <a href="mailto:rothchildong@ocfa.org">rothchildong@ocfa.org</a> telephone at: (714) 573-6642 to reserve your spot.

#### 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 **Wednesday**, **January 25**, **2023 at 5:00 P.M**. 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, February 8, 2023. Late proposals will not be accepted.

## 1.10PROPOSAL SUBMITTAL

#### Paper Proposals

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

## **Delivery Address:**

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: <a href="http://www.planetbids.com/portal/portal.cfm?CompanyID=14773">http://www.planetbids.com/portal/portal.cfm?CompanyID=14773</a>

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.

#### 1.11GENERAL INFORMATION

The successful proposal(s) will be one that demonstrates 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 the successful Offeror will satisfy all of the objectives and service specifications outlined in this document.

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

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

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

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

## SECTION II: SCOPE OF WORK

#### 2.1 PROJECT BACKGROUND

OCFA currently utilizes MDCs in all Emergency Apparatus including Fire Trucks, Engines, and Command Vehicles to operate the CentralSquare Enterprise CAD Mobile CAD computer program. The Mobile CAD program runs on the MDCs which are purpose-built for public safety use. OCFA's MDCs are ruggedized laptops that utilize the Windows Operating Systems and connect via mobile LTE routers and a secure wireless connection to the OCFA's 9-1-1 Dispatch Emergency Command Center (ECC) and the OCFA's CAD system. The Mobile CAD program provides a two-way, real-time interface and communication capability for responding crews. It allows crews to be alerted to incidents, get optimized street routing directions to the incident, have access to incident and patient information, and situational awareness information such as traffic impedances, hazardous chemicals, hospital status, satellite imagery, special area maps, and other important data. Very important is the ability of Crews to provide status alerts on the Mobile CAD program to the ECC including Available on Radio (AOR), At Scene, In Transit, At Hospital, Out of Service, etc. The OCFA currently has 200+ MDCs deployed in its fleet.

#### 2.2 PROJECT OBJECTIVES

The intent of this solicitation is to award a professional services agreement to the Offeror who proposes a Mobile CAD program that most effectively interfaces with the Central Square Enterprise CAD system and is fully functional on COTS Apple iOS / iPad tablet computers. The new program must meet or exceed the required features in 2.5.1 below, and meet or exceed the functions of the current Mobile CAD system utilized at OCFA. Additionally, the new program should provide tools for OCFA command staff to manage incidents and to track and account for all personnel assigned to an incident.

#### 2.3 MINIMUM QUALIFICATIONS

Offeror and Offeror's principal staff assigned to the account must possess five (5) or more years' experience in providing software design and programing, as well as ongoing technical support for comparable systems. Minimum qualifications the firm(s) shall demonstrate are:

- Knowledge of programs and workflows that support emergency communications and systems.
- Professional license(s) and/or certification(s) as required for the type of service requested.
- Offeror and any subcontractors must be able to meet OCFA insurance requirements as provided.
- Offeror and any subcontractors must not be under suspension or debarment by any state or federal government agency.
- Offeror and any subcontractors must have knowledge of and experience with CentralSquare Enterprise Computer Aided Dispatch (CAD) system, Mobile CAD program, and mobile software tools utilized by Fire Dept. Operations personnel.
- Offeror must have a fully supported Mobile Data Computer (MDC) program that works on Apple iOS / iPad.
- Offeror must have an established user base of their MDC program.
- Offeror must have resources and ability to provide ongoing system support, troubleshooting, and technical updates as needed to maintain the technical currency of the solution.

The Respondent must state specifically in the descriptive narrative how your firm meets the minimum qualifications specified above. Firm's proposal must be valid for not less than one-hundred eighty (180) days after the due date.

#### 2.4 CONTRACTOR RESPONSIBILITIES

#### 2.4.1 GENERAL

The selected firm will be responsible for the design, programming, implementation, project management, and provision of ongoing technical support as needed to meet the project objectives and desired features.

#### 2.4.2 PERFORMANCE REQUIREMENTS

The selected firm will be responsible for the design, programming, implementation, project management, and provision of ongoing technical support as needed to meet the project objectives and desired features as stated in subsection 2.2 Objectives and following sub-section 2.5.2 Requested Features.

<u>Standards for Deliverables:</u> The Consultant's design, specifications, drawings, and related documents shall meet the requirements and standards of the OCFA and represent industry standards for public agency enterprise applications.

<u>Project Management:</u> The Consultant will provide project management to insure fulfillment of this Scope within budget and schedule. The Consultant will be expected to provide continuous quality assurance and quality control of the project activities. The Consultant will be responsible to prepare the initial project schedule outlining all tasks, durations, and milestone dates, and provide all resources as required to keep the project on schedule and within budget.

<u>Implementation Requirements:</u> The successful offeror is expected to participate in the deployment of the mobile CAD program hardware and software solution, including, and provide materials, curricula, and training necessary to prepare OCFA technical (IT) and functional (end users) personnel to utilize the solution.

<u>Annual Contract:</u> OCFA may establish an annual contract for ongoing support services, system enhancements, new integrations, etc. The term of the contract, if issued, is anticipated to be for ONE year with up to four optional one-year renewal periods.

## 2.4.3 PERSONNEL

Contractor shall provide personnel that have been trained for performance of the specified services.

The Contractor shall ensure sufficient staffing levels to provide the services described herein.

#### 2.4.4 SERVICE PROCEDURE

Contractor shall provide services based upon project objectives as provided herein.

#### 2.5 DELIVERABLES

The Offerors proposed solution must be operational 24/7/365 for the OCFA's first-responders who will be the primary users of the program. The Mobile CAD Program must be scalable and fully functional with no degradation of performance regardless of the number of active clients at any given time. The Offeror must have industry proven experience interfacing their Mobile CAD Program with the Central Square Enterprise CAD system. The Offeror's proposed software must be fully functional on COTS Apple iOS / iPad tablet computers and must meet or exceed existing Mobile CAD functionality of the current MDC solution utilized at OCFA. The Offeror's proposed solution should provide tools for OCFA command staff to manage incidents and to track and account for all personnel assigned to an incident. The Offeror shall include a detailed project plan in their proposal for the installation of the proposed Mobile CAD program, testing, go-live and acceptance of the new system. The Offeror's proposal shall also include implementation services, technical and end-user training of the new system, ongoing support services and related technical services. All responses to include listed length of warranties, after warranty support, onsite training, projected end-of-life software, installation and all associated costs.

#### 2.5.1 REQUIRED FEATURES

## 2.5.1.1 <u>Minimum requirements to provide a Mobile CAD program:</u>

#### TECHNICAL AND FUNCTIONAL REQUIREMENTS

- 2.5.1.1.1 Support real-time bi-directional connectivity with Central Square Enterprise CAD
- 2.5.1.1.2 Show basic Incident information from the CAD
- 2.5.1.1.3 Ability to route units to incident location
- 2.5.1.1.4 Ability to put unit Out Of Service (OOS)
- 2.5.1.1.5 Ability to show all Radio Frequencies for an Incident
- 2.5.1.1.6 Ability to Customize
- 2.5.1.1.7 Stage Away Warning Indicator
- 2.5.1.1.8 Dynamic Unit Status buttons
- 2.5.1.1.9 Filter CAD Comments
- 2.5.1.1.10 Display CAD Premise Information
- 2.5.1.1.11 Display HazMat information w/ Warning
- 2.5.1.1.12 Utilize OCFA ESRI Enterprise Map Feature and Imagery Services
- 2.5.1.1.13 iOS Push Notifications for Incident Dispatch
- 2.5.1.1.14 Retain Incident Information when disconnected
- 2.5.1.1.15 Ability to roster personnel on to Unit
- 2.5.1.1.16 Provide personnel accountability and incident command functions

## 2.5.1.2 Minimum desired requirements to provide a Mobile CAD program:

- 2.5.1.2.1 Allow for ECC to 'pin' important comments
- 2.5.1.2.2 Ability to show closest 3 hospitals
- 2.5.1.2.3 Ability to choose Hospital for ERH status
- 2.5.1.2.4 Ability to force Application focus
- 2.5.1.2.5 Remote device application support
- 2.5.1.2.6 Ability to direct link to Special Area Maps (SAM) pdf for incident location (commonly called Pre-Plans)
- 2.5.1.2.7 Ability to direct link to District Map pdf for incident location
- 2.5.1.2.8 Ability to direct link to Wildland Urban Interface (WUI) Response maps by call types and locations
- 2.5.1.2.9 Battery Storage warning indicator on appropriate call types and locations
- 2.5.1.2.10 COVID warning indicator appropriate call types
- 2.5.1.2.11 Ability to Acknowledge Stage Away that is visible to ECC
- 2.5.1.2.12 Ability to Acknowledge COVID that is visible to ECC
- 2.5.1.2.13 Ability to Acknowledge Battery Storage that is visible to ECC
- 2.5.1.2.14 Ability to show real time Hospital divert status (as is currently set in the CAD)
- 2.5.1.2.15 Ability to create support ticket for IT from application
- 2.5.1.2.16 Ability to choose OOS reason and timeframe e.g. OOS MECH 2 hours
- 2.5.1.2.17 Ability to place unit PAU/ALS
- 2.5.1.2.18 Ability to Move Up Unit to any Station (change unit's home station)
- 2.5.1.2.19 Ability to Move back Unit to the unit's Home Station
- 2.5.1.2.20 Ability to interface with back-end staffing system to auto-populate personnel to roster
- 2.5.1.2.21 Utilize OCFA GIS map data for routing (allowing for ESRI Routing server customizations e.g., turn restrictions, gate impedances, etc.).
- 2.5.1.2.22 Ability to customize iOS Notifications per user
- 2.5.1.2.23 Ability to continue routing when disconnected
- 2.5.1.2.24 Display Incident information on Map

#### 2.5.2 SUPPORT SERVICES

The selected firm will be responsible for providing standard priority support during OCFA RFOTC business hours with a maximum response time of four hours.

Priority	Definition	Response Time After Notification*	Target Resolution Time
Emergency	<ul> <li>Critical/Core business process cannot be carried out</li> <li>Entire organization is affected</li> <li>Security violation</li> </ul>	15 Minutes	2 hours
Critical	Multiple users or departments are directly affected     Incident has serious impact on critical tasks and no workaround is available     End users affected	1 hour	4 hours
High	<ul> <li>System cannot function as designed or installed</li> <li>Small group of users are directly affected</li> </ul>	1 day	3 days

<sup>\*</sup> Notification to be by voice, email, and/or text messaging

#### 2.6 DUE DATES/SCHEDULES/TIMELINES

The OCFA anticipates a project implementation time frame of 6 – 12 months after contract award project duration of 6 months.

#### 2.7 REPORTS AND MEETINGS

#### 2.7.1 REPORTS

As requested by OCFA, the Supplier will provide reports detailing the order history during the contract term.

#### 2.7.2 ON-SITE MEETINGS

Meetings between the Contractor and OCFA will occur in the best interest of the OCFA as needed. During these meetings, the services provided will be discussed to ensure the services provided meet the agreed upon requirements. Meetings will be coordinated and scheduled by OCFA.

## 2.7.3 SYSTEM DOCUMENTATION

Complete a comprehensive set of documentation for the application to include narrative and flow-chart diagrams as needed to permit unassisted administration, management and use of the system.

## 2.7.4 OWNERSHIP AND INTELLECTUAL PROPERTY

All system designs, programs, specifications, reports, records, documents and other materials prepared by successful responding Firm shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer, and Firm shall have no claim for further employment of

additional compensation as a result of the exercise by OCFA of its full rights or ownership of the system, any form of licensing, documents and materials hereunder.

## 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: <a href="www.ocfa.org">www.ocfa.org</a>. 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 Professional Services Agreement template, attached hereto as Exhibit J. 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 <a href="https://www.sam.gov">www.sam.gov</a>.

#### 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 <u>Purchasing Ordinance</u>, <u>Article IX. Legal and Contractual Remedies</u>, 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 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 <u>no less than ten (10) years' experience in the magnitude and character of the work proposal</u>. 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 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 35):

This criterion evaluates how well the proposed software solution meets the OCFA's needs.

## 4.2.2 STATEMENT OF QUALIFICATIONS (MAXIMUM POINTS 20)

This criterion evaluates the Offeror's history of performance and demonstrated ability to fulfill the requirements outlined in the Scope of Work.

#### 4.2.3 PROJECT APPROACH/ CUSTOMER SERVICE (MAXIMUM POINTS 20)

This criterion evaluates the proposed level of service that will be provided throughout the term of the contract, including ongoing system/software support.

## 4.2.4 PROPOSED COST (MAXIMUM POINTS 25)

This score will be based upon the information provided in response to Exhibit J. The lowest price proposal will not necessarily be selected, and technical requirements will be weighed more heavily than costs to ensure that OCFA procures the best value versus the lowest price. The total estimated cost will be calculated for each proposal using the following formula:

Total Cost of Lowest Responsive Offer

This Proposer's Total Cost

X 25 = 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

OCFA reserves the right to conduct interviews and reference checks with some or all of the Offerors during the evaluation process. The score achieved from Phase Two will be combined with the scoring from Phase One for a total. OCFA may determine that interviews and reference checks are not necessary. In the event interviews and reference checks are conducted, the following criteria and points will be used for the evaluation of Phase Two:

#### 4.3.1 INTERVIEW / REFERENCES (MAXIMUM 50 POINTS)

This may reflect the quality of the presentation along with additional information or insight gained into the Offeror's Method of Approach, Technical Abilities, and/or Qualifications & Experience. References provided in Exhibit I may be contacted to assist in the evaluation process. **OCFA reserves the right to re-evaluate the written proposal in light of any additional information provided in the interview.** 

OCFA shall not reimburse the Offeror for the costs associated with the interview process. 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.

#### 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 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). No more than ten (10) days following receipt of the Notice of Intent to Award, the successful Offeror(s) shall submit the following items to the Purchasing & Materials Manager or designee:

• Two (2) hard copy originals of the Professional Services Agreement (PSA), in a form approved by OCFA General Counsel, signed by an individual(s) duly authorized to bind the Offeror.

