



ORANGE COUNTY FIRE AUTHORITY

EXECUTIVE COMMITTEE

Regular Meeting Agenda

**Thursday, July 25, 2024
5:30 P.M.**

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

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

NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION

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

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

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

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

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

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



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

CALL TO ORDER by Vice Chair Bourne

INVOCATION by OCFA Chaplain Ed Valdez

PLEDGE OF ALLEGIANCE by Director Rossini

ROLL CALL by Clerk of the Authority

PUBLIC COMMENTS

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

1. PRESENTATION(S)

None.

2. CONSENT CALENDAR

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

A. Minutes for the Executive Committee Meeting

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

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

Recommended Action:

Approve the Minutes for the June 27, 2024, Regular Meeting as submitted.

B. Monthly Investment Reports

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

Recommended Action:

Receive and file the reports.

C. Legislative Report

Submitted by: Robert C. Cortez, Assistant Chief/Business Services Department and Olina Wibroe-Benson, Legislative Affairs Manager

On July 17, 2024, the Legislative and Public Affairs 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 Mallari and Wagner absent).

Recommended Action:

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

D. Award of Contract for Helicopter Maintenance and Repair Services RFP JA2670

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

Recommended Action:

Approve and authorize the Purchasing Manager to award an agreement for as-needed helicopter maintenance and repair services to Rotorcraft Support, Inc., resulting from competitive solicitation RFP JA2670, for an initial one-year term with the option of four (4) one-year renewals at an amount not to exceed \$800,000 annually (\$4,000,000 for the total five-year term).

E. Award of Contract for Website Redesign and Upgrade RFP RO2667

Submitted by: Jim Ruane, Assistant Chief/Business Services Department, Matt Olson, Communications Director/Corporate Communications Department and Joel Brodowski, IT Division Manager/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to award an agreement for the redesign and upgrade of the ocfa.org website to Exemplifi, LLC, resulting from competitive solicitation RFP RO2667, based on the pricing provided in the vendor's Best and Final Offer of \$177,800.

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next meeting will be a Regular Meeting of the Executive Committee on Thursday, September 26, 2024, at 5:30 p.m.

AFFIDAVIT OF POSTING

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

Maria D. Huizar, CMC
Clerk of the Authority

FUTURE EC AGENDA ITEMS – THREE-MONTH OUTLOOK:

- Monthly Investment Report
- Quarterly CIP Update
- 3rd Quarter Financial Newsletter
- 3rd Quarter Purchasing Report

UPCOMING MEETINGS:

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

Tuesday, August 6, 2024, 12 noon
Tuesday, August 13, 2024, 12 noon
Wednesday, September 11, 2024, 12 noon
Thursday, September 26, 2024, 5:30 p.m.
Thursday, September 26, 2024, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, June 27, 2024
5:30 P.M.**

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

CALL TO ORDER

Chair O'Neill called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on June 27, 2024.

INVOCATION

The Invocation was led by OCFA Chaplain Gerardo Arenado.

PLEDGE OF ALLEGIANCE

Director Wagner led the assembly in the Pledge of Allegiance.

ROLL CALL

Present: John O'Neill, Garden Grove, Chair
Troy Bourne, San Juan Capistrano, Vice Chair
Phil Bacerra, Santa Ana (5:33 p.m.)
Shelley Hasselbrink, Los Alamitos
Noel Hatch, Laguna Woods
Vince Rossini, Villa Park
Mark Tettemer, Lake Forest
Donald Wagner, County of Orange

Absent: Dave Shawver, Stanton

Also present were:

Fire Chief Brian Fennessy
Deputy Chief TJ McGovern
Assistant Chief Jim Ruane
Assistant Chief Stephanie Holloman
Director of Communications Matt Olson
General Counsel David Kendig

Deputy Chief Lori Zeller
Assistant Chief Robert Cortez
Assistant Chief Tim Perkins
Assistant Chief Lori Smith
Assistant Chief Rob Capobianco
Clerk of the Authority Maria D. Huizar

Director Bacerra arrived at 5:33 p.m.

REPORT(S)

A. Report from the Budget and Finance Committee

Budget and Finance Committee Chair Bourne reported at the June 12, 2024, meeting, the Committee reviewed and by unanimous vote recommended forwarding the Monthly Investment Reports to the Executive Committee to receive and file the reports.

PUBLIC COMMENTS

None.

PRESENTATION(S)

None.

2. CONSENT CALENDAR

On motion of Director Tettemer and second by Director Wagner, approved 8-0 Agenda Item Nos. 2A-2G (Director Shawver absent).

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

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

Action: Approve the Minutes for the May 23, 2024, Regular Meeting as submitted.

B. Monthly Investment Reports (FILE 11.10D2)

On June 12, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Hasselbrink, Rossini and Nguyen absent).

Action: Receive and file the reports.

C. Annual Renewal of Aviation Insurance (FILE 18.10A1)

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

D. Annual Renewal of California State Association of Counties Excess Insurance Authority Workers' Compensation Excess Insurance (FILE 18.10A2b)

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

E. Annual Renewal of General Liability Insurance (FILE 18.10A4)

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

F. Increase to Contracts/Blanket Orders for Architectural/Engineering/Construction Related Professional Services (FILE 19.07C32)

Action:

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

G. Award of RFP #RO2672 for Generator Maintenance and Repair Services (FILE 19.07E)

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

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair O’Neill adjourned the meeting at 5:34 p.m. The next meeting will be a Regular Meeting of the Executive Committee on Thursday, July 25, 2024, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 25, 2024

Agenda Item No. 2B
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

Robert C. Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

James Slobojan, Assistant Treasurer
Treasury & Financial Planning

james@slobojan@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 July 1, 2024 a copy of the Monthly Investment Report was provided to the Budget and Finance Committee members for their review.

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report for the month ended May 31, 2024. A preliminary investment report as of June 18, 2024 is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

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

Orange County Fire Authority Monthly Investment Report



Final Report – May 2024

Preliminary Report – June 2024



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

May 31, 2024



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of May 2024, the size of the portfolio decreased by \$17.6 million to approximately \$301.1 million. Receipts for the month totaled approximately \$32.3 million, including property tax apportionment payments of \$12.1 million, Community Redevelopment pass thru payments of \$10.4 million, cash contract payments of approximately \$6.2 million, and various grant reimbursement payments and charges for current services of approximately \$3.6 million. Total May cash outflows amounted to nearly \$50.9 million. Significant disbursements for the month included three biweekly payrolls (instead of the typical two) and related benefits totaling approximately \$43.5 million. The portfolio's balance is expected to decrease in May as expenditures are projected to exceed revenues. In May, the portfolio's yield to maturity (365-day equivalent) decreased by two basis points to 4.26%. The effective rate of return increased thirteen basis points to 4.17% for the month, while the average maturity of the portfolio increased by 19 days to 68 days to maturity.

Economic News

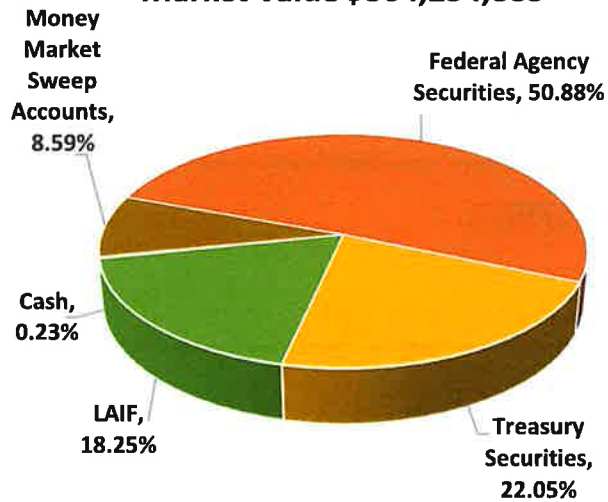
Nonfarm payroll employment increased by 272,000 in May 2024, and the unemployment rate increased to 4.0%. Job gains occurred in health care, government, leisure and hospitality, and professional, scientific, and technical services. Average hourly earnings rose 4.1% from a year ago. Consumer sentiment was mixed in May with optimism about the labor market but where inflation worries persisted.

The Consumer Price Index (CPI) remained flat for the month and increased 3.3% from a year ago. The CPI number was muted by the high costs for shelter and the drop in energy costs. The Producer Price Index (PPI), which measures the prices paid by wholesalers, declined 0.2% in May, and was up 2.2% for the past twelve months. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. Retail sales increased 0.1% for May and 2.3% on a year-over-year basis. Consumer spending in May was led by an increase in sporting goods, music, and bookstores while the drop in gas prices resulted in a drop in gas station receipts. The Federal Reserve met on June 12, 2024 where it held rates steady at the target range of 5.25%-5.50%. The Fed will next meet on July 31, 2024. The Fed has indicated that it will keep interest rates steady for an extended period of time as it focuses on inflation data and where it signaled that just one interest rate cut is expected before the end of the year.

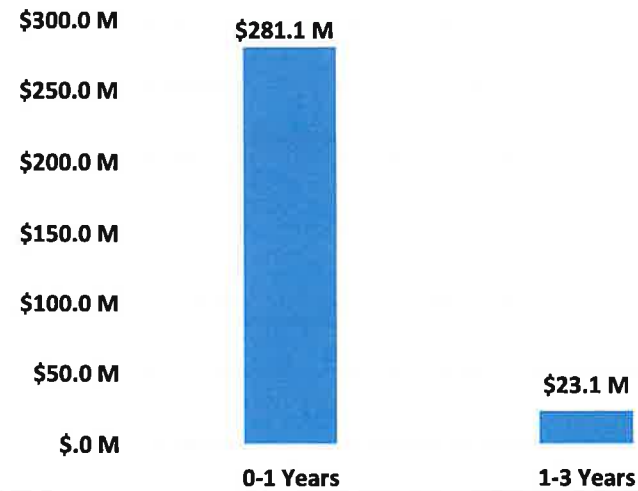


OCFA'S PORTFOLIO HAS AMPLE LIQUIDITY AND IS TRACKING ITS LAIF BENCHMARK AS OF MAY 31, 2024

Market Value \$304,234,883



Aging Summary



12 Month Benchmarks





BENCHMARK COMPARISON AS OF MAY 31, 2024

3 Month T-Bill: 5.46%

1 Year T-Bill: 5.16%

6 Month T-Bill: 5.42%

LAIF: 4.33%

OCFA Portfolio: 4.17%

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
<i>Book Value</i>	\$301,085,657	\$318,697,844	\$272,211,791
<i>Yield to Maturity (365 day)</i>	4.26%	4.28%	3.39%
<i>Effective Rate of Return</i>	4.17%	4.04%	3.29%
<i>Days to Maturity</i>	68	49	48



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
May 31, 2024

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

See Note 1 on page 10

See Note 2 on page 10

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Money Mkt Mutual Funds/Cash	26,137,460.64	26,137,460.64	26,137,460.64	8.54	1	1	5.039	5.109
Federal Agency Coupon Securities	70,015,000.00	67,999,063.65	70,013,830.43	22.89	1,312	90	1.463	1.483
Federal Agency Disc. -Amortizing	88,000,000.00	86,808,880.00	86,839,936.39	28.39	202	93	5.283	5.357
Treasury Discounts -Amortizing	68,000,000.00	67,088,140.00	67,081,284.30	21.93	141	95	5.291	5.364
Local Agency Investment Funds	55,845,144.83	55,520,755.29	55,845,144.83	18.26	1	1	4.273	4.332
Investments	307,997,605.47	303,554,299.58	305,917,656.59	100.00%	389	68	4.205	4.264
<hr/>								
Cash								
Passbook/Checking (not included in yield calculations)	680,583.24	680,583.24	680,583.24		1	1	0.000	0.000
Total Cash and Investments	308,678,188.71	304,234,882.82	306,598,239.83		389	68	4.205	4.264

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	1,089,578.47	8,336,259.18
Average Daily Balance	307,846,468.12	244,479,163.61
Effective Rate of Return	4.17%	3.70%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2024. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Robert C. Cortez, Asst Chief, Business Services

6/20/24

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 306,598,239.83
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,512,582.65)
Total	\$ 301,085,657.18

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 31, 2024

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			19,291,999.46	19,291,999.46	19,291,999.46	5.183	5.183	1	
SYS528	528	MUFG Treasury Obligations		07/01/2023	0.00	0.00	0.00	4.620	4.620	1	
SYS530	530	US Bancorp Sweep Account			6,845,461.18	6,845,461.18	6,845,461.18	4.899	4.899	1	
Subtotal and Average			27,776,767.98		26,137,460.64	26,137,460.64	26,137,460.64		5.109	1	
Federal Agency Coupon Securities											
3133EMWH1	1030	Federal Farm Credit Bank (Callable 6/21/2024)		04/22/2021	3,000,000.00	2,882,700.00	3,000,625.43	0.710	0.680	20	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,523,480.00	12,000,000.00	0.720	0.720	0	04/28/2025
3130B1KC0	1130	Federal Farm Credit Bank (Callable 5/28/2025)		05/28/2024	2,000,000.00	2,001,960.00	2,000,000.00	5.250	5.250	361	05/28/2026
3133ERFU0	1131	Federal Farm Credit Bank (Callable 11/29/2024)		05/29/2024	2,000,000.00	1,998,680.00	1,998,205.00	5.440	5.625	181	05/29/2026
3134H1V75	1129	Fed Home Loan Mtg Corp (Callable 5/21/2025)		05/24/2024	8,000,000.00	7,995,600.00	8,000,000.00	5.200	5.201	354	05/21/2026
3130ALNY6	1025	Fed Home Loan Bank (Callable 6/30/2024)		03/30/2021	8,000,000.00	7,869,040.00	8,000,000.00	0.550	0.592	29	09/30/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 7/23/2024)		04/23/2021	11,015,000.00	10,804,723.65	11,015,000.00	0.520	0.560	52	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 7/29/2024)		04/29/2021	12,000,000.00	11,132,760.00	12,000,000.00	1.000	1.000	58	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 8/11/2024)		05/11/2021	12,000,000.00	11,790,120.00	12,000,000.00	0.550	0.578	71	10/11/2024
Subtotal and Average			60,531,608.10		70,015,000.00	67,999,063.65	70,013,830.43		1.483	90	
Federal Agency Disc. -Amortizing											
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,985,860.00	13,988,065.00	5.115	5.447	6	06/07/2024
313384YS2	1109	Fed Home Loan Bank		12/21/2023	14,000,000.00	13,943,160.00	13,947,605.00	4.990	5.263	27	06/28/2024
313384M89	1113	Fed Home Loan Bank		02/29/2024	14,000,000.00	13,692,140.00	13,704,880.00	4.960	5.243	153	11/01/2024
313384E70	1121	Fed Home Loan Bank		04/22/2024	13,000,000.00	12,818,000.00	12,821,466.67	5.150	5.399	96	09/05/2024
313384B32	1122	Fed Home Loan Bank		04/22/2024	13,000,000.00	12,869,480.00	12,872,433.89	5.195	5.425	68	08/08/2024
313385AZ9	1124	Fed Home Loan Bank		05/08/2024	10,000,000.00	9,666,100.00	9,669,845.83	5.015	5.308	237	01/24/2025
313384J34	1125	Fed Home Loan Bank		05/08/2024	6,000,000.00	5,892,420.00	5,893,360.00	5.160	5.419	124	10/03/2024
313384B73	1126	Fed Home Loan Bank		05/23/2024	2,000,000.00	1,978,740.00	1,979,080.00	5.230	5.440	72	08/12/2024
313384J75	1128	Fed Home Loan Bank		05/23/2024	2,000,000.00	1,962,980.00	1,963,200.00	5.175	5.427	128	10/07/2024
Subtotal and Average			80,363,271.67		88,000,000.00	86,808,880.00	86,839,936.39		5.357	93	
Treasury Discounts -Amortizing											
912796Y45	1112	US Treasury Bill		01/17/2024	6,000,000.00	5,978,940.00	5,978,333.33	5.000	5.258	26	06/27/2024
912797GB7	1116	US Treasury Bill		04/18/2024	14,000,000.00	13,922,160.00	13,919,284.31	5.189	5.399	40	07/11/2024
912797JT5	1118	US Treasury Bill		04/19/2024	14,000,000.00	13,893,180.00	13,891,850.00	5.150	5.369	54	07/25/2024
912797KC0	1119	US Treasury Bill		04/22/2024	13,000,000.00	12,848,810.00	12,847,206.66	5.160	5.399	82	08/22/2024
912797KL0	1120	US Treasury Bill		04/22/2024	13,000,000.00	12,795,770.00	12,795,827.78	5.140	5.399	110	09/19/2024
912797KS5	1127	US Treasury Bill		05/23/2024	8,000,000.00	7,649,280.00	7,648,782.22	4.939	5.256	320	04/17/2025
Subtotal and Average			81,878,062.62		68,000,000.00	67,088,140.00	67,081,284.30		5.364	95	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 31, 2024

Local Agency Investment Funds

SYS336	336	Local Agency Invstmt Fund		55,845,144.83	55,520,755.29	55,845,144.83	4.332	4.332	1
Subtotal and Average				55,845,144.83	55,520,755.29	55,845,144.83		4.332	1

Money Mkt Mutual Funds/Cash

SYS10033	10033	Revolving Fund	07/01/2023	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank	07/01/2023	0.00	0.00	0.00		0.000	1
SYS5	5	US Bancorp	07/01/2023	660,583.24	660,583.24	660,583.24		0.000	1
Average Balance				0.00					1
Total Cash and Investments				307,846,468.12	308,678,188.71	306,598,239.83		4.264	68

Orange County Fire Authority
In Service of Others!



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

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

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					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(06/01/2024 - 06/01/2024)	7 Maturities	0 Payments		82,663,188.71	27.06%	82,663,188.71	82,338,799.17
Aging Interval: 1 - 30 days	(06/02/2024 - 07/01/2024)	3 Maturities	0 Payments		34,000,000.00	11.15%	33,914,003.33	33,907,960.00
Aging Interval: 31 - 60 days	(07/02/2024 - 07/31/2024)	2 Maturities	0 Payments		28,000,000.00	9.14%	27,811,134.31	27,815,340.00
Aging Interval: 61 - 90 days	(08/01/2024 - 08/30/2024)	3 Maturities	0 Payments		28,000,000.00	9.10%	27,698,720.55	27,697,030.00
Aging Interval: 91 - 120 days	(08/31/2024 - 09/29/2024)	2 Maturities	0 Payments		26,000,000.00	8.42%	25,617,294.45	25,613,770.00
Aging Interval: 121 - 365 days	(09/30/2024 - 06/01/2025)	10 Maturities	0 Payments		86,015,000.00	27.52%	84,895,693.48	83,732,983.65
Aging Interval: 366 - 1095 days	(06/02/2025 - 06/01/2027)	4 Maturities	0 Payments		24,000,000.00	7.60%	23,998,205.00	23,129,000.00
Aging Interval: 1096 days and after	(06/02/2027 -)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Total for		31 Investments	0 Payments			100.00	306,598,239.83	304,234,882.82



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 May 31, 2024, OCFA has \$55,845,144.83 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of March 31, 2024 is .994191267. When applied to OCFA's LAIF investment, the fair value is \$55,520,755.29 or \$24,389.54 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation on May 31, 2024 is included on the following page.

**State of California
Pooled Money Investment Account
Market Valuation
5/31/2024**

Description	Carrying Cost Plus		Accrued Interest
	Accrued Interest	Purch. Fair Value	
United States Treasury:			
Bills	\$ 31,345,507,540.42	\$ 31,767,627,811.00	NA
Notes	\$ 61,147,508,679.17	\$ 60,503,198,652.50	\$ 408,680,291.50
Federal Agency:			
SBA	\$ 252,674,245.95	\$ 256,430,968.71	\$ 1,224,472.42
MBS-REMICs	\$ 1,943,259.80	\$ 1,890,061.12	\$ 8,477.31
Debentures	\$ 8,032,854,727.68	\$ 7,940,234,515.00	\$ 75,035,208.45
Debentures FR	\$ -	\$ -	\$ -
Debentures CL	\$ 1,850,000,000.00	\$ 1,833,569,750.00	\$ 11,078,374.50
Discount Notes	\$ 24,628,901,680.57	\$ 24,899,296,200.00	NA
Supranational Debentures	\$ 2,919,839,134.05	\$ 2,876,348,080.00	\$ 28,492,736.90
Supranational Debentures FR	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -
Bank Notes			
CDs and YCDs	\$ 14,900,015,000.00	\$ 14,894,671,773.49	\$ 245,321,277.76
Commercial Paper	\$ 11,106,150,972.23	\$ 11,228,693,958.35	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ 675,060,154.90	\$ 657,079,080.00	\$ 6,535,000.03
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 5,105,000,000.00	\$ 5,105,000,000.00	NA
PMIA & GF Loans	\$ 363,727,000.00	\$ 363,727,000.00	NA
TOTAL	\$ 162,329,182,394.77	\$ 162,327,767,850.17	\$ 776,375,838.87

Fair Value Including Accrued Interest	\$	163,104,143,689.04
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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

June 18, 2024



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
June 18, 2024

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	21,124,074.20	21,124,074.20	21,124,074.20	6.95	1	1	5.039	5.109
Federal Agency Coupon Securities	77,015,000.00	75,160,330.70	77,013,840.25	25.33	1,259	95	1.798	1.823
Federal Agency Disc. -Amortizing	79,000,000.00	77,872,100.00	77,896,508.61	25.62	180	99	5.265	5.338
Treasury Discounts -Amortizing	73,000,000.00	72,175,320.00	72,169,029.03	23.74	140	80	5.294	5.368
Local Agency Investment Funds	55,845,144.83	55,520,755.29	55,845,144.83	18.37	1	1	4.273	4.332
	305,984,219.03	301,852,580.19	304,048,596.92	100.00%	399	69	4.196	4.254
Investments								
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	1,180,329.73	1,180,329.73	1,180,329.73		1	1	0.000	0.000
Accrued Interest at Purchase		1,015.00	1,015.00					
Subtotal		1,181,344.73	1,181,344.73					
Total Cash and Investments	307,164,548.76	303,033,924.92	305,229,941.65		399	69	4.196	4.254

Total Earnings	June 18 Month Ending	Fiscal Year To Date
Current Year	640,622.88	8,976,882.06
Average Daily Balance	311,754,652.56	247,899,951.18
Effective Rate of Return	4.17%	3.73%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2024. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."


Robert C. Cortez, Asst Chief, Business Services

6/20/24

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 305,229,941.65
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,512,582.65)
Total	\$ 299,717,359.00

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
June 18, 2024

See Note 1 on page 19

See Note 2 on page 19

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Mat./Call	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			15,617,895.10	15,617,895.10	15,617,895.10	5.183	5.183	1	
SYS528	528	MUFG Treasury Obligations		07/01/2023	0.00	0.00	0.00	4.620	4.620	1	
SYS530	530	US Bancorp Sweep Account			5,506,179.10	5,506,179.10	5,506,179.10	4.899	4.899	1	
Subtotal and Average			35,247,931.23		21,124,074.20	21,124,074.20	21,124,074.20		5.109	1	
Federal Agency Coupon Securities											
3133EMWH1	1030	Federal Farm Credit Bank (Callable 6/21/2024)		04/22/2021	3,000,000.00	2,891,460.00	3,000,590.25	0.710	0.680	2	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,551,920.00	12,000,000.00	0.720	0.720	12	04/28/2025
3130B1KC0	1130	Federal Farm Credit Bank (Callable 5/28/2025)		05/28/2024	2,000,000.00	2,000,260.00	2,000,000.00	5.250	5.250	343	05/28/2026
3133ERFU0	1131	Federal Farm Credit Bank (Callable 11/29/2024)		05/29/2024	2,000,000.00	1,999,980.00	1,998,250.00	5.440	5.625	163	05/29/2026
3130B1PW1	1133	Federal Farm Credit Bank (Callable 3/12/2025)		06/13/2024	7,000,000.00	7,000,140.00	7,000,000.00	5.220	5.220	266	06/12/2026
3134H1V75	1129	Fed Home Loan Mtg Corp (Callable 5/21/2025)		05/24/2024	8,000,000.00	8,000,080.00	8,000,000.00	5.200	5.201	336	05/21/2026
3130ALNY6	1025	Fed Home Loan Bank (Callable 6/30/2024)		03/30/2021	8,000,000.00	7,887,760.00	8,000,000.00	0.550	0.592	11	09/30/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 7/23/2024)		04/23/2021	11,015,000.00	10,831,930.70	11,015,000.00	0.520	0.560	34	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 7/29/2024)		04/29/2021	12,000,000.00	11,177,040.00	12,000,000.00	1.000	1.000	40	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 8/11/2024)		05/11/2021	12,000,000.00	11,819,760.00	12,000,000.00	0.550	0.578	53	10/11/2024
Subtotal and Average			72,347,168.95		77,015,000.00	75,160,330.70	77,013,840.25		1.823	95	
Federal Agency Disc. -Amortizing											
313384YS2	1109	Fed Home Loan Bank		12/21/2023	14,000,000.00	13,979,560.00	13,982,535.00	4.990	5.263	9	06/28/2024
313384M89	1113	Fed Home Loan Bank		02/29/2024	14,000,000.00	13,728,680.00	13,739,600.00	4.960	5.243	135	11/01/2024
313384E70	1121	Fed Home Loan Bank		04/22/2024	13,000,000.00	12,851,410.00	12,854,941.67	5.150	5.399	78	09/05/2024
313384B32	1122	Fed Home Loan Bank		04/22/2024	13,000,000.00	12,903,670.00	12,906,201.39	5.195	5.425	50	08/08/2024
313385AZ9	1124	Fed Home Loan Bank		05/08/2024	10,000,000.00	9,692,600.00	9,694,920.83	5.015	5.308	219	01/24/2025
313384J34	1125	Fed Home Loan Bank		05/08/2024	6,000,000.00	5,907,900.00	5,908,840.00	5.160	5.419	106	10/03/2024
313384B73	1126	Fed Home Loan Bank		05/23/2024	2,000,000.00	1,984,020.00	1,984,310.00	5.230	5.440	54	08/12/2024
313384J75	1128	Fed Home Loan Bank		05/23/2024	2,000,000.00	1,968,160.00	1,968,375.00	5.175	5.427	110	10/07/2024
313385AK2	1132	Fed Home Loan Bank		06/12/2024	5,000,000.00	4,856,100.00	4,856,784.72	5.030	5.309	205	01/10/2025
Subtotal and Average			79,503,959.36		79,000,000.00	77,872,100.00	77,896,508.61		5.338	99	
Treasury Discounts -Amortizing											
912796Y45	1112	US Treasury Bill		01/17/2024	6,000,000.00	5,994,000.00	5,993,333.33	5.000	5.258	8	06/27/2024
912797GB7	1116	US Treasury Bill		04/18/2024	14,000,000.00	13,957,160.00	13,955,606.37	5.189	5.399	22	07/11/2024
912797JT5	1118	US Treasury Bill		04/19/2024	14,000,000.00	13,928,880.00	13,927,900.00	5.150	5.369	36	07/25/2024
912797KC0	1119	US Treasury Bill		04/22/2024	13,000,000.00	12,881,310.00	12,880,746.66	5.160	5.399	64	08/22/2024
912797KL0	1120	US Treasury Bill		04/22/2024	13,000,000.00	12,827,750.00	12,829,237.78	5.140	5.399	92	09/19/2024

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
June 18, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call	Maturity Date
Treasury Discounts -Amortizing											
912797KS5	1127	US Treasury Bill		05/23/2024	8,000,000.00	7,672,320.00	7,668,538.22	4.939	5.256	302	04/17/2025
912797KU0	1135	US Treasury Bill		06/13/2024	5,000,000.00	4,913,900.00	4,913,666.67	5.180	5.423	120	10/17/2024
Subtotal and Average			68,810,448.19		73,000,000.00	72,175,320.00	72,169,029.03		5.368	80	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			55,845,144.83	55,520,755.29	55,845,144.83	4.332	4.332	1	
Subtotal and Average			55,845,144.83		55,845,144.83	55,520,755.29	55,845,144.83		4.332	1	
Money Mkt Mutual Funds/Cash											
SYS10033	10033	Revolving Fund		07/01/2023	20,000.00	20,000.00	20,000.00		0.000	1	
SYS4	4	Union Bank		07/01/2023	0.00	0.00	0.00		0.000	1	
SYS5	5	US Bancorp		07/01/2023	1,160,329.73	1,160,329.73	1,160,329.73		0.000	1	
Average Balance			0.00	Accrued Interest at Purchase		1,015.00	1,015.00			1	
				Subtotal		1,181,344.73	1,181,344.73				
Total Cash and Investments			311,754,652.56		307,164,548.76	303,033,924.92	305,229,941.65		4.254	69	

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of June 19, 2024

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(06/19/2024 - 06/19/2024)	7 Maturities	0 Payments	78,149,548.76	25.68%	78,149,548.76	77,825,159.22
Aging Interval:	1 - 30 days	(06/20/2024 - 07/19/2024)	3 Maturities	0 Payments	34,000,000.00	11.20%	33,931,474.70	33,930,720.00
Aging Interval:	31 - 60 days	(07/20/2024 - 08/18/2024)	3 Maturities	0 Payments	29,000,000.00	9.51%	28,818,411.39	28,816,570.00
Aging Interval:	61 - 90 days	(08/19/2024 - 09/17/2024)	2 Maturities	0 Payments	26,000,000.00	8.49%	25,735,688.33	25,732,720.00
Aging Interval:	91 - 120 days	(09/18/2024 - 10/17/2024)	6 Maturities	0 Payments	46,000,000.00	14.96%	45,620,119.45	45,325,230.00
Aging Interval:	121 - 365 days	(10/18/2024 - 06/19/2025)	7 Maturities	0 Payments	63,015,000.00	20.20%	61,975,434.02	61,225,010.70
Aging Interval:	366 - 1095 days	(06/20/2025 - 06/19/2027)	5 Maturities	0 Payments	31,000,000.00	9.96%	30,998,250.00	30,177,500.00
Aging Interval:	1096 days and after	(06/20/2027 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			33 Investments	0 Payments		100.00	305,228,926.65	303,032,909.92



NOTES TO PORTFOLIO MANAGEMENT REPORT

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

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority **AGENDA STAFF REPORT**

**Executive Committee Meeting
July 25, 2024**

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

Legislative Report

Contact(s) for Further Information

Robert C. Cortez, Assistant Chief robertcortez@ocfa.org 714.573.6012
Business Services Department

Olina Wibroe-Benson, Legislative Affairs olinabenson@ocfa.org 714.573.6048
Manager

Summary

This item is submitted to provide an update on legislative activities and to inform the Committee of additional legislation with recommended positions consistent with the Board adopted Legislative Platform.

Prior Board/Committee Action

On July 17, 2024, the Legislative and Public Affairs 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 Mallari and Wagner absent).

RECOMMENDED ACTION(S)

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

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The attached Legislative Report provides an update on legislation and bill positions previously approved by the L&PA Committee and Executive Committee. The report also includes additional legislation with recommended positions. SB 571 (Allen) and SB 610 (Wiener) have been added for monitoring, AB 2557 (Ortega) has been added with a recommended oppose unless amended position, and Amendment to H.R. 8752 (Mullin) #37 has been added with a recommended support position. These bills are addressed in the attached report.

Staff will provide an oral update on these bills and others in the attached report. OCFA's lobbyists will be available to address any questions regarding legislation or budget actions affecting OCFA.

Attachment(s)

1. Legislative Report
2. State Lobbyist Report
3. Federal Lobbyist Report
4. State and Federal Legislation Bill Analysis



Orange County Fire Authority

Legislative Report

July 17, 2024

Just in time for summer recess, the Legislature, Governor Newsom, and party leaders finalized the 2024-25 budget agreement. The Governor signed AB 107, SB 108, and SB 109, which contain budget language outlining the fiscal and policy priorities for the State of California. Additional budget trailer bills may pass when the Legislature returns from summer recess in August.

The 2024-25 budget addresses the two-year budget deficit of approximately \$75 billion through the 2025-26 budget. This was achieved through a series of measures, including the use of one-time rainy-day funds and a 7.95% reduction of state operations to almost all departments. While most departments will be impacted by budget cuts proposed in the budget, it's important to note that CAL FIRE will not be affected. The budget allocates a General Fund appropriation of \$699.9 million and an authorization for about 12,500 positions. Furthermore, there is an increase of \$198.8 million and 338 positions beginning in 2024-25 to reflect the implementation of the Bargaining Unit 8 66-hour workweek MOU.

A handful of fire-related bills are being considered by the legislature, whose language has changed dramatically because of amendments. These bills propose potential changes to fire hazard severity zone requirements, the introduction of a wildfire mitigation area, and state reporting, which will provide recommendations related to the state's ingress, egress, and evacuation route requirements for developers.

Our Congressional representatives have been unwavering in their support for the OCFA, advancing our FY 25 Community Project Funding requests in the FY 25 Transportation-HUD Appropriations bill. Their efforts have been instrumental in advocating for a US&R funding increase, a request championed by Chief Fennessy as the western representative for 9 US&R Task Forces in the region and Task Force 5. While the original increase request was not included in the Homeland Security appropriations bill base text, Representative Kim, Mullin, and Tokuda submitted an amendment to carry this request forward. On June 26th, that amendment passed and is moving on to the Senate in H.R. 8752- Department of Homeland Security Appropriations Act, 2025.

The following are bills identified previously for impact to OCFA and have been accompanied by their status.

Emergency Medical Services[AB 1792 \(Rodriguez\) Emergency Medical Services: Protective Equipment](#)**Position:** Monitor

Summary: Requires the Emergency Medical Services Authority to develop standards on or before January 1, 2027, for personal protective equipment for ambulance personnel and to update the standards on or before January 1, 2032, and every 5 years thereafter.

AB 1792 was referred to the suspense file on 6/17.

[AB 2225 \(Rodriguez\) Discovery: Emergency Medical Services Review Committees](#)

Position: Support

Summary: Would extend an exemption that is currently available to 14 professions to exempt records from EMS' peer review committees from the discovery process during litigation.