In case of failure of the Offeror(s) to execute and return the required documents within the time allowed, the OCFA may, at its option, consider that the Offeror(s) has/have abandoned the contract. Following the Board of Director's acceptance and approval of the evaluation Committee's 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. Method of Approach (Exhibit F)
- 7. Technical Abilities (Exhibit G)
- 8. Qualifications & Experience (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 Sara Kennedy, Purchasing Division Manager, OCFA Purchasing Department, and should, at a minimum, contain the following:

- a. Identification of Proposer, including name, address, and telephone number.
- b. A <u>brief</u> 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 2.3.
- 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 RO2596– Mobile Computer Assisted Dispatch Program, 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 Professional Services Agreement. If there are any exceptions to or deviations from the terms of the Professional Services Agreement (Exhibit K), they must be stated in an attachment included with the offer. Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Appendix Four.

- 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:

(	Orange County Fire Authority		RFP No. RO2596
1	260262.1	20	

# **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 if by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

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

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: (partne	ership, corporation, joint venture):
LENGTH OF TIME YOUR FIRM HAS E	BEEN IN BUSINESS:
LENGTH OF TIME AT CURRENT LOC	CATION:
NUMBER OF EMPLOYEES:	NUMBER OF CURRENT CLIENTS:
Management person responsible for service required for this Request for	direct contact with the Orange County Fire Authority and Proposal (RFP).
NAME:	TITLE:
TELEPHONE #:	E-MAIL:
Person responsible for the day-to-da	y servicing of the account.
NAME:	TITLE:
TELEPHONE #:	F-MAII ·

## **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.

			************		V212212222222222222		
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	0					
26.2	2 Business name/disregarded entity name, if different from above						
Print or type See Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  □ Individual/sole proprietor or □ C Corporation □ S Corporation □ Partnership single-member LLC  □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box is the tax classification of the single-member owner.  □ Other (see instructions) ►		tate in E	ertain enti- istructions xempt pay xemption ode (if any	ons (codes ties, not ind s on page 3 ree code (if from FATC v)	lividúal ): any) A repor	s; see
ecific	5 Address (number, street, and apt. or suite no.)	Requester's	name and	address	(optional)		
See Sp	6 City, state, and ZIP code						
	7 List account number(s) here (optional)						
Pa	rt I Taxpayer Identification Number (TIN)						
	r your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid	ial secur	ity numbe	er		
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>							
	on page 3.	or					
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for		4 for Em	ployer id	loyer identification number			
guid	elines on whose number to enter.		-				
Pa	rt II Certification						
Und	er penalties of perjury, I certify that:						
1. T	he number shown on this form is my correct taxpayer identification number (or I am waiting for	a number to	be issu	ed to me	); and		
S	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (t ervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o longer subject to backup withholding; and						
3. 1	am a U.S. citizen or other U.S. person (defined below); and						

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign 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 <a href="https://www.irs.gov/fw9">www.irs.gov/fw9</a>.

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

Form W-9 (Rev. 12-2014)

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## **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

Vacant, Chair City of La Palma

Ross Chun, Director City of Aliso Viejo

Anne Hertz-Mallari, Director City of Cypress

> John O'Neill, Director City of Garden Grove

Vacant, 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 Vacant, Vice Chair
City of Irvine

Vacant, Director City of Buena Park

Vacant, Director City of Dana Point

David John Shawver, Director City of Stanton

> Sandy Rains, Director City of Laguna Niguel

Mark Tettemer, Director City of Lake Forest

Vacant, Director City of Mission Viejo

Vacant, Director City of San Clemente

Jessie Lopez, Director City of Santa Ana

Austin Lumbard, Director
City of Tustin

Vacant, Director City of Westminster

Donald Wagner, Director County of Orange

Lisa Bartlett, Director County of Orange

#### PARTY DISCLOSURE

The attached <u>Party Disclosure Form</u> must be completed and submitted by the Offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated 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.
  - A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements<sup>1</sup> for use, including all entitlements for land use, all contracts<sup>2</sup> (other than competitively bid, labor or personal employment contracts), and all franchises.
  - 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.

<sup>&</sup>lt;sup>1</sup> Entitlement for the purposes of this form refers to contract award. <sup>2</sup> 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 $\square$ If no, check the box and sign below. Yes $\square$ If yes, check the box, sign below and complete the form.
Date: Circums of Ports and Var A sout
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):
Name of Member:
Name of Contributor (if other than Party):
Date(s):
Amount(s):

# PARTICIPANT (AGENT) DISCLOSURE

The <u>Participant Disclosure Form</u> must be completed by lobbyists or agents representing the Offeror in this procurement. It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of 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:
  - 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:
    - 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 $\square$ If no, check the box and sign below. Yes $\square$ If yes, check the box, sign below and complete the form.				
Date: Signature of Party and/or Agent				
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):				
Name of Member:				
Name of Member:				

## **EXHIBIT F: METHOD OF APPROACH**

Offerors shall provide a detailed narrative that describes how the respondent intends to provide the requested services set forth in the Scope of Work. Information provided will be used to evaluate **Criterion 4.2.1. Method of Approach** and should address, at a minimum, the following:

- 1. Describe in detail your firm's proposed work plan and implementation of the Mobile CAD Programs for Apple iOS / iPad solutions that interface with CentralSquare Enterprise CAD. Include a description of the equipment and processes to be used.
- 2. How will your firm ensure that implementation as scheduled will be completed based on the deadlines provided?
- 3. Is your facility(s) centrally located, easily accessible, within or near the OCFA service area?
- 4. How will onsite staff, shift leads, supervisors, management and OCFA staff communicate?
- 5. What policies and procedures are in place to ensure the quality of work requested in the Scope of Services is provided? How is the quality of work measured? Describe the corrective action procedure that will be utilized should performance issues arise.
- 6. What risks has your firm identified in the services to be provided? How does your firm plan to mitigate these risks?

## **EXHIBIT G: TECHNICAL ABILITIES**

The purpose of this section is to obtain information regarding the qualifications and relevant experience of the Offeror. The responses provided will be used to evaluate **Criterion 4.2.2 Technical Abilities**. Provide a narrative that addresses, at a minimum, the following:

- 1. Describe the firm's experience providing Mobile CAD Programs for Apple iOS / iPad solutions that interface with CentralSquare Enterprise CAD.
- 2. Provide a description of the entire size of its install base, including the number of implementations, in North America and worldwide to demonstrate proven experience.
- 3. Provide a proof of a completed and fully operational integration with Mobile CAD Programs for Apple iOS / iPad solutions that interface with CentralSquare Enterprise CAD.
  - a. Include a customer contact with the description of how this integration is currently used.
- 4. What additional, or value-added, services does your firm offer?
  - a. Add additional proofs to validate experience, including:
    - i. Awards and acknowledgements from independent parties
    - ii. Customer case studies

## **EXHIBIT H: QUALIFICATIONS & EXPERIENCE**

The purpose of this section is to obtain information regarding the qualifications and relevant experience of the Offeror. The responses provided will be used to evaluate **Criterion 4.2.3 Qualifications & Experience**. Provide a detailed narrative that addresses, at a minimum, the following:

- 1. Provide a general overview of your company and submit a brief history of your firm. Describe your firm's ownership structure, organization structure, core principals. Include the number of years your firm has been in the business of providing Mobile CAD Programs for Apple iOS / iPad solutions that interface with CentralSquare Enterprise CAD.
  - a. Provide proof of financial stability and revenue growth by providing last three years of audited financial statements. The Requestor may respect confidentiality in case the supplier is not publicly traded.
- Describe your firm's qualifications to provide the service specified in this RFP. Include any
  professional affiliations, accreditations, patents, and certifications as applicable. Qualifications will be
  measured by training and experience, with particular reference to work experience in the provision of
  Mobile CAD Programs for Apple iOS / iPad solutions that interface with CentralSquare Enterprise
  CAD.
- 3. Provide a brief biography of individual members of the firm who will be assigned to this account. Include the qualifications and experience of the primary contacts. Include the management personnel assigned to this project and their relevant experience and qualifications in providing services of a similar nature. Will management or supervisory personnel be dedicated only to OCFA or will they be responsible for other accounts as well?
- 4. Provide a management hierarchy and organization chart for all the personnel that will be involved in providing the requested services. Include contacts for customer service, billing, and senior management.
- 5. What is the proposed amount of full-time and part-time staff that will be used to provide the requested services?
- 6. Is your firm planning to subcontract portions of the work? If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.
- 7. Provide the resume(s) of all person(s) who will be assigned to provide services as requested under this RFP. Resumes shall note all previous experience, years of experience, academic background, professional credentials, certifications, licenses, and any published material as it relates to this RFP.
- 8. Is your company, either presently or in the past, been involved in any litigation, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution.
- 9. Has your organization ever failed to complete any work awarded to it?
- 10. Why should OCFA select your firm? What sets your organization apart from other Offerors?
- 11. Please provide a list of current clients.

## **EXHIBIT I: REFERENCES**

Describe fully at least five (5) contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. At least three (3) references should be for projects needing 200 phone/radio channels recorded. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	

## **EXHIBIT J: PRICING PAGE**

**PROPOSAL COSTS** - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Provision of this information assist the Agency in determining the Offeror's understanding of the project and provides staff with tools to negotiate the cost.

Proposed costs must be inclusive of all costs and expenses associated with providing the services, including, but not limited to, all consultant fees, preparation of deliverables, printing, and any other incidental costs. Please note that the OCFA Board of Directors does not allow for travel time to be billed at the hourly rates. Provide estimated travel expenses (if needed) on a per trip basis. OCFA will determine if in-person meetings are required and the number to be included based upon the requested service level review.

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

Include a detailed estimated fee proposal that is itemized by task components. The fee proposal should include all anticipated reimbursable expenses as a separate line item, the rates of the people who would perform the work (please identify tasks to be performed by sub-consultants as applicable), and a standard hourly rate schedule.

Provide a description of the key assumptions used to calculate the project fee. If appropriate, identify cost saving strategies as well.

FEE SCHEDULE: Provide Pricing Below				
Development and Implementation Costs				
Description of Services	Hours	Hourly Rate	Total Cost	
Phase I – Project Planning: Initial meetings with OCFA Staff to define the design and delivery requirements. Produce final approved project plan and timeline. Include cost to meet with OCFA project team.				
Phase II – Design/Implementation: Design/ customize solution, adapt system to OCFA needs, develop user interfaces, and implements system. Convert and migrate existing data to new environment.				
Phase III – Testing/Training: Supply training materials and/or expertise to be delivered to users ( <i>Provide details</i> )				
Other – Travel, lodging, meals, incidentals, etc				

Annual Costs			
Description of Services	Unit Cost	Qty	Extended Total
Annual licensing/		_	
Maintenance/ Support Cost			
- Please describe annual			
licensing and maintenance/			
support costs			
- Provide additional			
documentation as needed			
	Total I	Estimated Project Cost:	

Provide details of what is included in the total cost listed above. <u>Travel and incidentals should be included in the total cost</u> .
Provide what factors will be considered for pricing in subsequent contract years. (i.e. Consumer Price Index).
<u>Term of Offer</u> : It is understood and agreed that this offer may not be withdrawn for a period of <b>one hundred eighty days</b> (180) from the Proposal Submittal Deadline, and at no time in case of successful Offeror.
1. Any additional information you would like OCFA to consider.

Orange County Fire Authority		RFP No. RO2596
EXHIBIT K: SAN	MPLE PROFESSIONAL SE	RVICES AGREEMENT
	34	
1260262.1		

# ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

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

## 1.2 Compliance with Law

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

## 1.3 Licenses and Permits

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

## 1.4 Familiarity with Work

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

## 1.5 Care of Work

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

## 1.6 Additional Services

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

## 2. TIME FOR COMPLETION

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

## 3. COMPENSATION OF FIRM

## 3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the Firm's Best and Final Offer dated \_\_\_\_\_\_, 2019 set forth in Exhibit "A," in an amount not to exceed \$\_\_\_\_\_\_. Firm guarantee's that if within a one-year period after the appointment, the Fire Chief, resigns or is dismissed for cause, Firm will perform an additional recruitment at the cost of expenses only to perform the additional recruitment.

## 3.2 Method of Payment

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

## 3.3 Changes

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

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

## 3.4 Appropriations

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

## 4. PERFORMANCE SCHEDULE

## 4.1 Time of Essence

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

# 4.2 **Schedule of Performance**

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

# 4.3 Force Majeure

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

## 4.4 Term

This agreement shall continue in full force and effect until satisfactory completion of the Services, unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement but not exceeding 240 days from the date hereof, unless extended by mutual written agreement of the parties.

## 5. COORDINATION OF WORK

# 5.1 Representative of Firm

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

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

## 5.2 Contract Officer

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

# 5.3 Prohibition Against Subcontracting or Assignment

- **5.3.1** No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.
- 5.3.2 **Provisions** in the **Event Subcontractor(s) Are** Authorized. If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.
  - **5.3.2.1 Withholding Payment for Non-Authorized Subcontractors**. OCFA shall have the right to withhold payment from Firm for Services performed by any subcontractor or subconsultant performing

Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

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

## 5.4 Independent Contractor

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

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

# 5.6 <u>Employee Retirement System Eligibility Indemnification</u>

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

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

# 6. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate

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

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

of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

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

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

## 6.4.1.1.1 Additional Insured Endorsements:

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

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

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

**6.4.2.1 Pre-Payment of Policy Premium**. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer

who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

# 6.4.3 ACORD Forms Will Not Be Accepted in Lieu of

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

- **6.5** <u>Deductibles and Self-Insured Retentions</u>. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).
- **6.6** <u>Waiver of Subrogation</u>. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.
- **6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.
- **6.7** Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

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

endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

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

#### 6.12 Indemnification.

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

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

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

# 7. RECORDS AND REPORTS

#### 7.1 Reports

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

#### 7.2 Records

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

# 7.3 Ownership of Documents

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

# 7.4 Release of Documents

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

# 7.5 Confidential Materials

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

#### 8. ENFORCEMENT OF AGREEMENT

#### 8.1 California Law

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

#### 8.2 Waiver

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

# 8.3 Rights and Remedies are Cumulative

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

# 8.4 Legal Action

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

# 8.5 <u>Termination Prior to Expiration of Term</u>

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

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

#### 8.6 Termination for Default of Firm

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

#### 8.7 Attorneys' Fees

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

# 9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

# 9.1 Non-Liability of OCFA Officers and Employees

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

# 9.2 Covenant Against Discrimination

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

# 10. <u>MISCELLANEOUS PROVISIONS</u>

# 10.1 Confidentiality

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

#### 10.2 Notice

Orange County Fire Authority

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.

WITH CODY TO:

[Address]

Orange County in Chambridge	WIIII 001 1 10.
Attention: Sara Kennedy	David E. Kendig, General Counsel
1 Fire Authority Road	Woodruff, Spradlin & Smart
Irvine, CA 92602	555 Anton Blvd. Suite 1200
	Costa Mesa, CA 92626
To Firm:	[Name]
	Attention:

# 10.2 <u>Integrated Agreement</u>

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

# 10.3 Amendment

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

# 10.4 **Severability**

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

# **10.5** Corporate Authority

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

[Signatures on Following Page]

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

	"OCFA"
	ORANGE COUNTY FIRE AUTHORITY
Date:	By:
	Sara Kennedy, CPPB Purchasing Division Manager
APPROVED AS TO FORM.	ATTEST:
Ву:	
By: DAVID E. KENDIG GENERAL COUNSEL	Maria D. Huizar Clerk of the Board
Date:	
	"FIRM"
	FIRM NAME
Date:	By:
	[Name] [Title]
Date:	By:
	[Name] [Title]



# **ORANGE COUNTY FIRE AUTHORITY**

# RFI RO2596 – Addendum 1 Mobile Computer Aided Dispatch Program

# **February 1, 2023**

Thank you to all that attended the pre-proposal meeting January 25, 2023. As a result of questions received, this addendum is issued to extend the request for proposals due date and provide additional information as requested.

Updated RFP Due Date: No later than 11:00A.M. PST, Wednesday, February 22, 2023.

Questions submitted through the online Q&A are provided as Exhibit "A" to this Addendum.

Current mobile application screen shots and functionality descriptions are provided as

Exhibit "B" to this Addendum.

<u>IMPORTANT:</u> 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.

If you have any questions, please contact Rothchild Ong, Assistant Purchasing Agent, at (714) 573-6642 or via e-mail at: <a href="mailto:rothchildong@ocfa.org">rothchildong@ocfa.org</a>.

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

	Addendum 1 – RO2596
EXHIBIT "A"	
2	

Question	Answer
To provide the most strategic response to the critical needs of	Granted. Updated RFP due date is no later than 11:00AM Wednesday,
the RFP, we respectfully request a two-week extension.	February 22, 2023/
The first bullet of item 3.23 states: "Facsimiles or electronic mail	
proposals shall not be considered." Please confirm the agency	
will accept electronic submissions through the PlanetBids	
	Electronic submittels will only be assented through Dianet Pids
portal.	Electronic submittals will only be accepted through Planet Bids.
Please confirm the exact number of MDCs in which Mobile CAD	A
will be initially installed.	Approx 300
	Nathon the CAD insidest has been flagged as "Stage Avery" this second that
	When the CAD incident has been flagged as "Stage Away", this means that
	the responding units are to work with local law enforcement to respond to
	the incident at an identified location for safety reasons. This flag within
	the CAD incident should be indicated in some way on the Mobile
Please define "2.5.1.1.7 Stage Away Warning Indicator"	application for situational awareness of the responding crews/units.
Please define if this is a link or a map layer: "2.5.1.2.8 Ability to	The WUI maps are geo-referenced pdf files that should be
direct link to Wildland Urban Interface (WUI) Response maps by	presented/available to the responding units based on certain call types
call types and locations"	and geo-fenced locations.
1)Who is the current provider of Mobile CAD program?	CentralSquare Enterprise CAD Mobile with internal customizations. The
a.Does the vendor currently offer an iOS version of the	vendor does not currently offer an iOS version but plans to within the next
program?	year.
2)Will a copy of the current Windows-based program be made	
available for ensuring continuity of operations with the new iOS	
version? a.Or will screen shots be provided as seen on a live	Screen shots and user manual of existing Windows mobile will be made
MDC?	available.
3)Will the iPad be connected to a wireless carrier via LTE	
router? a.If yes, which brand and model of LTE router is being	
used? i.Does the LTE router provide GNSS information?	
ii.Please confirm how the iPad will be interfaced to the LTE	
router. b.If no, confirm the iPad will use its own SIM card and	The iPads will all have LTE capability (currently Verizon) with an APN
GPS receiver for connectivity and location information.	backbone into the OCFA network
4)What size storage is anticipated for the iPad to be used on	
this project?	We anticipate using an iPad Pro 512 gb 12.9"
5)What is meant by or what specifically are the actions for	
"OCFA command staff to manage incidents" (2.2 PROJECT	The ability for OCFA incident commanders to manage large incidents by
OBJECTIVES & 2.5 DELIVERABLES)? a.Are examples available	assigning personnel to sectors, communicating to all/certain units,
from the current program?	performing checklists, ability to set timers, etc
6)Is there a requirement for providing AVL information to and	There is no requirement to provide AVL information from the application
for display in the ECC? a.lf yes, please confirm the interface	back to ECC or the CAD, although the application should show CAD GPS
requirements for the location feed from the field. b.If no, is	locations of other units and display local GPS within the maps. We would
the Authority interested in an AVL system that works alongside	be interested if there is an option to provide local device GPS back to
and with the CAD?	internal servers.
and with the Grup;	The ability to roster OCFA personnel onto a unit is desirable. This rostering
7)Please provide examples of the following: a.2.5.1.1.15	should update the CAD unit personnel and be reportable for personnel
Ability to roster personnel on to Unit b.2.5.1.1.16 Provide	accountability (for example, show all units and personnel currently on an
personnel accountability and incident command functions	incident).
personner accountability and incluent confinding functions	inducity.
8)With respect to "direct link" to PDFs and response maps	
(2.5.1.2.6-8 Minimum desired requirements); is that to mean to	Ideally the linked DDE files would reside less the device
be resident on the device or be able to connect via LTE carrier	Ideally the linked PDF files would reside locally on the device.
to an online location? a.If information to be accessed is on the	Approximately 4-5 gb of files currently are stored on the existing mobile
device, what is the approximate size of the files in question?	devices.
9)What is the intention of the battery storage requirement? Is	
it to notify CAD if an iPad is running low on battery (2.5.1.2.9 &	L
.13)?	The intent is to provide notification to the user on low battery conditions.

10)Exhibit I: References (p. 31) a.The description describes "At	
least three (3) references should be for projects needing 200	
phone/radio channels recorded." Assuming this is from a	
previous solicitation, what is the threshold being requested	Please provide at least three references for projects of similar size, scope,
rather than the number of channels being recorded?	and complexity as the project as requested in this RFP.
11)What is the total number of software licenses to be	
provided in the quote?	Approx 300.

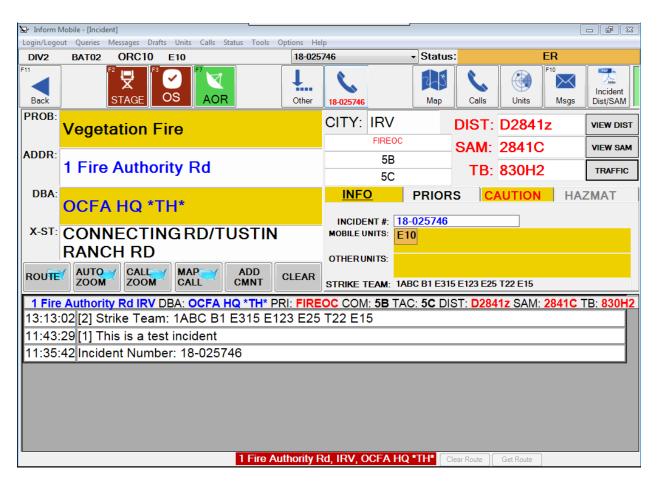
	Addendum 1 – RO2596
EXHIBIT "B"	
3	
<u> </u>	

# **OCFA Windows Mobile Screen Shots**

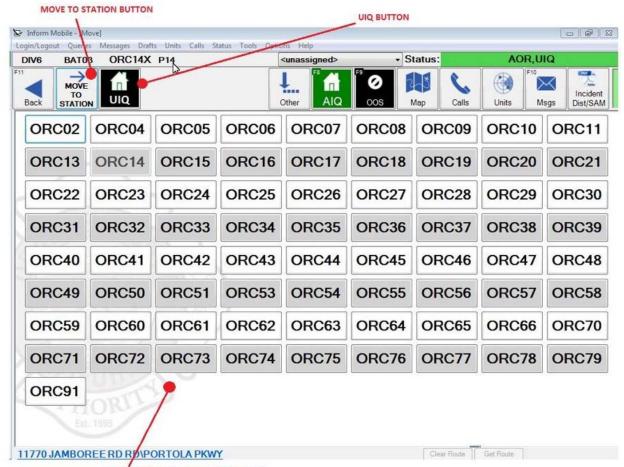
OCFA utilizes the CentralSquare Enterprise Mobile application but has made multiple customizations to enhance functionality. Below are some samples of the application and its basic functionality.

maintains and supports multiple Commercial Off The Shelf (COTS) systems, there are many custom developed solutions that have been created to address the needs of the organization. Below are some examples of these efforts that are in addition to vendor developed software solutions.

#### Main Incident Screen

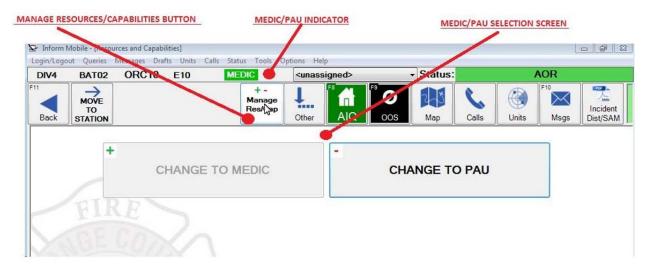


Station Moveup Screen



MOVE TO STATION SELECTION SCREEN

# Medic/PAU Unit Resource screen

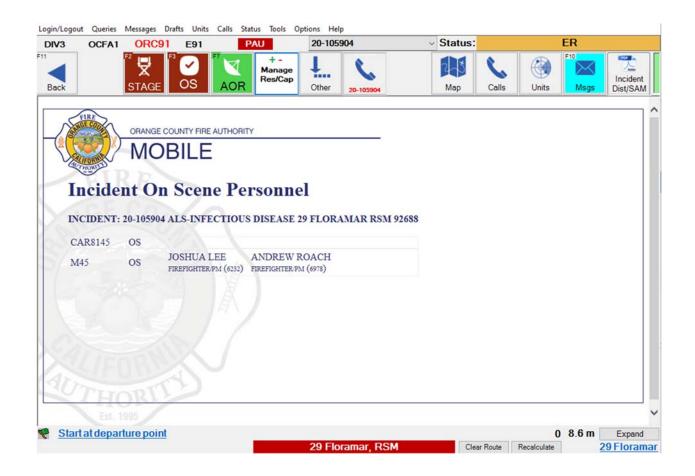


.

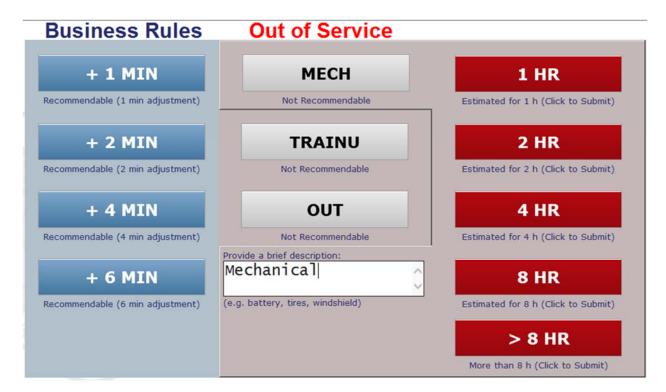
# Enroute to Hospital Screen



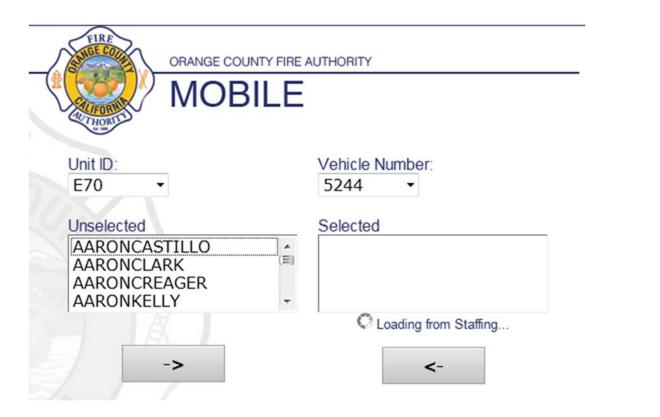
# OnScene Personnel Screen



Out of Service Screen



Login Rostering Screen



# ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this \_\_\_\_ day of September, 2023, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Tablet Command, Inc., 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 requires the services of a qualified firm to provide Mobile Computer Aided Dispatch program as requested, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated February 21, 2023, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference ("Proposal"); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

#### **AGREEMENT**

# 1. PROFESSIONAL SERVICES

# 1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm's Proposal attached hereto as Exhibit "A." The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP RO2596, dated January 4, 2023 ("RFP"), (2) Firm's Proposal, as modified by Firm's Best and Final Offer dated August 2, 2023, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of

any inconsistency between the terms contained in the Firm's Proposal, OCFA's RFP and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the RFP shall govern, in that order.

# 1.2 Compliance with Law

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

# 1.3 <u>Licenses and Permits</u>

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

#### 1.4 Familiarity with Work

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

# 1.5 Care of Work

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

#### 1.6 Additional Services

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

#### 2. <u>TIME FOR COMPLETION</u>

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

# 3. COMPENSATION OF FIRM

# 3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the Firm's Best and Final Offer dated August 2, 2023 set forth in Exhibit "A," in an amount not to exceed Two Hundred Two Thousand (\$202,000) annually. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for services rendered deemed to be necessary by Firm and approved by OCFA. These services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

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

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

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

#### 3.3 Changes

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

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

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

#### 3.4 Appropriations

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

# 4. PERFORMANCE SCHEDULE

# 4.1 Time of Essence

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

# 4.2 **Schedule of Performance**

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

# 4.3 **Force Majeure**

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

#### 4.4 Term

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term") ending on September 30, 2024. Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. OCFA shall notify Firm in writing of its exercise of the option to extend at any time prior to the expiration of the Initial Term or any subsequent extension term.