AB 2225 passed out of the Senate Judiciary Committee on 6/11.

[AB 2348 \(Rodriguez\) Emergency Medical Services](#)

Position: Support

Summary: Requires the Emergency Medical Services Authority to develop planning and implementation guidelines for response times. Requires the authority to develop a statewide standard methodology for calculation and reporting by a local EMS agency (LEMSA) of response time. Requires the authority to ensure the guidelines include a list of specified standardized terminology for a LEMSA to use when granting exemptions or modifying original response time data.

AB 2348 passed out of Sen. Appropriations on 6/24.

Operations and Community Safety

[AB 2344 \(Petrie-Norris\) Fire Prevention: Grant Programs: Reporting](#)

Position: Support

Summary: Requires the Wildfire and Forest Resilience Task Force, on or before July 1, 2025, and annually thereafter, to compile and post on its Internet website specified information regarding identified state and federal grant programs relating to fire prevention and resilience.

AB 2344 did not pass out of the Assembly and was held under submission on 5/16.

[AB 2408 \(Haney\) Firefighter personal protective equipment: PFAS](#)

Position: Support

Summary: Bans PFAS from being used in California firefighting gear starting July 1, 2026. The bill also directs the Occupational Safety and Health Standards Board to revise regulations to meet the latest testing standards within one year after being updated.

AB 2408 passed Sen. Committee on Labor, Public Employment and Retirement on 6/26.

[AB 2727 \(Emerg. Mgmt Cmte\) Office of Emergency Services: Maritime Firefighting](#)

Position: Support

Summary: Establishes the Maritime Firefighting Mutual Aid Program within OES for the purpose of enhancing maritime firefighting capabilities of local fire departments. Requires, upon appropriation by the Legislature, OES to conduct an all-risk maritime response capabilities assessment, as specified, and acquire and provide fire boats to local fire departments, as specified, and require the local fire departments to utilize the fire boats to enhance local, regional, and mutual aid response capabilities.

AB 2727 did not pass out of the Assembly and was held under submission on 5/16.

[AB 3062 \(Bauer- Kahan\) Fire Protection Districts: Electrical Corporations](#)

Position: Support

Summary: Authorizes a fire protection district to require an electrical corporation or local publicly owned electric utility to notify the district at least 24 hours before performing scheduled, nonemergency hot work, deploying a safety and infrastructure protection team, or performing a prescribed or controlled burn within the district's jurisdiction, except as provided. Subjects an electrical corporation that fails to provide that notice to a civil penalty of \$500.

AB 3062 passed Sen. Committee on Energy, Utilities and Communications on 6/18.

[AB 3065 \(Garcia\) Fireworks: Retail Sales](#)

Position: Oppose

Summary: Authorizes the retail sale of certified safe and sane fireworks from 9 a.m. on a specified date to midnight of a specified date of the following year pursuant to a license issued by the State Fire Marshal, if authorized by a charter city, city, county, or city and county ordinance or resolution that may also restrict the hours of use of those fireworks.

AB 3065 did not pass out of the Assembly and was held under submission on 5/16.

[AB 3150 \(Quirk-Silva\) Fire safety: Fire Hazard Severity Zones](#)

Position: Monitor

Summary: Requires the State Fire Marshal to provide an opportunity for the public to review and comment on the fire hazard severity zone maps before the State Fire Marshal submits them to the local agency. Requires the State Fire Marshal to develop a process to allow for the petition for a review and potential redesignation of large areas that have undergone a significant change in conditions that would likely result in a decrease in fire hazard based on substantial evidence.

SB 610 (Weiner) may make this bill redundant. The administration-backed bill will make AB 3150 null and void by removing fire hazard severity zones altogether and replacing them with a state mitigation zone (undefined).

AB 3150 passed Sen Committee on Governmental Organization on 6/25.

[AB 2330 \(Holden\) Endangered Species: Wildfire Prep Activities](#)

Position: Support

Summary: Requires the Department of Fish and Wildlife to, within 90 days of receiving an application, authorize the take of endangered, threatened, or candidate species to any routine fuel management activities conducted by local agencies on lands that are within moderate, high, or very high fire hazard severity zones and adjacent to wildland-urban interface fire areas.

AB 2330 passed Sen. Committee on Natural Resources and Water on 6/25.

[SB 1066 \(Blakespear\) Hazardous waste: marine flares: producer responsibility](#)

Position: Support

Summary: Creates a producer responsibility program for marine flares. Defines covered product to mean a pyrotechnic device that produces a brilliant light of a plume of colorful smoke as a visual

distress signal on marine vessels to attract attention and pinpoint a boater's location in an emergency.

SB 1066 passed Asm. Committee on Environmental Safety and Toxic Materials on 6/25.

Administration

SB 1325 (Durazo) Public contracts: Best Value Procurement

Position: Support

Summary: Authorizes a state or local agency to award contracts through a "best value" procurement method.

SB 1325 passed Asm. Local Government Committee 6/26.

AB 2421 (Low) Employer-Employee Relations: Confidential Communication

Position: Monitor

Summary: Prohibits a local public agency employer, a state employer, a public-school employer, a higher education employer, or the district from questioning any employee or employee representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the recognized employee organization's representation.

AB 2421 passed Sen. Committee on Labor, Public Employment and Retirement 6/26.

AB 2660 (Emerg. Mgmt Cmte) Office of Emergency Services: Federal Grant Funding

Position: Support

Summary: Requires the Office of Emergency Services (OES), to the extent permitted by federal law, to provide to local operational areas and urban areas the maximum local share of federal grant funding administered by the office from specified federal grant programs relating to emergency management and homeland security.

AB 2660 passed Sen. Committee on Governmental Organization on 6/25.

AB 2715 (Boerner) Ralph M. Brown Act: Closed Session

Position: Support

Summary: Authorizes a closed session of a legislative body of a local agency to consider or evaluate matters related to cybersecurity, as specified, provided that any action taken on those matters is done in open session.

AB 2715 passed Sen. Judiciary Committee on 6/25.

SB 1346 (Durazo) Workers Compensation: Aggregate Disability Payment

Position: Monitor

Summary: Authorizes temporary disability benefits if a denial of treatment requested by a treating physician is subsequently overturned by independent medical review. Prohibits the temporary disability from exceeding the time from the date of the treatment denial through the date of the independent medical review determination overturning the treatment denial.

SB 1346 was held in committee and under submission on 5/16.

Newly Identified Bills

[SB 571 \(Allen\) Development Projects Emergency Preparedness](#)

Recommended Position: Monitor

Summary: SB 571 (Allen) was significantly amended on 6/24 and would now require the Office of Planning and Research to conduct a study that would provide recommendations on potential improvements to state standards for ingress and egress and evacuation routes for new development in the event of a wildfire. Fire Chiefs are listed as a required representative for the working group that the Office of Planning and Research must consult with.

SB 571 passed Asm. Committee on Natural Resources 7/01.

[SB 610 \(Wiener\) Fire Hazard Severity Zones](#)

Recommended Position: Monitor

Summary: This bill is a gut and amend that is intended to eliminate the state's fire hazard severity mapping for the state responsibility area (SRA) and local responsibility area (LRA) and require the State Fire Marshal to designate a Wildfire Mitigation Area (WMA) through regulations for fire mitigation across the state.

This bill will eliminate the distinction between various fire hazard severity zones and standardize requirements across LRA and SRA. Additionally, this bill will remove the local agency adoption requirement and replace it with a public comment period.

At the July 1, 2024, Assembly Natural Resources Committee hearing, Chair Bryan voiced serious concerns about this bill because it was a rushed gut and amend with little stakeholder input. Sen. Wiener accepted the committee's amendments and agreed with the Committee to work with stakeholders, The Newsom Administration, and CAL FIRE over Summer Recess to modify the bill and reinsert new and clarifying language.

SB 610 passed Asm. Committee on Natural Resources on 7/01.

[AB 2557 \(Ortega\) Local agencies: contracts for special services and temporary help: performance reports](#)

Recommended Position: Oppose unless amended

Summary: This bill places requirements on local governmental agencies related to contracting out services for contracts over \$100,000 for work performed by public employees within 5 years. While there is no issue with the bill's intent or original language, the recent removal of the government-to-government contract exemption in Section 5 of AB 2557 qualifies automatic aid and mutual aid agreements for onerous reporting requirements as they are contracts for services. The purpose of the bill is to highlight the privatization of public sector functions/positions. Responding to mutual aid and automatic aid incidents is not privatization as, under mutual aid, employees on both sides of the transaction are represented by public sector employees.

Recent committee amendments add the following to the various sections:

- (f) This section shall not apply to any contracts that meet **both** of the following criteria:*
- (1) A contract for an amount less than \$100,000.*
 - (2) A contract to provide services for work not usually performed by public employees.*
 - (g)...(4) “Work not usually performed by public employees” means a function or activity for which the employer has not had a classification within the last 5 years prior to the initiation of the contract whose duties include the function or activity.*

AB 2557 passed the Senate Local Government Committee on 07/03.

[Amendment to H.R. 8752 \(Mullin\) #37 Public Safety Communication Standards](#)

Recommended Position: Support

Summary: U.S. Representatives Young Kim, Kevin Mullin, and Jill Tokuda introduced this bill to decrease \$18,168,000 from the Management Directorate operations and support and increase \$18,168,000 for FEMA operations and support for the National Urban Search & Rescue Response System. This will bring the House funding for Urban Search & Rescue to \$56 million for FY 2025. Rep. Mullin stated on the floor that each of the 28 task forces should receive \$2 million apiece – defining how the extra funds should be used. The Mullin-Kim-Tokuda Amendment passed by voice vote on the House floor on June 26th and moved to the Senate.

ATTORNEY WORK PRODUCT
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TO: Olina Wibroe-Benson
Orange County Fire Authority (OCFA) **VIA PDF E-MAIL**

FROM: John Moffatt
Geoff Neill

DATE: July 3, 2024

RE: 2024 Legislative Report

State Budget Agreement

On June 26 and 27, the Legislature passed 18 bills as part of this year's budget package, and Governor Newsom (and Acting Governor Kounalakis) signed the three budget-related bills the Legislature passed two weeks previously.

In total, the budget includes \$211.5 billion of General Fund, \$153 billion of federal funds, and \$86.4 billion of various special funds. The agreement avoids many of the deep proposed cuts to health and safety net programs, includes a compromise on prison spending, delays the initial wage requirement for health facility workers, and imposes a 7.95% reduction across the board for state operations and a sweep of many vacant positions. The budget includes provisions to balance the 2025-26 budget, but projects a deficit of \$14 billion in 2026-27.

The bills in this year's budget package are as follows:

- AB 107: 2024 Budget Act
- SB 154: Proposition 98 Suspension
- SB 167: Taxation
- SB 108: Amendments to 2024 Budget Act ("Budget Bill Jr.")
- SB 109: Amendments to 2023 Budget Act ("Budget Bill Jr.")

- SB 153: K-12 Education
- SB 155: Higher Education
- SB 156: Resources
- SB 159: Health
- AB 160: MCO Taxes
- AB 161: Human Services
- AB 162: Developmental Services
- SB 163: Child Care
- SB 164: General Government
- AB 166: Housing
- AB 168: Public Safety
- AB 169: Juvenile Justice
- AB 170: Courts
- AB 171: Labor
- AB 173: Transportation
- SB174: CEQA Exemptions: State Capitol Annex and Native Fish/Wildlife
- SB 175: Revenue and Taxation

Proposition 4 - The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024

The \$10 billion climate and resources bond expected to appear on the November ballot includes \$1.5 billion for wildfire and forest resilience, as follows:

- \$135 million to CalOES for a wildfire mitigation grant program for projects that do things like reduce wildfire risks, harden community infrastructure, provide zero-emission backup power, harden homes, and create defensible space.
- \$1.205 billion to improve local fire prevention capacity, improve forest health and resilience, and reduce the risk of wildfire spreading into populated areas from wildlands. This includes:
- \$185 million for the Department of Conservation's Regional Forest and Fire Capacity Program.

- \$170 million to implement region projects such as landscape-scale projects developed by forest collaborative and projects that implement strategies of state conservancies.
- \$175 million for long-term forest health projects, including prescribed fire, grazing, and reforestation.
- \$185 million for local fire prevention grants and for grants to conduct workforce development for fire prevention and wildfire resilience work.
- \$25 million to Cal FIRE for the creation or expansion of a fire training center.
- \$200 million for forest health and watershed improvement projects in very high, high, and moderate fire hazard areas.
- \$50 million for fuel reduction, structure hardening, defensible space, reforestation, and targeted acquisitions to improve forest health and fire resilience.
- Between \$25 million and \$33.5 million to various regional conservancies for watershed improvement, wildfire resilience, chaparral and forest restoration, and workforce development.
- \$15 million to the Wildfire Conservancy to improve firefighter health and safety, advance fire attack effectiveness, and promote community resilience and awareness.
- \$15 million to the California Fire Foundation to support vegetation mitigation and fuels reduction projects, public education, PPE, specialized firefighting equipment, and firefighter health and safety.
- \$50 million for projects that provide long-term capital infrastructure to use forest and other vegetative waste removed for wildfire mitigation for noncombustible uses that maximize reductions in greenhouse gas emissions, provide local air quality benefits, and increase local community resilience against climate change impacts.
- \$25 million for technologies that improve detection and assessment of new fire ignitions.
- \$35 million to reduce wildfire risk related to electricity transmission.
- \$50 million to the California Conservation Corps or similar organizations for projects such as climate resilience and responding to natural disasters.

O. Wibroe-Benson
July 3, 2024
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***ATTORNEY-CLIENT COMMUNICATION
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Orange County Fire Authority July 2024 Report

Congress

OCFA Community Project Funding Requests Advance Forward

During the month of June, we learned several of OCFA's Community Project Funding/Congressionally Directed Spending requests, informally known as earmarks were advanced forward through the annual appropriations process. On the House side, the Transportation-HUD Appropriations Subcommittee released the list of projects recommended for funding during its June 27th markup. Included in the House THUD bill are two projects for the OCFA recommended for funding.

- \$1 million for Mission Viejo Fire Station #9, Rep. Young Kim
- \$1 million for Los Alamitos Fire Station, Rep. Michelle Steel

The House THUD bill will be marked up in full Committee on Wednesday, July 10, and then will move to the House floor for consideration the week of July 29.

On the Senate side, we learned earlier this month that both California Senators Padilla & Butler advanced OCFA's Congressionally Directed Spending request for \$2.5 million to support EV charging infrastructure at OCFA's headquarters. The Senate is much further behind the House in scheduling its mark-ups. While the Senate will begin some mark-ups the week of July 8, it is not expected that we will learn whether OCFA's projects was recommended for funding until the end of July.

House Passes FY25 Homeland Security Appropriations Bill With Increased Funding

On June 28, the House passed the FY25 Homeland Security Appropriations bill along strict party lines. While it provides increases for critical FEMA grant programs, other aspects of the bill, such as provisions addressing immigration, led to nearly all Democrats voting against it.

During floor consideration of the bill, we had a bipartisan amendment offered by Reps. Young Kim (R-CA), Kevin Mullin (D-CA), and Jill Tokuda (D-HI) to increase funding for the Urban Search & Rescue program by \$18 million. The bipartisan amendment was agreed to by voice vote bringing the proposed FY25 funding level for US&R to a total of \$56 million. This increase will provide each of the 28 sponsoring task forces, including OCFA, \$2 million in funding for its activities to support the system. This is an increase of approximately \$800,000 in funding for each task force. Rep. Kim spoke on the House floor regarding the importance of the funding, and highlighted the work of OCFA & Chief Fennessy.

The bill recommends \$28.1 billion for FEMA, an increase of \$2.8 billion above the fiscal year 2024 enacted level and \$547.5 million above the fiscal year 2025 request, including \$22.7 billion for

disaster relief. In particular, The House recommended to restore funding for all the FEMA preparedness grant programs that were cut in FY24. This funding includes:

- \$520 million for the State Homeland Security Grant Program, an increase of \$58 million
- \$615 million for Urban Area Security Initiative, an increase of \$62 million
- \$274.5 million for the Nonprofit Security Grant Program, an increase of \$30.5 million
- \$720 million for the Assistance to Firefighters Grant (AFG) and Staffing for Adequate Fire and Emergency Response (SAFER) Grants, an increase of \$72 million.

Finally, the bill report includes language regarding geospatial urban search and rescue training, planning, and response efforts:

- *Innovative Technologies in Coordinated Disaster Response.—The Committee is aware that FEMA employs innovative technologies, including geographic information system (GIS) tools in collaboration with nonprofit entities, to improve disaster response capabilities, such as urban search and rescue software platforms. The recommendation includes \$3,000,000 for the Office of Response and Recovery, in close coordination with the U.S. Fire Administration, to expand upon geospatial urban search and rescue training, planning, and response efforts with search and rescue geospatial support technology solutions in preparation for emergency events and disaster responses. FEMA shall consider appropriate data exchange between these efforts and the National Emergency Response Information System (NERIS). Not later than 60 days after the date of enactment of this Act, FEMA shall brief the Committee on a spend plan for the funds and information on how FEMA plans to integrate the solution, where appropriate, with NERIS.*

Senate Passes AFG/SAFER Reauthorization Bill, Sends to President for Signature

On June 18, the Senate passed once again the Fire Grants and Safety Act of 2023 ([S. 870](#)) by a vote of 88-2. This bill reauthorizes the United States Fire Administration through 2028, specifically authorizing Congress to fund the administration \$95,000,000 per FY 2024 and 2028.

The Senate needed to vote on the legislation a second-time because the House hitched a bill to accelerate the deployment of nuclear energy capacity prior to the House passing it in May.

The bill also reauthorized FEMA's Assistance to Firefighters Grants (AFG) and Staffing for Adequate Fire and Emergency Response (SAFER) grant programs from FY 2024 to 2028. The bill now heads to President Biden's desk for his signature.

House Homeland Security Committee Holds Hearing on Proposed Fire Brigades Rule

On June 4, the House Homeland Security Subcommittee on Emergency Management and Technology held a hearing entitled: [“Stakeholder Perspectives on OSHA’s Proposed Rule to Update the Fire Brigades Standard”](#). This proposed rule would require fire brigades under Occupational Safety and Health Administration (OSHA) enforcement to develop new written emergency response plans, hazard vulnerability assessments, training, personal equipment, medical screenings, and behavioral health services.

While there was significant discussion about the benefits of this proposed (i.e. increased attention to workplace safety and behavioral health resources), one primary cause for concern with this proposed rule is that it does not take into account the lack of resources fire brigades in smaller municipalities have to implement these changes.

Senator Introduces Legislation to Empower First Responders with Resources Needed to Tackle Electric Vehicle Crashes

On Thursday, June 21st, Senator Ron. Wyden (D-OR) introduced a [bill](#) regarding first responders' response time to electric vehicle emergencies, titled "Supporting America's Firefighters and Emergency Responders to Electric Vehicles Act of 2024" (SAFER EVs Act). Supported by the IAFC, this bill aims to enhance first responders' ability to respond to electric vehicle emergencies promptly through a variety of ways.

First, the bill mandates the Secretary of Energy to align its work with the Secretaries of Transportation and the Federal Emergency Management Agency to employ research and plan the future deployment of EV training. The Energy Department would also need to consult with the National Fire Protection Association to update EV training standards and safety information and make them accessible.

The SAFER EVs Act would:

- Authorize an additional \$10 million annually for State Fire Training Grants to support widespread EV-specific training delivery.
- Require the coordinating agencies to revisit the technical report and update it every three years to keep up with technological and research advancements.
- Require the National Highway Transportation Safety Administration to consider emergency response guides provided by the vehicle manufacturer when assessing a vehicle's New Car Assessment Program score.
- Require the publication and distribution of EV emergency response guides to all first and second responders, such as tow truck operators and salvage yard owners.

Administration

FCC Adopts Rule Requiring Location-Based Routing for 9-1-1 Calls

On January 26, the Federal Communications Commission (FCC) adopted rules increasing the "precision of routing wireless 9-1-1 calls to Public Safety Answering Points (PSAPs)." Historically, 9-1-1 calls were sent to PSAPs based on the location of the cell tower that accepted the call, but this could delay response times by referring emergencies to improper locations. Now, wireless providers must use tech that allows for location-based routing to provide a more accurate location and, thus, the correct PSAP.

The cost of the change will be up to \$215 million but is outweighed by the \$172 billion benefit of "eliminating the call transfer time between PSAPs and reducing deaths due to such delay." Wireless providers must implement the changes for wireless calls by November 13, 2024, and for real-time texts by May 13, 2026.

Supreme Court Eliminates Chevron Deference

The Supreme Court issued a host of decisions last week, including one that strikes down Chevron deference: a legal framework established in 1984 where courts defer the authority of interpreting an ambiguous federal statute to federal agencies. The ruling came in *Loper Bright Enterprises v. Raimondo*, a case involving two fishermen who challenged a Department of Commerce regulation.

The 6-3 ruling reduces federal agency power to approve regulations and has potential widespread implications on federal checks and balances.

Writing for the majority opinion, Chief Justice John Roberts argued for removal of the administrative law, claiming that “Courts must exercise their independent judgement in deciding whether an agency has acted within its statutory authority.” In their dissent, Justices Elena Kagan, Sonia Sotomayor, and Ketanji Brown Jackson upheld Chevron and contended that overhauling it reduces the power of agencies to execute their duties and removes their power to make informed regulatory decisions.

Holland and Knight has prepared new resources that provide insight on the impact of this decision and the reversal of Chevron deference, included [here](#).

Date of Hearing: July 1, 2024

ASSEMBLY COMMITTEE ON NATURAL RESOURCES

Isaac G. Bryan, Chair

SB 571 (Allen) – As Amended June 24, 2024

SENATE VOTE: 31-0

SUBJECT: Fire safety regulations: development projects: ingress and egress route standards.

SUMMARY: Requires the Office of Planning and Research (OPR) to conduct a study and prepare a report evaluating potential improvements to state standards for ingress and egress and evacuation routes for development in the event of a wildfire.

EXISTING LAW:

- 1) Establishes OPR in the Governor’s office and requires OPR, by July 1, 2020, in consultation with the Housing and Community Development (HCD), the Department of Forestry and Fire Protection (CAL FIRE), the Office of Emergency Services (CalOES), and other fire and safety experts, to update the guidance document entitled “Fire Hazard Planning, General Plan Technical Advice Series.” Requires the guidance document to include specific land use strategies to reduce fire risk to buildings, infrastructure, and communities. (Government Code (GC) 65037 and 65040.21)
- 2) Establishes the State Board of Forestry and Fire Protection (Board) to determine, establish, and maintain an adequate forest policy for the state, and protect all wildland forest resources in California that are not under federal jurisdiction. (Public Resources Code (PRC) 740)
- 3) Requires the Board to adopt minimum fire safety standards related to defensible space that are applicable to state responsibility area (SRA) lands under the authority of CAL FIRE, and to lands classified and designated as very high fire hazard severity zones (FHSZs). Requires the regulations to include road standards for fire equipment access, standards for signs identifying streets, roads, and buildings, minimum private water supply reserves for emergency fire use, and fuel breaks and greenbelts. (PRC 4290)
- 4) Requires the State Fire Marshal (SFM), in consultation with the Director of CAL FIRE and the Director of HCD, to propose fire protection building standards for roofs, exterior walls, structure projections, including, but not limited to, porches, decks, balconies, and eaves, and structure openings, including, but not limited to, attic and eave vents and windows of buildings in FHSZs, including very high fire hazard severity zones (VHFHSZs) designated by the SFM. (Health and Safety Code 13108.5)
- 5) Requires safety elements to include information about wildfire hazards, as well as goals, policies, and objectives and feasible implementation measures for the protection of the community from the unreasonable risk of wildfire. (GC 65302, 65302.5.)

THIS BILL:

- 1) Defines “development” as all new residential, commercial, and industrial development, unless the context otherwise requires.

- 2) Requires the OPR to conduct a study and prepare a report, including recommendations, that evaluates potential improvements to state standards for ingress and egress and evacuation routes for development in the event of a wildfire. Requires the report and recommendations to consider, at minimum, all of the following:
 - a) The potential effect that a change to state standards, described in this subdivision, could have on all of the following:
 - i) The cost and affordability of housing, including any potential impact on the ability of cities and counties to meet their statutory obligations;
 - ii) Interactions with state climate goals; and,
 - iii) The ability for individuals and communities to rebuild after a disaster.
 - b) Existing evacuation planning guidance, best practices, and fire safety standards.
 - c) The role of wildfire behavior, fire modeling, and potential wildfire impacts affecting evacuation routes and temporary refuge area locations.
 - d) Recommended feasible timeframes after notification of a fire to accommodate travel by the development's population to a point of safety, such as to a temporary refuge area, when appropriate, using designated evacuation routes.
 - e) Scaling and tiering of feasible standards based on the development's size, population density, motor vehicle volume, and other appropriate factors, including strategies and performance criteria to address safety needs.
 - f) The needs of vulnerable populations.
 - g) Travel capacity needs for designated evacuation routes and needs for concurrent emergency vehicle access, including considerations of current use of existing routes by local populations and potential reductions of travel capacity posed by new development.
 - h) Feasible mitigation for a development's traffic impacts that address any unmet local travel and infrastructure capacity needs of identified evacuation routes.
- 3) Requires OPR, to assist with and inform the development of the report and recommendations, to convene and consult with a working group that includes, but is not limited to, voluntary representatives from all of the following entities:
 - a) The Office of the SFM;
 - b) The Board;
 - c) HCD;
 - d) The Office of Emergency Services;

- e) The Transportation Agency;
 - f) The State Air Resources Board;
 - g) Local fire chiefs and local law enforcement or statewide associations representing those entities;
 - h) The building industry;
 - i) Organizations representing urban, suburban, and rural local governments; and,
 - j) Environmental, housing, and other nongovernmental stakeholder organizations.
- 4) Requires OPC, when developing the report, to include public outreach and engagement by providing regular opportunities for input from and dialogue with the public.
 - 5) Requires, on or before January 1, 2027, OPR to submit the report required to the appropriate fiscal and policy committees of the Legislature, consistent with GC 9795, and to the Governor.
 - 6) Sunsets the bill on January 1, 2031.

FISCAL EFFECT: Unknown

COMMENTS:

- 1) **Emergency evacuation routes.** Having narrow and overgrown roads leading into and out of communities that lie in the wildland urban interface (WUI) setting jeopardize the safety and lives of not only firefighters but the residents who live in these communities. These narrow roads do not allow for the simultaneous use of evacuating citizens and responding fire department equipment.

According to the Board, the 2006 Esperanza Fire claimed the lives of five firefighters, and roads were considered a contributing factor that lead to their deaths. In 2015, poor road networks led to deaths in the Valley Fire. In November 2018, the Camp Fire struck Butte County and first responders and residents fleeing the fire blizzard were both stuck in a bottleneck as the one main road both into and out of town was not cleared enough to efficiently evacuate. Many fleeing residents were caught and overtaken by the intense flames, and many lost their lives.

- 2) **Fire safe standards.** The Board maintains the Minimum Fire Safe Standards (Title 14, California Code of Regulations 1270.00-1265.05) to set certain minimum standards for structures, subdivisions, and developments in the SRA and VHFHSZ in the local responsibility area (LRA). The regulations include: (1) road standards for fire equipment access; (2) standards for signs identifying streets, roads, and buildings; (3) minimum private water supply reserves for emergency fire use; and, (4) fuel breaks and greenbelts.

SB 901 (Dodd), Chapter 626, Statutes of 2018, expanded the scope of the minimum fire safe standards regulations to the VHFHSZs in the LRA; requires the Board to promulgate

regulations for fuel breaks and greenbelts near communities; and, establishes measures for preserving undeveloped ridgelines to reduce fire risk and improve fire protection.

In 2021, the Board updated the regulations to, among many other things, make improvements to the ingress and egress requirements. That includes allowing flexibility to local jurisdictions to implement road networks that allow for alternative transportation modes that provide for concurrent ingress and egress; safeguarding that bridges and elevated structures meet road width and height requirements in order to avoid situations where a bridge width is narrower than a road and limits safe ingress or egress under emergency situations; and, adds a minimum ‘clear width’ requirement for bidirectional roads with a center median and one-way roads of 20 feet. This ensures that in instances where a road may only provide one traffic lane, sufficient clear width is provided to ensure concurrent ingress and egress during a wildfire as is provided for on bidirectional roads with two lanes.

The Board’s effort to update the regulations was highly controversial and it took time to develop an appropriate balance to ensure public safety while not unduly burdening or restricting new development to address the state’s housing supply crisis. The Board approved changes to the regulations to comply with SB 901 at their August 2022 meeting and they went into effect April 1, 2023.

According to the author, the Board’s regulations do not address specific requirements about the amount of distinct and separate ingress/egress routes needed for safe wildfire responses.

- 3) **Local evacuation planning.** The safety element of the general plan establishes policies and programs to protect the community from risks associated with seismic, geologic, flood, and wildfire hazards. Counties that contain a SRA and any city or county containing a VHFHSZ must submit its safety element for review and comment by the Board and any local agencies that provide fire protection to the city or county. Local agencies are also required, as a precondition for federal hazard mitigation grants, to prepare a local hazard mitigation plan every five years.

Further, several recent bills have augmented local evacuation planning requirements. SB 99 (Nielsen), Chapter 202, Statutes of 2019, requires cities and counties to identify residential developments with less than two evacuation routes. AB 747 (Levine), Chapter 681, Statutes of 2019, requires each city or county to review and update its safety element to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. AB 1409 (Levine), Chapter 481, Statutes of 2021, updated AB 747 to include evacuation locations.

- 4) **New development.** California’s population is nearly 40 million and growing, and, commensurately, so is the demand for housing and associated development. Cities and counties are frequently challenged to accommodate both current and future residents in need of safe and affordable housing. According to HCD, California must plan for more than 2.5 million new homes. That would require production of more than 300,000 units a year. By contrast, housing production in the past decade has been fewer than 100,000 units per year. Over the past few decades, communities across the state have approved many new housing units within or adjacent to the WUI; today, approximately one third of all homes in California are located in the WUI. This trend is of particular concern because WUI conditions are associated with an increased risk of loss of human life, property, natural

resources, and economic assets. Ensuring new development is built according to the state's minimum fire safe standards is critical to protecting those homes and residents.

- 5) **This bill.** SB 571 requires OPR to conduct a study and prepare a report evaluating potential improvements to state standards for ingress and egress and evacuation routes for development in the event of a wildfire.
- 6) **Committee amendments.** Safe evacuation routes that permit concurrent ingress and egress are not limited to wildfire emergencies. Therefore, *the Committee may wish to consider* expanding the reporting requirements in the bill to consider evacuation routes for the natural disasters (seismic, geologic, flood, and wildfire hazards) for which a local government's safety element of the general plan covers.

REGISTERED SUPPORT / OPPOSITION:

Support

Planning and Conservation League

Opposition

Building Industry Association of San Diego County
 California Apartment Association
 California Builders Alliance
 California Building Industry Association
 California Business Properties Association
 California Chamber of Commerce
 California Farm Bureau Federation
 California Manufacturers & Technology Association
 Central City Association of Los Angeles
 El Dorado County Chamber of Commerce
 El Dorado Hills Chamber of Commerce
 Elk Grove Chamber of Commerce
 Folsom Chamber of Commerce
 Greater Coachella Valley Chamber of Commerce
 Home Builders Association of The Central Coast

Lincoln Area Chamber of Commerce
 Murrieta Wildomar Chamber of Commerce
 North State Building Industry Association
 Rancho Cordova Area Chamber of Commerce
 Rancho Southeast Realtors
 Rocklin Area Chamber of Commerce
 Roseville Area Chamber of Commerce
 Sacramento Regional Builders Exchange
 Shingle Springs/Cameron Park Chamber of Commerce
 Southern California Leadership Council
 Southwest California Legislative Council
 Tri County Chamber Alliance
 United Chamber Advocacy Network UCAN
 Valley Industry and Commerce Association
 Yuba Sutter Chamber of Commerce

Analysis Prepared by: Paige Brokaw / NAT. RES. /

Date of Hearing: July 1, 2024

ASSEMBLY COMMITTEE ON NATURAL RESOURCES

Isaac G. Bryan, Chair

SB 610 (Wiener) – As Amended June 11, 2024

SENATE VOTE: 36-0

SUBJECT: Fire prevention: wildfire mitigation area: defensible space: State Fire Marshal: real property disclosures: fire protection building standards

SUMMARY: Eliminates the state's fire hazard severity mapping for the state responsibility area (SRA) and local responsibility area (LRA) and requires the State Fire Marshal to designate Wildfire Mitigation Area (WMA), through regulations, for fire mitigation across the state.

EXISTING LAW:

- 1) Establishes the State Fire Marshal (SFM) as an entity within the Department of Forestry and Fire Protection (CAL FIRE) to foster, promote, and develop ways and means of protecting life and property against fire and panic. (Health & Safety Code 13100 – 13100.1)
- 2) Requires the SFM, by regulation, to designate FHSZs and assign to each zone a rating reflecting the degree of severity of fire hazard that is expected to prevail in the zone. Provides that no designation of a zone and assignment of a rating shall be adopted by the SFM until the proposed regulation has been transmitted to the board of supervisors of the county in which the zone is located at least 45 days before the adoption of the proposed regulation and a public hearing has been held in that county during that 45-day period. (Public Resources Code (PRC) 4203)
- 3) Requires the SFM to periodically review zones and, as necessary, revise FHSZs or their ratings or repeal the designation of FHSZs. (PRC 4204)
- 4) Establishes the Board of Forestry and Fire Protection (Board) to determine, establish, and maintain an adequate forest policy for the state, and protect all wildland forest resources in California that are not under federal jurisdiction. (PRC 740)
- 5) Defines the SRA as areas of the state in which the financial responsibility of preventing and suppressing fires has been determined by the Board to be primarily the responsibility of the state. (PRC 4102)
- 6) Requires the Board to establish standards, based upon its determination of conditions that create an unreasonable hazard to life or property from fire, for what constitutes a hazardous condition in those instances not covered by state law. Requires standards to be established for each of CAL FIRE's administrative districts after a public hearing for which ample publicity is given. (PRC 4173)
- 7) Authorizes the Board, upon the written petition of the owners or authorized agents of more than 50% of the land, including public land, within the exterior boundaries of any area of not less than 10,000 acres in size, upon which a fire hazard exists due to the presence of

flammable material or cover, to designate such area as a hazardous fire area, and requires the Board to declare the period of time during which the area shall be so designated. (PRC 4251)

- 8) Requires the Board to adopt regulations implementing minimum fire safety standards related to defensible space that are applicable to SRA lands under the authority of CAL FIRE, and to lands classified and designated as very high fire hazard severity zones (VHFHSZs). (PRC 4290)
- 9) Requires the Board to develop and maintain a “Fire Risk Reduction Community” list of agencies, communities, and neighborhoods located in the SRA or a VHFHSZ that meet best practices for fire hazard planning. (PRC 4290.1)
- 10) Requires the Board to develop and update guidance for fuels management for defensible space compliance. Requires the SFM to make recommendations to the Board on vegetation management, and make reasonable efforts to provide notice to affected residents. (PRC 4291)
- 11) Requires a person who owns, leases, controls, operates, or maintains a building or structure in, upon, or adjoining a mountainous area, forest-covered lands, shrub-covered lands, grass-covered lands, or land that is covered with flammable material, to at all times maintain a defensible space of 100 feet from each side and from the front and rear of the structure, as provided. (PRC 4291.5)
- 12) Requires a person who owns, leases, controls, operates, or maintains an occupied dwelling or occupied structure in, upon, or adjoining a mountainous area, forest-covered land, shrub-covered land, grass-covered land, or land that is covered with flammable material, which area or land is within a VHFHSZ designated by the local agency to, at all times, maintain a defensible space of 100 feet from each side and from the front and rear of the structure, as provided. Requires the Board to adopt regulations for an ember-resistant zone for the elimination of materials that would likely be ignited by embers. (Government Code (GC) 51182)
- 13) Requires the SFM to identify areas in the state as moderate, high, and very high fire hazard severity zones (FHSZs) based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Requires FHSZs to be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the SFM as a major cause of wildfire spread. (GC 51178)

THIS BILL:

- 1) Provides that lands designated as VHFHSZs shall retain that identification until the SFM adopts the WMA.
- 2) Repeals the requirement for the SFM to identify areas in the state as moderate, high, and very high FHSZs upon adoption of the WMA regulations.
- 3) Repeals requirement for a local agency to designate, by ordinance, moderate, high, and very high FHSZs and the authority for a local agency to include areas as VHFHSZ that were not identified by the SFM upon adoption of the WMA regulations.

- 4) Repeals the requirement for the SFM to periodically review VHFHSZs and make recommendations.
- 5) Recasts defensible space requirements to apply to the WMA and shifts responsibility for updating defensible space requirements from the Board to the SFM.
- 6) Requires the SFM to adopt regulations to implement the defensible space requirements.
- 7) Requires the SFM to establish wildfire mitigation measures in the WMA. Requires wildfire mitigation measures to include, but not be limited to, all of the following:
 - a) Wildland Urban Interface (WUI) building standards;
 - b) Statewide minimum fire safety regulations, pursuant to PRC 4290 and 4290.1;
 - c) State defensible space requirements, pursuant PRC 4291;
 - d) Real estate hazard disclosure requirements;
 - e) Defensible space real estate compliance requirements, pursuant to Civil Code 1102.19;
 - f) Subdivision review requirements; and,
 - g) Safety element review requirements, pursuant to GC 65302.5.
- 8) Requires the SFM, in consultation with the Director of Housing and Community Development (HCD), to propose fire protection building standards for roofs, exterior walls, structure projections, including, but not limited to, porches, decks, balconies, and eaves, and structure openings, including, but not limited to, attic and eave vents and windows of buildings in the WMA.
- 9) Requires the SFM and HCD to propose, and the California Building Standards Commission to adopt, the building standards for the WMA during the next triennially occurring code adoption cycle.
- 10) Changes the intent for classifying lands based on severity of fire for the purposes of measures to slow the rate of spread of fire to classifying the WMA based on wildfire hazard in order to prepare communities.
- 11) Requires the SFM to designate, by regulation, a WMA within the state, excluding federal lands. Requires the WMA to be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the director of CAL FIRE as a major cause of wildfire spread. Requires the SFM, within two business days of the adoption of the regulations, to provide notice on its internet website that the regulations have been adopted.
- 12) Repeals the requirement for the SFM, by regulation, to designate and rate FHSZs.

- 13) Requires, when the SFM publishes the notice of proposed action concerning the WMA in the California Notice Register, the SFM to also transmit a copy to the board of supervisors of the county and the city council of each city in which the WMA is located.
- 14) Requires the SFM to conduct at least three public hearings during the rulemaking process.
- 15) Requires the SFM to periodically review, and, if necessary, update the WMA. Authorizes any update to the WMA to be petitioned pursuant to Sections 11340.6 and 11340.7 of the Government Code.
- 16) Requires the SFM to annually account for modifications to the SRA and make any necessary adjustments to the WMA. Provides that any revisions to the WMA from the annual review are not subject to the adoption requirements of the Administrative Procedure Act.
- 17) Repeals requirements for the Board to adopt regulations implementing minimum fire safety standards related to defensible space that are applicable to SRA and lands designated as VHFHSZs.
- 18) Shifts responsibility from the Board to the SFM to adopt regulations implementing minimum fire safety standards related to lands in the WMA.
- 19) Eliminates the regulatory requirement to preserve undeveloped ridgelines to reduce fire risk and improve fire protection.
- 20) Eliminates the ember resistant zone and replaces with an undefined zone with five feet of a structure.
- 21) Requires the SFM, in consultation with the Board, to adopt regulations implementing defensible space standards related to lands within the WMA.
- 22) Shifts responsibility from the Board to the SFM to develop and periodically update a guidance document on fuels management.
- 23) Amends the following statutes to replace reference of a FHSZ with the WMA:
 - a) Civil Code 1102.6f requiring a seller of any real property located in a high or VHFHSZ to provide a disclosure notice to the buyer, if the home was constructed before January 1, 2010.
 - b) Civil Code 1102.19 requiring a seller of a real property subject to this article that is located in high or VHFHSZ to provide to the buyer documentation stating that the property is in compliance with PRC 4291.
 - c) Civil Code 1103 requiring a seller of real property that is located within a high or VHFHSZ to disclose to any prospective buyer the fact that the property is located within a VHFHSZ and is subject to the requirements of GC 51182 if certain conditions are met.
- 24) Provides that no reimbursement is required by this bill pursuant to the California Constitution.

- 25) Provides that, if the Commission on State Mandates determines that this bill contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made.

FISCAL EFFECT: Unknown

COMMENTS:

- 1) **Wildfires.** In recent years, California has experienced a growing number of highly destructive wildfires. Of the 20 most destructive wildfires in California's recorded history, 13 have occurred since 2017. Together, these 13 fires caused tremendous damage, destroying nearly 40,000 structures, taking 148 lives, and charring millions of acres. As of June 19, there are multiple active wildfires across the state in Sonoma, Los Angeles, Colusa, Calaveras, and San Bernardino, and it's been reported that experts are warning Californians to brace for a "very active" wildfire season due to back-to-back wet winters and forecasts for a warmer than normal summer.

It is estimated that as many as 15 million acres of California forests need some form of treatment to maintain or restore forest health and prevent risk of wildfires. The state and United States Forest Service (USFS) have a collective goal to treat one million acres of land annually to reduce fire risk by 2025. CAL FIRE completed about 105,000 acres of fuel treatment, including 36,000 acres of prescribed burns during the 2023 fiscal year, according to state data. The USFS conducted about 312,000 acres of combined treatment and burns.

- 2) **Who's in charge?** The Board is a government-appointed body within CAL FIRE and is responsible for developing the general forest policy of the state, determining the guidance policies of CAL FIRE, and representing the state's interest in federal forestland in California.

The Board is required to adopt regulations implementing minimum fire safety standards related to defensible space that are applicable to SRA lands under the authority of CAL FIRE, and to lands classified and designated as VHFHSZs in the LRA. The Board also maintains a "Fire Risk Reduction Community" list of agencies, communities, and neighborhoods located in the SRA or a VHFHSZ that meet best practices for fire hazard planning.

The Office of the SFM was established by the Legislature in 1923 as an independent state entity; it was consolidated within CAL FIRE in 1995. Today, the SFM supports the mission of CAL FIRE by focusing on fire prevention through a variety of fire safety responsibilities, including: regulating buildings in which people live, work, and congregate; providing statewide direction for fire prevention within wildland areas; developing and reviewing regulations and building standards; and, providing training and education in fire protection methods and responsibilities.

The SFM classifies lands within the SRA into FHSZs. Each zone is based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by CAL FIRE as a major cause of wildfire spread.

In 2009, the Legislature enacted AB 9 (Wood), Chapter 225, Statutes of 2021, establishing the Deputy Director of Community Wildfire Preparedness and Mitigation in the Office of the

SFM to be responsible for overseeing defensible space requirements, establishment of FHSZs, and implementation of the minimum fire safety standards, among other responsibilities. SB 9 also augmented the SFM's responsibilities by transferring and delegating certain duties related to fire safety and wildfire prevention from CAL FIRE to the SFM, including CAL FIRE's local assistance grant program for fire prevention and home hardening education activities.

SB 610 shifts fire mitigation responsibilities, including defensible space regulatory authority and minimum fire safe standards, from the Board to the SFM. Environmental organizations express concern that the bill places these authorities and responsibilities on the SFM before knowing what parts of the state will be subject to the new requirements for the proposed WMA.

- 3) **Wildfire Mitigation Area.** SB 610 revises the area subject to fire mitigation requirements (presently the SRA and LRA VHFHZ) into a single designated WMA that encapsulates fire hazard, building standards, and defensible space. Under the bill, the SFM is required to designate, by regulation, a WMA within the state based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the director of CAL FIRE as a major cause of wildfire spread.

According to Governor Newsom's Administration, the intent is to create consistent, statewide minimum fire standard for mitigation across what is currently the SRA and LRA with one adoption process.

- 4) **Fire hazard mapping.** As of 2010, about one-third of California's housing units were located in the WUI. Residential developments in the WUI and other wildfire prone areas can significantly increase the risks of wildfires and the risk to public safety.

FHSZs fall into the following classifications: moderate, high, and very high based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. FHSZ maps evaluate "hazard" based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, defensible space, vegetation management, or fuel reduction efforts.

Regulations were approved on January 31, 2024, for revised SRA FHSZs, which became effective April 1, 2024. This current revision only updates areas in the SRA, which are unincorporated, rural areas where wildfires tend to be frequent.

Before the updated FHSZ regulations were approved, the FHSZ maps were last updated in 2007 when CAL FIRE updated the FHSZs for the entire SRA. Lands are removed from the SRA when they become incorporated by a city, change in ownership to the federal government, become more densely populated, or are converted to intensive agriculture that minimizes the risk of wildfire. While some lands are removed from SRA automatically, the Board typically reviews changes every five years.

Between 2008 and 2011, CAL FIRE worked with local governments to make recommendations of the VHFSZ within the LRA, which includes incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is

responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract.

SB 63 (Stern), Chapter 382, Statutes of 2021, requires CAL FIRE to adopt of all FHSZs in the LRA. Previously, only VHFHSZs were required for adoption in the LRA.

CAL FIRE uses the same modeling data that are used to map the SRA to develop the FHSZs in the LRA. CAL FIRE works with local jurisdictions for validation of the mapping. The maps, along with a model ordinance, are then sent to the governing body for adoption. Then, a local agency is required to make the identified FHSZs available for public review and comment within 30 days of being notified by the SFM of the FHSZs.

FHSZ maps for the LRA, as required by SB 63, have not yet been developed. They are going to be contentious as they will require new home construction to meet Chapter 7A building standards for new construction (including ignition-resistant roofs, under eaves, siding, windows, and decking) and defensible space requirements. These standards will make new construction significantly more costly. However, home hardening standards, which are periodically updated, have been shown to work. An analysis by the Sacramento Bee showed that approximately 51% of the 350 single-family homes built after 2008 in the path of the Camp Fire were undamaged. By contrast, only 18% of the 12,100 homes built prior to 2008 escaped damage. Factors that can cause post-2008 homes to combust include not having adequate defensible space and proximity to neighboring non-fire hardened homes.

SB 610 eliminates the FHSZs, which means there will be no distinction in the mitigations or restrictions required in an area with a Moderate level of fire hazards versus High or Very High fire hazard. Therefore, it is unknown where defensible space, building standards, and home hardening will be required until that is determined by the SFM in the rulemaking process. Further, it is unclear how the vast range of hazard conditions in California will be addressed with a single WMA designation for all hazard levels.

- 5) **Defensible space.** Defensible space is the buffer created between a building on a property and the grass, trees, shrubs, or any wildland area that surrounds it. This space is needed to slow or stop the spread of wildfire, and it helps protect structures from catching fire. A 2019 analysis done by CAL FIRE of the relationship between defensible space compliance and destruction of structures during the seven largest fires that occurred in California in 2017 and 2018 concluded that the odds of a structure being destroyed by wildfire were roughly five times higher for noncompliant structures compared to compliant ones.

The defensible space for all structures within the SRA and VHFHSZ is 100 feet. CAL FIRE additionally requires the removal of all dead plants, grass, and weeds, and the removal of dry leaves and pine needles within 30 feet of a structure. In addition, tree branches must be 10 feet away from a chimney and other trees within that same 30 feet surrounding a structure. AB 3074 (Friedman), Chapter 259, Statutes of 2020, established an ember-resistant zone within 5 feet of a structure as part of revised defensible space requirements for structures located in FHSZs. The Board has not yet promulgated regulations effectuating that defensible space requirement (known as Zone 0).

SB 610 repeals the current statutes for defensible space upon the adoption of regulations by the SFM, putting the onus on the SFM to complete the ember-resistant standards.

6) **Ripple effects across state law.** Changing how the state identifies the geographic boundaries of where (and how) to manage fire risk mitigation will have impacts across other state laws that are tethered to the state's FHSZs. There are 51 unique statutory code sections referencing FHSZs (including those amended by this bill.) Forty-six include "high fire hazard severity zones," and 43 include "very high fire hazard severity zones. Those statutes include, but are not limited to:

- Insurance Code, i.e., Basic Property Insurance Inspection and Placement Plan (IC 10094.2)
- Government Code, including:
 - Planning and Land use (GC 66474.02)
 - Housing development approvals (GC 65912.120 - 65912.124)
 - Department of General Services installation of emergency sleeping cabins (GC 14669.23)
 - California Wildfire Mitigation Financial Assistance Program (GC 8654.2 - 8654.10)
- Streets and Highways Code, Contractual Assessment Program (S&HC 5899.4)
- Health & Safety Code, Building and Development Standards, and Safety Improvements (HSC 13108.5, 13132.7)

Cross-referencing the WMA is not a one-size-fits-all to replace references to the FHSZs throughout California's laws. Different laws reference the varying fire hazards (Moderate, High, Very High) and the WMA cannot supplant all three designations, because it doesn't have the fire hazard severity determination, and different regulatory requirements (building standards, defensible space, home hardening) apply in different FHSZs.

7) **Author's statement:**

The SFM is currently required to classify and map the severity of fire hazard within both the State and Local Responsibility Areas as Moderate, High, or Very High. These maps evaluate hazard, not risk; hazard is based on the physical conditions that create a likelihood and expected fire behavior without considering mitigation measures, whereas risk is the potential damage a fire can do to the area under existing conditions. Unfortunately, the FHSZ maps are often misinterpreted as identifying risk, but the maps were never intended to be used as a deterrent or a moratorium on fire safe housing or as a method to determine insurance rates. SB 610 would remedy the issues with the existing FHSZ process by empowering the SFM to use its science-based hazard model to develop the Wildfire Mitigation Area to replace the tiered FHSZ model, and collaboratively develop appropriate and consistent statewide minimum mitigation requirements for the WMA through a public process. SB 610 is a partnership between Senator Wiener and the Office of Governor Gavin Newsom.

8) **Committee amendments.** The *Committee may wish to consider* amending the bill to address all of the aforementioned concerns.

9) Related legislation:

AB 3150 (Quirk-Silva) transfers authorities related to designation of fire hazards from the Board to the SFM. This bill is referred to the Senate Natural Resources & Water Committee.

SB 504 (Dodd) updates defensible space requirements and implementation timeframes. This bill is referred to the Assembly Appropriations Committee.

SB 63 (Stern) Chapter 382, Statutes of 2021, enhanced fire prevention efforts by CAL FIRE, including adding the designation of moderate and high fire hazard severity zones in the LRA.

AB 3074 (Friedman) Chapter 259, Statutes of 2020, establishes, upon appropriation, an ember-resistant zone within five feet of a structure as part of the defensible space requirements for structures located in specified high fire hazard areas. Requires removal of material from the ember-resistant zone based on the probability that vegetation and fuel will lead to ignition of the structure by ember.

SB 901 (Dodd) Chapter 626, Statutes of 2018, addresses numerous issues concerning wildfire prevention, response and recovery, and requires the board to extend the state's minimum fire safety standards to VHFHSZs in the LRA and include ridgelines, among other things.

REGISTERED SUPPORT / OPPOSITION:**Support**

California Building Industry Association
Housing Action Coalition
Yimby Action

Opposition

Brentwood Alliance of Canyons & Hillsides	Endangered Habitats League
California Cattlemen's Association	League of California Cities
California Farm Bureau	Pacific Forest Trust
California Farm Bureau Federation	Planning and Conservation League
California Forestry Association	Rural County Representatives of California
California Native Plant Society	Sierra Forest Legacy
California State Association of Counties	State Alliance for Firesafe Road Regulations
California Wilderness Coalition	
Canyon Back Alliance	
Center for Biological Diversity	
Clean Water Action	
Defenders of Wildlife	

Analysis Prepared by: Paige Brokaw / NAT. RES. /

SENATE COMMITTEE ON LABOR, PUBLIC EMPLOYMENT AND RETIREMENT
Senator Lola Smallwood-Cuevas, Chair
2023 - 2024 Regular

Bill No:	AB 2557	Hearing Date:	July 3, 2024
Author:	Ortega		
Version:	June 17, 2024		
Urgency:	No	Fiscal:	Yes
Consultant:	Glenn Miles		

SUBJECT: Local agencies: contracts for special services and temporary help: performance reports

KEY ISSUE

This bill places requirements on local governmental agencies related to contracting out services, as specified.

ANALYSIS

Existing law:

- 1) Authorizes a county board of supervisors (CBOS) to contract for special services on behalf of the following public entities: the county, any county officer or department, or any district or court in the county. Special services or special skills contracts shall be with persons specially trained, experienced, expert and competent to perform the special services. (Government Code (GC) § 31000)
- 2) Authorizes CBOS to contract with temporary help firms for temporary help to assist county agencies, departments, or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation. (GC § 31000.4)
- 3) Authorizes a city's legislative body (COUNCIL) to contract with any specially trained and experienced person, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters. (GC § 37103)
- 4) Authorizes the legislative body of any public or municipal corporation or district (DISTRICT BOARDS) to contract with and employ any persons for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced, and competent to perform the special services required. (GC § 53060)

This bill:

- 1) Makes the following legislative findings and declarations:
 - a. Local governments are increasingly relying on private contractors to provide public services customarily performed by the civil service workforce.

- b. The delivery of quality public services and goods requires a capable and efficient workforce who receives fair compensation.
- c. Transparent contracting processes allow thorough public scrutiny to ensure that quality services and goods are delivered to California communities.
- d. There is a statewide interest in ensuring that public funds are used effectively and ethically and that the replacement of bargaining unit work with private contractors does not undermine public employee relations.

Special Services / Temporary Help Contracts

- 2) Beginning July 1, 2025, requires CBOS, COUNCILS, or DISTRICT BOARDS that solicit for and enter into a special services or temporary help contracts, as specified, for functions that are currently, or were in the prior five years, performed by unionized employees of the respective contractee, to post the contract and any related documents, including any required performance reports, that are subject to the California Public Records Act (CPRA) on its internet website.
- 3) Requires, beginning July 1, 2026, each contract, as specified, for functions that are currently, or were in the prior five years, performed by unionized employees of the respective contractee to include all of the following:
 - a. The objectives, deliverables, and goals of the contract.
 - b. A list of all financial expenditures associated with the delivery of contracted services, including, but not limited to, personnel costs, direct expenses, and indirect expenses, and their corresponding deliverables.
 - c. The number of each contractor's and subcontractor's employees associated with the delivery of the contracted services, organized by job category, and the number of each contractor's and subcontractor's independent contractors associated with delivery of the contracted services organized by job category.
 - d. The names of any subcontractors providing services under the contract; and the hourly rates, total compensation, and pay scales of employees and independent contractors providing services under the contract, organized by job classification.
- 4) Requires the CBOS, COUNCIL, or DISTRICT BOARD to give reasonable written notice, as specified, to the affected workforce's union, that explains the proposed contract, the justification for the contract, the expected length of the contract, and the effect on represented classifications. However, this provision shall not apply in the event of an emergency.
- 5) Requires the CBOS, COUNCILS, or DISTRICT BOARDS to notify the affected workforce's union, in writing, of its intent to modify or renew the contract at least 30 days before the contract's modification or renewal.
- 6) Requires the contract to provide that all records provided to CBOS, COUNCILS, or DISTRICT BOARDS, respectively, by the contractor shall be subject to the CPRA and requires contractors and any subcontractors to maintain records related to performance of the contract that ordinarily would be maintained by the contractee in performing the same functions.
- 7) Defines the following terms for purposes of this provision:

- a. “Deliverables” means the agreed upon services set forth in the contract, the expected rate of delivery, and the success of those services.
 - b. “Emergency” means a situation where immediate acquisition is necessary for the protection of the public health, welfare, or safety.
 - c. “Total compensation” means the complete payment provided to a contracted employee throughout the duration of the contract, including, but not limited to, applicable hourly pay, overtime pay, benefits, and retirement.
- 8) Declares the severability of the respective provision and provides that if any provision of or its application is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.
 - 9) Makes legislative findings and declarations that ensuring that the replacement of bargaining unit work with contracted employees does not undermine public employee relations is a matter of statewide concern for purposes of Section 4 of Article XI of the California Constitution, and therefore, applies the provision to all counties, including charter counties.
 - 10) Applies the respective provision to CBOS, COUNCILS, or DISTRICT BOARDS, respectively on and after January 1, 2025, and declares that these amendments shall apply prospectively only and shall not be construed, applied, or otherwise interpreted to have any effect on or application to any contract entered into before January 1, 2025.
 - 11) Declares that if the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

COMMENTS

1. Need for this bill?

According to the author:

“Civil servants (i.e., public sector workers) are rightly subject to a litany of transparency laws that include open meeting requirements and the California Public Records Act; however, existing law does not require the same transparency measures for contracted workers of local governments. This frequently leads contracted work to result in reduced service quality and opens the door for opportunities for private firms and organizations to misuse of taxpayer resources. [...]”

“With limited oversight, this practice has disproportionate implications on vulnerable communities who rely on local governments for critical services, including foster care, homeless programs, and public safety.”

2. Proponent Arguments

According to SEIU California:

“Current law allows local governments to contract with private firms and employers to provide services that could be provided by direct employees. Contractors may offer short-term savings by hiring less qualified staff, paying lower wages, and lowering standards for

working conditions. However, research on the privatization of public services over the past few decades found little to no cost savings and poorer outcomes for the public. [...]”

“The practice of contracting out also reduces the number of union jobs that are available to the surrounding community. Government anti-discrimination policies enacted in the 1960s and 1970s diversified public sector workplaces, and women and people of color enjoy higher employment rates in the public sector. The unionization rate of the public sector is five times higher than the private sector, leading to better wages, working conditions, benefits, and retirement security. For example, in Los Angeles County, Black workers in the public sector earn 46% more on average than those in the private sector. Black public sector workers are also overwhelmingly more likely to own their homes and have health insurance than Black private sector workers.”

According to the California Labor Federation:

“Public sector jobs were once considered the backbone of the middle class, but decades of low funding and government austerity measures have led to the decline of the stable union jobs that once sustained communities. In efforts to cut costs, governments contract out public work to the lowest bidder and an array of unaccountable service providers. Public services, including substance abuse treatment, foster youth care, and health services, are increasingly contracted out to private entities that do not have to meet the same workforce and performance standards that public agencies do.”

“The widespread practice of contracting out public services has led to the elimination of middle-class career opportunities for residents, especially for women and BIPOC individuals. This has an impact on entire communities as lower quality private contractor jobs replace good union public sector ones. For example, a recent report found that in Los Angeles County, Black workers in the public sector earn 46% more on average than Black workers in the private sector. Black public sector workers are overwhelmingly more likely to own their homes and have health insurance compared to Black private sector workers.”

3. Opponent Arguments:

According to a coalition including the California State Association of Counties and the California Chamber of Commerce:

“California’s more than 4,800 local agencies depend on partnerships with trusted local businesses and community partners to deliver core services, especially to our most vulnerable populations. Services such as emergency response, mental health care, homeless services, forest management, foster care, animal services, 9-1-1 dispatching and much more are often provided through these partnerships. Local service providers possess unique capabilities to reach and build trust with individuals that government entities are not able to reach as effectively.”

“Local service providers and community-based organizations often deliver services more efficiently and cost-effectively than government agencies can alone. Limiting these partnerships will result in increased costs, service reductions, and the potential elimination of essential programs, leaving those who rely on these services without support.”

According to a coalition of approximately 170 nonprofit organizations, including the United Way:

“Nonprofits have historically filled service gaps because we are uniquely qualified to meet specific community needs. We are troubled by any characterization that such partnership negatively impacts service provision and do not think that reflects reality. What’s more, there are major shortages in various professions that are making it very hard for employers of all types to hire qualified people needed to provide critical services.”

“AB 2557 has the potential to dramatically impede nonprofits' ability to pursue or renew partnered efforts and to reduce the flow of public dollars to already under-resourced communities.”

4. Committee Concerns and Recommended Amendments:

The committee recognizes the proponents' legitimate efforts in trying to ensure that public work be performed by appropriately compensated, skilled and trained public employees. The committee also acknowledges the proponents' important insistence that the disclosure of public contracts and evaluation of contractors' performance are necessary guardrails to protect against the waste and abuse of public dollars. Nevertheless, the committee has concerns regarding this bill's scope and potential to impede otherwise effective methods local governments use to provide services, particularly to hard-to-reach or historically discriminated communities. Therefore, the committee recommends the following amendments to exclude from the bill's provisions: contracts that are: 1) for amounts under \$100,000; and 2) for services not usually performed by a public employee, as defined:

Amend Government Code §§ 31000.01, 310004.5, 37103.1, 53060.1, respectively with the following language:

(f) This section shall not apply to any contracts that meet both of the following criteria:

(1) A contract for an amount less than \$100,000.

(2) A contract to provide services for work not usually performed by public employees.

(g)...(4) “Work not usually performed by public employees” means a function or activity for which the employer has not had a classification within the last 5 years prior to the initiation of the contract whose duties include the function or activity.

5. Double Referral:

The Senate Rules Committee referred this bill to the Senate Local Government Committee and the Senate Labor, Public Employment and Retirement Committee.

6. Prior Legislation:

AB 2561 (McKinnor, 2024) would require each local public agency that has bargaining unit vacancy rates for more than 180 days to: 1) promptly meet and confer within 21 days at the recognized union's request, about substantive strategies to fill vacancies; and 2) hold a public hearing within 90 days, as specified. The bill also entitles the union to make a presentation at the hearing and limits the request to meet and confer on this matter to once per calendar year per bargaining unit. *This bill is currently in the Senate Labor, Public Employment and Retirement Committee.*

AB 2489 (Ward, 2024) would require a local government that wants to contract for special services or temporary help already performed by union employees to notify, in writing, the exclusive representative of the workforce, at least 10 months before beginning a procurement process to contract for special services that are currently, or were in the previous 10 years, performed by employees of the county, any county officer or department, or any district court in the county represented by an employee organization, of its determination to begin that process. *The Assembly Appropriations Committee is currently holding the bill on suspense.*

AB 1250 (Jones-Sawyer, 2017) would prohibit a county from contracting for personal services currently or customarily performed by that county's employees unless it makes specified findings. *The Senate Rules Committee held this bill in committee.*

SUPPORT

American Federation of State, County and Municipal Employees (Co-sponsor)
California Labor Federation (Co-sponsor)
Service Employees International Union, California (Co-sponsor)
California Professional Firefighters
California School Employees Association
California Teachers Association
Coalition of California Welfare Rights Organizations
County Employees Management Association
Los Angeles County Probation Officers Union
Orange County Employees Association
Smart - Transportation Division

OPPOSITION

60 Accelerator Education Partners
5 Stones Open Door
805 Undocufund
A Greater Hope
A.I. Clinton Charitable and Operating Foundations
Abrazar, INC.
Active Cultures
Alano Club of Redding INC.
Aldea, INC.
Alliance for Community Empowerment
Alliance for Young Women and Girls
Alpha Academy Youth Training Facility
American Council of Engineering Companies of California
American Institute of Architects California

American Medical Response
American Public Works Association Region Viii
American Society of Civil Engineers, Region 9
American Staffing Association
Anderson Valley Winegrowers Association
Aresis Ensemble (City Garage)
Arts for LA
Asociacion De Emprendedor@s
Association of California Community and Energy Services
Association of California Healthcare Districts
Association of California School Administrators
Association of California Water Agencies
Association of Community Human Service Agencies
Bay Area Bioscience Education Community
Birthmom Buddies
Board of Supervisors County of Madera
Boys & Girls Club of Laguna Beach - Also Serving Saddleback Valley
Boys & Girls Club of The Foothills
Bread & Roses Presents
Building a Generation
Butte Environmental Council
Cal Poly Humboldt Centerarts
California & Nevada Civil Engineers and Land Surveyors Association, INC.
California Alliance of Child and Family Services
California Animal Welfare Association
California Asian Pacific Chamber of Commerce
California Association for Local Economic Development
California Association of Alcohol and Drug Program Executives, INC.
California Association of County Veteran Services Officers
California Association of Joint Powers Authorities
California Association of Nonprofits
California Association of Public Hospitals and Health Systems
California Association of Recreation and Park Districts
California Association of Sanitation Agencies
California Building Officials
California Chamber of Commerce
California Coalition for Adequate School Housing
California Coalition for Rural Housing
California Contract Cities Association
California Council of Community Behavioral Health Agencies
California County Superintendents
California Disability Services Association
California Family Life Center
California Family Resource Association
California Fire Chief's Association
California Geotechnical Engineers Association
California Geothermal Heat Pump Coalition
California Municipal Utilities Association
California Parks and Recreation Society
California Releaf

California School Boards Association
California Special Districts Association
California State Association of Counties
California State Park Rangers Association
California State Sheriffs' Association
Calle 24 Latino Cultural District
Calnonprofits
Carlsbad Chamber of Commerce
Carpinteria Children's Project
Center for Family Strengthening
Center for Human Services
Center for Nonprofit Leadership of The Sierra
Center for Nonprofit Management
Central California Family Crisis Center, INC.
Ceres Community Project
Child Abuse Prevention Center
Child Action, INC.
Chino Hills; City of
Chino Valley Chamber of Commerce
Chrysalis
Citizens Review Panel-critical Incidents
City of Bakersfield
City of Bellflower
City of Carlsbad
City of Colton
City of Corona
City of Cypress
City of Elk Grove
City of Fairfield
City of Foster City
City of Grass Valley
City of Kerman, CA
City of Lakewood CA
City of Lomita
City of Los Alamitos
City of Merced
City of Norwalk
City of Pico Rivera
City of Redlands
City of Rolling Hills Estates
City of San Jose
City of Santa Fe Springs
City of St. Helena
City of Thousand Oaks
City of Whittier
Coalition of Adequate School Housing
Coastal Nonprofit Consulting
Cocokids
Colin Bailey Legal and Consulting Services
Collective Resilience

Community Build, INC.
Community Education Partnerships
Community Partners
Community Resource Project, INC.
Community Solutions
Compassion Institute
Conflict Resolution Center of Santa Cruz County
Contra Costa Chorale
Contra Costa County
Corona Chamber of Commerce
Corporation for Supportive Housing
County Behavioral Health Directors Association of California
County Health Executives Association of California
County of Alpine
County of Butte
County of Fresno
County of Humboldt
County of Inyo
County of Kern
County of Kings
County of Los Angeles
County of Merced
County of Monterey
County of Placer
County of Riverside
County of San Joaquin
County of Santa Clara
County of Sierra
County of Stanislaus
County Recorders Association of California
County Welfare Directors Association of California
Creative Alternatives
Crenshaw Health Partners
Cressgemconsultllc
Crittenton Services for Youth and Families
Cultiva LA Salud
Cupertino Chamber of Commerce
Danville Area Chamber of Commerce
Didi Hirsch Mental Health Services
Dorothy Glaspie Foundation INC
Downey; City of
Duc Learning Center
East Bay Sanctuary Covenant
Eastern Municipal Water District
ERISAT-ERITREAN Satellite Television
Esquires Music Foundation
Exclusively First Responders
Exposure Skate
Fairfield; City of
Families in Transition of Santa Cruz County, INC.