# 5. COORDINATION OF WORK

# 5.1 Representative of Firm

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

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

# **5.2 Contract Officer**

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

# 5.3 Prohibition Against Subcontracting or Assignment

- **5.3.1** No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.
- **5.3.2** Provisions in the Event Subcontractor(s) Are Authorized. If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual

relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.

**5.3.2.1 Withholding Payment for Non-Authorized Subcontractors**. OCFA shall have the right to withhold payment from Firm for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

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

# 5.4 Independent Contractor

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

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

# 5.6 Employee Retirement System Eligibility Indemnification

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

# 6. INSURANCE AND INDEMNIFICATION

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

requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

- **6.2** Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:
- **6.2.1 Professional Liability/Errors and Omissions Insurance** ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.
- **6.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.
- 6.2.1.2 If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.
- **6.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.
- **6.2.1.4** Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have

no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

- 6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.
- **6.2.3 Automobile Liability Insurance**. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.
- **6.2.4 Workers' Compensation Insurance**. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.
- **6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.
- **6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

- 6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.
- **6.3.1** Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.
- 6.4 <u>Specific Insurance Provisions and Endorsements</u>. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:
- **6.4.1 CGL and Auto Liability Endorsements**. The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:
- **6.4.1.1 Additional Insured**: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

#### 6.4.1.1.1 Additional Insured Endorsements:

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

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

**6.4.2 Notice of Cancellation**: Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written

notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

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

# 6.4.3 ACORD Forms Will Not Be Accepted in Lieu of

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

- **6.5** <u>Deductibles and Self-Insured Retentions</u>. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).
- **6.6 Waiver of Subrogation**. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.
- **6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees,

agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

- **6.7** Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.
- **6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.
- **6.7.2 Authorized Signatures**. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.
- 6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.
- minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.
- **6.9 Enforcement of Agreement (Non-Estoppel)**. Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

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

required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

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

#### 6.12 Indemnification.

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

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

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

# 7. RECORDS AND REPORTS

# 7.1 Reports

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

# 7.2 Records

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

# 7.3 Ownership of Documents

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

# 7.4 Release of Documents

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

#### 7.5 Confidential Materials

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

# 8. <u>ENFORCEMENT OF AGREEMENT</u>

# 8.1 <u>California Law</u>

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

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

# 8.2 Waiver

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

# 8.3 Rights and Remedies are Cumulative

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

# 8.4 <u>Legal Action</u>

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

# 8.5 <u>Termination Prior to Expiration of Term</u>

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

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

#### 8.6 Termination for Default of Firm

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

# 8.7 Attorneys' Fees

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

# 9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

# 9.1 Non-Liability of OCFA Officers and Employees

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

# 9.2 Covenant Against Discrimination

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

#### 10. MISCELLANEOUS PROVISIONS

# 10.1 Confidentiality

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

#### **10.2 Notice**

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

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

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

To Firm:

Tablet Command, Inc. Attention: William Pigeon 822 Hartz Way, Suite 235 Danville. CA 94526

# 10.2 Integrated Agreement

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

# 10.3 Amendment

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

# 10.4 Severability

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

#### 10.5 Corporate Authority

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

[Signatures on Following Page]

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

	"OCFA"
	ORANGE COUNTY FIRE AUTHORITY
Date:	By:
	Sara Kennedy, CPPB Purchasing Division Manager
APPROVED AS TO FORM.	ATTEST:
By: /s/Michael Daudt, for  DAVID E. KENDIG  GENERAL COUNSEL  Date:	Maria D. Huizar Clerk of the Board
	"FIRM"
	TABLET COMMAND, INC.
Date:	By:
	William Pigeon CEO
Date:	Ву:
	William Pigeon CTO

# **EXHIBIT "A"**

Sara Kennedy
Purchasing Division Manager
OCFA Purchasing Department
1 Fire Authority Road
Irvine, CA 92602

**Exhibit A: Letter of Transmittal** 

### **Identification of Proposer:**

Tablet Command, Inc. 822 Hartz Way, Suite 235 Danville, CA 94526 EIN 81-2137481 DUNS 017036254

### **Summary of Objectives:**

Provide, implement, and support a Mobile CAD program that most effectively interfaces with the Central Square Enterprise CAD system and is fully functional on COTS Apple iOS / iPad tablet computers. The new program must meet or exceed the required features in 2.5.1 below, and meet or exceed the functions of the current Mobile CAD system utilized at OCFA. Additionally, the new program should provide tools for OCFA command staff to manage incidents and to track and account for all personnel assigned to an incident.

# 2.5.1.1 Minimum requirements to provide a Mobile CAD program

Tablet Command meets all minimum requirements as stated in the RFP

### 2.5.1.2 Minimum desired requirements to provide a Mobile CAD program

Tablet Command meets all desired requirements excluding:

- 2.5.1.2.14 Ability to show real time Hospital divert status (as is currently set in the CAD)
- There is not enough information provided to support a definitive response to this requirement.

- 2.5.1.2.21 Utilize OCFA GIS map data for routing (allowing for ESRI Routing server customizations e.g., turn restrictions, gate impedances, etc.).
- This is not supported.

#### Minimum Qualifications - Section 2.3

- Tablet Command was founded in 2011, and incorporated in 2013 and has more than a decade of experience in the public safety market
- Tablet Command insurance coverage meets the requirements stated
- Tablet Command currently provides service to more than 550 agencies across North America
- There are more than 22,000 users currently authenticated to the Tablet Command system
- Tablet Command currently has 20 active integrations against the Central Square Enterprise CAD
- Tablet Command currently has 2,330 MDC users authenticated to the Tablet Command system
- Tablet Command, Inc. is proud to provide best in class customer support based on comprehensive monitoring of all interfaces, an agile and responsive Engineering team, and continual updates of our mobile solution, our integrations, and our system architecture.
- This proposal shall remain valid for not less than one hundred and eighty (180) days

Respectfully,

Van Riviere

President, Chief Executive Officer

Tablet Command, Inc.

van@tabletcommand.com

(415) 625-0186 Ext. 201

# **EXHIBIT B: CERTIFICATION OF PROPOSAL**

In responding to RFP RO2596– Mobile Computer Assisted Dispatch Program, 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 Professional Services Agreement. If there are any exceptions to or deviations from the terms of the Professional Services Agreement (Exhibit K), they must be stated in an attachment included with the offer. Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Appendix Four.

- 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.

SIGNATURE OF F		mkei	<u>`</u>	DATE:	February 21, 2023
PRINTED NAME:	Van Riviere		TITLE:	President, CEC	<u> </u>
CITY:	Danville	STATE:	CA	ZIP CODE:	94526
ADDRESS:	822 Hartz Way, Suite 235				
NAME OF FIRM:	Tablet Command, Inc.				

# **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 if by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

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

FIRM'S LEGAL NAME: Tablet Command	d, Inc.					
FIRM PARENT OR OWNERSHIP: Tablet Command, Inc.						
ADDRESS: 822 Hartz Way, Suite 235 Danville, CA	A 94526					
FIRM TELEPHONE #: (415) 625-0186	FIRM FAX #:					
FIRM'S TAX I.D. NUMBER: 81-2137481	_ INCORPORATED: YES Ø NO□					
LEGAL FORM OF COMPANY: (partnership, corporation	n, joint venture): Corporation					
LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINE	rss: Ten (10) years					
LENGTH OF TIME AT CURRENT LOCATION:	Ten (10) years					
NUMBER OF EMPLOYEES: 13 NUM	IBER OF CURRENT CLIENTS: 550					
Management person responsible for direct contact was service required for this Request for Proposal (RFP).						
NAME: Van Riviere	TITLE: President, CEO					
TELEPHONE #: (415) 625 - 0186 Ext 201	E-MAIL: van@tabletcommand.com					
Person responsible for the day-to-day servicing of the	ne account.					
NAME: John Wickenhaeuser	TITLE: Dirctor of Operations					
TELEPHONE #: (415) 625 - 0186 Ext 203	E-MAIL: support@tabletcommand.com					

# **EXHIBIT D: IRS FORM W9**

Form W-9
(Rev. December 2014)
Department of the Treasury

# Request for Taxpayer Identification Number and Certification

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

IIICHII	nevelue Service									
	<ol> <li>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</li> <li>Tablet Command, Inc.</li> </ol>									
ge 2.	2 Business name/disregarded entity name, if different from above									
Print or type Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  Individual/sole proprietor or XX C Corporation S Corporation Partnership single-member LLC  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)		- 12-12-27-2	ce ins Ex	Exemp rtain extruction empt p	ntities ons of oayee	s, not n pag code	t indi ge 3): e (if a	vidua ny)_	only to
it or	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the the tax classification of the single-member owner.	line ab	ove fo	•	de (if a			1107	торс	a unig
Pri	☐ Other (see instructions) ►			(Ap)	plies to a	ccount	s maint	tained	ou tside	the U.S.)
- iji	5 Address (number, street, and apt. or suite no.)	uester'	s nam	e and	addres	s (op	tiona	al)		
96	822 Hartz Way, Suite 235									
See S	6 City, state, and ZIP code Danville. CA 94526-3473									
	7 List account number(s) here (optional)									
Par	Taxpayer Identification Number (TIN)									
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	S	ocial	securi	ty nun	ber				
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other				-		] -			
	s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> appage 3.	or	-			-	1		_	
	If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for			yer ide	ntifica	tion	num	ber		
	ines on whose number to enter.			1 [		L	1			
		8	1	- 2	2   1	3	7	4	8	1
Par	Certification									
	penalties of perjury, I certify that:									
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for a n	umber	to be	issue	d to r	ne);	and			
Se	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I h vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or d longer subject to backup withholding; and									
3. Ia	m a U.S. citizen or other U.S. person (defined below); and									
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is	correc	t.							
Certif becau intere gener	ication instructions. You must cross out item 2 above if you have been notified by the IRS that y se you have failed to report all interest and dividends on your tax return. For real estate transaction to paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an ally, payments other than interest and dividends, you are not required to sign the certification, but citions on page 3.	ou are	curre m 2 d dual r	does r	not ap	ply.	For r	mort ent (	gage IRA),	e , and
Sign		Fel	orua	ary 2	1, 2	023	3			

### **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 <a href="https://www.irs.gov/fw9">www.irs.gov/fw9</a>.

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

Form W-9 (Rev. 12-2014)

# PARTY DISCLOSURE FORM

Party's Name:	Tablet Command, Inc.
Party's Address:	822 Hartz Way, Suite 235
	Danville, CA 94526-3473
Party's Telephone:	(415) 625 - 0186 Ext 201
Solicitation Title and	Number: Mobile Computer Assisted Dispatch Program - RFP Number R02596
Based on the party	disclosure information provided, are you or your firm subject to party disclosures?
No ☑ If no, check the form.	he box and sign below. Yes   If yes, check the box, sign below and complete the
Date: February 2	1, 2023
	Signature of Party and/or Agent
	only if campaign contributions have been made in the preceding twelve (12)
` ,	whom you and/or your agent made campaign contributions and dates of preceding 12 months:
Name of Member:	
Name of Contribut	or (if other than Party):
Date(s):	
Name of Member:	
Name of Contribut	or (if other than Party):
Date(s):	
Amount(s):	
Name of Member:	
	or (if other than Party):
Amount(s):	

# PARTICIPANT (AGENT) DISCLOSURE FORM

Prime's Firm Name	Tablet Command, Inc.
Party's Name:	Van Riviere
Party's Address:	822 Hartz Way, Suite 235
	Danville, CA 94526-3473
Party's Telephone:	(415) 625 - 0186 Ext 201
Solicitation Title ar	nd Number: Mobile Computer Assisted Dispatch Program - RFP Number R02596
Based on the partidisclosures?	cipant disclosure information provided, are you or your firm subject to participant
No ☑ If no, check form.	the box and sign below. Yes   If yes, check the box, sign below and complete the
Date: February 2	21, 2023
	Signature of Party and/or Agent
	only if campaign contributions have been made in the preceding twelve (12) dditional copies if needed.
	to whom you and/or your agent made campaign contributions and dates of ne preceding 12 months:
Name of Member:	·
Name of Contribu	itor (if other than Party):
Date(s):	
Amount(s):	
Name of Member:	:
Name of Contribu	itor (if other than Party):
Date(s):	
Amount(s):	
Name of Member:	:
Name of Contribu	itor (if other than Party):
Date(s):	
Amount(s):	

### **EXHIBIT F: METHOD OF APPROACH**

1. Describe in detail your firm's proposed work plan and implementation of the Mobile CAD Programs for Apple iOS / iPad solutions that interface with CentralSquare Enterprise CAD. Include a description of the equipment and processes to be used.

### Planning and Implementation

- Complete technical discovery to include OCFA Communications and Operations staff and Tablet Command Engineering Team
- Secure access to Central Square Enterprise API
- Deploy Tablet Command interface in the OCFA CAD environment

# Onboarding and Testing

NOTE: These steps will be executed concurrently:

- Conduct comprehensive testing and refinement of interface configuration
- Conduct "Onboarding" and account configuration in the Tablet Command environment
  - Configure users in Tablet Command
  - GIS integration to Tablet Command Esri Group Sharing
  - Configure Templates/Checklists in Tablet Command
  - Configure and normalize Status maps in Tablet Command
  - Configure Incident Type Notifications in Tablet Command
- Receive and act on feedback from OCFA Beta users

# Training and Deployment

- Provide initial Tablet Command training for OCFA Tablet Command users
- Implement Tablet Command across OCFA
  - Phased implementation recommended
- Provide ongoing support and refinement for OCFA users
- 2. How will your firm ensure that implementation as scheduled will be completed based on the deadlines provided?
  - Tablet Command is a veteran of implementations across large organizations to include many of the largest Fire Departments in California and across North America. See Exhibit H: Qualifications and Experience for additional details.