Family Bridges, INC
Feed My Flock INC.
Fierce Advocates
First Place for Youth
Five Keys
Fontana Chamber of Commerce
Food Exploration and Discovery
Food for People
Foster City Village, INC.
Fostering Dreams Project
Free the Need
Freedom Through Education
Fresh Lifelines for Youth (FLY)
Fresno County Board of Supervisors
Fullerton; City of
Galt Teen Center
Garden Grove Chamber of Commerce
Gold Country Bats
Greater High Desert Chamber of Commerce
Greater Irvine Chamber of Commerce
Greater San Fernando Valley Chamber of Commerce
Green 4 Kids
Groundwork San Diego Chollas Creek
Helpline Youth Counseling, INC.
Hijas Del Campo
Hillsides
Hmi
Housing California
Human Services Alliance of Contra Costa
Humanistic Alternative to Addiction Research and Treatment, INC.
Independent Transportation Network Monterey County
Ink People Center for Arts and Culture
Inland Empire Community Collaborative
Interim, INC.
Iron Sharpens Iron Nonprofit Organization
Ives Torres Foundation
Josephine S. Gumbiner Foundation
Kalaya's Destiny
Kamali'i Foster Family Agency, INC.
Kern Bridges Youth Homes
Kidstream Children's Museum
Koreatown Youth + Community Center
LA Cañada Flintridge Chamber of Commerce and Community Association
Laguna Food Pantry
Laguna Hills Chamber of Commerce
Laguna Niguel Chamber of Commerce
Lake Elsinore Valley Chamber of Commerce
Lakewood; City of
Las Virgenes-malibu Council of Governments
League of California Cities

Lets Stand Together
Lions Club of Benicia
Loch Lomond Glen Foundation
Los Angeles Area Chamber of Commerce
Low Income Investment Fund
Making Hope Happen Foundation
Manos Que Sobreviven
Maternal and Child Health Access
Meals on Wheels California
Mend-Meet Each Need With Dignity
Mesa Water District
Michelle's Place Cancer Resource Center
Mirror to Imagine Women Achieve
Mosquito and Vector Control Association of California
Mountain Homeless Coalition
Move Santa Barbara County
Napa Chamber of Commerce
National Action Network - Sacramento Chapter
National Alliance on Mental Illness
National Alliance to End Homelessness
National Society of Professional Engineers – California
NCRT, INC.
New Perspectives Center for Counseling
Nonprofit Kinect
Northern Santa Barbara County United Way
Oceanside Chamber of Commerce
Office of Samoan Affairs
Open Heart Kitchen
Orange County Business Council
Orange; City of
Oxnard Performing Arts Center Corporation (OPACC)
P2P Community Development Center
Pajaro Valley Prevention and Student Assistance, INC.
Palos Verdes Peninsula Chamber of Commerce
Partnership for OVC-Ethiopia
Pasadena Meals on Wheels, INC
Path
Pence Gallery
Peninsula Family Service
Peninsula Youth Theatre
Placentia; City of
Pleasantview Industries, INC.
Preetirang Sanctuary
Project Return Peer Support Network
Prunedale Senior Center INC.
Public Counsel
Public Risk Innovation, Solutions, and Management (PRISM)
Raices Y Carino
Rebuilding Together Peninsula
Redondo Beach Chamber of Commerce

Richmond Community Foundation
Richmond Museum Association
Richmond Museum of History and Culture
Ridgecrest Chamber of Commerce
Rising Communities
Rose Bowl Aquatics Center
Rural County Representatives of California
Sacra/profana
Sacramento Area Creeks Council
Sacramento Ballet
Sacramento; County of
San Bernardino County
San Bernardino; County of
San Diego Humane Society
San Francisco Study Center
San Joaquin County Board of Supervisors
San Marcos Chamber of Commerce
San Pedro Meals on Wheels
Santa Barbara Community Housing Corporation
Santa Barbara County Immigrant Legal Defense Center
Santa Clarita Valley Chamber of Commerce
Santa Maria Valley Chamber of Commerce
Santa Ynez Valley Historical Museum
Save Elephant Hill
Sdv&cc
Seneca Family of Agencies
Seniors Council of Santa Cruz & San Benito Counties
Shasta Cascade Health Centers
Shasta; County of
Side by Side
Sierra - Sacramento Valley EMS Agency
Sierra County Department of Public Works and Transportation
Siskiyou Domestic Violence & Crisis Center
Social Science Services, Inc., Dba Cedar House Life Change Center
South Bay Association of Chambers of Commerce
South San Joaquin Irrigation District
Southern California Contractors Association
Southside Unlimited
Spectrum Community Services, INC.
Sst Nonprofit Services
Stanford Sierra Youth and Families
Stockton East Water District
Stories From the Frontline
Students for Eco-education and Ag
Studio 395 Foundation
Tahoe Water for Fire Suppression Partnership
Tent City Barbers
Testimonial Community Love Center
The 418 Project
The Adam Leventhal Memorial School & Museum

The Alpine Mountaineer
The Can Man
The Child Abuse Prevention Center
The Diversity Center of Santa Cruz County
The Gold Miners Girl
The Mom & Dad Project
The Nonprofit Partnership
The Plus Me Project
The Source Lgbt+ Center
The Village Family Services
Town of Hillsborough
Transitions-mental Health Association (TMHA)
Transportation California
Tri County Chamber Alliance
Truckee; Town of
Turning Point Community Programs
Tustin Area Woman's Club
Ultimate Restoration Unlimited, Uru INC.
United Way of California
Urban Counties of California
Urban Social Services and Advocacy
Valley Fund Corporation
Valley Industry and Commerce Association
Valley Teen Ranch
Victims Empowerment Support Team
Village Community Resource Center
Visalia; City of
Volunteer Center of Santa Cruz County
Watershed Research & Training Center
Waymakers
West Ventura County Business Alliance

-- END --

H.Amdt.1012 to H.R.8752

118th Congress (2023-2024)

Amends Bill: [H.R.8752](#) — Department of Homeland Security Appropriations Act, 2025
Sponsor: [Rep. Mullin, Kevin \[D-CA-15\]](#) (Offered 06/26/2024)
Latest Action: 06/26/2024 On agreeing to the Mullin amendment (A015) Agreed to by voice vote.

Description [Text \(0\)](#) [Actions \(2\)](#)

An amendment numbered 37 printed in Part C of [House Report 118-559](#) to decrease \$18,168,000 from the Management Directorate operations and support and to increase \$18,168,000 for FEMA operations and support for the National Urban Search and Rescue Response System.

House Amendment Code:

(A015)

House Tally Clerks use this code to manage amendment information. |



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 25, 2024

Agenda Item No. 2D
Consent Calendar

**Award of Contract for Helicopter Maintenance and Repair Services
RFP JA2670**

Contact(s) for Further Information

Tim Perkins, Assistant Chief
Field Operations South

timperkins@ocfa.org

714.573.6761

Kyle Kuzma, Battalion Chief
Air Operations

kylekuzma@ocfa.org

714.522.2113

Summary

This agenda item is submitted for the approval of a master agreement and blanket order with Rotorcraft Support, Inc., for as-needed miscellaneous helicopter maintenance and repair services as a result of a competitive request for proposal process.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to award an agreement for as-needed helicopter maintenance and repair services to Rotorcraft Support, Inc., resulting from competitive solicitation RFP JA2670, for an initial one-year term with the option of four (4) one-year renewals at an amount not to exceed \$800,000 annually (\$4,000,000 for the total five-year term).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is included in the FY 2024/25 General Fund budget, specifically in Air Operation's budget for maintenance and repair of equipment.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

The Air Operations Program is responsible for the maintenance and repair of OCFA's fleet of four helicopters which are comprised of two Bell 412EP helicopters and two Sikorsky S-70 Type 1 helicopters. The aircrafts are multi-mission capable, which includes firefighting, medical transport, hoist operations, and search and rescue. These helicopters are on hourly and calendar-based inspection programs. While ongoing maintenance and service requirements are completed by OCFA personnel, many major inspections, maintenance and repair services, overhauls, and modifications for the helicopters that are required on an intermittent and as-needed basis can only be performed by certified

vendors with approved facilities and specialized skills. These major services are beyond the capacity of the OCFA's personnel and facilities. When any aircraft is on the ground (Aircraft on Ground - AOG) for any length of time, the remaining fleet suffers. When operational demands dictate aircraft usage, based on AOG conditions, these planned inspections are thrown off schedule resulting in overlapping inspections and overly taxed maintenance crews. Approval of the recommended action to establish a contract with Rotorcraft Support, Inc., for as-needed helicopter maintenance and repair services to assist beyond staff capacity, will decrease the downtime of grounded aircraft and enable the OCFA Air Operations Program to continue providing services to residents by ensuring the OCFA helicopters are well-maintained and operational.

Request for Proposal (RFP) Process

On April 25, 2024, RFP JA2670 was issued and sent to 89 registered vendors on Planet Bids with the intent to solicit qualified proposals to provide as-needed helicopter maintenance and repair services for OCFA's helicopters. Proposals were due May 16, 2024, and one proposal was received (Attachment 2).

Evaluation

An evaluation team comprised of three staff members evaluated the written proposal based on the following weighted criteria as specified in the RFP: Statement of Qualifications, Experience, References (35), Project Approach/Scope of Work (35), and Proposed Cost (30). The proposal was reviewed and determined that Rotorcraft Support, Inc. met all the minimum mandatory requirements. Given the past history of satisfactory service, staff proceeded to request for Best and Final Offer from Rotorcraft to further negotiate the terms of the contract.

	Rotorcraft Support, Inc.		
Cost Proposal	\$407,185		
Evaluator	1	2	3
A. Statement of Qualifications, Experience, Referenced (35)	31.50	28.00	35.00
B. Project Approach, Scope of Work (35)	31.50	28.00	35.00
C. Proposed Costs (30)	30.00	30.00	30.00
Sum of Proposal Scores	63.00	56.00	70.00
Initial Ranking	1	1	1
Sum of Rankings	3		
Overall Rank	1		

Recommendation

Based on the results of the evaluation process for RFP JA2670, staff is recommending the award of contract for as-needed helicopter maintenance and repair services to Rotorcraft Support Inc., for \$800,000 annually (\$4,000,000 for the total five-year term), which is sufficient to include the cost of scheduled inspections and any parts necessary for repair.

Attachment(s)

1. Proposed Master Agreement
2. Best and Final Offer
3. Request for Proposal (*Proposal posted and available on the website*)

**ORANGE COUNTY FIRE AUTHORITY
MASTER AGREEMENT
HELICOPTER MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT FOR HELICOPTER MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this 25th day of July, 2024 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and Rotorcraft Support, Inc. ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires helicopter maintenance and repair services as requested in RFP JA2670, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a proposal dated May 10, 2024, incorporated herein by this reference ("Proposal"); and

WHEREAS, OCFA and Contractor desire to enter into this Agreement in order to receive and provide, respectively, helicopter maintenance and repair services on the same terms, conditions, and pricing as further set forth in Section 1.1 of this Agreement;

AGREEMENT

NOW THEREFORE, OCFA and Contractor mutually agree as follows:

SECTION ONE

1.1 Scope of Agreement. In compliance with all terms and conditions of this Agreement, OCFA shall procure helicopter maintenance and repair services from Contractor as more fully detailed in Exhibit "A", attached hereto, which includes by reference and by addendum: (1) OCFA's RFP JA2670, dated April 25, 2024 ("Solicitation"), (2) Contractor's Proposal, as modified by Contractor's Best and Final Offer dated July 2, 2024, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the Parties hereto ("Services", "Goods" or "Work"). In the event of any inconsistency between the terms contained in "Exhibit A", and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then Exhibit "A" shall govern, in that order.

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

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

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

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

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

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

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

To Contractor:

Rotorcraft Support, Inc.
Attention: Teri Neville
67 D Street
Fillmore, CA 93015

SECTION TWO

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

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Disaster/Emergency Incident Requirements. In the event of a disaster or emergency incident, this Agreement may be subject to extraordinary usage. The Contractor shall service OCFA during such a disaster or emergency incident under the same terms and conditions that

apply during non-emergency conditions. The pricing set forth in the Exhibit “B” shall apply to serving OCFA’s needs regardless of the circumstances. If Contractor is unable to supply the Goods or Services under the terms of the Contract, then upon request from OCFA, Contractor shall provide proof of such disruption and a copy of the invoice for the Goods or Services from Contractor’s supplier(s). Additional profit margin as a result of supplying Goods or Services during a disaster or emergency incident shall not be permitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.21 Sub-Contracting. The Contractor shall not contract with any other entity to provide in whole or in part the Goods or Services required hereunder without the express written approval

of the Purchasing Manager. If Contractor is authorized to subcontract any part of the work specified herein, Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the provision of Goods or Services will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Contractor shall ensure that all subcontractors maintain insurance in accordance with the requirements set forth herein are complied with prior to commencement of work by each subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION THREE

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

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

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

or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

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

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

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

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

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

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

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

3.10 Breach of Contract. The failure of Contractor to comply with any of the provisions, covenants or conditions of this Agreement shall be a material breach of this Agreement. In such

event OCFA may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

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

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

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

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

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

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

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

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

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

APPROVED AS TO FORM.

ATTEST:

By: _____

David E. Kendig
General Counsel

Maria D. Huizar
Clerk of the Board

Date: _____

“FIRM”

ROTORCRAFT SUPPORT INC

Date: 7-10-2024

By: 

Teri Neville,
Vice President

EXHIBIT “A”
Statement of Goods or Services to Be Provided

2.1 PROJECT BACKGROUND

The OCFA flies helicopters with rescue and wildland firefighting capabilities. OCFA helicopters include two (2) Bell 412EP helicopters and two (2) Sikorsky S70M Firehawks helicopters that are flown a combined 600 hours per year approximately.

The successful vendor will supply to the OCFA on an as-needed and intermittent basis, tooling, labor, and materials necessary to perform inspections, repairs, modifications/upgrades, overhauls and services to supplement the OCFA helicopter maintenance section.

2.2 SCOPE OF WORK

On an as-needed, as-requested basis, Contractor shall provide services that include, but are not limited to, major repairs, overhauls of dynamic components, engines and engine accessories, engineering support, structural airframe repairs, and various non-critical component repairs. This is to include Pratt & Whitney PT6T-3DF and GE T700 maintenance/inspection and servicing. The following is a partial list of items or issues that may need attention:

2.2.1. BELL 412EP HELICOPTERS:

2.2.1.1. SCHEDULED INSPECTION:

- a) 100HR/12MONTH
- b) 1000HR
- c) 5000HR/12MONTH

2.2.1.2. PT6T-3DF:

- a) 25 HOUR
- b) 50HR/6MONTH
- c) 100HR
- d) 150HOUR
- e) 150HR/6MONTH
- f) 150HR/12 MONTH
- g) 300 HOUR
- h) 300HR/12MONTH
- i) 600 HOUR
- j) 1200 HOUR
- k) 900 HOUR
- l) 900HR/12MONTH
- m) 900HR/24MONTH
- n) 2000 HOUR

2.2.1.3. SPECIAL INSPECTION:

- a) EACH 25 HOURS OF TAIL ROTOR OPERATION
- b) EACH 100 HOURS OF COLLECTIVE LEVER OPERATION
- c) EACH 600 HOURS OF TAIL ROTOR DRIVESHAFT OPERATION OR 12 MONTHS
- d) EACH 600 HOURS OF MAIN DRIVESHAFT OPERATION OR 12 MONTHS
- e) EACH 1000 HOURS OF COMPONENT OPERATION
- f) EACH 24 MONTHS OF FLIGHT CONTROL BOLT INSPECTION
- g) EACH 24 MONTHS OF MAIN ROTOR MAST OPERATION

- h) EACH 2500 HOURS OF MAIN ROTOR HUB OPERATION
- i) EACH 2500 HOURS OF MAIN ROTOR BLADE OPERATION
- j) EACH 2500/3000 HOURS OF MAIN ROTOR MAST OPERATION
- k) EACH 2500 HOURS OF TAIL ROTOR DRIVESHAFT OPERATION

2.2.1.4. CONDITIONAL INSPECTION:

- a) AFTER HARD LANDING
- b) AFTER BLADE STRIKE OR OTHER ROTATING SYSTEM TORQUE SPIKE
- c) AFTER OVERSPEED
- d) AFTER OVERTORQUE
- e) AFTER COMPRESSOR STALL OR SURGE
- f) AFTER LIGHTNING STRIKE
- g) AFTER ENGINE COMBINING GEARBOX CLUTCH NON-ENGAGEMENT, MISENGAGEMENT OR IN-FLIGHT SLIPPAGE

2.2.1.5. PT6T-3DF:

- a) OVERSPEED INSPECTION
- b) OVERTORQUE INSPECTION
- c) OVERTEMP INSPECTION

2.2.1.6. COMMON UNSCHEDULED MAINTENANCE REPAIRS:

- a) MAST SEAL REPLACEMENT
- b) COMBINING GEARBOX OUTPUT SHAFT SEAL REPLACEMENT
- c) TRANSMISSION MAIN INPUT SEAL REPLACEMENT
- d) CYCLIC SERVO SEAL REPLACEMENT
- e) TAIL ROTOR SERVO SEAL REPLACEMENT

2.2.2. S70M FIREHAWK INSPECTIONS

2.2.2.1. SCHEDULED INSPECTIONS

- a) 10HR
- b) 40HR
- c) 120HR

2.2.2.2. PHASE INSPECTIONS

- a) 480HR
- b) 960HR

2.2.2.3. GE T700-701D INSPECTIONS/SERVICING:

- a) SAME AS AIRFRAME INTERVALS
- b) BORESCOPES
- c) CONDITIONAL INSPECTIONS

2.3 REQUIREMENTS

- a) It is highly desirable that the Contractor have an operational maintenance facility within 100 miles of the OCFA Air Ops facility located at the Fullerton Airport, 3900 West Artesia Avenue, Fullerton, CA 92833, must be a Federal Aviation Administration (FAA) Certified Repair Station and authorized Bell Flight Service Center, Pratt and Whitney Service Center, Sikorsky Service Center, and GE Service Center or have listed in the repair station ops. specs. B412, PWC PT6T, S70 and GE-T700-701.

- b) Authorized representatives of the OCFA shall be permitted to inspect the facility on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. Persistent and/or unresolved performance or other issues may be grounds for termination of this agreement.
- c) Contractor warrants that the Manufacturer authorizes the contractor to perform overhaul and maintenance services on the engines/components in the OCFA fleet. Contractor shall allow only skilled mechanics, which have been trained and licensed to perform overhaul and maintenance services under this contract.
- d) Contractor shall observe the highest standard of diligence and care in the performance of its overhaul and maintenance responsibilities, and shall meticulously follow the standards and procedures required by the manufacturer (including all service bulletins) for overhaul and maintenance service.

The contractor further warrants that with respect to any components overhauled the following applies:

- i. All parts/components shall be free of defects in title, material and workmanship.
 - ii. All parts/components meet or exceed the specifications and requirements of the Manufacturer.
 - iii. Engine components are new or, if authorized by OCFA, reconditioned to original manufacturer's specifications.
 - iv. All parts/components shall be free of any patent infringements, proprietary rights or copyrights.
 - v. Contractor further warrants that all services and parts provided shall be in strict conformity with all applicable regulations from the Federal Aviation Agency (FAA).
- e) At all times during the Contract term, Contractor and its Subcontractors shall keep current, their FAA Inspection Authorization (IA) Certification, OEM Service Facility Endorsement, and/or Original Equipment Manufacturer (OEM) approved Repair Station rating as applicable. Lapse or loss of such licenses may be grounds for immediate termination of Contract.
 - f) Contractor must have continuously for the past five (5) years performed maintenance/inspection of Bell medium aircraft and Sikorsky medium aircraft and shall ensure all personnel performing maintenance or repair work under this Contract have the appropriate training.
 - g) Contractor shall ensure all technicians performing work on the OCFA's helicopters have the proper Repairman or FAA Airframe and Powerplant Certificate to conduct the required work. Mechanics to meet the USFS carding specifications.
 - h) Before operating the OCFA's helicopters, Contractor personnel must have prior permission from the OCFA Air Ops Manager or authorized designee.
 - i) Contractor shall perform all repairs and maintenance to meet OEM and FAA regulations and requirements. Contractor is responsible for the repair or replacement of all parts, assemblies, sub-assemblies, and components necessary to maintain the agency aircraft in an airworthy condition in accordance with FAA standards, or as specified by the OCFA Air Ops Project Manager.
 - j) Parts installed on the aircraft and paint utilized in repairs must meet OEM specifications. Replacement gearboxes, components, and parts installed by Contractor must meet OEM requirements.
 - k) When conducting helicopter inspections, the mechanic shall perform the inspection(s) utilizing the appropriate manufacturer's check-list or OCFA inspection program check-list. The checklist shall include a space for initialing by the mechanic completing the service procedure item. After completion of the scheduled maintenance, the mechanic shall provide a signed copy of the checklist to the OCFA pilot for review prior to any operation of the helicopter.

- l) Contractor must be able to provide aircraft avionics services encompassed by the Bell and Sikorsky helicopter maintenance manuals and Federal Aviation Regulations.
- m) Contractor must be able to assist in offsite recovery of aircraft in the event OCFA maintenance personnel are unavailable. This is to include troubleshooting, repair and return to service in the field as well as transport by ground preparations.
- n) Contractor will be responsible for the security of OCFA aircraft while in its possession and will be fully liable for any loss or damage to the aircraft. Contract will maintain a secure hangar with adequate security that is not accessible to the public.
- o) The costs for repair and or replacement due to any damage to the aircraft caused through Contractor/employee negligence will be the sole responsibility of the contractor.
- p) The OCFA reserves the right to make changes to the current fleet by adding additional makes/models during the term of the contract. Contractor will be given a minimum of one hundred twenty (120) day's notification of any new equipment to ensure the contractors mechanics can meet the requirements.

2.4 ON-CALL EMERGENCY SERVICE

When and as requested by the OCFA, Contractor shall be available by phone/cell twenty-four (24) hours per day, seven (7) days per week including holidays, to coordinate the provision of On-call Emergency field service requests on OCFA Aircraft. Contractor shall immediately coordinate a response with sufficient personnel and equipment as required to timely complete the required On-call Emergency Service.

2.5 WRITTEN ESTIMATES

Prior to any repairs being performed, Contractor shall prepare a detailed and itemized written estimate. This report shall provide an estimate of the cost and time for recommended work. The estimate will include a complete list of parts to be supplied, labor (hours and rate) and any miscellaneous charges (with explanation) and tax. Contractor will also advise of the estimated downtime before beginning any repairs. Estimate must reference the aircraft unit number.

2.6 ADDITIONAL WORK

Contractor to provide a revised estimate if additional work is found during the course of repair and not included in original estimate. The OCFA Air Ops designated representative must inspect (at the OCFA's option) and approve or reject the additional repairs. The Contractor will not perform the repair until estimates and revised estimates have been authorized by the OCFA Air Ops designated representative via phone call or e-mail. OCFA will not be responsible for the costs associated with any unauthorized repairs.

2.7 WARRANTY

All work performed under Contract shall meet or exceed OEM and FAA regulations and requirements governing such work. Contractor's furnished materials, parts, and workmanship shall be free from defects for a minimum of six (6) months or 500 flight hours from date of acceptance of work by OCFA, except as noted below or per the OEM warranty specification, whichever is greater:

Category	Minimum Warranty Term
Major Components (Overhauled)	One (1) year or 1,000 hours
Batteries	One (1) year or 600 hours – prorated
Tires	Warranty provided by manufacturer of tire

All part warranties shall include the labor to diagnose and replace the failed part as well as the part itself. Any part warranties provided by the part manufacturer that exceed the minimums listed in this section, shall be passed on to the OCFA. Written notification of such extended warranties shall be made by the Contractor to the OCFA at time of part installation.

Contractor shall assume all related costs, including but not limited to: collateral damage, alternate transportation, materials, parts, and labor associated to repair of defects under warranty.

2.8 SAFETY REQUIREMENTS

All work will be conducted in a safe manner and will comply with the requirements of state and local rules and regulations or the requirements of OSHA safety standards.

2.9 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the OCFA does not guarantee any particular quantity of maintenance and repair services during the term of this contract. The quantities may vary depending upon the actual needs of the Department.

The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the OCFA shall not be liable for any contractual agreements/obligations the Contractor enters into based on requiring all the quantities specified herein.

EXHIBIT “B” Pricing

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

Price changes after the first year of the contract shall be negotiated, but shall not exceed three (3) percent per year or the percentage increase in the U.S. Department of Labor Producer Price Index (PPI) for Commodity data for Aircraft Repair and Maintenance services in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the BASE year six-month average (January through June 2024; and each January through June six month average) thereafter. All price decreases will automatically be extended to the Orange County Fire Authority. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a PPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the OCFA receives their written request. No retroactive contract price adjustments will be allowed.

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

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

EXHIBIT E: 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.

The contractor shall submit a firm-fixed price quote to perform all the work required in accordance with the Statement of Work. The contractor's price shall be their fully burdened rate which includes all costs associated with the performance of any OCFA helicopters inspection, maintenance and repair services ordered against this contract, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, ferrying and facilities.

The OCFA reserves the right to award multiple contracts, therefore separate contracts may be awarded, if it is deemed to be in the best interest of the OCFA.

FEES AND CHARGES – Payment shall be made in accordance with the provisions of this Contract.

- A. **Hourly Labor Rate:** The prices stated below shall include be the contractor's fully burdened rate which includes all costs associated with the performance of any OCFA helicopters inspection, maintenance and repair services ordered against this contract, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, delivery, etc.

Scheduled maintenance & repairs performed at Contractors facility:

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$ 155.00 per hour
2. Overtime Hourly Rate: \$ 232.50 per hour

Scheduled maintenance & repairs performed at OCFA's facility:

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$ 175.00 per hour
2. Overtime Hourly Rate: \$ 262.50 per hour

- B. **Materials Costs:** Parts purchased by the Contractor for repair of the equipment shall be charged the Contractor's actual cost of the parts (including all applicable taxes) plus the percentage stated below: Provide details on the pricing structure that will be offered to OCFA for Parts purchased by the Contractor that are needed as part of a repair (for example Discount % off MSRP).

1. New Bell Parts shall be invoiced at the Bell Published List Price less 7 %
2. New Sikorsky Parts shall be invoiced at the Sikorsky Published List Price ~~less~~ ^{plus 20} %
3. Other MFR Parts shall be invoiced at the MFR List Price less SEE ATTACHED % If the % varies by manufacturer, please attach a list of the parts manufacturers and the associated discount % off list.

Contractor must submit their cost invoices for parts along with billings to OCFA for payment processing. This requirement is MANDATORY. OCFA shall not process payments for parts without Contractor's cost invoices for parts. NOTE: OCFA reserves the right to supply any parts required to perform repairs.

C. **Flat Rate Services:** A fixed rate shall be paid for the following services:

Bell 412EP Helicopter:

C1. SCHEDULED INSPECTIONS:

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
25HR / DAY	4	\$ 155.00	\$ 620.00
100HR / 12 MONTH	98	\$ 155.00	\$ 15,190.00
300HR / 12 MONTH	40	\$ 155.00	\$ 6,200.00
600HR / 12 MONTH	80	\$ 155.00	\$ 12,400.00
1000HR	7	\$ 155.00	\$ 1,085.00
5000HR / 5 YEAR	1010	\$ 155.00	\$ 156,550.00
C1. TOTAL			\$192,045.00

C2. PT6T-3DF

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
25HR	4	\$ 155.00	\$ 620.00
50HR / 6 MONTH	3	\$ 155.00	\$ 465.00
5000HR / 12 MONTH	N/A	\$ 155.00	\$
100HR	5	\$ 155.00	\$ 775.00
150HR	12	\$ 155.00	\$ 1,860.00
150HR / 6 MONTH	12	\$ 155.00	\$ 1,860.00
150HR / 12 MONTH	4	\$ 155.00	\$ 620.00
300HR	12	\$ 155.00	\$ 1,860.00
300HR / 12MONTH	8	\$ 155.00	\$ 1,240.00
600HR	50	\$ 155.00	\$ 7,750.00
900HR / 12 MONTH	8	\$ 155.00	\$ 1,240.00
900HR / 24 MONTH	4	\$ 155.00	\$ 620.00
1200HR	4	\$ 155.00	\$ 620.00

2000HR	56	\$ 155.00	\$ 8,680.00
C2. TOTAL			\$28,210.00

C3. S70M FIREHAWK:**SCHEDULED INSPECTION:**

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
10HR	8	\$ 155.00	\$ 1,240.00
40HR	40	\$ 155.00	\$ 6,200.00
120HR	50	\$ 155.00	\$ 7,750.00
480HR	475	\$ 155.00	\$ 73,625.00
960HR	525	\$ 155.00	\$ 81,375.00
C3. TOTAL			\$170,190.00

C4. GE T700-701D

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
10HR	8	\$ 155.00	\$ 1,240.00
1000HR	100	\$ 155.00	\$ 15,500.00
C4. TOTAL			\$16,740.00

This total will be used to calculate the points awarded for total cost:

GRAND TOTAL OF C1, C2, C3 & C4	\$ 407,185.00
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Round Trip Ferry Cost: from OCFA Hangar: \$ 0 Per Round Trip Cost

- D. **Offsite Recovery Rates:** Please provide pricing and information for Offsite Recovery Services. Include any applicable hourly rates and/or flat rates to provide these services:

Not possible to specify; each case is unique. Would be invoiced at RSI cost + 20%

If RSI personnel is required, labor billed at \$155 p/hr portal-to-portal +GSA per diem if applicable

- E. **Proposed Fee Schedule for Additional Services:** Please provide pricing and information for additional services not included above. Include a list of other categories which are expected to be paid by OCFA and a basis for any additional compensation which would be requested by your firm. Include any applicable hourly rates and/or flat rates to provide these services:

USAGE – No guarantee is given by the Orange County Fire Authority to the Contractor regarding usage of this Contract. The Contractor agrees to supply services as needed by the OCFA, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this contract at the convenience of the OCFA Fleet Services department.

PRICE CHANGES - Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes after the first year of the contract shall be negotiated, but shall not exceed three (3) percent per year or the percentage increase in the U.S. Department of Labor Producer Price Index (PPI) for Commodity data for Aircraft Repair and Maintenance services in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the BASE year six month average (January through June 2024; and each January through June six month average) thereafter. All price decreases will automatically be extended to the Orange County Fire Authority. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the OCFA receives their written request. No retroactive contract price adjustments will be allowed.

GOVERNMENT / CO-OPERATIVE CONTRACT: Is your pricing based on a Government or Co-operative contract? YES X NO

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

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

ADDITIONAL INFORMATION – Provide any additional information you would like OCFA to consider:

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

Orange County Fire Authority
Attention: Accounts Payable
PO Box 53008
Irvine, CA 92619

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

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



LABOR

HELICOPTER MECHANIC REGULAR TIME - beginning 8am and ending 3:59pm - Monday through Friday (Excluding Holidays) HOURLY RATE	\$155.00 \$175.00 at OCFA facility 4 hour minimum at OCFA facility
HELICOPTER MECHANIC - OVERTIME - beginning 4pm through 7:59am, Monday through Friday (Including Holidays) HOURLY RATE	\$232.50 \$262.50 at OCFA facility
HELICOPTER MECHANIC - TRAVEL TIME Portal-to-Portal from RSI	\$155.00

Transportation by air to and from for repair	RSI Cost no markup
Transportation by ground to and from for repair	RSI Cost no markup
Lodging - mechanics for repair	GSA posted rate
Per Diem/Meal - mechanics for repair	GSA posted rate

PARTS - BELL ONLY

(Equipment, Materials, Parts, Replacement Parts, Components and Accessories)

PARTS AND ACCESSORIES, HELICOPTER, BELL OEM PARTS	MSLP less 7% discount
PARTS AND ACCESSORIES, USED SERVICABLE AND EXCHANGES - BELL	MSLP less 10% discount
PARTS AND ACCESSORIES, LOANED OR RENTED COMPONENTS OR MODULES - Non OEM	Contractor Cost Plus 15% Mark-up
NON-OEM PARTS AND ACCESSORIES, HELICOPTER, HELICOPTER PARTS, ACCESSORIES AND/OR SUPPLIES COSTING UNDER \$50,000	Contractor Cost Plus 15% Mark-up
NON-OEM PARTS AND ACCESSORIES, HELICOPTER, HELICOPTER PARTS, ACCESSORIES AND/OR SUPPLIES COSTING BETWEEN \$50,000 AND UNDER \$100,000	Contractor Cost Plus 12% Mark-up
NON-OEM PARTS AND ACCESSORIES, HELICOPTER, HELICOPTER PARTS, ACCESSORIES AND/OR SUPPLIES COSTING \$100,000 AND ABOVE	Contractor Cost Plus 10% Mark-up
MAINTENANCE/REPAIR OF HELICOPTER - BY OEM FACILITY	Contractor Cost Plus 15% Mark-up
FREIGHT IN/OUT	Contractor Cost No Mark-up
AOG, EXPEDITED, OVERSIZE, SPECIAL ORDER SURCHARGES	Contractor Cost No Mark-up

PARTS - SIKORSKY ONLY**(Equipment, Materials, Parts, Replacement Parts, Components and Accessories)**

PARTS AND ACCESSORIES, HELICOPTER, SIKORSKY OEM PARTS	MSLP Plus 20%
PARTS AND ACCESSORIES, USED SERVICABLE AND EXCHANGES - SIKORSKY	MSLP Plus 20%
PARTS AND ACCESSORIES, LOANED OR RENTED COMPONENTS OR MODULES - Non OEM	Contractor Cost Plus 20% Mark-up
NON-OEM PARTS AND ACCESSORIES, HELICOPTER, HELICOPTER PARTS, ACCESSORIES AND/OR SUPPLIES COSTING UNDER \$50,000	Contractor Cost Plus 20% Mark-up
NON-OEM PARTS AND ACCESSORIES, HELICOPTER, HELICOPTER PARTS, ACCESSORIES AND/OR SUPPLIES COSTING BETWEEN \$50,000 AND UNDER \$100,000	Contractor Cost Plus 15% Mark-up
NON-OEM PARTS AND ACCESSORIES, HELICOPTER, HELICOPTER PARTS, ACCESSORIES AND/OR SUPPLIES COSTING \$100,000 AND ABOVE	Contractor Cost Plus 12% Mark-up
MAINTENANCE/REPAIR OF HELICOPTER - BY OEM FACILITY	Contractor Cost Plus 15% Mark-up
FREIGHT IN/OUT	Contractor Cost No Mark-up
AOG, EXPEDITED, OVERSIZE, SPECIAL ORDER SURCHARGES	Contractor Cost No Mark-up

EXCHANGE POLICY

For the Flat Rate Exchange price to apply: 1) The returned Core has to have been removed as a normal time expired overhaul event and the returned Core shall include the parts and service regularly included, 2) No part of the returned Core was altered outside the manufacturer's approved repair instructions, 3) No part of the returned Core is rejected for excessive corrosion, erosion, misuse, common neglect or abuse, 4) The returned Core was not the subject of an incident or accident.

If the Core is subject to one of the conditions above, RSI will notify the Customer's Project Manager of the discrepancy and a proposed change order will be submitted detailing the additional Billback work and cost required. The Customer will be issued a Billback invoice for the additional parts and labor to correct the Core discrepancies.

In the event the Customer does not return a core to RSI, the Customer will be charged an additional amount for the full value of the unreturned core. Returned cores must include records showing removal from a helicopter with traceability to an F.A.A. approved source.



REQUEST FOR BEST AND FINAL OFFER
RFP JA2670 HELICOPTER MAINTENANCE AND
REPAIR SERVICES

DATE BEST AND FINAL OFFER REQUESTED: June 27, 2024

DUE DATE FOR BEST AND FINAL OFFER: July 3, 2024 at 5:00PM

Rotorcraft Support, Inc.
teri@rotorcraftsupport.com

Dear Teri Neville,

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

Rotorcraft Support, Inc., is invited to submit its BAFO for consideration in the award determination process. Best and Final Offers must be received no later than **5:00 P.M. July 3, 2024**. The BAFO may be submitted by email.

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

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

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

Best Regards,

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

James Aguila
Assistant Purchasing Agent

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

A handwritten signature in blue ink, appearing to read "Teri Neville".

Signature of Person Authorized to Sign

7/2/2024

Date

Teri Neville

Printed Name

Vice President

Title

BEST AND FINAL OFFER PRICING**FEES AND CHARGES** – Payment shall be made in accordance with the provisions of this Contract.

- A. **Hourly Labor Rate:** The prices stated below shall include be the contractor's fully burdened rate which includes all costs associated with the performance of any OCFA helicopters inspection, maintenance and repair services ordered against this contract, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, delivery, etc.

Scheduled maintenance & repairs performed at Contractors facility:

	<u>Original Proposal Pricing</u>	<u>BAFO Pricing</u>
1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.):	<u>\$155.00 per hour</u>	\$155 p/hr
2. Overtime Hourly Rate:	<u>\$232.50 per hour</u>	\$232.50 p/hr

Scheduled maintenance & repairs performed at OCFA's facility:

	<u>Original Proposal Pricing</u>	<u>BAFO Pricing</u>
1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.):	<u>\$175.00 per hour</u>	\$175 p/hr 4 hour minimum Travel to OCFA - \$155 p/hr
2. Overtime Hourly Rate:	<u>\$262.50 per hour</u>	\$262.50 p/hr

- B. **Materials Costs:** Parts purchased by the Contractor for repair of the equipment shall be charged the Contractor's actual cost of the parts (including all applicable taxes) plus the percentage stated below: Provide details on the pricing structure that will be offered to OCFA for Parts purchased by the Contractor that are needed as part of a repair (for example Discount % off MSRP).

OCFA is requesting a different pricing structure than what was included in the proposal for Parts purchased by the Contractor for repair. OCFA prefers a pricing structure of a discount percentage off. Please provide your BAFO pricing structure for parts cost:

	<u>Original Proposal Pricing</u>	<u>BAFO Pricing</u>
1. New Bell Parts shall be invoiced at the Bell Published List Price less _____%	<u>Less 7%</u>	Bell List less 7%

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

2. New Sikorsky Parts shall be
invoiced at the Sikorsky
Published List Price less
_____ %

Plus 20%

Sikorsky List plus 20%

RSI's proposal included the following pricing structure in response to # 3 Other MFR Parts. OCFA requests a best and final offer with a pricing structure of a discount percentage off list price. Please provide your BAFO pricing below:

	BELL		SIKORSKY	
	Original Price	BAFO Price	Original Price	BAFO Price
Parts and Accessories, Helicopter – OEM Parts	MSLP less 7% discount	List less 7%	MSLP Plus 20%	List plus 20%
Parts and Accessories, used serviceable and exchanges	MSLP less 10% discount	List less 10%	MSLP Plus 20%	List plus 20%
Parts and Accessories, Loaned or Rented Components or Modules – Non OEM	Contractor Cost Plus 15% Mark-up	RSI Cost + 15%	Contractor Cost Plus 20% Mark-up	RSI Cost + 20%
NON-OEM Parts and Accessories, Helicopter, Helicopter Parts, Accessories and/or Supplies Costing under \$50,000	Contractor Cost Plus 15% Mark-up	RSI Cost + 15%	Contractor Cost Plus 20% Mark-up	RSI Cost + 20%
NON-OEM Parts and Accessories, Helicopter, Helicopter Parts, Accessories and/or Supplies Costing between \$50,000 and under \$100,000	Contractor Cost Plus 12% Mark-up	RSI Cost + 12%	Contractor Cost Plus 15% Mark-up	RSI Cost + 15%
NON-OEM Parts and Accessories, Helicopter, Helicopter Parts, Accessories and/or Supplies Costing \$100,000 and above	Contractor Cost Plus 10% Mark-up	RSI Cost + 10%	Contractor Cost Plus 12% Mark-up	RSI Cost + 12%
Maintenance/Repair of Helicopter – By OEM Facility	Contractor Cost Plus 15% Mark-up	RSI Cost + 15%	Contractor Cost Plus 15% Mark-up	RSI Cost + 15%
Freight IN/OUT	Contractor Cost No Mark-up	RSI Cost	Contractor Cost No Mark-up	RSI Cost
AOG, Expedited, Oversize, Special Order Surcharges	Contractor Cost No Mark-up	RSI Cost	Contractor Cost No Mark-up	RSI Cost

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

Contractor must submit their cost invoices for parts along with billings to OCFA for payment processing. This requirement is MANDATORY. OCFA shall not process payments for parts without Contractor's cost invoices for parts. NOTE: OCFA reserves the right to supply any parts required to perform repairs.

EXHIBIT “C”
Insurance Requirements

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

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

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

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

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

C2.1.3 If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be

obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

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

C2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than five million dollars (\$5,000,000.00) 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.

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

C2.4 Hangarkeepers Legal Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Hangarkeepers Legal Liability Insurance with limits of at least five million dollars (\$5,000,000.00).

C2.5 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is

brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

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

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

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

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



**REQUEST FOR BEST AND FINAL OFFER
RFP JA2670 HELICOPTER MAINTENANCE AND
REPAIR SERVICES**

**DATE BEST AND FINAL OFFER REQUESTED: June 27, 2024
DUE DATE FOR BEST AND FINAL OFFER: July 3, 2024 at 5:00PM**

Rotorcraft Support, Inc.
teri@rotorcraftsupport.com

Dear Teri Neville,

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

Rotorcraft Support, Inc., is invited to submit its BAFO for consideration in the award determination process. Best and Final Offers must be received no later than **5:00 P.M. July 3, 2024**. The BAFO may be submitted by email.

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

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

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

Best Regards,

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

James Aguila
Assistant Purchasing Agent

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

A handwritten signature in blue ink, appearing to read "Teri Neville".

Signature of Person Authorized to Sign

7/2/2024

Date

Teri Neville

Printed Name

Vice President

Title

BEST AND FINAL OFFER PRICING**FEES AND CHARGES** – Payment shall be made in accordance with the provisions of this Contract.

- A. **Hourly Labor Rate:** The prices stated below shall include be the contractor's fully burdened rate which includes all costs associated with the performance of any OCFA helicopters inspection, maintenance and repair services ordered against this contract, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, delivery, etc.

Scheduled maintenance & repairs performed at Contractors facility:

	<u>Original Proposal Pricing</u>	<u>BAFO Pricing</u>
1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.):	<u>\$155.00 per hour</u>	\$155 p/hr
2. Overtime Hourly Rate:	<u>\$232.50 per hour</u>	\$232.50 p/hr

Scheduled maintenance & repairs performed at OCFA's facility:

	<u>Original Proposal Pricing</u>	<u>BAFO Pricing</u>
1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.):	<u>\$175.00 per hour</u>	\$175 p/hr 4 hour minimum Travel to OCFA - \$155 p/hr
2. Overtime Hourly Rate:	<u>\$262.50 per hour</u>	\$262.50 p/hr

- B. **Materials Costs:** Parts purchased by the Contractor for repair of the equipment shall be charged the Contractor's actual cost of the parts (including all applicable taxes) plus the percentage stated below: Provide details on the pricing structure that will be offered to OCFA for Parts purchased by the Contractor that are needed as part of a repair (for example Discount % off MSRP).

OCFA is requesting a different pricing structure than what was included in the proposal for Parts purchased by the Contractor for repair. OCFA prefers a pricing structure of a discount percentage off. Please provide your BAFO pricing structure for parts cost:

	<u>Original Proposal Pricing</u>	<u>BAFO Pricing</u>
1. New Bell Parts shall be invoiced at the Bell Published List Price less _____%	<u>Less 7%</u>	Bell List less 7%

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

2. New Sikorsky Parts shall be
invoiced at the Sikorsky
Published List Price less
_____ %

Plus 20%

Sikorsky List plus 20%

RSI's proposal included the following pricing structure in response to # 3 Other MFR Parts. OCFA requests a best and final offer with a pricing structure of a discount percentage off list price. Please provide your BAFO pricing below:

	BELL		SIKORSKY	
	Original Price	BAFO Price	Original Price	BAFO Price
Parts and Accessories, Helicopter – OEM Parts	MSLP less 7% discount	List less 7%	MSLP Plus 20%	List plus 20%
Parts and Accessories, used serviceable and exchanges	MSLP less 10% discount	List less 10%	MSLP Plus 20%	List plus 20%
Parts and Accessories, Loaned or Rented Components or Modules – Non OEM	Contractor Cost Plus 15% Mark-up	RSI Cost + 15%	Contractor Cost Plus 20% Mark-up	RSI Cost + 20%
NON-OEM Parts and Accessories, Helicopter, Helicopter Parts, Accessories and/or Supplies Costing under \$50,000	Contractor Cost Plus 15% Mark-up	RSI Cost + 15%	Contractor Cost Plus 20% Mark-up	RSI Cost + 20%
NON-OEM Parts and Accessories, Helicopter, Helicopter Parts, Accessories and/or Supplies Costing between \$50,000 and under \$100,000	Contractor Cost Plus 12% Mark-up	RSI Cost + 12%	Contractor Cost Plus 15% Mark-up	RSI Cost + 15%
NON-OEM Parts and Accessories, Helicopter, Helicopter Parts, Accessories and/or Supplies Costing \$100,000 and above	Contractor Cost Plus 10% Mark-up	RSI Cost + 10%	Contractor Cost Plus 12% Mark-up	RSI Cost + 12%
Maintenance/Repair of Helicopter – By OEM Facility	Contractor Cost Plus 15% Mark-up	RSI Cost + 15%	Contractor Cost Plus 15% Mark-up	RSI Cost + 15%
Freight IN/OUT	Contractor Cost No Mark-up	RSI Cost	Contractor Cost No Mark-up	RSI Cost
AOG, Expedited, Oversize, Special Order Surcharges	Contractor Cost No Mark-up	RSI Cost	Contractor Cost No Mark-up	RSI Cost

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

Contractor must submit their cost invoices for parts along with billings to OCFA for payment processing. This requirement is MANDATORY. OCFA shall not process payments for parts without Contractor's cost invoices for parts. NOTE: OCFA reserves the right to supply any parts required to perform repairs.



ORANGE COUNTY FIRE AUTHORITY

Request for Proposal

Helicopter Maintenance and Repair Services

April 25, 2024

RFP Number: JA2670

The Orange County Fire Authority (OCFA) is requesting qualified Vendors to provide as-needed Helicopter Maintenance, Engineering, and Repair Services that will supplement work being performed by Department staff. **To provide adequate contract coverage, at the OCFA's sole discretion, multiple contract awards may be made.**

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

Paper proposals may be hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than the date and time specified. One (1) original 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 **Thursday, May 16, 2024.**

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Any questions concerning this solicitation can be submitted online via the Q&A module available through PlanetBids before **Friday, May 2, 2024, 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.

James Aguila | Assistant Purchasing Agent
jamesaguila@ocfa.org | (714) 573-6647

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SECTION I: PROPOSAL INFORMATION

1.1 INTRODUCTION

The Orange County Fire Authority (OCFA) is requesting proposals from qualified firms to enter into contract with the OCFA to provide as-needed Helicopter maintenance, engineering and repair services for two (2) Bell 412EP helicopters and two (2) Sikorsky S70M Firehawks.

The successful vendor will supply to the OCFA on an as-needed and intermittent basis, tooling, labor, and materials necessary to perform inspections, repairs, modifications/upgrades, overhauls and services to supplement the OCFA helicopter maintenance section as requested.

The objective is to contract with a contractor(s) that can partner with OCFA to provide the highest quality of service to OCFA in the most expeditious and cost-effective manner possible. The ideal contractor will demonstrate the ability to be able to provide the services identified in this request for proposal (RFP) upon contract execution; and have the means and the capacity to meet the needs of an organization the size of Orange County Fire Authority. The selected contractor(s) must demonstrate the firm has the personnel, resources, required knowledge, expertise, and experience to deliver the requested services. The contract vendor shall demonstrate that all services will be performed in a manner to commensurate with the highest standards of professionalism in the industry, in the most expeditious and cost-effective manner possible.

To provide adequate contract coverage, at the OCFA's sole discretion, multiple contract awards may be made.

1.2 AGENCY BACKGROUND

The Orange County Fire Authority was formed on March 1, 1995, transitioning from the Orange County Fire Department to a Joint Powers Authority (JPA) as allowed by California Federal Government Code 6500 et seq. The 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 Federal and Federal Responsibility areas. A twenty-three-member Executive Board of Directors governs the 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. The OCFA is managed by an appointed Fire Chief who reports to the Executive Board of Directors.

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

The OCFA serves the following jurisdictions:

Aliso Viejo
Buena Park
Cypress
Dana Point
Garden Grove
Irvine
Laguna Hills
Laguna Niguel

Laguna Woods
Lake Forest
La Palma
Los Alamitos
Mission Viejo
Rancho Santa Margarita
San Clemente
San Juan Capistrano

Santa Ana
Seal Beach
Stanton
Tustin
Villa Park
Westminster
Yorba Linda

1.3 ESTIMATED RFP SCHEDULE

Request for Proposal Posting Date
Deadline to submit questions through Online Q&A
Proposal Due Date

Thursday, April 25, 2024
Friday, May 2, 2024 by 5:00pm
Thursday, May 16, 2024 by 11:00am

Proposals submitted will be evaluated by staff based on the criteria listed in the solicitation. If necessary, the recommendation may be referred to the OCFA Executive Committee (a sub-committee of the Board of Directors) if required for approval and award of the contract.

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 RFP Issue Date, the above dates and steps are subject to change without necessity of addendum.

1.4 TERM OF AGREEMENT

Proposals should reflect services and fees for an initial one (1) year period. The contract will commence on the date the agreement is approved and awarded by OCFA (the date of contract execution), and conclude when the project is complete, subject to the "Time of Performance" and the "Termination" provisions of the OCFA's "Pro Forma" Master Agreement (Exhibit J). At the option of the OCFA, with the concurrence of the firm, the contract may be renewed for up to four (4) optional one-year annual renewal(s). Total contract duration is not to exceed a term of five years. Each contract renewal is subject to the following:

- The satisfactory negotiation of terms, including a price acceptable to both the Authority and the selected firm; and
- Pricing mechanism for future contract years; and
- The annual availability of an appropriation in the Authority's budget; and

1.5 QUESTION SUBMITTAL

Please review the entire solicitation package at your earliest opportunity and submit questions through the Q&A Tab on the Planet Bids vendor portal no later than **Friday, May 2, 2024 by 5:00pm**.

1.6 ADDENDUM

Any information or instructions that result from the Q&A submittal 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 solicitation will be sent to all prospective Offerors prior to the date fixed for the receipt of proposals. All addenda so issued shall become part of the contract documents.

1.7 DUE DATE

Proposals will be received no later than **11:00 A.M. on Thursday, May 16, 2024 by 11:00am**. Late proposals will not be accepted.

PROPOSAL SUBMITTAL

Submittal of Proposals for JA2670 will be accepted online through OCFA's electronic procurement system, PlanetBids, at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=14773> or paper proposals may be hand delivered/mailed to the Orange County Fire Authority Purchasing Department.

Paper proposals shall be submitted with one (1) original hard copy and one (1) electronic copy in PDF or Word (on digital media – must contain the exact same information, in the same order and format as the paper proposal). Proposals shall be sent to the attention of the Assistant Purchasing Agent, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Number JA2670, and the due date. There will be no public opening of proposals. Paper proposals shall be submitted to the following address:

Delivery Address:

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

1.8 GENERAL 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 solicitation. 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 solicitation, are solely the responsibility of the Offerors.

By submitting an offer, the Offeror acknowledges understanding of the rules as defined in this solicitation. 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 offeror that scores the highest in the evaluation process, in the sole judgment of the OCFA, and will best meets the needs of the organization. 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 SERVICES

2.1 PROJECT BACKGROUND

The OCFA flies helicopters with rescue and wildland firefighting capabilities. OCFA helicopters include two (2) Bell 412EP helicopters and two (2) Sikorsky S70M Firehawks helicopters that are flown a combined 600 hours per year approximately.

The successful vendor will supply to the OCFA on an as-needed and intermittent basis, tooling, labor, and materials necessary to perform inspections, repairs, modifications/upgrades, overhauls and services to supplement the OCFA helicopter maintenance section.

2.2 SCOPE OF WORK

On an as-needed, as-requested basis, Contractor shall provide services that include, but are not limited to, major repairs, overhauls of dynamic components, engines and engine accessories, engineering support, structural airframe repairs, and various non-critical component repairs. This is to include Pratt & Whitney PT6T-3DF and GE T700 maintenance/inspection and servicing. The following is a partial list of items or issues that may need attention:

2.2.1. BELL 412EP HELICOPTERS:

2.2.1.1. SCHEDULED INSPECTION:

- a) 100HR/12MONTH
- b) 1000HR
- c) 5000HR/12MONTH

2.2.1.2. PT6T-3DF:

- a) 25 HOUR
- b) 50HR/6MONTH
- c) 100HR
- d) 150HOUR
- e) 150HR/6MONTH
- f) 150HR/12 MONTH
- g) 300 HOUR
- h) 300HR/12MONTH
- i) 600 HOUR
- j) 1200 HOUR
- k) 900 HOUR
- l) 900HR/12MONTH
- m) 900HR/24MONTH
- n) 2000 HOUR

2.2.1.3. SPECIAL INSPECTION:

- a) EACH 25 HOURS OF TAIL ROTOR OPERATION
- b) EACH 100 HOURS OF COLLECTIVE LEVER OPERATION
- c) EACH 600 HOURS OF TAIL ROTOR DRIVESHAFT OPERATION OR 12 MONTHS
- d) EACH 600 HOURS OF MAIN DRIVESHAFT OPERATION OR 12 MONTHS
- e) EACH 1000 HOURS OF COMPONENT OPERATION
- f) EACH 24 MONTHS OF FLIGHT CONTROL BOLT INSPECTION
- g) EACH 24 MONTHS OF MAIN ROTOR MAST OPERATION
- h) EACH 2500 HOURS OF MAIN ROTOR HUB OPERATION
- i) EACH 2500 HOURS OF MAIN ROTOR BLADE OPERATION

- j) EACH 2500/3000 HOURS OF MAIN ROTOR MAST OPERATION
- k) EACH 2500 HOURS OF TAIL ROTOR DRIVESHAFT OPERATION

2.2.1.4. CONDITIONAL INSPECTION:

- a) AFTER HARD LANDING
- b) AFTER BLADE STRIKE OR OTHER ROTATING SYSTEM TORQUE SPIKE
- c) AFTER OVERSPEED
- d) AFTER OVERTORQUE
- e) AFTER COMPRESSOR STALL OR SURGE
- f) AFTER LIGHTNING STRIKE
- g) AFTER ENGINE COMBINING GEARBOX CLUTCH NON-ENGAGEMENT, MISENGAGEMENT OR IN-FLIGHT SLIPPAGE

2.2.1.5. PT6T-3DF:

- a) OVERSPEED INSPECTION
- b) OVERTORQUE INSPECTION
- c) OVERTEMP INSPECTION

2.2.1.6. COMMON UNSCHEDULED MAINTENANCE REPAIRS:

- a) MAST SEAL REPLACEMENT
- b) COMBINING GEARBOX OUTPUT SHAFT SEAL REPLACEMENT
- c) TRANSMISSION MAIN INPUT SEAL REPLACEMENT
- d) CYCLIC SERVO SEAL REPLACEMENT
- e) TAIL ROTOR SERVO SEAL REPLACEMENT

2.2.2. S70M FIREHAWK INSPECTIONS

2.2.2.1. SCHEDULED INSPECTIONS

- a) 10HR
- b) 40HR
- c) 120HR

2.2.2.2. PHASE INSPECTIONS

- a) 480HR
- b) 960HR

2.2.2.3. GE T700-701D INSPECTIONS/SERVICING:

- a) SAME AS AIRFRAME INTERVALS
- b) BORESCOPES
- c) CONDITIONAL INSPECTIONS

2.3 REQUIREMENTS

- a) It is highly desirable that the Contractor have an operational maintenance facility within 100 miles of the OCFA Air Ops facility located at the Fullerton Airport, 3900 West Artesia Avenue, Fullerton, CA 92833, must be a Federal Aviation Administration (FAA) Certified Repair Station and authorized Bell Flight Service Center, Pratt and Whitney Service Center, Sikorsky Service Center, and GE Service Center or have listed in the repair station ops. specs. B412, PWC PT6T, S70 and GE-T700-701.

- b) Authorized representatives of the OCFA shall be permitted to inspect the facility on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. Persistent and/or unresolved performance or other issues may be grounds for termination of this agreement.
- c) Contractor warrants that the Manufacturer authorizes the contractor to perform overhaul and maintenance services on the engines/components in the OCFA fleet. Contractor shall allow only skilled mechanics, which have been trained and licensed to perform overhaul and maintenance services under this contract.
- d) Contractor shall observe the highest standard of diligence and care in the performance of its overhaul and maintenance responsibilities, and shall meticulously follow the standards and procedures required by the manufacturer (including all service bulletins) for overhaul and maintenance service.

The contractor further warrants that with respect to any components overhauled the following applies:

- i. All parts/components shall be free of defects in title, material and workmanship.
 - ii. All parts/components meet or exceed the specifications and requirements of the Manufacturer.
 - iii. Engine components are new or, if authorized by OCFA, reconditioned to original manufacturer's specifications.
 - iv. All parts/components shall be free of any patent infringements, proprietary rights or copyrights.
 - v. Contractor further warrants that all services and parts provided shall be in strict conformity with all applicable regulations from the Federal Aviation Agency (FAA).
- e) At all times during the Contract term, Contractor and its Subcontractors shall keep current, their FAA Inspection Authorization (IA) Certification, OEM Service Facility Endorsement, and/or Original Equipment Manufacturer (OEM) approved Repair Station rating as applicable. Lapse or loss of such licenses may be grounds for immediate termination of Contract.
 - f) Contractor must have continuously for the past five (5) years performed maintenance/inspection of Bell medium aircraft and Sikorsky medium aircraft and shall ensure all personnel performing maintenance or repair work under this Contract have the appropriate training.
 - g) Contractor shall ensure all technicians performing work on the OCFA's helicopters have the proper Repairman or FAA Airframe and Powerplant Certificate to conduct the required work. Mechanics to meet the USFS carding specifications.
 - h) Before operating the OCFA's helicopters, Contractor personnel must have prior permission from the OCFA Air Ops Manager or authorized designee.
 - i) Contractor shall perform all repairs and maintenance to meet OEM and FAA regulations and requirements. Contractor is responsible for the repair or replacement of all parts, assemblies, sub-assemblies, and components necessary to maintain the agency aircraft in an airworthy condition in accordance with FAA standards, or as specified by the OCFA Air Ops Project Manager.
 - j) Parts installed on the aircraft and paint utilized in repairs must meet OEM specifications. Replacement gearboxes, components, and parts installed by Contractor must meet OEM requirements.
 - k) When conducting helicopter inspections, the mechanic shall perform the inspection(s) utilizing the appropriate manufacturer's check-list or OCFA inspection program check-list. The checklist shall include a space for initialing by the mechanic completing the service procedure item. After completion of the scheduled maintenance, the mechanic shall provide a signed copy of the checklist to the OCFA pilot for review prior to any operation of the helicopter.

- l) Contractor must be able to provide aircraft avionics services encompassed by the Bell and Sikorsky helicopter maintenance manuals and Federal Aviation Regulations.
- m) Contractor must be able to assist in offsite recovery of aircraft in the event OCFA maintenance personnel are unavailable. This is to include troubleshooting, repair and return to service in the field as well as transport by ground preparations.
- n) Contractor will be responsible for the security of OCFA aircraft while in its possession and will be fully liable for any loss or damage to the aircraft. Contract will maintain a secure hangar with adequate security that is not accessible to the public.
- o) The costs for repair and or replacement due to any damage to the aircraft caused through Contractor/employee negligence will be the sole responsibility of the contractor.
- p) The OCFA reserves the right to make changes to the current fleet by adding additional makes/models during the term of the contract. Contractor will be given a minimum of one hundred twenty (120) day's notification of any new equipment to ensure the contractors mechanics can meet the requirements.

2.4 ON-CALL EMERGENCY SERVICE

When and as requested by the OCFA, Contractor shall be available by phone/cell twenty-four (24) hours per day, seven (7) days per week including holidays, to coordinate the provision of On-call Emergency field service requests on OCFA Aircraft. Contractor shall immediately coordinate a response with sufficient personnel and equipment as required to timely complete the required On-call Emergency Service.

2.5 WRITTEN ESTIMATES

Prior to any repairs being performed, Contractor shall prepare a detailed and itemized written estimate. This report shall provide an estimate of the cost and time for recommended work. The estimate will include a complete list of parts to be supplied, labor (hours and rate) and any miscellaneous charges (with explanation) and tax. Contractor will also advise of the estimated downtime before beginning any repairs. Estimate must reference the aircraft unit number.

2.6 ADDITIONAL WORK

Contractor to provide a revised estimate if additional work is found during the course of repair and not included in original estimate. The OCFA Air Ops designated representative must inspect (at the OCFA's option) and approve or reject the additional repairs. The Contractor will not perform the repair until estimates and revised estimates have been authorized by the OCFA Air Ops designated representative via phone call or e-mail. OCFA will not be responsible for the costs associated with any unauthorized repairs.

2.7 WARRANTY

All work performed under Contract shall meet or exceed OEM and FAA regulations and requirements governing such work. Contractor's furnished materials, parts, and workmanship shall be free from defects for a minimum of six (6) months or 500 flight hours from date of acceptance of work by OCFA, except as noted below or per the OEM warranty specification, whichever is greater:

Category	Minimum Warranty Term
Major Components (Overhauled)	One (1) year or 1,000 hours
Batteries	One (1) year or 600 hours – prorated
Tires	Warranty provided by manufacturer of tire

All part warranties shall include the labor to diagnose and replace the failed part as well as the part itself. Any part warranties provided by the part manufacturer that exceed the minimums listed in this section, shall be passed on to the OCFA. Written notification of such extended warranties shall be made by the Contractor to the OCFA at time of part installation.

Contractor shall assume all related costs, including but not limited to: collateral damage, alternate transportation, materials, parts, and labor associated to repair of defects under warranty.

2.8 SAFETY REQUIREMENTS

All work will be conducted in a safe manner and will comply with the requirements of state and local rules and regulations or the requirements of OSHA safety standards.

2.9 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the OCFA does not guarantee any particular quantity of maintenance and repair services during the term of this contract. The quantities may vary depending upon the actual needs of the Department.

The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the OCFA shall not be liable for any contractual agreements/obligations the Contractor enters into based on requiring all the quantities specified herein.

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 QUALIFICATION

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

3.3 RESERVATION OF RIGHTS

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

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

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

3.4 AWARD SELECTION PROCESS

A response to this Request for Proposal is an offer to contract with OCFA based upon the scope of work contained in OCFA's Request for Proposal and the terms and conditions set forth in the Master Agreement template, attached hereto as Exhibit 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 Federal 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 Federal 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 Federal 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, federal, and other laws relative thereto. In addition, the selected/contracted firm and its representatives are expected to comply with all federal and federal

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 Federal Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549. OCFA will verify respondent, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.sam.gov.

3.11 DISCUSSIONS

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

3.12 DISQUALIFICATION OF OFFEROR(S)

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

3.13 DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

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

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

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

3.14 EXPERIENCE AND COMPETENCY

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

but also to the general competency of the Offeror for the performance of the work specified in the contract documents.

3.15 FAMILIARIZATION OF SCOPE OF WORK

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

3.16 INDEMNIFICATION

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

3.17 INQUIRIES

Any question related to the solicitation shall be directed to Assistant Purchasing Agent, James Aguila. Questions and comments regarding this solicitation must be submitted via PlanetBids, no later than the stated Q&A deadline. The questioner'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 solicitation number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation 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 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).

3.19 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.

3.20 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.

3.21 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.

3.22 PREPARATION OF PROPOSAL

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

3.23 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.

3.24 PUBLIC RECORD

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

3.25 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.

3.26 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

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. All proposals will be reviewed by an evaluation committee comprised of OCFA staff for compliance with the specifications including documented capability to perform the prescribed work in a satisfactory manner. 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 following:

4.2 PHASE ONE EVALUATION CRITERIA: PAPER PROPOSAL

4.2.1. Statement of Qualifications, Experience, References (maximum points 35)

This set of criteria assesses the Offeror's history of performance and demonstrated ability and expertise in providing the service based on the responses provided in the transmittal letter and statement of qualifications in addition to the qualifications and experience of key-personnel assigned to the project team and relevant experience of the firm.

4.2.2. Project Approach/Scope of Work (maximum points 35)

This set of criteria assesses how well the Offeror responds to and demonstrates an understanding of the objectives listed in the RFP based on the responses provided to Project Approach/Scope of work.

4.2.3. Proposed Cost (maximum points 30)

The lowest price proposal will not necessarily be selected. OCFA is looking for the best value versus the lowest price. The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Total Cost of Lowest Responsive Offer}}{\text{This Proposer's Total Cost}} \times 30 = \text{Awarded Points}$$

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. OCFA may request a best and final offer from the top ranking firms for further evaluation and consideration. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

4.3 ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS

4.3.1. Shortlist

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

4.3.2. Interviews/Demonstrations

OCFA reserves the right to conduct interviews and/or demonstrations with some or all of the Offerors at any point during the evaluation process. However, OCFA may determine that interviews/demonstrations are not necessary. In the event interviews/demonstrations are conducted, information provided during the interview/demonstration process shall be taken into consideration when evaluating the stated criteria. OCFA shall not reimburse the Offeror for the costs associated with the interview process. Demonstrations will be held at a time and place specified by OCFA. The Firm's key project team members will be invited to attend the interview/demonstration. The interviews will last approximately 60 minutes, with the time allocated between firm's presentation and question and answer period. The firms should be prepared to discuss at the interview, their specific experience providing services similar to

those described in the RFP, project approach, estimated work effort, available resources, and other pertinent things that distinguish your firm from others.

4.3.3. Interview/Demonstration Rating Criteria

The following criteria and points will be used in evaluating and rating the interviewed firms.

- **Interview/Questions (maximum points 25):**

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

4.3.4. 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.

4.3.5. Prior Experience:

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

4.3.6. 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.

4.3.7. Post-Proposal Discussions with Offerors:

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

4.4 NEGOTIATIONS

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. OCFA may request a best and final offer from the top-ranking firms for further evaluation and consideration. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process. Offerors shall respond to all requirements in the order in which they are presented. Proposals, which appear to be compliant, shall be evaluated in accordance with the following.

The Offeror with the best ranking after negotiations will be recommended for award of the contract. When the evaluation team has completed its review of the proposals and the finalized the negotiated the best and final offer, the Purchasing Department will send a Notice of Intent to Award to the successful Firm. The award may be subject to Executive Committee approval.

4.5 NOTICE OF INTENT TO AWARD/EXECUTION OF CONTRACT

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

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

In case of failure of the Offeror(s) to execute and return the Master Agreement and all required documents within the time allowed, the OCFA may, at its option, consider that the Offeror(s) has/have abandoned the contract.

Following the Board of Director's acceptance and approval of the recommendation for award of contract, OCFA shall return one fully executed copy of the Master Agreement 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. Statement of Qualifications & Experience:** Exhibit B
- 3. Project Approach / Scope of Work:** Exhibit C
- 4. References:** Exhibit D
- 5. Pricing Page:** Exhibit E
- 6. Offeror's Information:** Exhibit F
- 7. Certification of Proposal:** Exhibit G
- 8. Party and Participant Disclosure Forms:** Exhibit H
- 9. W-9:** Exhibit I
- 10. Sample Master Agreement:** Exhibit J

EXHIBIT A: LETTER OF TRANSMITTAL

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

- a. Identification of Offeror, including name, address, and telephone number. Include a contact person and corresponding e-mail address.
- b. A brief summary of the Offeror's understanding of the objectives outlined in the scope of work with a commitment to provide the services in accordance with its proposal and the terms and conditions of any contract, which may be awarded pursuant to this RFP.
- c. A brief statement describing how your firm meets the minimum qualifications outlined in Section II. Please attach certification of approval of the device from the FDA to the Letter of Transmittal.
- 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 should be signed by an individual authorized to bind the Offeror.

EXHIBIT B: STATEMENT OF QUALIFICATIONS & EXPERIENCE

Offerors shall prepare a statement of qualifications that shows the ability, capacity, experience, and skill of the Offeror, their staff, and their employees to provide the equipment and perform the services required within the specified time. The statement of qualifications should include, at a minimum, responses to the following.