- 3. Is your facility(s) centrally located, easily accessible, within or near the OCFA service area?
  - No, Tablet Command is a virtual organization with team members deployed globally.
     Tablet Command has two (2) customer support team members in the Southern
     California region, and will have the appropriate team members on site on an as needed basis.
- 4. How will onsite staff, shift leads, supervisors, management and OCFA staff communicate?
  - Tablet Command operaties a robust, best in class support system. OCFA members at any level can communicate with Tablet Command team members via email to <a href="mailtosupport@tabletcommand.com">support@tabletcommand.com</a>, by submitting support requests from within the Tablet Command suite of Applications, through the Tablet Command website at <a href="https://www.tabletcommand.com/support">https://www.tabletcommand.com/support</a>, or by telephone at (415) 625-0186 or (877) 998-2639.
- 5. What policies and procedures are in place to ensure the quality of work requested in the Scope of Services is provided? How is the quality of work measured?
  - All work is monitored by senior leadership (executive and engineering) at all times.
     Tablet Command has developed and refined a formal onboarding process based on ten (10) years experience in the Public Safety market vertical.
  - Tablet Command interfaces are monitored for the following functions: 1) interface heartbeat, 2) location updates, 3) status updates, 4) incident updates. When interruptions of data flow are detected identified customer contacts are notified in real time.
  - The Tablet Command support and engineering team conducts bi-weekly Support Review meetings to assess and resolve issues that cannot be resolved by Tier 1 and Tier 2 support resources.
- 6. Describe the corrective action procedure that will be utilized should performance issues arise.
  - Identified issues are assessed and resolved on a continuous basis. Critical issues are identified at HOT items and are addressed as priority items by the Tablet Command Engineering team.
- 7. What risks has your firm identified in the services to be provided? How does your firm plan to mitigate
  - Tablet Command currently has twenty (20) interfaces in operation in the Central Square Enterprise CAD environment. Tablet Command recognises that any factor that impacts

the function and performance of Tablet Command is a Tablet Command issue. This includes connectivity, iOS issues that may present from time to time, CAD updates, and infrastructure changes such as network and firewall configuration changes. Tablet Command collaborates with customers to resolve any issue that compromises the performance or functionality of our solution(s).

- Risks are mitigated with constant scrutiny, timely response, effective triage, and excellent communication.
- To date, Tablet Command has not lost a customer since our inception in 2011.
- Tablet Command has an uptime of >99.999% since inception in 2011.

### **EXHIBIT G: Technical Abilities**

1. Describe the firm's experience providing Mobile CAD Programs for Apple iOS / iPad solutions that interface with CentralSquare Enterprise CAD.

Currently Tablet Command has twenty (20) active interfaces to the Central Square Enterprise CAD. Noteworthy customer agencies include:

- ConFire Communications JPA, San Bernardino County, CA
- San Diego Fire Rescue Department, CA
- Heartland Communications (San Diego County), CA
- North County Dispatch JPA (San Diego County), CA
- Ventura County Fire Department, CA
- Contra Costa County Fire Protection District, CA
- Denver Fire Department, CO
- Adams County Fire Protection District, CO
- Washington County MN 911 Communications Center, MN
- 2. Provide a description of the entire size of its install base, including the number of implementations, in North America and worldwide to demonstrate proven experience.

North America Metrics (US and Canada)

•	Customer agencies (current):	550
•	Authenticated users (current):	22,210
•	Managed Incidents (since inception):	132,527

- 3. Provide a proof of a completed and fully operational integration with Mobile CAD Programs for Apple iOS / iPad solutions that interface with CentralSquare Enterprise CAD.
  - ConFire Communication JPA, San Bernardino County, CA
    - This is the largest County geographically in the United States
    - Full implementation of Tablet Command as a Mobile CAD Program
    - Customer since 2016
    - 415 Mobile CAD users
    - 844 total users

a. Include a customer contact with the description of how this integration is currently used.

Dan Munsey - Fire Chief
San Bernardino County Fire Department
dmunsey@sbcfire.org

Office: (909) 386-8400 Mobile: (760) 774-2569

Jeffrey Birchfield - Assistant Chief San Bernardino County Fire Department JBirchfield@sbcfire.org

Office: (909) 356-2531 Mobile: (909) 938-3568

- Mobile CAD solution / Incident Management and Personnel Accountability solution
- Countywide situational awareness solution
- 4. What additional, or value-added, services does your firm offer?

In addition to offering a revolutionary incident response, management, and personnel accountability solution, Tablet Command has the ability to integrate to many other solutions to provide response relevant data to first responders and incident managers:

- Integration to third party pre-plan solution providers
- Integration to third party staffing solutions
- Access to video sources to include
  - Alert Wildfire cameras
  - CalTrans cameras
  - UAV video feeds
  - FIRIS video feeds
- AVL sharing between participating agencies
- Comprehensive GIS integration using Esri Group Sharing
- o Incident Templates (tactical worksheets) based on agency SOPs / Policies
- Incident Checklists (tactical benchmarks) based on agency SOPs / Policies
- Access to TC Mobile (iPhone/Android) providing real time access to managed incident data for all authenticated users
- User access to in-app streaming radio audio

## **EXHIBIT H: Qualifications & Experience**

- 1. Provide a general overview of your company and submit a brief history of your firm. Describe your firm's ownership structure, organization structure, core principles. Include the number of years your firm has been in the business of providing Mobile CAD Programs for Apple iOS / iPad solutions that interface with CentralSquare Enterprise CAD.
  - Tablet Command was founded in 2011 by two active duty firefighters
  - Tablet Command was conceived on the heels of a multiple firefighter fatality incident in an effort to enhance personnel accountability and situational awareness on emergency scenes
  - Tablet Command is privately owned by a small group of investors
  - Tablet Command is a Delaware Corporation
  - Tablet Command provides mission critical Mobile CAD, resource management, and personnel accountability to 550 agencies across North America
  - Tablet Command core principles are Reliability, Responsiveness, Agility, Accountability, and Communication
  - Tablet Command has provided Mobile CAD Programs for Apple iOS, interfaced with Central Square Enterprise CAD since 2016
- a. Provide proof of financial stability and revenue growth by providing last three years of audited financial statements. The Requestor may respect confidentiality in case the supplier is not publicly traded.
  - CONFIDENTIAL Financial Statements provided as separate documents
- 2. Describe your firm's qualifications to provide the service specified in this RFP. Include any professional affiliations, accreditations, patents, and certifications as applicable. Qualifications will be measured by training and experience, with particular reference to work experience in the provision of Mobile CAD Programs for Apple iOS / iPad solutions that interface with CentralSquare Enterprise CAD.
  - Tablet Command was established in 2013 and our first CAD integrated customer was the Stockton Fire Department in Northern California
  - Tablet Command has sustained consistent and ongoing growth each year over the past ten (10) years
  - The three (3) members of the Tablet Command leadership team, President, Chief Technology Officer, and Chief Development Officer are active or retired fire service professionals

- The Tablet Command team consists of thirteen (13) high performance members and we have had no turnover in our staff
- The Tablet Command CTO served as the Assistant Chief in the Communications
   Division of a large County Fire District prior to joining the Tablet Command team on a full
   time basis in 2020
- Tablet Command employs a full stack engineering team that includes:
  - Lead Engineer
  - Backend Engineer
  - Integration Engineers
  - Senior iOS Engineer
  - Front End Web Engineer
- The Tablet Command Senior Integration Engineer has over seven (7) years of experience integrating with Central Square Enterprise API (Raptor and Enterprise).
  - He was previously employed with a large fire/law communications agency supporting their Central Square Enterprise CAD.
- Tablet Command deployed it's first Mobile CAD Program for Apple iOS in 2016 against the Central Square Enterprise CAD in Contra Costa County, CA
  - Today the ConFire account supports 844 users and represents one of many countywide deployments
- 3. Provide a brief biography of individual members of the firm who will be assigned to this account Include the qualifications and experience of the primary contacts. Include the management personnel assigned to this project and their relevant experience and qualifications in providing services of a similar nature.
  - President, CEO Van Riviere served the Stockton Fire Department from 1997 through 2014, when he retired as a Battalion Chief. When initially exposed to Tablet Command, he was skeptical about the solution and relevance to the needs of his organization. As one of Tablet Command's first Enterprise Users, his skepticism quickly became advocacy. Following his retirement, Van joined the Tablet Command team in a customer support/success role, and was appointed President and Chief Executive Officer by the Board in May of 2017.
  - Founder, CTO Will Pigeon began in the fire service in 1998 as a full-time firefighter while pursuing a degree in Information Systems from San Diego State University. He began his career with the Contra Costa County Fire Protection District in 2005, leaving at the end of 2020 as an Assistant Fire Chief. While at Contra Costa County Fire, Will oversaw the Communications Division of the Fire District, including the 911 Center, Radio, Telecomm, and Information Technology. Will is passionate about fire communications systems, computer networking, database, integration systems, computer programming, and bringing functional mobile technology to the fire service industry. He represents an unusual mix of fire service insight and technological expertise.

- <u>Director of Operations</u> John Wickenhaeuser brings a unique combination of fire service and technology experience, he was the Vice President of Lee & Associates Rescue Equipment training and equipping firefighters all over California. Most recently, John was the Director of Technology for Ojai Valley School, an independent college preparatory school, where he modernized the network and server infrastructure, managed the technical aspects of the school's web site and implemented student and course management systems. John combines passions for technology and customer service coupled with unique insight into the needs of Fire Department customers.
- <u>Senior Integration Engineer</u> Steven Rychetnik WIth has a decade of professional programming experience, Steven came onboard in 2015 as the lead integration engineer, working with clients to enable Enterprise functionality with their respective CAD systems. Experience with C#, .Net, SQL Server, Java, and PHP. He has direct experience with Emergency Communications, Dispatch Center operations, and Fire Service operations, supporting all aspects of technology, from servers to devices in the field, and CAD/RMS/PCR vended applications to full-stack in-house development.
- a) Will management or supervisory personnel be dedicated only to OCFA or will they be responsible for other accounts as well?

Team members are responsible for the support of multiple customer accounts

4. Provide a management hierarchy and organization chart for all the personnel that will be involved in providing the requested services. Include contacts for customer service, billing, and senior management.

See included PDF organization chart.

- 5. What is the proposed amount of full-time and part-time staff that will be used to provide the requested services?
  - Up to ten (10) full time
  - Up to four (3) part time
- 6. Is your firm planning to subcontract portions of the work? If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.
  - No. Not applicable based on the services solicited in the RFP
- 7. Provide the resume(s) of all person(s) who will be assigned to provide services as requested under this RFP. Resumes shall note all previous experience, years of experience, academic

background, professional credentials, certifications, licenses, and any published material as it relates to this RFP.

- 8. Is your company, either presently or in the past, been involved in any litigation, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution.
  - No. Not applicable
- 9. Has your organization ever failed to complete any work awarded to it?
  - No
- 10. Why should OCFA select your firm? What sets your organization apart from other Offerors?
  - Tablet Command was conceived and built by Firefighters and for Firefighters
  - Tablet Command has a unique understanding of the needs of first responders and our team is laser focused on meeting those needs
  - Tablet Command provides the best customer service in the industry
  - The Tablet Command team is agile and responsive
  - Many of our features have been conceived and implemented based on feedback from customers
  - Tablet Command provides a simple, intuitive, user interface that has been tested and proven by more than 22,000 users
  - The vast majority of Fire Departments in California have successfully implemented Tablet Command
- 11. Please provide a list of current clients.

See included PDF Customer List.

## **EXHIBIT I: References**

Describe fully at least five (5) contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. At least three (3) references should be for projects needing 200 authenticated devices. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Each of these customers will be pleased to speak with OCFA.

Customer Agency Name	ConFire - San Bernardino County Fire Department
Contact Individual & Title	Jeffrey Birchfield - Assistant Chief
E-mail/Telephone number	<u>JBirchfield@sbcfire.org</u> O 909-356-2531 C 909-938-3568
Date of Project & Description of	2017 to present
services provided including contract	CAD Mobile + Incident Management and Accountability
amount	solution
	\$348,700 - 2022 renewal
Customer Agency Name	Southern Marin FPD - Marin County Fire Departments
Contact Individual & Title	Matthew Barnes - Battalion Chief
E-mail/Telephone number	mbarnes@smfd.org
·	C (415) 218-1213 C (415) 314-1373
Date of Project & Description of	2017 to present
services provided including contract	CAD Mobile + Incident Management and Accountability
amount	solution
	\$153,406 - 2022/2023 renewal
Customer Agency Name	Los Angeles County Fire Department
Contact Individual & Title	Albert Yanagisawa - Assistant Chief
E-mail/Telephone number	Albert.Yanagisawa@fire.lacounty.gov
·	C (562) 537-8035
Date of Project & Description of	2021 to present
services provided including contract	Incident Management + Accountability solution
amount	\$309,000 - 2023 contract term

Customer Agency Name	Sonoma County Fire Departments		
Contact Individual & Title	Spencer Andreis - Battalion Chief		
E-mail/Telephone number	SpencerA@sonomavalleyfire.org		
·	O (707) 933-2304 C (707) 732-0160		
Date of Project & Description of	2021 to present		
services provided including contract	CAD Mobile + Incident Management and		
amount	Accountability solution		
	\$95,100 - 2022/2023 renewal		
Customer Agency Name	Denver Fire Department		
Contact Individual & Title	Robert Kmak - Assistant Chief		
E-mail/Telephone number	Robert.Kmak@denvergov.org		
'	C (702) 219-2995 O (720) 913-3505		
Date of Project & Description of	2015 to present		
services provided including contract	CAD Mobile + Incident Management and		
amount	Accountability solution		
	\$36,600 - 2022/2023 renewal		

### **EXHIBIT J: Pricing Page**

PROPOSAL COSTS - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Provision of this information assists the Agency in determining the Offeror's understanding of the project and provides staff with tools to negotiate the cost.

Proposed costs must be inclusive of all costs and expenses associated with providing the services, including, but not limited to, all consultant fees, preparation of deliverables, printing, and any other incidental costs. Please note that the OCFA Board of Directors does not allow for travel time to be billed at the hourly rates. Provide estimated travel expenses (if needed) on a per trip basis. OCFA will determine if in-person meetings are required and the number to be included based upon the requested service level review.

- Tablet Command is a Software as a Service (SaaS) and our product offering meeting the requirements of RFP R02596 in its current form with limited configuration
- There are no consulting fees, travel, or incidental costs associated with the Tablet Command submission
- In the event that in person meeting are required travel costs will be absorbed by Tablet Command
- On site Training is provide on a per day basis and all associated costs are included in the daily rate

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

• OCFA RFP R02596 Quote QU0570 is provided as a separate document

Include a detailed estimated fee proposal that is itemized by task components. The fee proposal should include all anticipated reimbursable expenses as a separate line item, the rates of the people who would perform the work (please identify tasks to be performed by sub-consultants as applicable), and a standard hourly rate schedule.