1. Describe the firms experience in completing projects of a similar size and scope as the services required by this RFP. Include the number of years firm has been performing helicopter maintenance and repair services.
2. Proposer should indicate that it has sufficient licenses, permits, qualifications, and approvals that are required to perform the services requested in this RFP. Submit proof with proposal submission.
3. Provide a list of key staff members who will be working on this project and their specific responsibilities with respect to the scope of work. Information should include their experience as related to the scope of work. Include proof of qualifications.
4. Identify with particularity the services that will be performed by Proposer and identify those services, if any, that will be performed by subcontractors.
5. If the proposer utilizes subcontractors, it must provide a list of the subcontractor name(s) and include their responsibilities, qualifications and major clients and projects they have worked on relative to the services requested of this RFP or similar projects.
6. Provide a list of all Public Entity contracts for the last three (3) years.
7. Include any additional information that will assist OCFA in assessing your firm's history of performance and demonstrated ability and expertise in providing the requested service.

EXHIBIT C: PROJECT APPROACH / SCOPE OF WORK

Offerors shall provide detailed responses to the following objectives that describes how the respondent intends to provide the requested services set forth in the Scope of Work.

1. Present an overview of your proposed plan for providing as-needed Helicopter Maintenance and Repair Services as described in the Scope of Work.
2. Describe your approach to meeting the RFP's overall and specific requirements. State specific capabilities, approaches, and proposed methodologies and demonstrate a clear understanding of the nature of the work to be performed, under the proposed Contract and its relation to the OCFA's needs.
3. Define when services will be performed at OCFA's facility and when services will be performed at Contractor's facility and provide a detailed description of the equipment available to perform services.
4. What is the estimated call response time for calls made during business hours?
5. What is the estimated call response time for calls made after hours? Is there a cost for after hour's calls?
6. Provide information on your firm's ability to provide "On-call Emergency Service" twenty-four (24) hours per day, seven (7) days per week including holidays, in the event of an emergency field service request. Include any pricing information for these services in the Pricing Page under F. Proposed Fee Schedule for additional services.
7. Provide any additional information that will assist OCFA in assessing how the Offeror understands the objectives listed in the RFP and intends to provide the requested services.
8. Provide information on the Offerors statement of warranty and guarantee of work.
9. Provide a proposed timeline schedule and a description of resources and assistance expected to be provided by the OCFA.
10. Provide any additional information that will assist OCFA in assessing how the Offeror understands the objectives listed in the RFP and intends to provide the requested services.

EXHIBIT D: REFERENCES

Describe fully at least three (3) contracts performed by your firm that demonstrate your ability to provide the equipment included with the scope of the specifications. 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. **If contacted, references provided will be used to score criteria 4.2.1.**

Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Description of services provided	
Date of Project	
Total Project Cost	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Description of services provided	
Date of Project	
Total Project Cost	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Description of services provided	
Date of Project	
Total Project Cost	

EXHIBIT E: 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.

The contractor shall submit a firm-fixed price quote to perform all the work required in accordance with the Statement of Work. The contractor's price shall be their fully burdened rate which includes all costs associated with the performance of any OCFA helicopters inspection, maintenance and repair services ordered against this contract, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, ferrying and facilities.

The OCFA reserves the right to award multiple contracts, therefore separate contracts may be awarded, if it is deemed to be in the best interest of the OCFA.

FEES AND CHARGES – Payment shall be made in accordance with the provisions of this Contract.

- A. **Hourly Labor Rate:** The prices stated below shall include be the contractor's fully burdened rate which includes all costs associated with the performance of any OCFA helicopters inspection, maintenance and repair services ordered against this contract, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, delivery, etc.

Scheduled maintenance & repairs performed at Contractors facility:

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$_____per hour
2. Overtime Hourly Rate: \$_____per hour

Scheduled maintenance & repairs performed at OCFA's facility:

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$_____per hour
2. Overtime Hourly Rate: \$_____per hour

- B. **Materials Costs:** Parts purchased by the Contractor for repair of the equipment shall be charged the Contractor's actual cost of the parts (including all applicable taxes) plus the percentage stated below: Provide details on the pricing structure that will be offered to OCFA for Parts purchased by the Contractor that are needed as part of a repair (for example Discount % off MSRP).

1. New Bell Parts shall be invoiced at the Bell Published List Price less _____%
2. New Sikorsky Parts shall be invoiced at the Sikorsky Published List Price less _____%
3. Other MFR Parts shall be invoiced at the MFR List Price less _____% If the % varies by manufacturer, please attach a list of the parts manufacturers and the associated discount % off list.

Contractor must submit their cost invoices for parts along with billings to OCFA for payment processing. This requirement is MANDATORY. OCFA shall not process payments for parts without Contractor's cost invoices for parts. NOTE: OCFA reserves the right to supply any parts required to perform repairs.

C. Flat Rate Services: A fixed rate shall be paid for the following services:**Bell 412EP Helicopter:****C1. SCHEDULED INSPECTIONS:**

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
25HR / DAY		\$	\$
100HR / 12 MONTH		\$	\$
300HR / 12 MONTH		\$	\$
600HR / 12 MONTH		\$	\$
1000HR		\$	\$
5000HR / 5 YEAR		\$	\$
C1. TOTAL			

C2. PT6T-3DF

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
25HR		\$	\$
50HR / 6 MONTH		\$	\$
5000HR / 12 MONTH		\$	\$
100HR		\$	\$
150HR		\$	\$
150HR / 6 MONTH		\$	\$
150HR / 12 MONTH		\$	\$
300HR		\$	\$
300HR / 12MONTH		\$	\$
600HR		\$	\$
900HR / 12 MONTH		\$	\$
900HR / 24 MONTH		\$	\$
1200HR		\$	\$

2000HR		\$	\$
C2. TOTAL			

C3. S70M FIREHAWK:**SCHEDULED INSPECTION:**

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
10HR		\$	\$
40HR		\$	\$
120HR		\$	\$
480HR		\$	\$
960HR		\$	\$
C3. TOTAL			

C4. GE T700-701D

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
10HR		\$	\$
1000HR		\$	\$
C4. TOTAL			

This total will be used to calculate the points awarded for total cost:

GRAND TOTAL OF C1, C2, C3 & C4	\$
---	----

Round Trip Ferry Cost: from OCFA Hangar: \$_____ Per Round Trip Cost

- D. **Offsite Recovery Rates:** Please provide pricing and information for Offsite Recovery Services. Include any applicable hourly rates and/or flat rates to provide these services:

- E. **Proposed Fee Schedule for Additional Services:** Please provide pricing and information for additional services not included above. Include a list of other categories which are expected to be paid by OCFA and a basis for any additional compensation which would be requested by your firm. Include any applicable hourly rates and/or flat rates to provide these services:

USAGE – No guarantee is given by the Orange County Fire Authority to the Contractor regarding usage of this Contract. The Contractor agrees to supply services as needed by the OCFA, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this contract at the convenience of the OCFA Fleet Services department.

PRICE CHANGES - Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes after the first year of the contract shall be negotiated, but shall not exceed three (3) percent per year or the percentage increase in the U.S. Department of Labor Producer Price Index (PPI) for Commodity data for Aircraft Repair and Maintenance services in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the BASE year six month average (January through June 2024; and each January through June six month average) thereafter. All price decreases will automatically be extended to the Orange County Fire Authority. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the OCFA receives their written request. No retroactive contract price adjustments will be allowed.

GOVERNMENT / CO-OPERATIVE CONTRACT: Is your pricing based on a Government or Co-operative contract? **YES** _____ **NO** _____

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

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

ADDITIONAL INFORMATION – Provide any additional information you would like OCFA to consider:

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

Orange County Fire Authority
Attention: Accounts Payable
PO Box 53008
Irvine, CA 92619

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

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

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

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

FIRM'S LEGAL NAME: _____

FIRM PARENT OR OWNERSHIP: _____

ADDRESS: _____

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

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

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

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: _____

LENGTH OF TIME AT CURRENT LOCATION: _____

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

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Solicitation.

NAME: _____ **TITLE:** _____

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

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

NAME: _____ **TITLE:** _____

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

Will your firm be utilizing any subcontractors for this contract? YES ☐ NO ☐

If yes, please include an attachment with the details including: firm/individual's name, address, telephone, and contact. Provide details for all subcontracts that will be utilized in this contract.

EXHIBIT G: CERTIFICATION OF PROPOSAL

In responding to RFP JA2670 Helicopter Maintenance and Repair Services, the undersigned Offeror(s) agrees to provide services to OCFA per the scope of services. Offeror further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this proposal, and the resulting Master Agreement. **If there are any exceptions to or deviations from the terms of the Master Agreement (Exhibit J), they must be stated in an attachment included with the offer.** Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Exhibit J.

- 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 Federal 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 Federal 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 solicitation which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PRINTED NAME: _____ TITLE: _____

SIGNATURE OF PERSON
AUTHORIZED TO SIGN: _____ DATE: _____

EXHIBIT H: PARTY AND PARTICIPANT DISCLOSURE FORMS

Campaign Contributions Disclosure: In conformance with the statutory requirements of the Federal 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 solicitation. 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

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

PARTY DISCLOSURE

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

PARTY DISCLOSURE FORM

Party's
Name: _____

Party's
Address: _____

Party's
Telephone: _____

Solicitation Title and Number: _____

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

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

Date: _____

Signature of Party and/or Agent

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

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

PARTICIPANT (AGENT) DISCLOSURE

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

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

PARTICIPANT (AGENT) DISCLOSURE FORM

Prime's Firm

Name: _____

Party's

Name: _____

Party's

Address: _____

Party's

Telephone: _____

Solicitation Title and Number: _____

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

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

Date: _____

Signature of Party and/or Agent

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

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

EXHIBIT I: IRS FORM W9

Form <b style="font-size: 1.5em;">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.
--	---	--

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> </tr> </table> <p style="text-align: center; margin: 2px 0;">or</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="7"></td> </tr> </table>	Social security number																							-				-				Employer identification number																							-							
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Part II Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and			
3. I am a U.S. citizen or other U.S. person (defined below); and			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.			
Sign Here	<table style="width: 100%;"> <tr> <td style="width: 60%;">Signature of U.S. person ▶</td> <td style="width: 40%;">Date ▶</td> </tr> </table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

EXHIBIT J: SAMPLE MASTER AGREEMENT

ORANGE COUNTY FIRE AUTHORITY MASTER AGREEMENT FOR _____

THIS AGREEMENT FOR _____ ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and _____ ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires _____ as requested in RFP _____, hereinafter referred to as "Project"; and

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

WHEREAS, OCFA and Contractor desire to enter into this Agreement in order to receive and provide, respectively, _____ on the same terms, conditions, and pricing as further set forth in Section 1.1 of this Agreement;

AGREEMENT

NOW THEREFORE, OCFA and Contractor mutually agree as follows:

SECTION ONE

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

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

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

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

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

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

Orange County Fire Authority
Attention: Debbie Casper, Purchasing
Manager
1 Fire Authority Road
Irvine, CA 92602

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

To Contractor:

[Name]
Attention: _____
[Address]

SECTION TWO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If providing Services, Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents,

shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service.

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

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

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

SECTION THREE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date:_____

By:_____

Sara Kennedy, CPPB
Purchasing Division Manager

“CONTRACTOR”

CONTRACTOR NAME

Date:_____

By:_____

[Name]
[Title]

EXHIBIT “A”
Statement of Goods or Services to Be Provided

EXHIBIT “B” Pricing

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

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

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

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

EXHIBIT “C”

Insurance Requirements

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

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

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

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

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

C2.1.3 If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be

obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the

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

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

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

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

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

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

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

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

C7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance

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

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

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

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

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

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

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

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

C11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of

discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

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

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

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

EXHIBIT “D”
Special Terms and Conditions – Federally Funded Awards

A. ACCESS TO RECORDS

Contractor agrees to provide OCFA, the FEMA administrator, the comptroller general of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this agreement.

B. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who applied or submitted a bid for an award of \$100,000 or more shall have filed the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

C. CHANGES

Subsequent to the issuance of this agreement, in the event that any changes to work within the scope of the contract is requested by OCFA, the parties shall execute an addendum or change order to the Agreement, setting forth with particularity all terms including, but not limited to, revisions or modifications for additional work or services not included in the Agreement or not customarily furnished in accordance with generally accepted practice. A cardinal change that causes, in effect, the contractor to perform very different work from that described in the Agreement is considered to be a non-competitive award subject to the negotiation of profit as an element separate from price.

D. CIVIL RIGHTS REQUIREMENTS

- Contractors must not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractors must not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractors must adhere to any Federal implementing regulations and other requirements that the department and FEMA have with respect to nondiscrimination.

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E. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

For awards exceeding \$150,000, the following shall apply: **Clean Air Act:** (1) The contractor will agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (2) The contractor will report each violation to OCFA and understands and agrees that OCFA will, in turn, report each violation as required to assure notification to the federal granting agency, and the appropriate Environmental Protection Agency Regional Office. (3) The contractor will agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funding assistance.

Federal Water Pollution Control Act: (1) The contractor will agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. (2) The contractor will agree to report each violation to OCFA and understands and agrees that OCFA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (3) The contractor will agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

F. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

FEMA financial assistance will be used to fund a portion of this agreement, in compliance with the terms of the award from FEMA. The Contractor agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

G. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

For contracts exceeding \$100,000 and which include work performed mechanics and laborers, the following shall apply:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. OCFA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

H. DAVIS BACON ACT & COPELAND ANTI-KICKBACK ACTS

For prime construction contracts which are in excess of \$2,000 and which are funded by the Emergency Management Preparedness Grant Program, Homeland Security Grant Program,

Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).

Contracts subject to compliance with the Davis Bacon Act must also comply with the Copeland “Anti-Kickback” Act:

(1) The awarded contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this section.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal funding agency or OCFA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

I. DEBARMENT AND SUSPENSION

The goods or services to be performed under this agreement are covered transactions for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that neither the contractor, its principals (defined at 2 C.F.R. § 180.995), its subcontractors, or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractors must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. If it is later determined that the awarded contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. § 200.213.

J. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the department of homeland security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. EQUAL EMPLOYMENT OPPORTUNITY: FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

Except as otherwise provided under 41 C.F.R. Part 60, for work performed under contracts that meet the definition of “Federally Assisted Construction Contract” in 41 C.F.R. § 60-1.3 the contractor will agree as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this section or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

L. FEDERAL OBLIGATION

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. FEDERAL REQUIREMENTS

Contractors must comply with all applicable Federal laws, regulations, executive orders, and FEMA requirements.

N. PROCUREMENT OF RECOVERED MATERIALS

In the performance of contracts exceeding \$10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a

reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

O. REMEDIES

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

OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of off-set or partial payment of the amounts owed the OCFA as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the services as provided within the agreement.

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 the Agreement.

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

Except with respect to rights and remedies expressly declared to be exclusive in the 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.

P. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If contracting with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work, OCFA must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements), and any implementing regulations issued by the Federal Government, specifically the Federal funding agency.

Q. SUBCONTRACTS

If subcontracts are approved, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, in accordance with title 2 CFR Sec.200.321. Affirmative steps must include: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) using the services and assistance, as appropriate, of such organizations as the small business administration and the minority business development agency of the department of commerce.

R. TERMINATION FOR CAUSE AND CONVENIENCE

OCFA reserves the right to terminate this agreement at any time, for cause or for convenience, upon thirty (30) days written notice to the Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, the Contractor shall immediately cease all work except such as may be specifically approved by OCFA. The Contractor shall be entitled to compensation for all work performed prior to receipt of the notice of termination and for any work authorized by OCFA thereafter. The Contractor may terminate this Agreement, for cause or convenience, upon thirty (30) days written notice to OCFA.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 25, 2024

Agenda Item No. 2E
Consent Calendar

**Award of Contract for Website Redesign and Upgrade
RFP RO2667**

Contact(s) for Further Information

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

Matt Olson, Communications Director mattolson@ocfa.org 714.573.6028
Corporate Communications Department

Joel Brodowski, IT Division Manager joelbrodowski@ocfa.org 714.573.6421
Logistics Department

Summary

This agenda item is submitted for approval to award an agreement for the redesign and upgrade of the ocfa.org website to Exemplifi, LLC, resulting from competitive solicitation RFP R02667.

Prior Board/Committee Action

None

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to award an agreement for the redesign and upgrade of the ocfa.org website to Exemplifi, LLC, resulting from competitive solicitation RFP RO2667, based on the pricing provided in the vendor's Best and Final Offer of \$177,800.

Impact to Cities/County

None.

Fiscal Impact

Funding for this contract is included in the FY 24/25 5-Year CIP, project Public Website/Content Management System Upgrade (Fund 124 Project P355).

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

The OCFA's current public web site, www.ocfa.org, was developed by a third-party vendor in 2014 utilizing a mix of various software technologies, and is hosted by OCFA via the Microsoft Azure Cloud. All subsequent design, maintenance and updates to the website have been performed by the OCFA Information Technology section, with department specific content being updated by a limited group of employees throughout the organization (to upload documents).

The website is comprised of approximately 110 pages of content and 23 GB of documents and images for the crucial purpose of providing timely and accurate information to the public, including the status of emergency responses, fire prevention and emergency preparedness education, and transparent access to public records such as the meetings of the OCFA Board and committees.

As the current website technology and design is 10 years old, a redesign and upgrade is required in order to meet OCFA's current technology standards and functional requirements.

Request for Proposals (RFP) Process

On January 22, 2024, RFP RO2667 was publicly noticed as well as sent to 1,064 vendors to solicit proposals for the redesign and upgrade of the ocfa.org website. On February 21, 2024, the proposal due date, 18 responsive proposals were received.

Evaluation and Scoring

An evaluation team consisting of four staff members representing OCFA's departments evaluated the 18 written proposals. Each proposal was evaluated based on the following weighted criteria as defined in the RFP: Technical Specifications (35), Statement of Qualifications (20), Project Approach/Customer Service (20), and Pricing (25). The evaluation of written proposals resulted in the short-listing of four top rated firms, each of which participated in in-person interviews with the evaluation team, and included the Brand Institute, Exemplifi, Planeteria, Stellar Agency, and Wave Interactive.

Upon completion of the proposal evaluation and interviews, the top two ranked firms, Exemplifi and Stellar Agency, were invited to provide additional information regarding functionality, features, and pricing consideration regarding their proposed solution, and to further negotiate the terms of the final contract in the form of a Best and Final Offer (BAFO). An evaluation of these offers resulted in Exemplifi, LLC. as the number one ranked vendor overall. The complete schedule of evaluation scores is provided as Attachment 4.

Conclusion and Recommendation for Award

Based upon the above described evaluation of proposals and the final offers resulting from RFP RO2667, staff is recommending contract award to Exemplifi, LLC. for the design and upgrade of the OCFA public website at an amount not to exceed \$177,800.

Attachment(s)

1. Proposed Professional Services Agreement inclusive of Proposal from Exemplifi, LLC.
2. Best and Final Offer dated June 5, 2024
3. Evaluation Results
4. Request for Proposals RO2667 *(Proposal posted and available on the website)*

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Exemplifai LLC dba Exemplifi, LLC, a California Limited Liability Company, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to provide website redesign and upgrade services as requested in OCFA RFP RO2667, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated February 21, 2024, 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 RO2667, dated January 22, 2024 ("RFP"), (2) Firm's Proposal, as modified by Firm's Best and Final Offer dated June 5, 2024, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this

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

1.2 Compliance with Law

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

1.3 Licenses and Permits

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

1.4 Familiarity with Work

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

1.5 Care of Work

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

1.6 Additional Services

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

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the Firm's Best and Final Offer dated June 5, 2024 set forth in Exhibit "A," in an amount not to exceed One Hundred Seventy-Seven Thousand, Eight Hundred Dollars (\$177,800). 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 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: Vinod Pabba, 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 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and

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

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

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

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

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

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

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

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

6.12 Indemnification.

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

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

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

7. RECORDS AND REPORTS

7.1 Reports

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

7.2 Records

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

7.3 Ownership of Documents

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

7.4 Release of Documents

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

7.5 Confidential Materials

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

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

8.2 Waiver

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to 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 Termination Prior to Expiration of Term

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

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

8.6 Termination for Default of Firm

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

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

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

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

To Firm:

Exemplifi, LLC
Attention: Vinod Pabba
2563 Waverley St
Palo Alto, CA 94301

10.2 Integrated Agreement

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

10.3 Amendment

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

10.4 Severability

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

10.5 Corporate Authority

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

[Signatures on Following Page]

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Maria D. Huizar
Clerk of the Board

Date: _____

"FIRM"

EXEMPLIFI, LLC

Date: June 13, 2024

By: _____

Vinod Pabba, CEO

Date: _____

By: _____

Vinod Pabba, Managing Member

EXHIBIT "A"



Exemplifi RFP Response to **Orange County Fire Authority** for Website Redesign and Upgrade

February 21, 2024
Exemplifi LLC
2563 Waverley Street
Palo Alto, CA - 94301



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Exhibit A: Letter of Transmittal

Exemplifi LLC
2563 Waverley Street, Palo Alto, California, 94301
(617)-233-7510
February 19, 2024

Rothchild Ong
Assistant Purchasing Agent
OCFA Purchasing Department

Hello Mr. Ong,

We are pleased to present our proposal in response to the Request for Proposal issued by the OCFA Purchasing Department for the website redesign and upgrade project. Exemplifi is committed to delivering exceptional equipment and services to fulfill the objectives outlined in the scope of work.

Established in 2018 and headquartered in Palo Alto, Exemplifi is a leading enterprise website development firm. We are a **California Certified Small Business (2024173)**, a **Federally-certified Minority Business (WR07766)**, and a **HUBZone Business Entity (69466)**.

Exemplifi understands the importance of providing a comprehensive design and implementation process, as outlined in the scope of work. Our proposal demonstrates our commitment to researching designs that meet the specific requirements of the OCFA, providing comparable sites, and delivering a final design in raw, template form, fully functioning through www.ocfa.org. We pledge to ensure that the website redesign reflects the professionalism and quality of service that the OCFA prides itself on while offering an intuitive and visually appealing user experience.

In accordance with the minimum qualifications outlined in section 2.1 of the RFP:

- Exemplifi has over 5 of experience in providing website design solutions for clients with similar functions and complexity.
- We have designed and developed more than 10 websites, showcasing our proficiency in delivering high-quality solutions.
- Our proposal remains valid for not less than 180 days from the date proposals are due.

Exemplifi is fully equipped to undertake the responsibilities outlined in the scope of work, including providing a detailed project plan, meeting with OCFA stakeholders to assess

specific design requirements, and redesigning and upgrading the existing OCFA website while ensuring it meets all specified requirements and standards.

We appreciate the opportunity to participate in this procurement process and are eager to contribute our expertise to the success of the website replacement project.

Thank you for considering Exemplifi for this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vinod Pabba', with a stylized flourish at the end.

Vinod Pabba

Founder/CEO

Phone: (617)-233-7510

Email: vpabba@exemplifi.io

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Exhibit B: Certification of Proposal

Orange County Fire Authority

RFP No. RO2667

EXHIBIT B: CERTIFICATION OF PROPOSAL

In responding to RFP RO2667– OCFA Website Redesign & Upgrade, 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: Exemplifai LLC dba Exemplifi LLC

ADDRESS: 2563 Waverley Street

CITY: Palo Alto STATE: CA ZIP CODE: 94301

PRINTED NAME: Vinod Pabba TITLE: CEO

SIGNATURE OF PERSON
AUTHORIZED TO SIGN:



DATE: Feb 19, 2024

Exhibit C: Offeror's Information

Orange County Fire Authority

RFP No. RO2667

EXHIBIT C: OFFEROR'S INFORMATION

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

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

FIRM'S LEGAL NAME: Exemplifi LLC dba Exemplifi LLC

FIRM PARENT OR OWNERSHIP: N/A

ADDRESS: 2563 Waverley Street, Palo Alto, California, 94301

FIRM TELEPHONE #: 617-233-7510 FIRM FAX #: N/A

FIRM'S TAX I.D. NUMBER: 825012068 INCORPORATED: YES ☒ NO ☐

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

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: 5+ years

LENGTH OF TIME AT CURRENT LOCATION: 5+ years

NUMBER OF EMPLOYEES: 32 NUMBER OF CURRENT CLIENTS: 9

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

NAME: Vinod Pabba TITLE: CEO

TELEPHONE #: 617-233-7510 E-MAIL: vpabba@exemplifi.io

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

NAME: Vinod Pabba TITLE: CEO

TELEPHONE #: 617-233-7510 E-MAIL: vpabba@exemplifi.io

Exhibit D: IRS Form W9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																							
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Exemplifai LLC																																																								
	2 Business name/disregarded entity name, if different from above Exemplifi LLC																																																								
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; font-size: small;"><div><input type="checkbox"/> Individual/sole proprietor or single-member LLC</div><div><input type="checkbox"/> C Corporation</div><div><input type="checkbox"/> S Corporation</div><div><input type="checkbox"/> Partnership</div><div><input type="checkbox"/> Trust/estate</div></div> <div style="margin-top: 5px;"><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</div> <div style="margin-top: 5px;"><input type="checkbox"/> Other (see instructions) ▶ _____</div>																																																								
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																								
	5 Address (number, street, and apt. or suite no.) See instructions. 2563 Waverley Street 6 City, state, and ZIP code Palo Alto, CA 94301 7 List account number(s) here (optional)																																																								
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 30px;">8</td><td style="width: 30px;">2</td><td style="width: 30px;">-</td><td style="width: 30px;">5</td><td style="width: 30px;">0</td><td style="width: 30px;">1</td><td style="width: 30px;">2</td><td style="width: 30px;">0</td><td style="width: 30px;">6</td><td style="width: 30px;">8</td><td style="width: 30px;"> </td></tr></table>			Social security number																						or											Employer identification number											8	2	-	5	0	1	2	0	6	8	
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Part II Certification Under penalties of perjury, I certify that: <ol style="list-style-type: none">The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); andI am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; andI am a U.S. citizen or other U.S. person (defined below); andThe FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																									
Sign Here	Signature of U.S. person ▶	Date ▶ February 20, 2024																																																							
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none">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. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																									

Exhibit E: Party and Participant Disclosure Forms

Orange County Fire Authority

RFP No. RO2667

PARTY DISCLOSURE FORM

Party's Name: Exemplifai LLC dba Exemplifi LLC

Party's Address: 2563 Waverley Street, Palo Alto, California, 94301

Party's Telephone: 617-233-7510

Solicitation Title and Number: OCFA WEBSITE REDESIGN AND UPGRADE # RO2667

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

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

Date: Feb 19, 2024


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 FORMPrime's Firm Name: Exemplifai LLC dba Exemplifi LLCParty's Name: Exemplifai LLC dba Exemplifi LLCParty's Address: 2563 Waverley Street, Palo Alto, California, 94301Party's Telephone: 617-233-7510Solicitation Title and Number: OCFA WEBSITE REDESIGN AND UPGRADE #RO2667

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

No ☒ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.Date: Feb 19, 2024
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): _____

Exhibit F: Method of Approach

1. Describe in detail your firm's proposed work plan and implementation of the newly rebranded [OCFA.org](https://ocfa.org) website. Include a description of the equipment and processes to be used. Provide your estimated time for completion of this project. Project schedule, should be realistic, the design, and implementation can be broken into different phases with different target dates.

a. What do you see as the client's role in the website development process?

b. How do you measure the success of the websites your firm has designed?

■ Proposed Work Plan

Having been at the forefront of customer relationships for over two decades, we understand that every client relationship is unique. However, there are certain essential qualities that we prioritize and incorporate into our approach with every client. These are -

Communication: We maintain proactive and frequent communication with all our clients, both through written and verbal means. This includes regular status reports and meetings to keep them updated on the progress of their projects. Our team is always available through various channels such as email, phone, text, etc., and we are open to in-person meetings when needed.

Transparency: At our company, we prioritize transparent, honest, and open relationships with our clients. This means we are upfront about timelines, budgets, and all other aspects of the project. While this level of honesty and openness may result in difficult conversations, it ultimately strengthens our connection and relationship with our clients and leads to better results. We believe that transparency is key to building trust and achieving successful outcomes.

Collaboration: We strongly advocate for collaborative efforts that enable our clients to have ample opportunities to monitor the progress and effectiveness of their marketing efforts. We understand that at the end of the day, these services are yours. Therefore, we ensure that you are actively involved in the process every step of the way. Through collaboration, we can produce the best possible results.

Flexibility: We adopt an agile, nimble, and flexible approach that allows us to pivot swiftly when needed. We understand that changes are inevitable, and it's crucial to have a partner who can adapt promptly to those changes.

Our Approach

Exemplifi is recognized for its leadership in developing and managing enterprise websites, with well-rounded expertise across a diverse array of CMS platforms. Our team is adept at leveraging these platforms to create websites that are not only visually appealing but also functional, user-friendly, and optimized for performance. Here's a brief overview of our capabilities:

- **WordPress:** We specialize in creating custom, scalable solutions for content-rich websites.
- **Drupal:** Our focus is on building secure, complex sites tailored for large organizations.
- **Teamsite:** Specializing in robust, enterprise-level content management, our Teamsite solutions ensure high scalability and security for large-scale web projects.
- **Adobe Experience Manager:** We excel in crafting personalized, engaging digital experiences.
- **Contentful:** Our team adeptly manages content across digital channels for seamless user experiences.
- **Optimizely:** We implement data-driven designs for optimized user engagement.
- **Kentico:** Our expertise includes developing integrated, efficient marketing platforms.
- **Sitecore:** We create comprehensive web content management and digital marketing solutions.
- **Webflow:** Our designs are focused on responsive, visually impactful websites.
- **Strapi:** We build flexible, customizable, and scalable headless CMS solutions.
- **Umbraco:** Our team delivers user-friendly and efficient website solutions.

When assessing a CMS for a customer, we usually take into account three factors:

- Budget and pricing
- Requirements for a Digital Experience Platform
- Customer's preference for programming language.

Open-source products like WordPress and Drupal are available for free, while more expensive options such as Kentico, Sitecore, and Adobe Experience Manager can cost tens of thousands of dollars per year.

Websites play a crucial role in promoting a brand, generating leads, and nurturing and expanding customer relationships. To achieve these objectives, they rely on a suite of products collectively referred to as the "Digital Experience" ecosystem. Some of the common products in this category include:

- Asset management
- Rich media management
- Analytics
- Personalization
- Audience management
- Advertising
- Marketing automation for email, display, and campaigns.

There are two main options to consider: Best-in-Class Suite or Integrated Marketing Cloud.

Under the **Best-in-Class approach**, the website is integrated with top-quality products that are not all provided by the same vendor. On the other hand, the **Integrated Marketing Cloud approach** involves using some or all of the products offered by a single vendor. The primary trade-off here is between functionality and the cost of integration.

The level of compatibility with existing technology is a crucial consideration when choosing a CMS product. Enterprises tend to have strong preferences due to prior technology investments made throughout the organization. As enterprise websites often have deep integrations with other systems, such as e-commerce, marketing automation, and order management, the website mustn't operate in isolation.

All of these CMS products are built on one of three programming languages: Java, .NET, and PHP. For instance, Adobe Experience Manager is based on Java, Sitefinity runs on .NET, while WordPress and Drupal run on PHP.

Project Kickoff

The initial meeting, organized by our project manager, is a pivotal step in the project's process. It brings together both the client's team, including leadership, marketing, design, and IT, and our entire Exemplifi project team, comprising the project manager, account manager, content strategist, UX specialist, copywriter, design lead, and technical lead. During this two-hour meeting, we cover the following key agenda items:

- Outlining the different project phases (discovery, definition, design, and development) and the associated deliverables. We will also discuss the customer acceptance process for these deliverables.
- Reviewing the overall project plan, including the various phases and the dependencies between them.
- Discuss roles and responsibilities, communication channels, and reporting relationships.
- Establishing weekly and monthly cadences for project meetings and reporting.
- Reviewing issue escalation protocols.
- Providing an overview of the tools that will be used during the different phases for project management, content writing, wireframes, designs, code management, and issue tracking.
- Initiating a discussion of any high-risk areas.

Once the kickoff meeting concludes, our project manager will schedule a series of meetings to begin the discovery process and send out a summary of the meeting.

Project Planning and Coordination

Our project manager establishes and implements a comprehensive project plan that is reviewed and endorsed by the customer. To set up the different phases of the project, the start and end dates, and the dependencies between them, we utilize the Smartsheet Gantt-based project management tool. Below is an example of a project schedule.

Our Site Redesign Project Plan	Duration	Predecessors
- Discovery	12d	
Project Kickoff	0	
Present Strategic Brief, Feature Recommendations and KPI matrix	0	9
Present Final Strategic Brief	0	12
- Definition	8d	
Present Site Map	0	21
Present Final Site Map and Content Matrix/Content Elements	0	24
- Copy	15d	
- Design	85d	
Present Creative Concepts	0	37
Present R2 Creative Concepts to Client	0	40
Present Final Concepts and Batch 1 Design	0	43
Present Usability Testing Guide	0	48
Present Revised Batch 1 Creative	0	53
Present Creative Batch 2	0	57
Present Batch 3 Creative and Final Batch 2 Revisions	0	60
- Development, Deployment, and Post-Launch	66d	
QA	3d	71
Client QA	5d	72
Final Fixes	2d	73
Deployment	0	74

The project is divided into multiple phases to ensure smooth management and execution. These phases are Discovery, Definition, Copy, Design, Development, Deployment, and Post-Launch. While the details of these phases are elaborated in the Website Development Methodology section, this section focuses on the project management and administrative aspects of these phases.

During the **Discovery** phase, the project manager works closely with the marketing team and business stakeholders to set up interviews with our content strategists and UX specialists. The feedback collected is collated into key deliverables such as a strategic brief, feature recommendations, and a KPI matrix.

In the **Definition** phase, the project manager organizes multiple calls with the core website marketing team to conduct a thorough content inventory and create a revised sitemap.

During the **Copy** phase, the project manager facilitates interactions between the website content team and our copywriters to revise and create new content and obtain approval.

The **Design** phase is an extensive stage that involves coordination between the core marketing team, website designers, senior leadership from the customer's side, and our UX specialists and visual designers. The project manager facilitates a series of meetings to share wireframes and design concepts developed by our team and receive feedback to finalize these assets.

The **Development** phase engages the customer IT and DevOps teams. The project manager organizes meetings with our technical architects and development leads to set up the development environment, code management processes, and production push workflows. The project manager shares the built pages with the customer team for ongoing testing and approvals.

In the **Deployment and Post-Launch** phase, the project manager works closely with the customer IT team and our DevOps experts to push the new website into production and go live. The project manager also arranges necessary training sessions and transitions to the maintenance team for ongoing post-launch support activities.

Throughout these phases and associated activities, the project manager regularly publishes weekly and monthly reports to keep all relevant stakeholders informed of deadlines and changes to timelines.

Website Design and Development Methodology

We follow our proven, streamlined, and comprehensive process for both new website builds and existing site redesigns and upgrades. In this section, we articulate the various elements of this process.

Step 1: Audit and Strategy

During this foundational phase, Exemplifi undertakes a thorough content audit, engaging in comprehensive interviews with stakeholders and leveraging analytical tools, including Google Analytics, to gain valuable insights into user behavior. The team delves deeply into research, meticulously studying user personas and exploring competitor websites. This extensive analysis serves as the groundwork for establishing clear success criteria that will guide the strategic direction of the website redesign. Through a holistic approach, this phase ensures a profound understanding of the current landscape, enabling informed decisions for the forthcoming redesign process.

Deliverables:

- Comprehensive content audit report
- Stakeholder interview insights
- User behavior analysis report
- User personas and navigation paths documentation
- Competitor and aspirational website analysis report
- Success criteria framework for the website redesign

Step 2: Information Architecture Design

Expanding on the insights gained from the content audit, Exemplifi proceeds to the critical phase of Information Architecture. Here, the focus is on crafting a well-organized and efficient structure for the website. This involves the meticulous design of a new sitemap, providing a visual representation of the site's structure and navigation. Simultaneously, the team establishes a content hierarchy, determining the prioritization and arrangement of various elements to enhance user experience.

In addition to the sitemap and content hierarchy, Exemplifi undertakes the task of finalizing tags and taxonomies. This involves defining a system for categorizing and labeling content, ensuring consistency and coherence throughout the website. The goal is to create a clear and intuitive Information Architecture that not only aligns with the site's objectives but also enhances user navigation and engagement. Through this phase, Exemplifi lays the foundation for a redesigned website that is not only visually appealing but also strategically structured for optimal functionality.

Deliverables:

- Redesigned sitemap
- Defined content hierarchy
- Finalized tags and taxonomies

Step 3: UX and Wireframes

In the ongoing meticulous process, Exemplifi advances to the design phase by crafting detailed wireframes based on the established Information Architecture. Wireframes serve as the blueprint, outlining the skeletal structure of the website, defining key elements, and mapping out the overall layout. These wireframes provide a visual guide for the subsequent stages of development, ensuring a cohesive and purposeful design.

Simultaneously, a component library is meticulously curated. This library serves as the foundational building block for the overall design system. It encompasses reusable design elements, such as buttons, forms, and other UI components, ensuring consistency and efficiency throughout the design process.

To enhance visualization and user interaction, Exemplifi develops clickable prototypes. These prototypes simulate the anticipated user experience, allowing stakeholders to navigate through the proposed design and gain a tangible understanding of the website's functionality.

Throughout this phase, regular and transparent communication is maintained to foster stakeholder engagement. This collaborative approach ensures that key stakeholders are actively involved in the design process, providing valuable feedback and insights that contribute to the refinement of the design before proceeding to subsequent stages of development.

The UI/UX phase will yield the following outcomes:

Enhanced Adaptability: The design phase will deliver a template with inherent flexibility, poised to seamlessly integrate new functionalities in the future, requiring minimal redesign efforts.

Optimized Cross-Device Experience: A responsive design approach will be implemented, ensuring a harmonized user experience across a spectrum of devices, from compact phone screens and tablets to full-size desktop web browsers. There will be no division between a mobile and desktop version, promoting a consistent user interface.

Cross-Browser Compatibility: The site will be meticulously crafted to operate smoothly on the latest versions of popular browsers such as Chrome, Edge (Chromium), Firefox, and Safari. Furthermore, it will gracefully adjust its features on older browser versions, guaranteeing full functionality and accessibility. This approach ensures a uniform and accessible experience for users, irrespective of their choice of browsers or versions.

Deliverables:

- Wireframes
- Content component library
- Clickable prototypes
- Stakeholder communication records

Case studies with wireframes and design mockups

This document outlines some examples of our progression from wireframes to design mockups and finally to the actual website. The examples we focus on are:

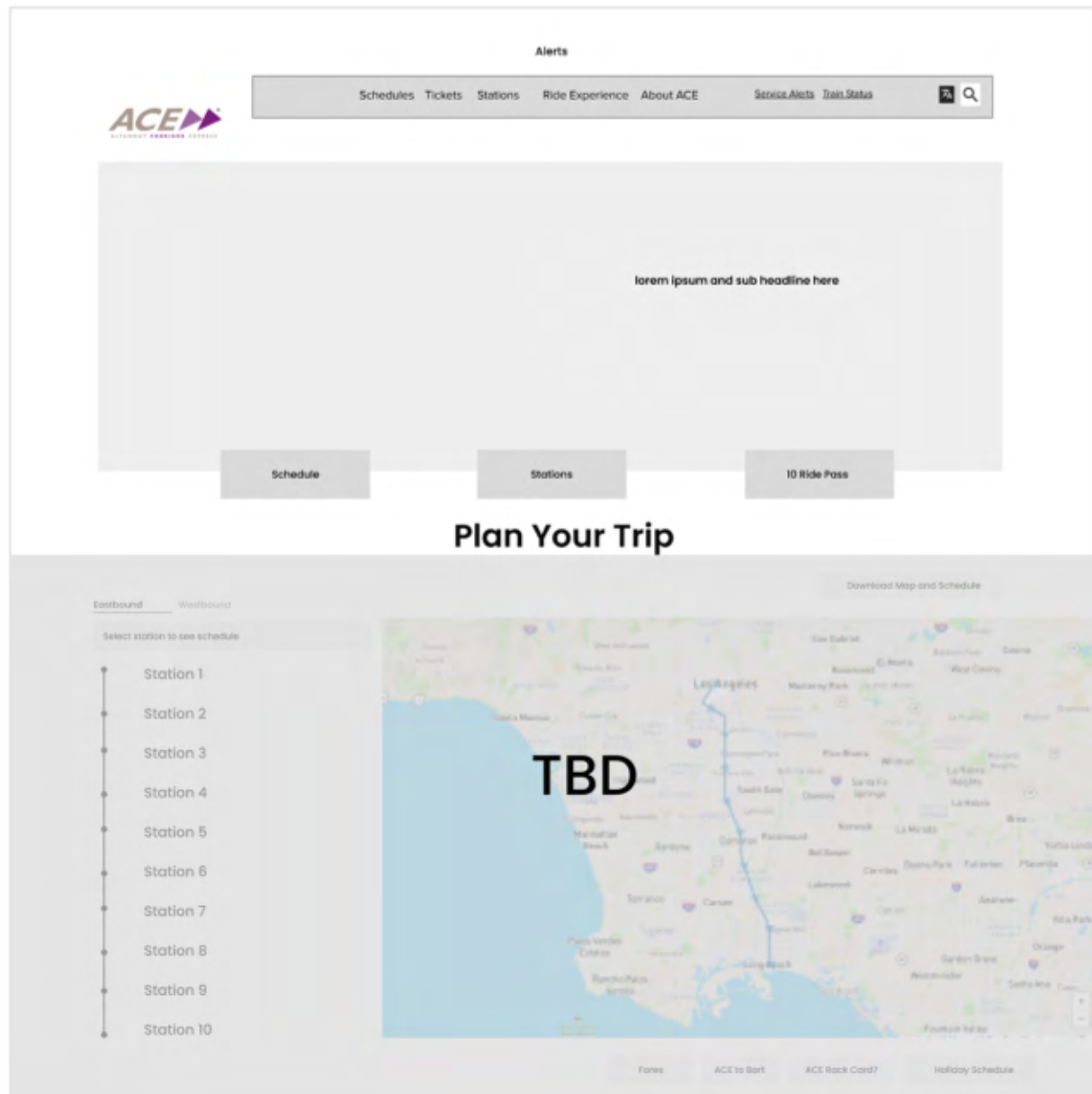
Case 1: Acerail

The Altamont Corridor Express (ACE®) is a commuter rail service in California, connecting Stockton and San Jose. The authority partnered with Exemplifi for its website redesign and ongoing maintenance.

After conducting a thorough analysis of the old website, we defined the new information architecture and navigation structure for the website. After this, we created wireframes and designed visual mockups of the website landing page and different inner pages. After these were approved, we built them and launched the new website.

Below are samples of the wireframes and design files.

Wireframe



ace rail future widget for amtrak somewhere on this page
leave as a gray box for now

How to Ride (?)

look at app and determine what the app does

screenshot of app in device

Buy Tickets

Info piece 1

Info piece 1

Download App

Service Alerts

Alert 1 - information on alert here

Alert 2 - information on alert here

Alert 3 - information on alert here

Mobile Text Alerts

Subscribe Now

Stay in touch

Lorem ipsum dolor sit amet, consectetur adipiscing elit.

Your email

Subscribe

10 Ride Pass

Lorem ipsum dolor sit amet, consectetur adipiscing elit.

More Details

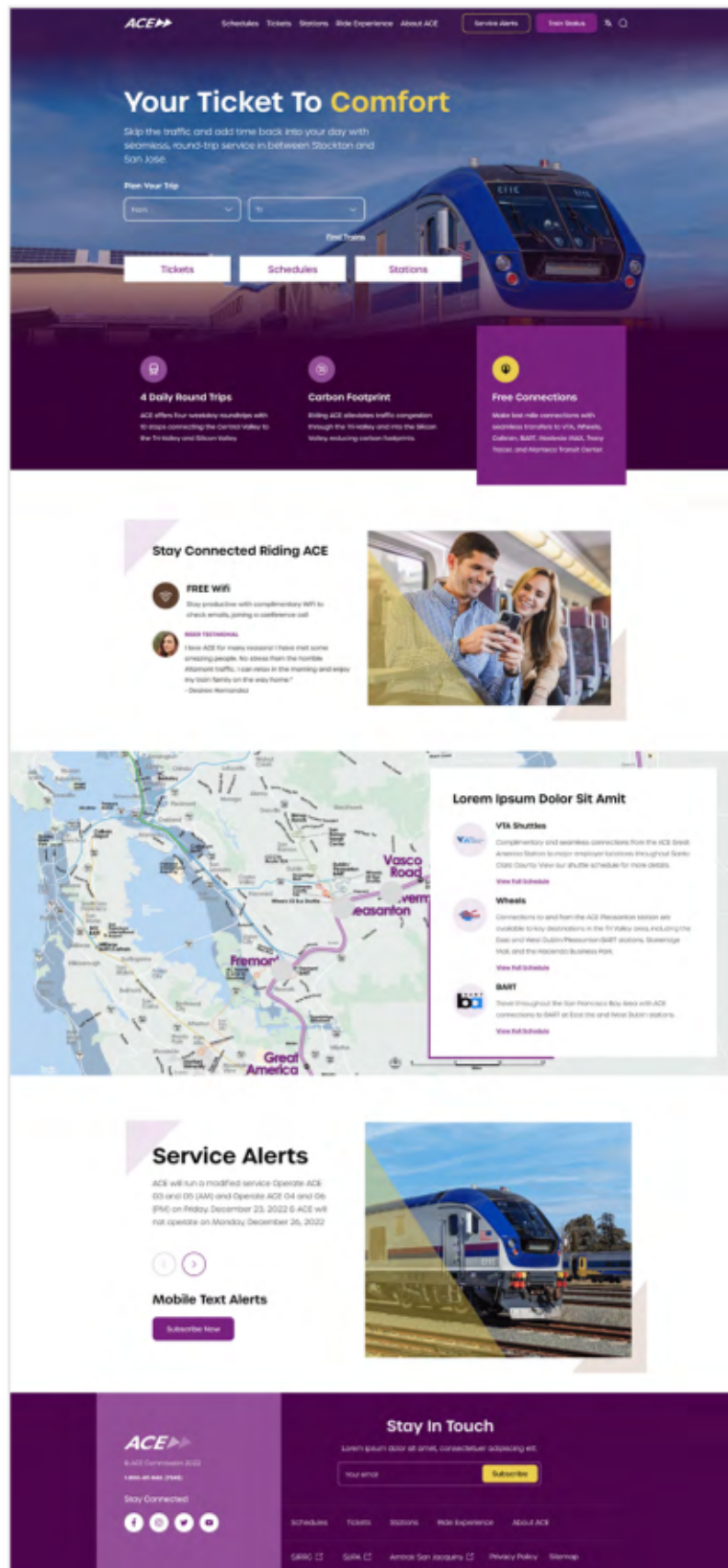
FAQs
Contact Us
Media
Blog
News
Subscribe to Mobile Alerts

Our Projects
Altamont Corridor Vision
Valley Rail
ACE CRRS MRCSD
Diamond Grade
Lorem

About Us
SURRC
SJRA
Our Governance
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f i t y
PRIVACY POLICY | SITEMAP

Design Mockup/Figma



Style Guide

Typography

Urbane

Light, Medium, Demi bold, Bold

Aa

Style

Heading1-72px

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Line Height: 120%

Heading2-56px

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Body7-10px

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Body9-6px

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Body10-4px

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Body11-3px

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Caption/Small-6px

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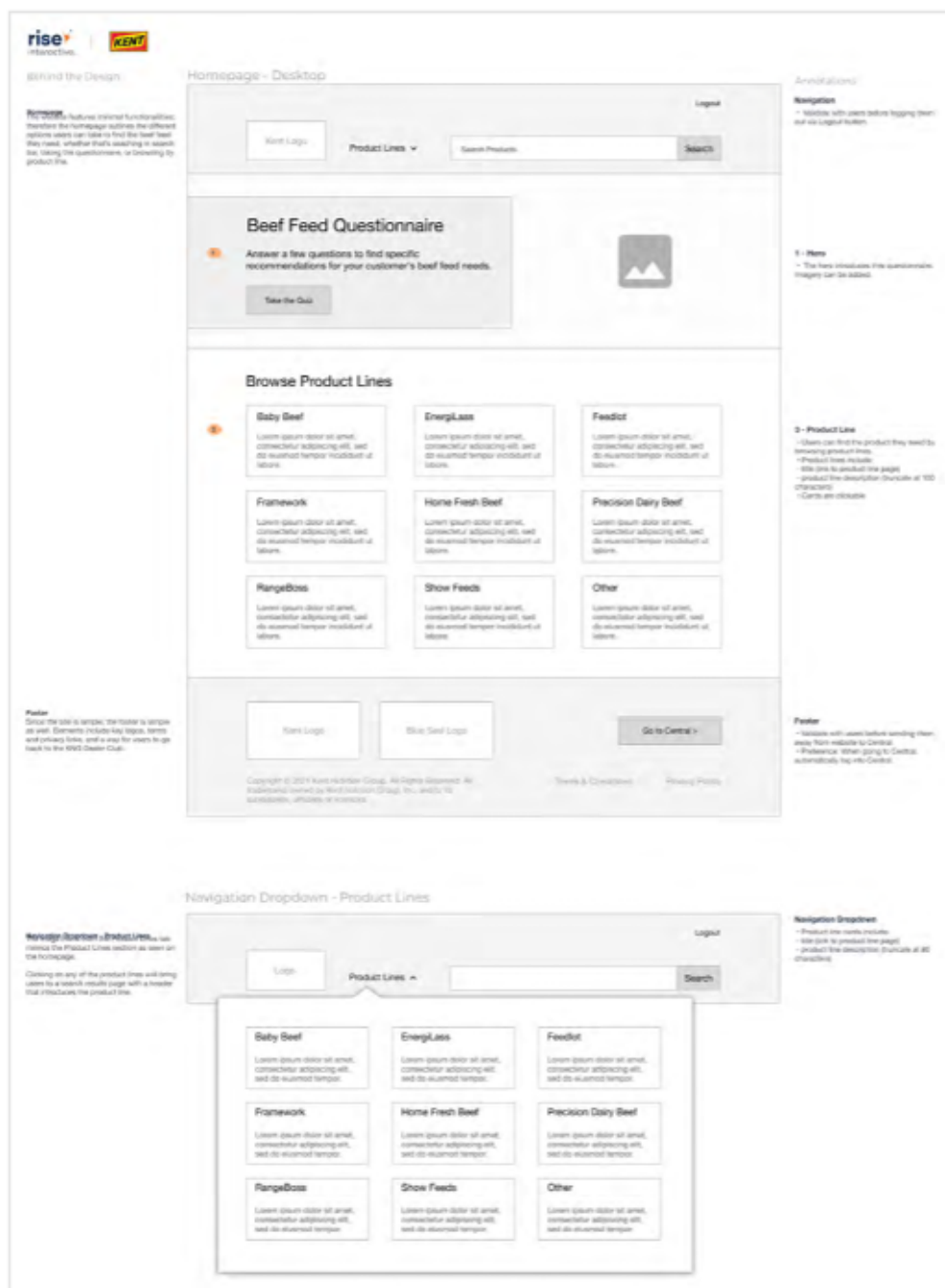
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Case 2: Kent Quality Beef

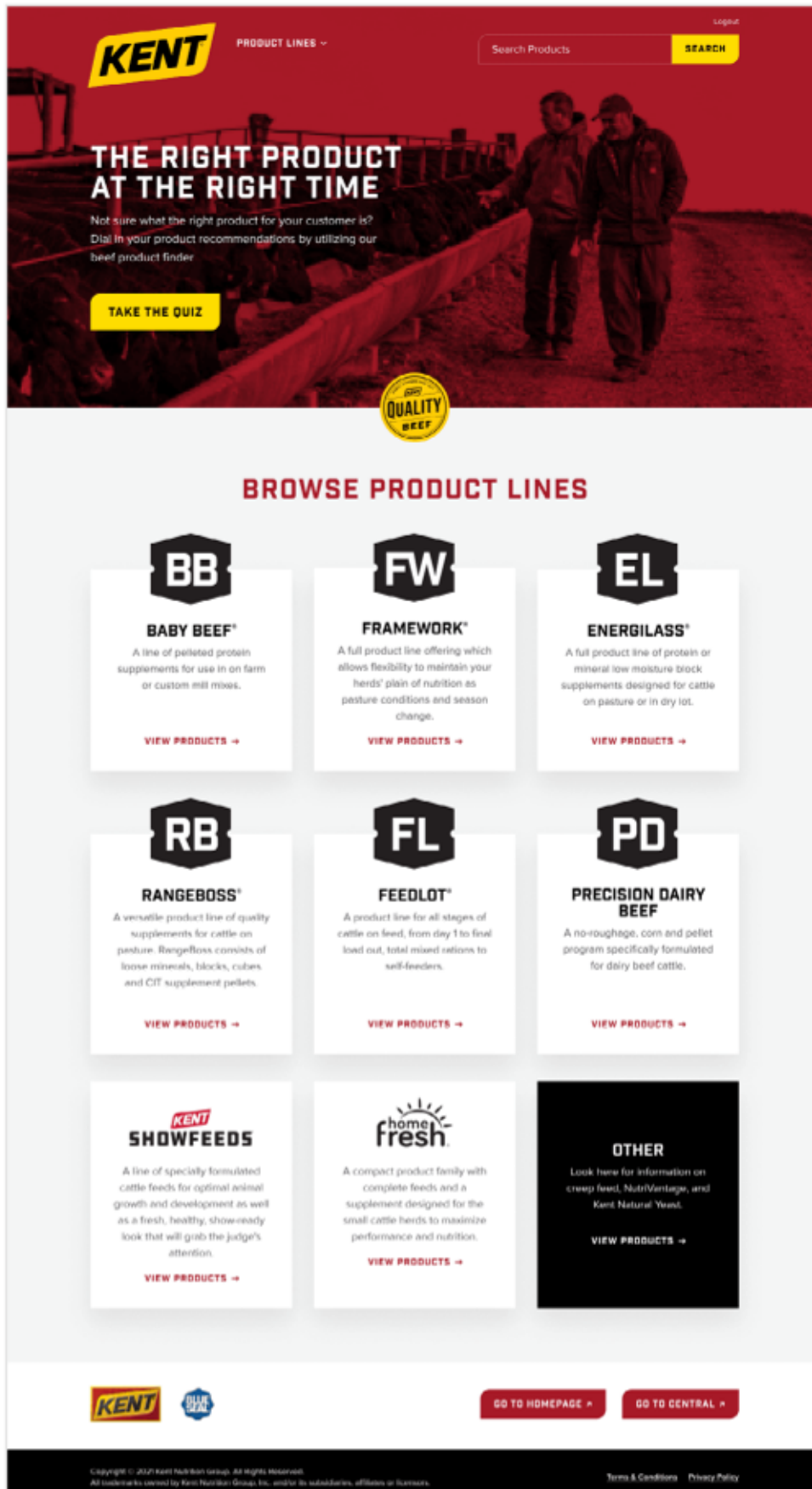
Kent Quality Beef is one of the country's largest providers of livestock products. We built a website for them that would help their customers log on and search for products that were personalized to their needs.

After doing a detailed discovery phase, we designed wireframes that were eventually translated to visual designs. After getting approval from the customer, we built the site based on these designs.

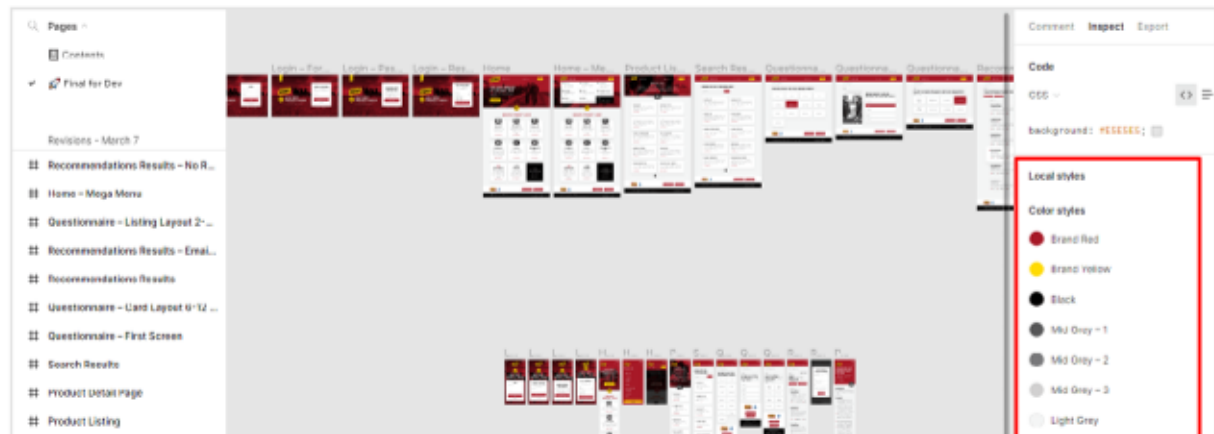
Wireframe



Design Mockup/Figma



Style Guide

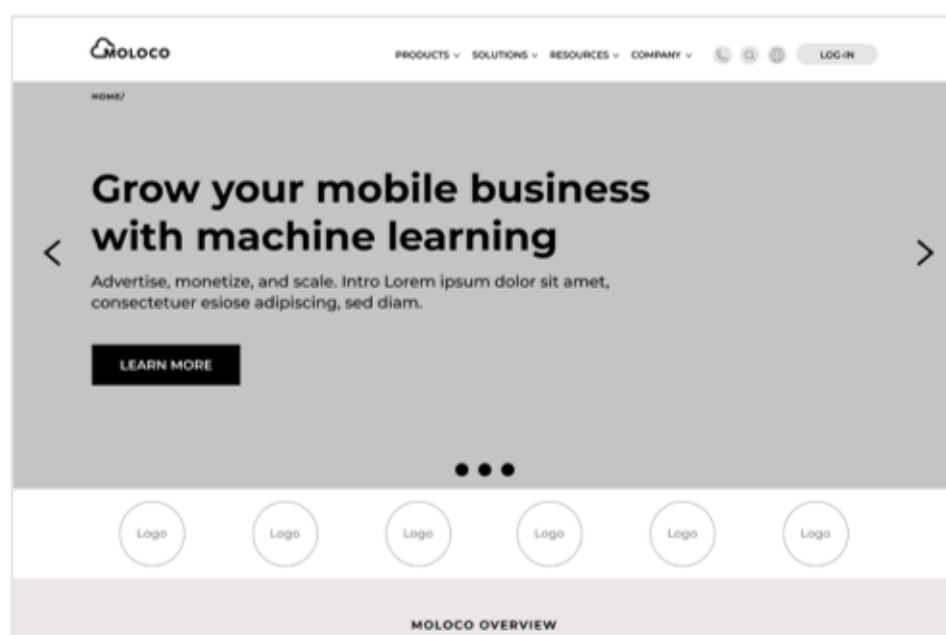


Case 3: Moloco

Moloco is a hyper-growth AdTech company that is funded by the top venture capitalists in Silicon Valley, having raised over 200M in growth capital. We relaunched their website on a more modern CMS - Webflow and helped them to roll out Japanese, Chinese, Korean, and Spanish websites in a matter of a few months. Since then, we continue to provide ongoing maintenance and support services to help their marketing teams accelerate their growth.

After conducting a thorough analysis of the old website, we defined the new information architecture and navigation structure for the website. After this, we created wireframes and designed visual mockups of the website landing page and different inner pages. After these were approved, we built them and launched the new website.

Wireframe



We're a Machine Learning company focused on making mobile adtech more accessible. We use ML and big data to help customers grow and scale their businesses while providing the flexibility and transparency they need to make their own informed decisions.



Home page value props



Value prop

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Value prop

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Industry-Acknowledged Performance



Mobile measurement platforms across the industry have consistently recognized Moloco for our excellence in performance, growth, and fraud mitigation.

Fuel growth and
scale your mobile
business

35B+

AD IMPRESSIONS
SERVED MONTHLY

Fuel growth and
scale your mobile
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— Name, Title, Company





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EXCHANGES

MOBILE MANAGEMENT PARTNERS

MOBILE PARTNERS

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Company Info

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VISIT CUSTOMER

Award

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Latest news



BLOG WRITTEN BY MOLOCO
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PRESS RELEASE
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EVENT
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Interest CTA

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GET STARTED



Solutions

Moloco for Games
Moloco for Subscription Apps
Moloco for eCommerce Apps
Moloco for Brands and Agencies
Moloco for Retail Media
Moloco for Connected TV

Products

Moloco Growth Platform
Moloco Cloud
Moloco Retail Media
Moloco Studio

Resources

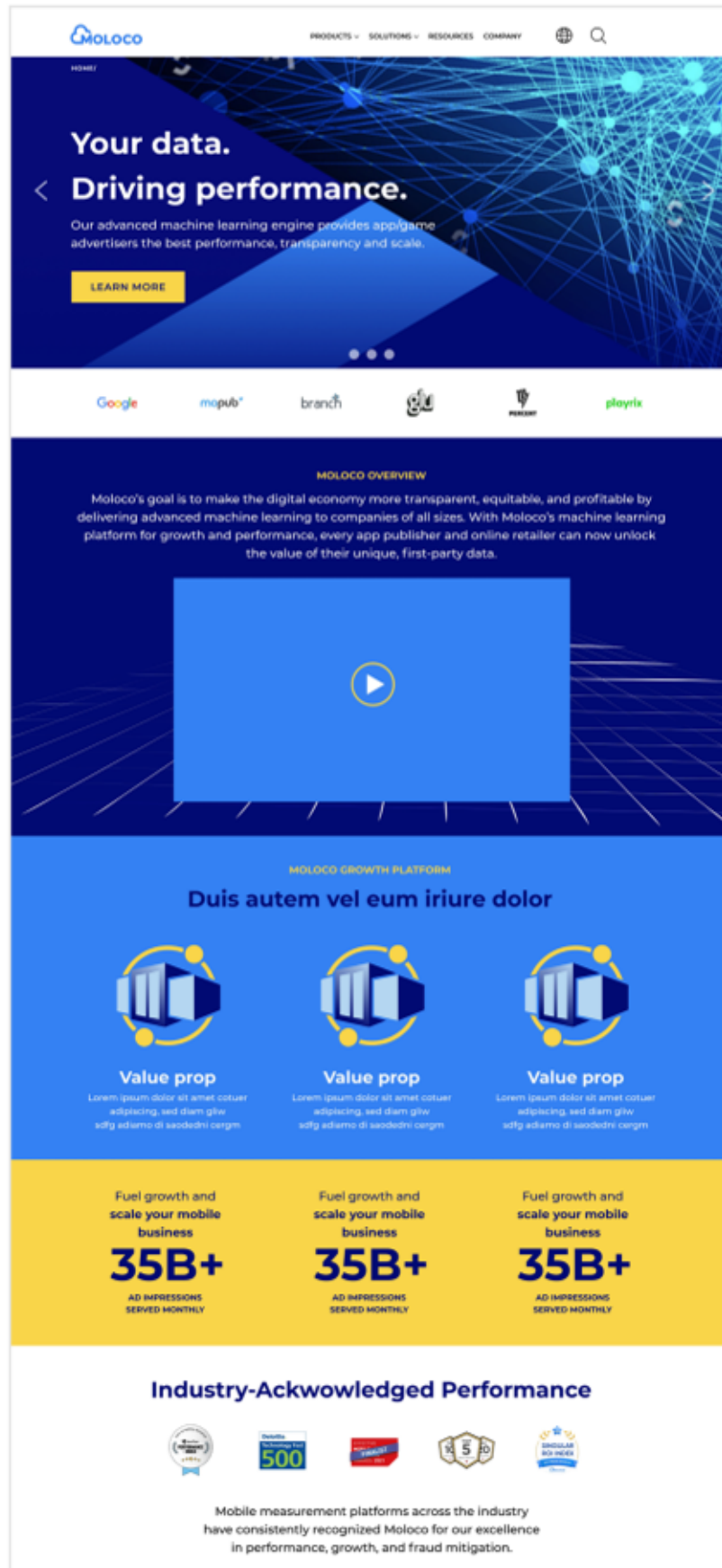
Company
Careers
Blog
R&D Blog
Newsletter

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CONTACT US

Design Mockup/Figma





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– Author, Title



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EXCHANGES

MOBILE MANAGEMENT PARTNERS

MOBILE PARTNERS

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Company Info
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RESOURCES

Moloco recent events



BLOG: WRITTEN BY MOLOCO

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PRESS RELEASE

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EVENT

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SUBSCRIBE

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REQUEST DEMO

SIGN UP



Solutions

Moloco for Game Apps
Moloco for Subscription Apps
Moloco for eCommerce Apps
Moloco for Agencies
Moloco for Retailers

Products

Moloco Cloud DSP
Moloco Retail Media Platform

Resources

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Style Guide

STYLE GUIDE

COLOR



#3381F3



#2B24F5



#000A73



#B5D6F1



#F8D549



#F1B13F



#808080



#ECEDEE

TEXT STYLES

H1 Head: Montserrat Bold, 60/90

H1 Head

H2 Head: Montserrat Bold, 44/66

H2 Head

H3 Head: Montserrat Bold, 34/51

H3 Head

H4 Head: Montserrat Bold, 20/30

H4 Head

H5 Head: Montserrat Bold, 25/24

H5 Head

H6 Head: Montserrat Bold, 16/24

H6 Head

Intro Body: Montserrat Medium, 24/36

Body: Montserrat Medium, 18/27

QUOTE: Montserrat Medium, 34/51

AUTHOR QUOTE: Montserrat Bold, 28/42

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– Author, Title

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BUTTON STATES

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LEARN MORE

LEARN MORE

SEE OPEN POSITIONS

SUBSCRIBE

Mouse Over

LEARN MORE

Darker Yellow-button fill
#F1B13F

LEARN MORE

Darker Yellow-button outline
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SEE OPEN POSITIONS

Lighter Blue-button fill
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SUBSCRIBE

Lighter Blue-button
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DROPDOWN SELECTION

ALL PRODUCTS

ALL PRODUCTS
Moloco Cloud
Moloco Studio
Moloco Retail Media
Social Good
DSP
Awards
Corporate

Dropdown menus are
thin blue lines #3381F3
Arrow rotates up and
down as shown
Hover state: Text bold
with gray bar #ECEDEE

SOCIAL SHARING HOVER POP-UP



Social hover links on
Blog Header area:
These link out to social
pages and could had a
blue state, but ok to not
have this if technically
not needed or possible.

CAROUSEL DOTS

On Dark Yellow
#F1B13F
For no selection:
Dots White at
60% transparency
Selection is solid
white #ffffff



Step 4: Design System and Visual Design

In this pivotal stage, Exemplifi harnesses the robust capabilities of the .NET framework in conjunction with adhering to established style and brand guidelines. The focus is on transforming the wireframes into visually compelling designs that align seamlessly with the predetermined aesthetic standards.

The utilization of .NET capabilities ensures a solid foundation for the technical aspects of the design, allowing for a dynamic and efficient implementation. This integration is particularly advantageous in creating a visually appealing and functional user interface.

Simultaneously, regular communication channels are maintained with the customer throughout this phase. This collaborative approach ensures that the evolving visual designs are in harmony

Simultaneously, regular communication channels are maintained with the customer throughout this phase. This collaborative approach ensures that the evolving visual designs are in harmony with the client's expectations. Any refinements or adjustments are made in response to feedback, ensuring a tailored and client-centric design.

Importantly, the visual designs are crafted to be responsive across multiple breakpoints, including desktop, tablet, and mobile devices. This attention to various screen sizes and resolutions ensures a consistent and optimal user experience across diverse platforms.

In summary, this stage represents a seamless integration of .NET capabilities with design aesthetics, resulting in visually appealing, responsive, and brand-aligned designs that have been fine-tuned through ongoing communication with the client.