Provide a description of the key assumptions used to calculate the project fee. If appropriate, identify cost saving strategies as well.

- All pre and post launch services are priced on a per service basis and hourly rate do not apply to our delivery model
- There will be no reimbursable expenses associated with this proposal
- There are no sub-consultants associated with this proposal

# **Development and Implementation Costs - One Time**

<u>Description of Services</u>	<u>Service</u>	<u>Cost</u>	<u>Total Cost</u>
Phase I – Project Planning: Initial meetings with OCFA Staff to define the design and delivery requirements. Produce final approved project plan and timeline. Include cost to meet with OCFA project team.	As required	\$0.00	\$0.00
Phase II – Design/Implementation: Design/ customize solution, adapt system to OCFA needs, develop user interfaces, and implement system. Convert and migrate existing data to new environment.	-Interface Deployment and Testing -Staffing Integration Deployment and Testing -Onboarding and Account Setup	\$6,000 \$2,000 \$3,000	\$11,000
Phase III – Testing/Training: Supply training materials and/or expertise to be delivered to users (Provide details)	On site end user training per day - 9 days / 2 sessions per day	\$2500 per day (includes all costs)	\$22,500
Other – Travel, lodging, meals, incidentals, etc	All incidental costs are included in our pricing structure	\$0.00	\$0.00

# Annual Costs - Recurring

<u>Description of Services</u>	<u>Unit Cost</u>	<u>Qty</u>	<u>Extended</u>
			<u>Total</u>
Annual licensing/ Maintenance/	SEE QUOTE		
Support Cost	-Agency License	1	\$2,750
	-CAD Interface License	1	\$7,000
Please describe annual	-End User License		
licensing and maintenance/	iPad	200	\$150,000
support costs	-End User License		
Provide additional	iPhone/Android	<1000	\$3,750
documentation as needed	-Staffing Integration	1	\$1,000

TOTAL ESTIMATE PROJECT COST - YEAR 1:	\$198,000

Provide details of what is included in the total cost listed above. Travel and incidentals should be included in the total cost.

- The total cost listed above includes all services and subscription fees associated with Tablet Command service for Year 1 of service
- Year 2 costs at the same level or service and features will be \$172,725
- This includes a price increase of 5%
- At no time will OCFA pricing exceed Tablet Command pricing in effect at time of renewal

Provide what factors will be considered for pricing in subsequent contract years. (i.e. Consumer Price Index).

- Historically, Tablet Command increases prices an average of 5% per year
- These increases are based on the CPI as well as new features and functionality that are developed and deployed by Tablet Command on an ongoing basis

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.

 Understood and agreed that this offer will be valid for a period of one hundred eighty (180) from February 22, 2023

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

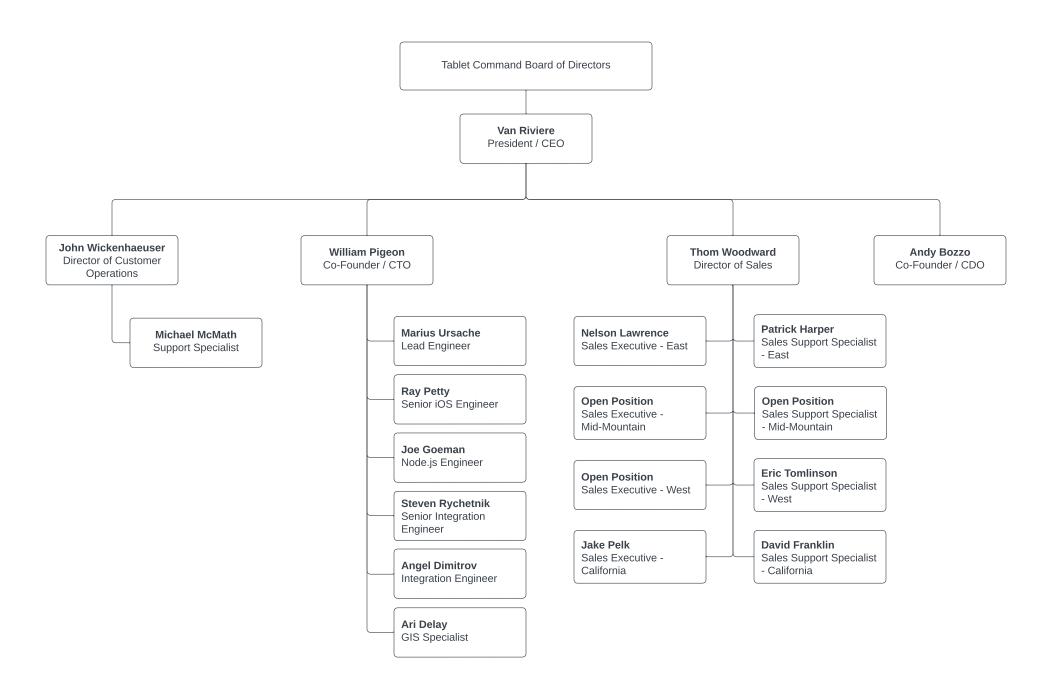
Today, Tablet Command serves the majority of Metropolitan and County Fire Departments in California. We support four ot the five communications centers in San Diego County, all of San Bernardino County, Los Angeles County Fire Department, Verdugo Communications Center, Ventura County Fire Department, Santa Barbara County Fire Department, all of the Departments of Santa Cruz County, San Francisco Fire Department, the Fire Departments of Marin County, the Fire Departments of Sonoma County, Contra Costa County Fire Protection District and the agencies that it dispatches, the Fire Departments of San Mateo County, many departments in Solano County, many departments in San Joaquin County.

Tablet Command currently provides service to three CalFire Units: SDU, BDU, and LNU. A fully functional Mobile CAD interface is currently in development and will be made available to all twenty one CalFire ECCs when complete.

Tablet Command is wholly committed to providing enhanced situational awareness, resource management, and personnel accountability to the North American Fire Service, and will be honored to add the Orange County Fire Authority to our long list of extremely satisfied customers.

William Pigeon | February 22, 2023





Agency Name	City	State	Country
Adams County Fire Rescue	Denver	СО	US
Alameda County Fire Department	Dublin	CA	US
Albion-Little River Fire Protection District	Ukiah	CA	US
Alpine Fire Protection District	El Cajon	CA	US
Alva Fire	Lehigh Acres	FL	US
American Canyon Fire Protection District	St. Helena	CA	US
American Medic Response	Boulder Creek	CA	US
American Medical Response	St. Helena	CA	US
American Medical Response	Concord	CA	US
American Medical Response	El Cajon	CA	US
American Medical Response	Rancho Santa Fe	CA	US
Amherst Fire Department	Amherst	Nova Scotia	Canada
AMR	Sonoma	CA	US
Anchorage Fire Department	Anchorage	AK	US
Anderson Valley Community Services Depart	Ukiah	CA	US
Apple Valley	Rialto	CA	US
Augusta Volunteer Fire Protection District	Saint Charles	MO	US
Aurora	Aurora	СО	US
Baker EMS	Rialto	CA	US
Barona Fire Department	El Cajon	CA	US
Barstow Fire Department	Rialto	CA	US
Bayport Fire	Stillwater	MN	US
Bayshore Fire	Lehigh Acres	FL	US
Bedford Fire Department	BEDFORD	TX	US
Ben Lomond FPD	Boulder Creek	CA	US
Benicia Fire Department	Benicia	CA	US
Big Bear Fire	Rialto	CA	US
Boca Grande Fire	Lehigh Acres	FL	US
Bodega Bay Fire District	Sonoma	CA	US
Bolinas Fire Protection District	Sausalito	CA	US
Bonita Springs Fire	Lehigh Acres	FL	US

Agency Name	City	State	Country
Bonita Sunnyside Fire Protection District	El Cajon	CA	US
Boulder Creek FPD	Boulder Creek	CA	US
Branciforte Fire Protection District	Boulder Creek	CA	US
Brighton Fire	Denver	СО	US
Brock Township	Cannington	Ontario	Canada
Brooktrails Community Services Department	Ukiah	CA	US
Burien Fire Department	Kent	WA	US
Cal Fire - LNU	Sonoma	CA	US
CAL Fire - San Mateo - Santa Cruz	Boulder Creek	CA	US
Cal OES Fire & Rescue	Mather	CA	US
CalFire BDU	San Bernardino Unit	CA	US
CalFire FKU	Fresno	CA	US
CalFire MVU	San Bernardino Unit	CA	US
California State Parks	Boulder Creek	CA	US
Calistoga Fire Department	St. Helena	CA	US
Cape Coral Fire	Lehigh Acres	FL	US
Captiva Fire	Lehigh Acres	FL	US
Carlsbad	Rancho Santa Fe	CA	US
Carpinteria Summerland	Santa Barbara	CA	US
Cazedero FPD	Sonoma	CA	US
Central County Fire & Rescue	Saint Charles	MO	US
Central County Fire Department	South San Francisco	CA	US
Central Fire Protection District	Boulder Creek	CA	US
Central Marin Fire Department	Sausalito	CA	US
Central York	Richmond Hill	ON	CAN
Charlotte Fire Department	Charlotte	NC	US
Chevron	Concord	CA	US
Chino Valley Fire	Rialto	CA	US
Chugiak Volunteer Fire Department	Anchorage	AK	US
Chula Vista FD	San Diego	CA	US

Agency Name	City	State	Country
City FM Fire	Lehigh Acres	FL	US
City of Folsom FD	Sacramento	CA	US
City of Imperial Beach FD	San Diego	CA	US
City of Las Vegas Fire Department	Las Vegas	NV	US
City of Naples Fire & Rescue	Naples	FL	US
Clarington	Browmanville	Ontario	Canda
Clarington Admin	Browmanville	Ontario	Canda
Clark County Fire Department	Las Vegas	NV	US
Cloverdale Fire District	Sonoma	CA	US
Cloverdale Fire Protection District	Ukiah	CA	US
Clovis Fire Department	Clovis	CA	US
Coast Guard	Sonoma	CA	US
Coastside Fire Protection District	South San Francisco	CA	US
Coconut Creek	Coral Springs	FL	US
Collier County EMS	Naples	FL	US
Colma Fire Protection District	South San Francisco	CA	US
Colton Fire	Rialto	CA	US
Columbus Division of Fire	Columbus	ОН	US
Columbus Fire Department	Colombus	IN	US
Comptche CSD Volunteer Fire Department	Ukiah	CA	US
Confire Communications Center	Rialto	CA	US
Contra Costa County Airports	Concord	CA	US
Contra Costa County EMS Authority	Concord	CA	US
Contra Costa County Fire Protection District	Concord	CA	US
Contra Costa County Hazardous Materials	Concord	CA	US
Contra Costa County OES	Concord	CA	US
Contra Costa County Office of the Sheriff	Concord	CA	US
Coral Springs-Parkland Fire Department	Coral Springs	FL	US
Cordelia Fire Protection District	Fairfield	CA	US
Coronado FD	San Diego	CA	US

Agency Name	City	State	Country
Cosumnes FD	Sacramento	CA	US
Cottleville Fire Protection District	Saint Charles	MO	US
County Fire (Kings Mountain Fire)	South San Francisco	CA	US
County Fire (La Honda Fire)	South San Francisco	CA	US
Covelo Fire Protection District	Ukiah	CA	US
Crockett Carquinez Fire Protection District	Concord	CA	US
Defense Logistics Agency	Stockton	CA	US
Del Mar	Rancho Santa Fe	CA	US
Denver Fire Dept.	Denver	СО	US
Denver International Airport	Denver	СО	US
Department of Emergency Management	South San Francisco	CA	US
Derry Fire Department	Derry	NH	US
Dry Creek Rancheria	Sonoma	CA	US
East Bay Regional Parks	Concord	CA	US
East Bay Regional Parks	CASTRO VALLEY	CA	US
East Contra Costa County Fire Protection District	Concord	CA	US
East Gwillimbury	Richmond Hill	ON	CAN
El Centro Fire Department	El Centro	CA	US
El Cerrito Fire Department	Concord	CA	US
El Dorado Hills FD	El Dorado Hills	CA	US
EIK Community Services Department	Ukiah	CA	US
Encinitas	Rancho Santa Fe	CA	US
Enumclaw Fire Department	Kent	WA	US
Escondido	Rancho Santa Fe	CA	US
Estero Fire	Lehigh Acres	FL	US
Fairfield Fire Department	Fairfield	CA	US
Federal FD	San Diego	CA	US
Felton FPD	Boulder Creek	CA	US
Forest Lake	Forest Lake	MN	US
Forest Lake	Stillwater	MN	US

Agency Name	City	State	Country
Fort Bragg Fire Protection Authority	Ukiah	CA	US
Fort Lauderdale	Lauderhill	FL	US
Fort Lauderdale	Fort Lauderdale	FL	US
Fort Myers Beach Fire	Lehigh Acres	FL	US
Fort Myers Shores	Lehigh Acres	FL	US
Fresno City Fire Dept	Fresno	CA	US
Fresno County ISD	Fresno	CA	US
Georgina	Richmond Hill	ON	CAN
Girdwood Volunteer Fire Department	Anchorage	AK	US
Glen Carbon Fire Protection District	Glen Carbon	IL	US
Global Medical Response	Rialto	CA	US
Global Medical Response	Rancho Santa Fe	CA	US
Gold Ridge Fire	Sonoma	CA	US
Grand Rapids Fire Department	Grand Rapids	MI	US
Grand View Heights	Columbus	ОН	US
Graton Fire	Sonoma	CA	US
Greater Naples Fire & Rescue	Naples	FL	US
Hartford Fire Department	Hartford	VT	US
Healdsburg Fire Department	Sonoma	CA	US
Heartland Fire and Rescue	El Cajon	CA	US
Heartland Fire Communications	El Cajon	CA	US
Hemet	Hemet	CA	US
Henderson Fire Department	Henderson	NV	US
Herald FPD	Sacramento	CA	US
Hollister Fire Department	Boulder Creek	CA	US
Hopland Fire Protection District	Ukiah	CA	US
Hugo Fire	Stillwater	MN	US
Humboldt Del Norte Unit	Ukiah	CA	US
Immokalee Fire Control District	Naples	FL	US
Indianapolis Fire Department	Indianapolis	IN	

Agency Name	City	State	Country
Inverness PUD	Sausalito	CA	US
Iona McGregor Fire	Lehigh Acres	FL	US
Islelton FD	Sacramento	CA	US
Jefferson Township Fire Department	Pickerington	ОН	US
Kentfield Fire Department	Sausalito	CA	US
Kenwood FPD	Sonoma	CA	US
Lafayette Police Department	Concord	CA	US
Lake Elmo	Stillwater	MN	US
Lake Napa Sonoma Unit	Ukiah	CA	US
Lake St. Lois Fire Department	Saint Charles	MO	US
Lakeside Fire Protection District	El Cajon	CA	US
Lathrop Manteca	Stockton	CA	US
Lauderhill Fire Rescue	Lauderhill	FL	US
Lee County EMS	Lehigh Acres	FL	US
Lee County Port Authority	Lehigh Acres	FL	US
Lee County SO	Lehigh Acres	FL	US
Leggett Valley Fire Protection District	Ukiah	CA	US
Lehigh Acres Fire	Lehigh Acres	FL	US
Little Lake Fire Protection District	Ukiah	CA	US
Lodi	Stockton	CA	US
Loma Linda Fire	Rialto	CA	US
Lompoc Fire Department	Santa Barbara	CA	US
Long Valley Fire Protection District	Ukiah	CA	US
Los Angeles County Fire	Los Angeles	CA	US
Mahtomedi Fire	Stillwater	MN	US
Manteca	Stockton	CA	US
Marco Island Fire & Rescue	Naples	FL	US
Marin County Fire Department	Sausalito	CA	US
Marin EMS Authority	Sausalito	CA	US
Marin Municipal Water District	Sausalito	CA	US

Agency Name	City	State	Country
MCAS Miramar FD	San Diego	CA	US
Meaford Fire Department	Meadford	Ontario	Canada
Mendocino County OP Area	Ukiah	CA	US
Mendocino Fire Protection District	Ukiah	CA	US
Mendocino National Forest	Ukiah	CA	US
Mendocino Unit	Ukiah	CA	US
Menlo Park Fire Protection District	South San Francisco	CA	US
Middle Island Fire Department	Middle Island	NY	US
Mifflin Township Fire Department	Pickerington	ОН	US
Mill Valley Fire Department	Sausalito	CA	US
Miramar Fire Department	Chandler	AZ	US
Montclair Fire Department	Rialto	CA	US
Monte Rio Fire	Sonoma	CA	US
Montecito Fire Department	Santa Barbara	CA	US
Moraga-Orinda Fire Protection District	Concord	CA	US
Morongo Basin Ambulance	Rialto	CA	US
Mount Pleasant Fire Department	Mount Pleasant	TX	US
Mountain View Fire Department	Kent	WA	US
Mountain View Fire Dept	Mountain View	CA	US
Mountain View Police Department	Mountain View	CA	US
MVU - San Diego County	Rancho Santa Fe	CA	US
Napa County Fire Department	St. Helena	CA	US
Napa Fire Department	St. Helena	CA	US
Napa State Hospital Fire Department	St. Helena	CA	US
National City FD	San Diego	CA	US
National Forest Service	Santa Barbara	CA	US
NCDJPA	Rancho Santa Fe	CA	US
New Melle Fire Protection District	Saint Charles	МО	US
Nicasio Vol. Fire Department	Sausalito	CA	US
Norfolk FD	Norfolk	MA	US

Agency Name	City	State	Country
North Bay Fire	Sonoma	CA	US
North Collier Fire & Rescue	Naples	FL	US
North County Fire Authority	South San Francisco	CA	US
North County FPD	Rancho Santa Fe	CA	US
North Fort Myers Fire	Lehigh Acres	FL	US
North Las Vegas Fire Department	Las Vegas	NV	US
North Metro Fire	Denver	CO	US
North Sonoma Coast	Sonoma	CA	US
Northern Sonoma County Fire	Sonoma	CA	US
Novato Fire Protection District	Sausalito	CA	US
Oakdale Fire	Stillwater	MN	US
Occidental FD	Sonoma	CA	US
Oceanside	Rancho Santa Fe	CA	US
OES - Marin County Sheriff	Sausalito	CA	US
OFallon Fire Protection District	Saint Charles	MO	US
Offutt AFB Fire Department	Offutt	NE	US
Old Monroe Fire Protection District	Saint Charles	MO	US
Ontario Fire Department	Ontario	CA	US
Ontario Fire Department	Rialto	CA	US
Orchard Farm Fire Protection District	Saint Charles	MO	US
Oshawa	Whitby	ON	CAN
Oxnard Fire Department	Camarillo	CA	US
Pajaro Valley Fire Department	Boulder Creek	CA	US
Pala Tribe	Rancho Santa Fe	CA	US
Paso Robles Fire Department	Paso Robles	CA	US
Pauma	Rancho Santa Fe	CA	US
Pembroke Pines Fire Rescue	Lauderhill	FL	US
Pembroke Pines Fire Rescue	Pembroke Pines	FL	US
Petaluma FD	Sausalito	CA	US
Petaluma Fire Department	Sonoma	CA	US

Agency Name	City	State	Country
Piercy Fire Protection District	Ukiah	CA	US
Pine Island Fire	Lehigh Acres	FL	US
Pinewood Springs Fire Protection District	Pinewood Springs	СО	
Pinole Fire Department	Concord	CA	US
Plain Township Fire Department	Pickerington	ОН	US
Pompano Beach Fire Department	Lauderhill	FL	US
Port of Seattle Fire Department	Kent	WA	US
Potter Valley Community Services Departme	Ukiah	CA	US
Poway FD	San Diego	CA	US
Prado Conservation Camp	San Bernardino Unit	CA	US
Public Safety Communications	South San Francisco	CA	US
Puget Sound Regional Fire Authority	Kent	WA	US
Rancho Adobe Fire	Sonoma	CA	US
Rancho Cucamonga	Rialto	CA	US
Rancho Santa Fe FPD	Rancho Santa Fe	CA	US
Rancho Santa Fe Patrol	Rancho Santa Fe	CA	US
Reach Air Medical Services	Concord	CA	US
Redlands Fire	Rialto	CA	US
Redwood City Fire Department	South San Francisco	CA	US
Redwood Valley-Calpella Fire Protection Dist	Ukiah	CA	US
Renton Regional Fire Authority	Kent	WA	US
Rialto Fire	Rialto	CA	US
Richmond Fire Department	Concord	CA	US
Richmond Hill	Richmond Hill	ON	CAN
Rincon Tribe	Rancho Santa Fe	CA	US
River Delta FPD	Sacramento	CA	US
Riverside County Op Area	Rialto	CA	US
Rodeo Hercules Fire Protection District	Concord	CA	US
Rohnert Park	Sonoma	CA	US
Ross Valley Fire District	Sausalito	CA	US

Agency Name	City	State	Country
Running Springs Fire	Rialto	CA	US
Sac County Airport FD	Sacramento	CA	US
Sac Reg'l Fire EMS Comm Center	Sacramento	CA	US
Sacramento FD	Sacramento	CA	US
Sacramento Metropolitan Fire District	Sacramento	CA	US
Saint Helena Fire Department	St. Helena	CA	US
San Bernardino County	Rialto	CA	US
San Bruno Fire Department	South San Francisco	CA	US
San Carlos Fire Department	South San Francisco	CA	US
San Carlos Park Fire	Lehigh Acres	FL	US
San Diego County EMS	El Cajon	CA	US
San Diego County Fire District	El Cajon	CA	US
San Diego FRD	San Diego	CA	US
San Diego FRD Lifeguards	San Diego	CA	US
San Diego Parks and Recreation	San Diego	CA	US
San Francisco Fire Deapartment	San Francisco	CA	US
San Jose City Fire	San Jose	CA	US
San Manuel Fire	Rialto	CA	US
San Marcos	Rancho Santa Fe	CA	US
San Mateo Consolidated Fire Department	South San Francisco	CA	US
San Mateo County EMSA	South San Francisco	CA	US
San Mateo County Fire	South San Francisco	CA	US
San Miguel Fire Protection District	El Cajon	CA	US
San Pasqual	Rancho Santa Fe	CA	US
San Rafael Fire Department	Sausalito	CA	US
San Ramon Valley Fire Protection District	Concord	CA	US
Sanibel Fire	Lehigh Acres	FL	US
Santa Barbara City	Santa Barbara	CA	US
Santa Barbara County Fire	Santa Barbara	CA	US
Santa Clara City	Santa Clara	CA	US

Agency Name	City	State	Country
Santa Clara County FD	Los Gatos	CA	US
Santa Cruz Fire Depatment	Boulder Creek	CA	US
Santa Maria Fire Department	Santa Maria	CA	US
Santa Monica Fire Department	Santa Monica	CA	US
Santa Rosa Fire Department	Sonoma	CA	US
Santee Fire Department	El Cajon	CA	US
Schell-Vista Fire	Sonoma	CA	US
Scott	Evansville	IN	US
Scotts Valley Fire Protection District	Boulder Creek	CA	US
Sea Ranch Fire Department	Ukiah	CA	US
Sebastopol Fire Department	Sonoma	CA	US
Skywalker Ranch	Sausalito	CA	US
Solana Beach	Rancho Santa Fe	CA	US
Sonoma County Fire District	Sonoma	CA	US
Sonoma Lake Napa Unit	St. Helena	CA	US
Sonoma Valley Fire	Sonoma	CA	US
South Adams County Fire	Denver	СО	US
South Coast Fire Protection District	Ukiah	CA	US
South San Francisco Fire Department	South San Francisco	CA	US
South San Joaquin County Fire Authority	Stockton	CA	US
South Trail Fire	Lehigh Acres	FL	US
Southern Marin Emergency Medical Paramedic System	Sausalito	CA	US
Southern Marin Fire District	Sausalito	CA	US
Southking Fire & Rescue	Kent	WA	US
St Charles County	Saint Charles	MO	US
St Charles County Ambulance District	Saint Charles	MO	US
St. Charles Fire Department	Saint Charles	MO	US
Stanford LIfe Flight	South San Francisco	CA	US
Stillwater Fire	Stillwater	MN	US
Stinson Beach Fire Department	Sausalito	CA	US

Agency Name	City	State	Country
Stockton	Stockton	CA	US
Suisun City Fire Department	Suisun City	CA	US
Surfside USAR	Lehigh Acres	FL	US
Sycuan Fire Department	El Cajon	CA	US
Tehema Glenn Unit	Ukiah	CA	US
Tiburon Fire District	Sausalito	CA	US
Tice Fire	Lehigh Acres	FL	US
Torrance Fire Department	Torrance	CA	US
Torrance PD	Torrance	CA	US
Town of Ajax	Ajax	ON	CA
Town of Davie	Lauderhill	FL	US
Township of Brock	Whitby	ON	CAN
Truro Township Fire Department	Pickerington	ОН	US
Tukwila Fire Department	Kent	WA	US
Ukiah Fire Department	Ukiah	CA	US
Ukiah Valley Fire Authority	Ukiah	CA	US
Upper Captiva Fire	Lehigh Acres	FL	US
Useppa Fire	Lehigh Acres	FL	US
Vacaville Fire Department	Vacaville	CA	US
Vallejo Fire Department	Vallejo	CA	US
Valley Center	Rancho Santa Fe	CA	US
Valley Regional Fire Authority	Kent	WA	US
Valparaiso	Valparaiso	IN	US
Vandenberg Air Force Base	Santa Barbara	CA	US
Vaughan	Richmond Hill	ON	CAN
Ventura City Fire Department	Camarillo	CA	US
Ventura County	Santa Barbara	CA	US
Ventura County Admin	Camarillo	CA	US
Ventura County Fire	Camarillo	CA	US
Verdugo Communications	Glendale	CA	US

Agency Name	City	State	Country
Victorville Fire	Rialto	CA	US
Viejas Fire Department	El Cajon	CA	US
Violet Township Fire Department	Pickerington	ОН	US
Vista	Rancho Santa Fe	CA	US
Walnut Grove FPD	Sacramento	CA	US
Washington County Admin	Stillwater	MN	US
Washington County Fire	Stillwater	MN	US
Watsonville Fire Department	Boulder Creek	CA	US
Wayne Township	Indianapolis	IN	US
Wentzville Fire Protection District	Saint Charles	MO	US
West Florence	Florence	SC	US
West Pierce	University Place	WA	US
West Sacramento FD	Sacramento	CA	US
West Valley City Fire	West Valley City	UT	US
Westminster Fire	Denver	СО	US
Westminster Fire Department	Westminster	СО	US
Westport Volunteer Fire Department	Ukiah	CA	US
Whitby	Whitby	ON	CAN
Whitby Training	Whitby	ON	CAN
Whitchurch Stouffville	Richmond Hill	ON	CAN
Whitehall Division of Fire	Pickerington	ОН	US
Whitestown Fire Department	Whitestown	IN	US
Wilton FPD	Sacramento	CA	US
Woodbury	Stillwater	MN	US
Woodside Fire Protection District	South San Francisco	CA	US
Zayante Fire Protection District	Boulder Creek	CA	US



### **QUOTE**

Orange County Fire Authority - OCFA
Attention: Sara Kennedy - OCFA Purchasing Division Manager
1 Fire Authority Rd
IRVINE CA 92602
USA

**Date** 22 Feb 2023

Expiry 31 Aug 2023

**Quote Number** QU-0570

Reference RFP No. R02596 Tablet Command, Inc. 822 Hartz Way, Suite 235 Danville, CA 94526-3473

#### Tablet Command, Inc. Response to RFP No. R02596

This quote includes all Tablet Command services and subscription fees related to Year One (1) of service. The quote is valid for 180 days from the close of the RFP as required.

#### The quote includes:

- -Onboarding and Account Configuration
- -Interface Deployment, Testing and Refinement
- -Initial on site training for end users: nine (9) days on site

Annual subscription fees for:

- -Agency License
- -CAD Interface License
- -End User License (iPad) 200 users CAD Mobile solution
- -End User License (iPhone/Android) up to 1000 users TC Mobile
- -Third party staffing solution integration

Some cost saving can be realized with changes to subscription levels.

Tablet Command has the ability to send location data directly to Enterprise CAD - pricing for this feature has been omitted as it is not clearly called out in the RFP.

Description	Quantity	Unit Price	Amount USD
ONE TIME COSTS			
CAD API Integration Development Deployment and Testing - Existing	1.00	6,000.00	6,000.00
Staffing Integration Deployment - Cloud Hosted, Configuration. Testing - Per Staffing Solution	1.00	2,000.00	2,000.00
TC Customer Onboarding and Account Configuration - Single Agency	1.00	3,000.00	3,000.00
Tablet Command On Site User Training	9.00	2,500.00	22,500.00
RECURRING COSTS			

Description	Quantity	Unit Price	Amount USD
Tablet Command Enterprise Pro + STATUS Agency License Annual Subscription: Administrative access, updates, support - New	1.00	2,750.00	2,750.00
Tablet Command CAD Integration + STATUS License Annual Subscription: 24/7/365 monitoring, updates, support - New	1.00	7,000.00	7,000.00
Staffing Integration Annual Subscription - New	1.00	1,000.00	1,000.00
Tablet Command End User License - Tablet: Updates, end user support - New	200.00	500.00	100,000.00
Tablet Command End User Manage License - Tablet: Updates, end user support - New	200.00	50.00	10,000.00
Tablet Command End User + STATUS License - Tablet: Updates, end user support - New	200.00	200.00	40,000.00
TC Mobile Enterprise (<1000) End User License iPhone/Android: Updates, end user support - Renewal	1.00	3,750.00	3,750.00
		Subtotal	198,000.00
		TOTAL USD	198,000.00

#### Terms

Net 30



August 1, 2023

OCFA Procurement Department 1 Fire Authority Road Irvine, CA 92602

Subject: Response to Best and Final Offer Inquiry

Dear OCFA Procurement Team,

We have reviewed each request in the BAFO inquiry. We appreciate the thoroughness and attention to detail, ensuring the utmost quality and value for OCFA. We have reviewed the queries and the pricing sheet. We have provided detailed responses included in this letter. We are open to feedback and discussion regarding each of these items.

We also included an updated quote. The updated quote includes a simplified line item description, as we have since updated our quoting system. The quote amount remains as does the expiration date.

We understand the complexities involved in such processes, and if any ambiguity arises or further clarification is required, please do not hesitate to contact us. We are fully committed to providing any additional information needed to facilitate the decision-making process.

Again, thank you for the opportunity to submit our Best and Final Offer. We are excited about the prospect of working with OCFA and looking forward to contributing to the noble mission of protecting lives and property within the communities OCFA serves.

Should there be questions or need further discussions, please contact me directly at 925-444-0911.

Thank you for your consideration, and we look forward to your response.

Sincerely,

William Pigeon,

CEO

## Please provide additional information regarding Acknowledgment features. Additional information from OCFA IT as follows:

ACK: this could be in the form of a button or a dialog box that opens, similar to the DISP box that opens when a unit is dispatched. The ACK button will need to be specific to what is being acknowledged. For example, when ECC inserts \*\*\*STAGE AWAY \*\*\* in the incident comments, a dialog box opens stating "ACKNOWLEDGE STAGE AWAY" with the ability to ACK within the dialog box. This ACK will need to insert a comment into the notes "E22 ACK STAGE AWAY". This would allow CADweb to detect the insert into the notes and display in CADweb that the E22 acknowledge STAGE AWAY.

Tablet Command understands this request and agrees it is crucial from a safety standpoint, but also reduces time on the radio. Our team reviewed this internally and considered the following. Please see the attached mockup highlighting three callouts labeled with a numbered blue circle.

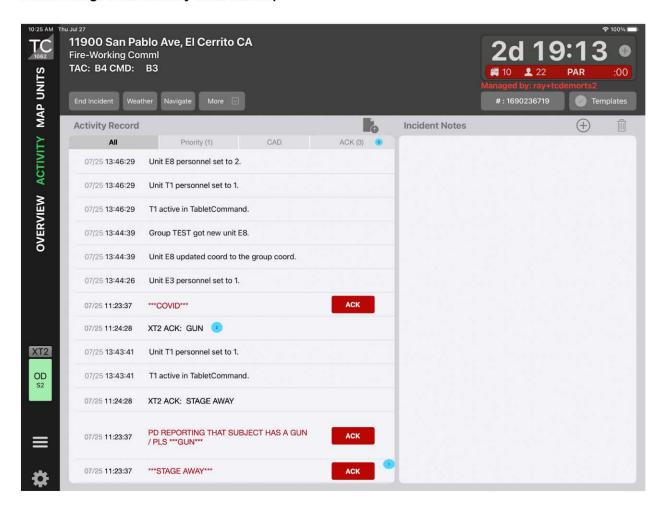
Our proposed solution is to trigger an acknowledgment based on the comment text. We are proposing the acknowledgment message by \*\*\*message\*\*\*. By including 3 stars before and after the message. For example, if the comment from the dispatcher is: \*\*\*COVID\*\*\*, \*\*\*GUN\*\*\*, or \*\*\*STAGE AWAY\*\*\* the acknowledgment function will trigger. Additionally, beyond several preset messages, the dispatcher could trigger an acknowledgment on another comment when needed by inserting \* \* \* before and after the message.

When the acknowledgment message is placed in a comment, the user will be presented with an "ACK" button on the comment. When the user presses the ACK button, it will trigger a comment being inserted back that identifies the unit that acknowledged the message. See attached image call out number 2. We are considering this comment being submitted back only for units that are attached to the incident.

Providing the acknowledgment button on the comment itself visually brings the user to the specific comment instead of having a general warning that an acknowledgment is needed. Providing an acknowledgment on the comment also supports multiple types of acknowledgments per incident.

In addition to the UI proposed, Tablet Command is considering alerting with a popover (similar to the Dispatch alert popover) for units assigned or when the user open the incident. We feel an alert should be present when the user opens the incident. From a safety standpoint, we believe that all incident viewers should be made aware of the ACK messages for situational awareness. As a note, the incident will auto-open for any units assigned.

#### **Acknowledge Functionality Draft Mockup**



Please provide information in regard to the interface with OCFA Staffing program. Additional information from OCFA IT as follows:

This could be an interface with the CS CAD in which personnel are rostered in CAD through Staffing and TC pulls the roster from CAD to display as personnel assigned to a unit. This would make Staffing and therefore CAD the source for personnel. The other option is to interface Staffing with TC, and push the roster from TC to CAD. The push to CAD would have to be whenever personnel changes are made within Staffing and updated to TC. That change should be pushed to CAD so all systems reflect the same roster for every unit. Whatever option, the shift will move away from Mobile being the authority at time of login to Staffing being the authority, and CAD and TC will be updated accordingly.

Tablet Command has the capacity to facilitate all of the options mentioned. It can process and integrate roster/staffing data from various staffing solutions, such as Kronos Telestaff, or directly from Computer Aided Dispatch (CAD). Additionally, Tablet Command can relay staffing data to the CS Enterprise CAD via Enterprise API real-time rostering feature.

Tablet Command has established integrations with a wide array of staffing solutions. For instance, our system currently provides seamless connectivity with on-premise and cloud-based versions of Telestaff (Kronos), along with Vector Scheduling(Crewsense), Aladtech, and more. Additionally, Tablet Command can also utilize Computer Aided Dispatch (CAD) as a source.

Our recommendation is for Tablet Command to deploy an integration with your specific staffing solution, such as Telestaff. Through the Tablet Command interface, staffing data can then be transmitted into CAD using our real-time rostering functionality.

Furthermore, should Orange County Fire Authority (OCFA) Communications host agencies beyond their primary Telestaff instance, Tablet Command can integrate with those solutions too. For example, we can incorporate Vector Scheduling (Crewsense) into our system, enabling it not only to manage the rostering of units in Tablet Command but also in CAD.

One of the features we have planned for future development is Tablet Command's Dynamic Rostering. This capability will grant company officers the flexibility to alter their unit's roster. Once Tablet Command has established the dynamic rostering functionality, we anticipate that this data can be transferred directly into Computer Aided Dispatch (CAD).

The pricing for implementing and annual costs has been highlighted as additions on the Best and Final Pricing Page.

#### Please provide information in regard to the ability for ECC to "PIN" important comments:

Tablet Command currently does not offer the functionality to pin incident comments, but we do support features that closely resemble comment pinning. For instance, our application allows users to filter priority keywords or Acknowledge (ACK) comments (per the new feature described above). When keywords appear in comments, they trigger a User Interface (UI) color change based on the specific keyword. To activate ACK comments, users should use three asterisks before and after the ACK message. These categories of comments can be easily filtered by users, as illustrated in item #3 in the attached ACK functionality image above.

Should there be a need to pin a comment directly to an incident, we are open to discussing this functionality to understand the use case beyond the features already provided. Upon internal discussions, our team has come up with several questions and comments regarding this potential feature:

- What could be the maximum number of comments required to be pinned?
- Could there be a situation where multiple pinned comments obstruct the user's view of the comments below?
- How would we identify a comment to be pinned? Would this be based on the comment's text or an attribute attached to the comment?
- What is the specific use case of pinning vs keyword color indication and ACK?
- How would the Emergency Communications Center (ECC) or the user unpin a comment?
- Should a user have the ability to pin a comment?
- Could an incident manager or a user also have the privilege to pin a comment?
- Does this pinning functionality currently exist in the Central Square Enterprise CAD?

We welcome your feedback to understand your requirements better and tailor our services accordingly.

#### Please provide information in regard to the ability for ECC to "Quick" add units to the call:

Further clarification is required on this as we are not clear on what the functionality requested would be. Can an example be provided? Tablet Command offers a mobile client designed for units in the field rather than for use in the Emergency Communications Center (ECC).

To provide relevant information about our product, Tablet Command enables any unit added by the ECC via Computer Aided Dispatch (CAD) to appear within the Tablet Command interface, provided the user maintains a stable internet connection.

Moreover, in the event of connectivity issues or CAD downtime, the Tablet Command incident manager has the capability to add units to an incident managed within Tablet Command. We aim to ensure uninterrupted functionality regardless of potential technical issues that may arise.

### Please provide information in regard to the ability to display CAD premise information and HazMat information with a warning:

Tablet Command supports the inclusion of premise and hazardous materials (HazMat) information in the incident comments section within our application. These comments can be color-highlighted based on specific keywords included in the comment.

We are considering an enhancement that would introduce a button in the Activity view similar to Caller or Prior Incidents buttons. This button would open a separate view within the Tablet Command application that contains HazMat information. This would be similar to the CS Enterprise Premise Information HazMat tab, featuring a table of chemicals with associated attributes.

While we do not currently have a mockup for this enhancement, we could certainly produce one upon request. This modification would involve updates to the Tablet Command CS Enterprise, the Tablet Command API, and the Tablet Command application. Should Tablet Command be awarded the bid, we are pleased to offer this upgrade to the Orange County Fire Authority at no additional cost.

Please provide information and pricing options to add TCMOBILE notification/alerting capability for consideration as a replacement for our County paging notification.

As part of the original offer, Tablet Command included TC Mobile for up to 1000 users at \$3,750/year. Tablet Command will extend this same price for unlimited users if OCFA chooses. The \$3,750 was removed from the \$164,500 to the new line in the Best and Final Pricing Page.

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

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

FEE SCHEDULE: Provide Pricing Below						
Development and Implementation Costs						
Description of Services	Service	Original Offer	BAFO			
Phase I – Project Planning: Initial meetings with OCFA Staff to define the design and delivery requirements. Produce final approved project plan and timeline. Include cost to meet with OCFA project team.	As required \$0		\$0			
Phase II – Design/Implementation: Design/ customize solution, adapt system to OCFA needs, develop user interfaces, and implements system. Convert and migrate existing data to new environment.	-Interface Deployment and Testing -Staffing Integration Deployment and Testing -Onboarding and Account Setup		\$10,500 +\$3000 Staffing to CAD Integration			
Phase III – Testing/Training: Supply training materials and/or expertise to be delivered to users ( <i>Provide details</i> )	On site end user training per day - 9 days / 2 sessions per day	\$22,500	\$22,500			
Other – Travel, lodging, meals, incidentals, etc	All incidental costs are included in our pricing structure	\$0	\$0			
Annual Costs						
Description of Services	Unit Cost	Original Offer	BAFO			
Annual licensing/ Maintenance/ Support Cost - Please describe annual licensing and maintenance/ support costs - Provide additional documentation as needed	-Agency License -CAD Interface License -End User License iPad -End User License iPhone/Android -Staffing Integration	\$164,500	\$160,750 +\$1,500 Staffing to CAD Annual License			
Addition of <i>TCMOBILE</i> notification/alerting feature.	Previously included	in 164,500 Offer	\$3750			

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

If added, Staffing to CAD would be \$3,000 implementation and \$1,500 annual cost.

TC Mobile was originally included in the \$164,500 number, but moved to "Addition of TCMOBILE notification/alerting feature."

DECT	AND	OFFER

RFP RO2596 - Mobile Computer Aided Dispatch Program

#### TO THE ORANGE COUNTY FIRE AUTHORITY:

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

Tablet Command, Inc.						
Name of Company						
822 Hartz Way, Suite 235, Danville, CA 94526						
Address						
hit y	August 2, 2023  Date					
Signature of Person Authorized to Sign						
William Pigeon	CEO and Co-Founder					
Printed Name	Title					

# ORANGE COUNTY FIRE AUTHORITY RO2596 - Mobile Computer Assisted Dispatch Program

	Central Square Technologies, LLC				Tablet Command, Inc.					
OCFA Cost Proposal	\$50,360.00				\$202,000.00					
Evaluators	1	2	3	4	5	1	2	3	4	5
A. Technical Specifications (35)	14	21	21	17.5	24.5	31.5	31.5	31.5	31.5	31.5
B. Statement of Qualifications (20)	16	10	12	10	10	16	20	20	20	16
C. Approach/ Customer Service (20)	6	12	12	12	12	18	18	20	20	18
C. Proposed Cost (25)	25.00	25.00	25.00	25.00	25.00	6.36	6.36	6.36	6.36	6.36
Sum of Proposal Ratings	61.00	68.00	70.00	64.50	71.50	71.86	75.86	77.86	77.86	71.86
Ranking	2	2	2	2	2	1	1	1	1	1
Written Sum of Ranking			10					5		
Interview/Questions (50)	15	10	5			35	50	50		
Sum of Interview Ratings	15	10	5			35	50	50		
Total of both written & presentation	76.0	78.0	75.0	64.5	71.5	106.9	125.9	127.9	77.9	71.9
Ranking with Presentation	2	2	2	2	2	1	1	1	1	1
Sum of Ranking w/Interview			10					5		