Deliverables:

- ▣ Visual designs for desktop, tablet, and mobile
- ▣ Finalized design assets

Step 5: Content Creation, Updates

During this phase, the website undergoes significant development as Exemplifi outlines specific goals, identifies the target audience, defines messaging, and establishes the desired tone. This comprehensive approach ensures that the website not only aligns with organizational objectives but also resonates effectively with the intended audience.

Informed by detailed keyword research, content creation takes center stage. This process encompasses the development of textual content, incorporation of images, integration of videos, and inclusion of multimedia elements. The content is strategically crafted to not only cater to search engine optimization (SEO) needs but also to engage and captivate the target audience effectively.

Integral to this phase is the utilization of a Content Management System (CMS) built on the robust .NET framework. This choice of framework provides a secure and scalable foundation for efficiently organizing, managing, and updating content. The integration of .NET ensures a technologically advanced CMS, offering a seamless and tailored solution for the dynamic needs of the website.

To maintain the website's relevance and freshness, a schedule for regular updates is established. This includes not only content updates but also any necessary adjustments or enhancements to keep pace with evolving trends and organizational priorities.

In essence, this phase represents a convergence of strategic goal-setting, targeted content creation, and advanced technology implementation through the .NET framework. The result is a website that not only meets functional and aesthetic requirements but also serves as a dynamic platform poised for ongoing success.

Deliverables:

- Defined goals, target audience, messaging, and tone
- Keyword research documentation
- High-quality content (text, images, videos)
- Utilized .NET-based CMS for content organization
- Content update and maintenance schedule

Step 6: Component, Template, and CMS Development

In this crucial development phase, synergy between the development and design teams is key. The overarching goal is to seamlessly translate the visual aspects of the design into a fully functional and dynamic website. The teams collaborate closely to implement the established style guide, ensuring consistency and coherence throughout the site.

A significant component of this collaboration is the creation of a comprehensive component library. This library serves as a repository for reusable design elements, facilitating efficiency and maintaining a cohesive look and feel across the entire website. These elements are instrumental in ensuring a consistent user experience and streamlining the development process.

Central to the development effort is the creation of templates that are intricately tied to the Content Management System (CMS), which is powered by the robust .NET framework. These templates provide a structured framework for organizing and presenting dynamic content on the website. The use of the .NET framework enhances the website's functionality, security, and scalability.

Key deliverables from this phase include a fully functional .NET-based codebase, meticulously checked into the git repository. This ensures version control and collaborative development

processes. Additionally, a configured CMS platform is deployed in the staging environment, allowing for thorough testing and refinement before the website goes live.

In summary, this development phase is characterized by a harmonious collaboration between design and development teams, resulting in a seamlessly integrated .NET-powered codebase and a configured CMS platform that sets the stage for a robust, dynamic, and well-structured website.

We plan to incorporate the following integrations into the website:

Social Media Integration: The design will seamlessly integrate and include links to various social media platforms that OCFA actively utilizes for public engagement. This will encompass platforms such as Facebook, Twitter, and Flickr, fostering connectivity and interaction with the audience.

Browser Plugin-Free Design: Our design approach will deliberately exclude features reliant on browser plugins like Adobe Flash. To ensure optimal user experience across all devices, advanced features on the site will be implemented using HTML/HTML5 and JavaScript. This strategy aligns with contemporary web standards and facilitates a consistent experience across diverse devices, avoiding dependencies on specific plugins.

Deliverables:

- Fully functional .NET-based codebase
- Configured .NET-based CMS platform in the staging environment

Step 7: Responsive and Multi-Browser Quality Assurance

During this critical phase, Exemplifi's Quality Assurance (QA) team meticulously conducts comprehensive testing to ensure the optimal performance and compatibility of the website across diverse browsing environments. The primary focus is on achieving a seamless user experience regardless of the browser or device utilized.

To simulate real-world scenarios and assess cross-browser compatibility, virtualization tools such as Browserstack are employed. This allows the QA team to test the website on a multitude of browsers, including but not limited to Edge, Chrome, Firefox, and Safari. These virtual tools replicate the behavior of various browsers, ensuring that the website functions consistently across different platforms.

The testing scope extends beyond browsers to encompass multiple devices, such as iPhones, Samsung Galaxy phones, iPads, and desktop computers, covering a range of resolutions. This comprehensive approach guarantees that the website is responsive and visually appealing across a spectrum of devices commonly used by the target audience.

The checks performed during this phase include validating the functionality of interactive elements, ensuring proper rendering of content, and confirming the adherence to design and responsiveness standards. Any inconsistencies or issues identified during the testing process are meticulously addressed to enhance the overall quality and performance of the website.

In essence, this QA phase is instrumental in validating the website's compatibility, functionality, and user experience across a diverse array of browsers and devices, ensuring a consistently high standard of performance and accessibility for users.

Deliverables:

- Multi-browser and multi-device testing reports

Step 8: Accessibility, SEO, and Performance Quality Assurance

In the ongoing Quality Assurance (QA) phase, Exemplifi extends its scrutiny to two crucial aspects: accessibility and Search Engine Optimization (SEO). The objective is to ensure that the website not only complies with accessibility standards but also adheres to SEO best practices for optimal visibility on search engines.

Accessibility testing involves evaluating the website's design and functionality to ensure it is accessible to users with disabilities. This includes testing for compatibility with assistive technologies, adherence to WCAG (Web Content Accessibility Guidelines), and providing alternative text for non-text content. By conducting thorough accessibility testing, Exemplifi aims to create an inclusive digital experience for all users.

Simultaneously, SEO testing is performed to assess how well the website aligns with search engine ranking criteria. This involves checking for proper content hierarchy using H1, H2, and H3 styles, ensuring appropriate titles and meta descriptions, identifying and rectifying 404 errors, setting up proper 301 and 302 redirects, and configuring sitemaps and robots.txt files. These measures are essential for optimizing the website's performance on search engine result pages.

Additionally, performance testing is a key focus during this phase, aiming to enhance the website's loading speed and overall efficiency. Tools such as Google Pagespeed Insights, Webpagetest, and Pingdom are employed to analyze various performance metrics, including page load times, rendering speed, and overall responsiveness. Performance testing helps identify areas for improvement, ensuring a smooth and swift user experience across different devices and network conditions.

Through these combined efforts in accessibility, SEO, and performance testing, Exemplifi aims to not only meet industry standards but also to elevate the website's overall user experience, search engine visibility, and performance. This meticulous approach ensures that the website is not only accessible to a diverse audience but also positioned for success in the competitive online landscape.

Deliverables:

- Accessibility and SEO testing reports
- Performance testing recommendations

Step 9: Site Performance Optimization

In this phase, a dedicated team of performance engineers at Exemplifi focuses on evaluating the speed and overall performance of the main pages of the website. Leveraging the capabilities of the .NET framework, the team conducts thorough assessments to ensure optimal responsiveness and efficiency.

Performance testing involves scrutinizing various aspects such as page load times, response times, and overall system behavior under different conditions. The .NET framework plays a crucial role in enhancing the performance of the website, offering features and functionalities that contribute to a smooth and streamlined user experience.

Once the performance testing is complete, the specialized team generates detailed recommendations based on their findings. These recommendations are then communicated to the development team, providing actionable insights for improvement. The collaboration between the performance engineers and the development team is crucial in implementing effective solutions to enhance the website's speed and performance.

The recommendations may involve optimizations within the .NET codebase, adjustments to server configurations, or the incorporation of caching strategies to expedite content delivery. By implementing these recommendations, Exemplifi ensures that the website not only meets but exceeds performance expectations, providing users with a fast and seamless browsing experience.

In summary, this phase underscores Exemplifi's commitment to delivering a high-performance website by leveraging the capabilities of the .NET framework. The collaborative efforts of the specialized performance engineering team and the development team result in actionable improvements that contribute to an optimized and efficient website.

Deliverables:

- Implemented site performance optimizations leveraging .NET capabilities

Step 10: Effective DevOps

In this phase, Exemplifi demonstrates a strong emphasis on DevOps practices, navigating through various environments to ensure a seamless and well-managed deployment process. The focus extends beyond development to encompass ongoing maintenance, where the integration with the .NET framework is a key consideration.

The DevOps practices include managing multiple environments, such as development, staging, and production. This ensures that changes are thoroughly tested in a controlled environment before being pushed to the live production environment. The navigation through these environments involves a systematic and well-orchestrated process to maintain consistency and stability across different stages of development.

Additionally, Exemplifi performs routine backups and restores, safeguarding against potential data loss or system failures. This proactive approach to data management ensures the availability of recovery options in case of unforeseen issues, contributing to the overall reliability and robustness of the website.

The transition from staging to production is a critical step in the deployment process. Exemplifi executes this transition with precision, pushing approved changes from the staging environment to the live production environment. This ensures that the website's users experience the latest enhancements and updates while minimizing the risk of disruptions.

Furthermore, the setup of redirects is a crucial aspect of ongoing maintenance. Redirects are configured to manage changes in URLs or content structure, ensuring a seamless user experience and maintaining the integrity of existing links. This meticulous approach to redirects aligns with the best practices in web development and contributes to a user-friendly and well-maintained website.

Overall, Exemplifi's focus on DevOps practices in this phase encompasses a comprehensive range of activities, including environment navigation, backup and restore procedures, staging to production transitions, and redirects setup. These practices are executed with precision to ensure the ongoing reliability, stability, and seamless integration of the website with the .NET framework.

Deliverables:

- Effective DevOps documentation, process and setup.

Step 11: CMS Education and Training

Upon the launch of the website, Exemplifi undertakes a crucial transition phase, ensuring a smooth handover of the platform to the client's team. This process is characterized by two key components: live virtual training sessions and the provision of a comprehensive Training Guide, specifically designed to acquaint the client's team with the operation of the Content Management System (CMS) built on the .NET framework.

The live virtual training sessions serve as an interactive platform, allowing the client's team to receive real-time guidance and demonstrations. These sessions cover various aspects of the CMS operation, providing hands-on experience and addressing any immediate queries or concerns. The live format facilitates direct communication, fostering a collaborative environment where the client's team can actively participate in the learning process.

In parallel, the Training Guide serves as a detailed reference document. This comprehensive guide outlines the intricacies of operating the CMS and provides step-by-step instructions for key activities. The focus is not only on basic functionalities but also on advanced features and capabilities offered by the .NET-based CMS. This guide serves as a valuable resource for the client's team, offering insights into the system's nuances and empowering them to independently manage and optimize the website.

By combining live virtual training with a comprehensive Training Guide, Exemplifi ensures that the client's team is well-equipped to navigate and leverage the .NET-based CMS effectively. This approach not only facilitates a successful knowledge transfer but also empowers the client's team to take ownership of ongoing website management, updates, and maintenance, contributing to a self-sufficient and empowered client experience.

Deliverables:

- ▣ Live virtual training sessions
- ▣ Comprehensive Training Guide

Final Phase: Post-Launch Development 30-day Warranty

Exemplifi remains available post-launch, offering a 30-day warranty to fix identified bugs or minor adjustments free of charge, excluding large enhancements exceeding 8 hours of .NET development.

Compliance with Accessibility Standards

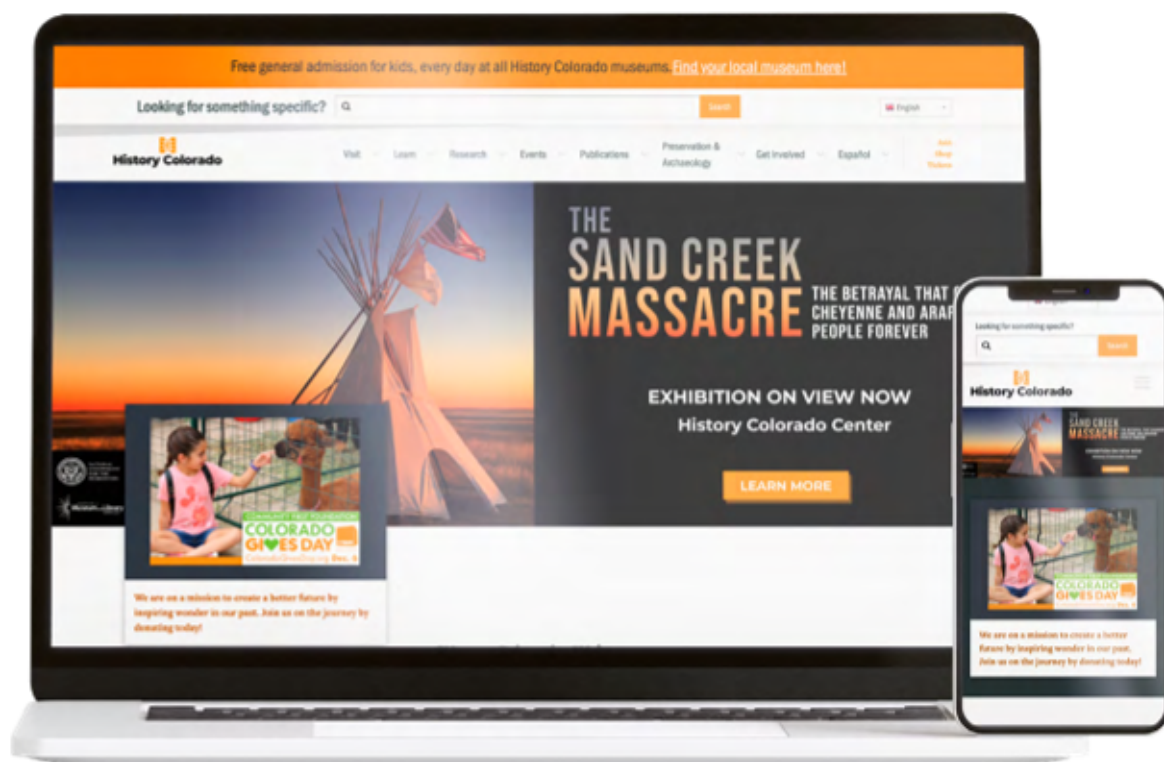
We specialize in building and managing websites for state and local government agencies across multiple states, including California, Washington, Texas, Maryland, Colorado, and others. As most of our clients have strict accessibility requirements, we ensure that their websites are at least AA-compliant and, in some cases, AAA-compliant.

During the website development process, we prioritize AA compliance in all stages:

- ▣ **Design:** We carefully consider typography, readability, legibility, and image structure to ensure accessibility.
- ▣ **Development:** We pay attention to keyboard access, image labels, and form HTML structure.
- ▣ **QA:** We conduct explicit AA testing using the WAVE tool.

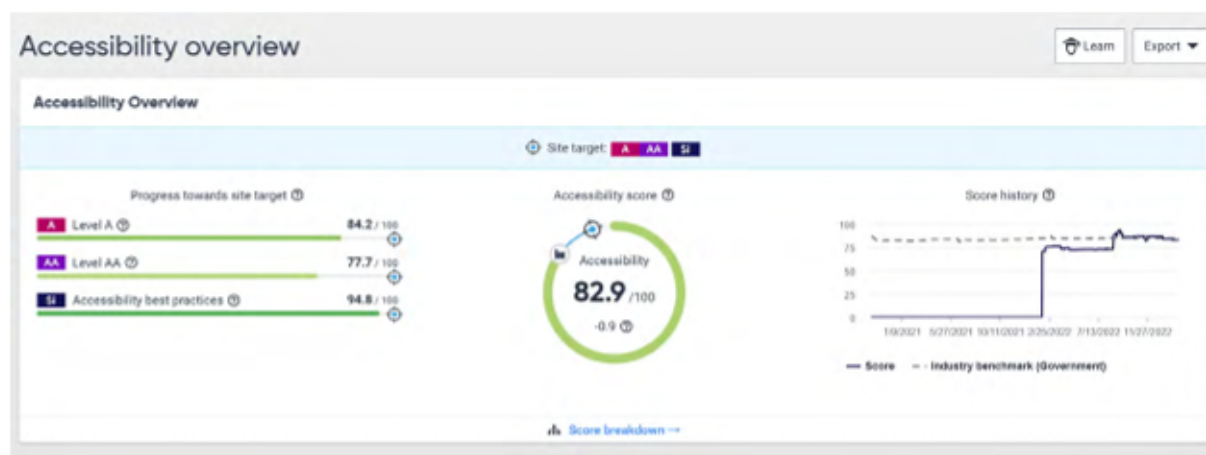
We understand that maintaining compliance is an ongoing process. Even after the website launch, new content, pages, and templates can quickly become non-compliant. That's why we offer website maintenance services that include continuous monitoring using tools like SiteImprove or Accessible. We regularly analyze the site and provide recommendations to our clients for any necessary changes to ensure ongoing compliance.

The SiteImprove Case Study for History Colorado





















History Colorado is the trusted leader in helping people understand what it means to be a Coloradan—by sharing powerful stories, honoring the state’s treasured memories, and creating vibrant communities. They are an agency organized under the Colorado Department of Higher Education.

We helped them achieve AAA-level accessibility for the website, in line with the high standards set by the state. We achieved this through the use of SiteImprove, a product acquired by the state that offers insights into the website’s current accessibility level. When we commenced the project, the website’s accessibility score was in the low 80s.



We addressed accessibility concerns across four significant areas: content, development fixes, UX design changes, and visual design changes. Our efforts involved resolving numerous issues, and we succeeded in raising the accessibility score to the high 90s.

Occurences without decisions ▼ X Level A (+2) ▼ X Difficulty ▼ Responsibility ▼ Element type ▼ Custom columns (7 selected) ▼ CSV									
Issues	Conformance	Difficulty	Responsibility	Element type	Occurences	Pages	Points you can gain		
Page does not start with a level 1 heading → How		 Intermediate	UX design	Headings	6,317	6,317 ▼	<0.01 points		
Visible label and accessible name do not match →		 Advanced	Content writing	Forms	2,006	2,004 ▼	1.91 points		
Container element is empty →		 Advanced	Development	Other	1,470	606 ▼	1.26 points		
Element IDs are not unique →		 Advanced	Development	Forms	7,163	151 ▼	1.25 points		
Empty headings →		 Intermediate	Content writing	Headings	89	89 ▼	0.77 points		
Headings are not structured →		 Intermediate	Visual design	Headings	53	53 ▼	0.30 points		
Hidden element has focusable content →		 Expert	Development	Other	208	26 ▼	0.92 points		
Form field missing a label →		 Advanced	Content writing	Forms	26	26 ▼	0.65 points		
Text is clipped when resized →		 Advanced	Development	Page layout	83	6 ▼	0.65 points		

Upon completion of the project, we implemented measures within the CMS to ensure ongoing compliance with high accessibility standards, even as new content is added to the website. This ensures that the accessibility score remains consistently high.

Multilingual Services

As a builder of enterprise websites, we work with large government agencies and companies that have multilingual needs and visitors from all over the world. Some examples of this multilingual work include LA Metro (www.metro.net), Moloco (www.moloco.com), EPIQ Global (www.epiqglobal.com), and Amtrak San Joaquin (<https://amtraksanjoaquins.com/>)

We provide both technical and translation services to enable multilingual website capabilities. On the technical level, at its simplest, we enable Google Translate to activate languages of the customer's choice. For more advanced technical capabilities, we have partnerships with translation products such as Weglot, Smartling, and others. Finally, we also offer translation services to fine-tune the content and make it relevant to a multilingual audience.

SEO Optimization

Our primary goal is to help organizations improve their online presence and achieve higher search engine rankings. We offer a comprehensive range of SEO services tailored to meet the unique needs of each client. Our team of experienced SEO specialists works diligently to ensure that your website performs optimally and attracts the right audience.

One of our key services is conducting in-depth keyword research. Our team identifies the most relevant and valuable keywords for your organization, ensuring that your website ranks

well for these search terms. We also analyze your competitors' strategies to help you stay ahead in the competitive landscape. By understanding the keywords that drive traffic to your competitors, we can target those terms and implement strategies to outrank them.

Another crucial aspect of our SEO services is on-page optimization. We optimize your website's content, meta tags, headings, and URL structure to make it more accessible to search engines. This process also includes optimizing images and ensuring that your website is mobile-friendly. We focus on creating high-quality, engaging content that not only appeals to your target audience but also adheres to search engine guidelines.

Our firm also places significant emphasis on off-page optimization. We can build high-quality backlinks from reputable sources to increase your website's authority and credibility. Additionally, we can manage your social media presence to create brand awareness and generate organic traffic to your site. We also help you claim and optimize your business listings on local search platforms to improve your local SEO performance.

Technical SEO is another integral part of our services. We analyze and optimize your website's underlying structure, ensuring that it is easily crawlable and indexable by search engines. This includes addressing issues such as broken links, duplicate content, and slow page load times. We also implement schema markup and structured data to help search engines better understand your website's content.

Our firm believes in transparency and consistent communication. We provide regular reports and updates on your website's performance, allowing you to track your SEO progress and make informed decisions about your marketing strategy. We work closely with you to refine our approach and ensure that our SEO services align with your goals and objectives.

In summary, our firm offers a comprehensive suite of services designed to improve your website's visibility, drive organic traffic, and boost conversions. By leveraging our expertise and industry knowledge, we help you build a strong online presence.

Training

Kindly note that we customize training materials to suit the specific needs of each project and its stakeholders. The typical process for creating these materials includes the following steps:

Screen Recording - We record step-by-step demonstrations of various actions and functionalities on the websites. These recordings are compiled into video files and shared with our clients. These videos serve as interactive training references, providing a documented resource for our clients to refer to whenever needed.

Virtual Live Training Sessions - We conduct virtual live training sessions for the project's stakeholders. These sessions can be conducted individually or in groups, depending on the project's scope, size, and requirements. During these sessions, we address any questions or

concerns raised by the stakeholders. The training sessions are also recorded, allowing us to capture the valuable discussions and insights shared. We provide these recorded sessions to our clients as video files, enabling them to revisit the training content and review any questions or discussions that took place during the sessions.

PDF documents - These are largely supported by text, images, and hyperlinks.

By following this process, we ensure that our clients receive tailored training materials that cater to their specific project requirements. The combination of screen recordings, live and documented training sessions helps us deliver effective and comprehensive training resources to empower our clients in using and managing their websites.

Ongoing Maintenance Support

We provide website maintenance services that deliver ongoing assistance, adjustments, improvements, and training to our clients as needed.

Initially, our primary focus is on maintaining the website infrastructure, CMS, and modules with the latest patches and security updates. This involves various tasks related to the hosting infrastructure, including server updates, updating the programming language version, and applying security patches. Concerning the CMS, we address four critical components:

1) core updates 2) theme updates 3) plugin updates, 4) security patches and 5) content management

These activities are carried out monthly, with emergency security updates addressed within 24 hours.

In addition, we offer the following real-time monitoring and alerts:

Uptime: We monitor the uptime of your website every 15 seconds, and any downtime is automatically communicated to the contact group.

Performance: We track the website's performance every 5 minutes. In addition to monthly reports, any performance degradation alerts are automatically communicated to the contact group.

Domain Expiry: We track your domain expiry weekly and send alerts 30-60 days in advance of the expiry date.

SSL Expiry: We track your SSL certificates daily and send alerts 1-2 weeks in advance of the expiry date.

At the next level, we also conduct regular website health checks every month, including

Security Scans: We check for SQL injection, cross-site scripting, Malware, and site blacklisting. A report is shared with the customer.

Responsive Testing: We utilize automated testing capabilities from Browserstack to test the homepage across all modern browsers and mobile devices. The results are shared with the customer.

SEO Checks: Our automated tests check for missing robots.txt, missing page titles, duplicate page titles, and missing meta descriptions.

Accessibility Checks: We use the WAVE Accessibility tool to scan the homepage and provide reports on issues such as color contrasts, missing image labels, and font sizes. The report is tailored to meet the customer's A, AA, and AAA needs.

Broken Links: We conduct automated checks for broken internal and external links.

Additionally, we provide on-call consulting services encompassing a range of activities, including

Content Management: We can fix issues related to publishing content (such as news, blogs, and page updates), and offer training on how to make changes independently. Our standard response time for addressing these matters is typically 48 hours, but it may vary depending on the level of complexity.

Template Changes: We can address any template issues that may arise across multiple browsers and devices.

Training: Remote training is available on request, with our project manager and developer leading the sessions.

SEO Adjustments: We work on addressing the issues identified in the Starter package, such as robots file, missing page titles, duplicate page titles, and missing meta descriptions.

Accessibility Fixes: We also address issues identified in the Starter package, such as color contrasts, font size issues, heading structure inconsistencies, image labeling, and form field labeling.

For any on-call consulting services rendered, customers will have the chance to evaluate whether the work provided aligns with the specifications detailed in their proposal and confirms that all functionality and requirements have been fulfilled.

To accomplish these services, we have a team of experts in design, UX, development, QA, DevOps, SEO, and analytics, who will be brought in as needed to address specific issues. All our activities are tracked and documented, and monthly reports are shared with our customers.

Hosting Solution

Cloud Hosting: According to the specifications outlined in the RFP, we advise the authority to maintain its Azure hosting setup with assistance from Exemplifi.

Our Cloud Hosting services are tailored to meet the specific needs of our clients and are built on the Azure platform. With our Cloud Hosting services, we can customize the platform to ensure high performance, availability, and security for high-traffic websites like LA Metro, which receives millions of visitors each month. We guarantee uptime exceeding 99.9%.

Hosting Support Services

Security Features

- Configuration of any third-party SSL certificates provided by the customer or provision of auto-renewed LetsEncrypt™ certificates
- sFTP access for secure file transfer
- Automatic checks for cross-site scripting, OWASP, and SQL injection attacks
- Implementation of web rules to block rogue IP addresses
- Robust password management and minimum complexity implementation

User Management

- Setup and management of user teams with multiple assigned roles
- Implementation of 2-factor authentication and single sign-on.

Backups and Retrieval

- Automated daily backup with an option for as-needed backups
- One-click restore for both WordPress and Drupal websites
- Real-time error and site access log monitoring

Domains and URL Management

- Domain mapping from third-party providers such as GoDaddy and [Register.com](https://www.register.com)
- Setup of redirect options (Regex + 301/302)
- Automatic redirection of bots

Analytics: Monthly reports on website storage (CMS and Media), bandwidth usage, and visits

Miscellaneous Features: cPanel and phpMyAdmin access for website management

CMS-Specific Customized Features

- Monthly updates for themes and plugins
- Daily security patches and tracking of plugin security alerts.

Our Service Level Agreements

Customers can log issues through our support portal, where they can assign priorities and receive updates on ticket status.

The terms of our service level agreement are as follows:

- **Urgent/Emergency Items:** These encompass concerns like website outages, unexpected downtime, and security breaches. For these matters, we will acknowledge and respond to the issue within 1-3 hours.
- **Non-Urgent Items:** These involve problems like significant display issues on the home page, header or footer complications, or the loss of crucial functionality on the website. For these concerns, we will acknowledge and respond to the issue within one business day.
- **Low-Priority Items:** These consist of requests for new feature development, training, content creation, or assistance with editing content. For these matters, we will acknowledge and respond to the issue within two business days.

The screenshot displays the Exemplifi support portal for Burns & Wilcox. The top navigation bar includes links for Dashboard, Projects, Team, and Settings, along with a user profile for Saichand Eturi. The main interface is divided into several sections: a left sidebar with navigation icons, a central task board with columns for BACKLOG (35), TODO (14), and DOING (6), and a right-hand details pane for a selected task (#683).

The task board contains the following tasks:

- #740:** Internal QA - UK Search not working. URL: https://stage.burnsandwilcox.co.uk/site-search/?fwp_sort=title_asc
- #729:** Need some space. URL: <https://stage.burnsandwilcox.co.uk/site-search/>
- #728:** Search is not working. URL: <https://stage.burnsandwilcox.co.uk/m/site-search/>
- #727:** Space need to reduced.
- #744:** UK - We need to update the FVA documents for the UK. The UK team needed to revise all of the PDFs that we uploaded last week. The new ones are all attached.
- #649:** [Internal QA] US In I-phone 14 (V 16.5) Chrome Browser decrease the spacing. (SS attached). URL: <https://www.burnsandwilcox.co.uk/careers/>
- #648:** [Internal QA] US In I-phone 14 (V 16.5) Chrome Browser is it possible to
- #715:** UK - mileage radius needs to be in KM, not Miles. Please change back the UK mileage radius search. It needs to be kilometers like CA, not Miles.
- #658:** UK - Expert search not working for all experts. Expert search is only working for some experts, not all. It appears to be working for the experts that were initially entered, but not the later
- #683:** Issue with Back Button

The details pane for task #683 shows the following information:

- Task #683 | Doing**
- Issue with Back Button identified by Danny Kaufman**
- Description:** Danny Kaufman (President of B&W) was looking at the site with Kelly and ran into this issue. We need to look into and work to resolve asap.
- Steps:**
 - 1) Go to Find a Location
 - 2) Search for Farmington Hills, Michigan
 - 3) Select 'See Contacts' for the HQ office
 - 4) Click on Brandon McCarty's PMP
 - 5) When I click on the 'back' button, it looks like the page refreshes a bit and then doesn't do anything.
- Additional Info:** Sometimes when I click 'back' the 2nd time it takes me back to the Location results, but usually it keeps me on the PMP.
- Action:** Please advise on how this can be resolved.
- Buttons:** Hide...

Our project manager will be the primary point of contact for issues raised through the portal and will be available via Slack, email, chat, and phone during business hours (8 a.m.- 5 p.m.). For urgent issues outside these hours, customers can contact our overnight remote team via email for prompt acknowledgment of their issues.

Timeline

[illegible]

a. What do you see as the client's role in the website development process?

Response: At Exemplifi, we believe that the client plays a crucial role in the website development process. While our team of experts brings technical expertise and creative vision to the table, it's the client who possesses invaluable insights into their business, target audience, and goals.

First and foremost, the client's involvement in defining project objectives and requirements is essential. They know their business better than anyone else, so their input guides us in crafting a website that accurately reflects their brand identity and fulfills their specific needs.

Throughout the development process, regular communication and feedback from the client are vital. This ensures that we stay aligned with their vision and expectations every step of the way. Whether it's providing content, reviewing design mockups, or testing functionality, the client's active participation helps us tailor the website to their preferences and goals.

Additionally, the client's role extends beyond the development phase to ongoing maintenance and updates. They are responsible for providing timely feedback, reporting any issues or desired changes, and keeping us informed of any shifts in their business or marketing strategies that may impact the website.

Ultimately, successful website development is a collaborative effort between Exemplifi and the client. By working closely together and leveraging each other's expertise, we can create a website that not only meets but exceeds the client's expectations, driving their business forward online.

b. How do you measure the success of the websites your firm has designed?

Response: Exemplifi measures the success of the websites we design through a comprehensive approach that involves key performance indicators (KPIs), user engagement metrics, and client feedback. We utilize analytics tools to track website traffic, conversion rates, and user behavior, ensuring that our designs align with the client's goals.

Our success metrics include:

Conversion Rates: We track the percentage of website visitors who take desired actions, such as making a purchase, filling out a form, or subscribing to a service.

User Engagement: Metrics like time spent on the site, pages viewed per session, and bounce rates help us gauge how effectively users are interacting with the website.

Traffic Sources: Analyzing the origin of website traffic provides insights into the effectiveness of marketing strategies and the visibility of the site across various channels.

Mobile Responsiveness: With the increasing use of mobile devices, we assess the website's performance on different screen sizes to ensure a seamless user experience.

Search Engine Rankings: Monitoring the website's position in search engine results pages (SERPs) helps assess its visibility and search engine optimization (SEO) effectiveness.

Client Feedback: Regular communication with clients is essential. We collect feedback on the design, functionality, and overall satisfaction to continuously improve and meet client expectations.

By combining these quantitative and qualitative measures, Exemplifi ensures that the websites we design not only meet aesthetic standards but also deliver tangible results in terms of user engagement, conversion, and overall client satisfaction.

2. How will your firm ensure that implementation as scheduled will be completed based on the deadlines provided?

Response: At Exemplifi, we maintain a commitment to unwavering professionalism and adherence to deadlines in our project implementations. Our rigorous approach to project management is designed to ensure the timely and successful completion of all deliverables, aligning with the specified timelines. Here's how we guarantee the punctual implementation of projects:

Strategic Project Planning: We initiate each project with a comprehensive planning phase, meticulously analyzing requirements, allocating resources judiciously, and constructing a realistic and achievable timeline. This plan is subject to client review and approval to establish mutual understanding.

Meticulous Milestone Tracking: Our projects are subdivided into distinct milestones, each accompanied by specific deliverables and deadlines. Routine tracking of these milestones enables us to gauge progress accurately and make proactive adjustments when necessary.

Assigned Project Management Expertise: A dedicated project manager is appointed to oversee each project, serving as the primary point of contact. This individual ensures seamless communication between our team and the client, facilitating an organized and transparent workflow.

Regular Progress Updates: We provide consistent updates on project status, highlighting accomplishments, addressing challenges, and outlining upcoming milestones. This transparent communication model allows for effective expectation management and early identification of potential issues.

Utilization of Collaborative Tools: Leveraging advanced project management tools, we foster real-time collaboration and communication among team members. This technological infrastructure enhances efficiency and ensures a synchronized workflow.

Contingency Planning: Recognizing the dynamic nature of project environments, we integrate contingency plans to address unforeseen challenges promptly. These measures are in place to minimize potential delays and uphold project timelines.

Client Engagement: Client involvement is encouraged throughout the project lifecycle. We actively seek client input and feedback at critical junctures, guaranteeing that the final product aligns seamlessly with their vision and expectations.

Exemplifi's commitment to professionalism, meticulous planning, and transparent communication ensures the consistent and timely delivery of projects, meeting and often exceeding the expectations set forth by our clients.

3. Is your facility(s) centrally located, easily accessible, within or near OCFA service area?

Response: Exemplifi's facilities are strategically located in California, ensuring convenient accessibility and proximity to the Orange County Fire Authority (OCFA) service area. Our centralized location is chosen with careful consideration to provide ease of access for our clients within the OCFA service region. This strategic positioning facilitates efficient collaboration, streamlined communication, and prompt responsiveness to the unique needs and requirements of our clients, including those within the OCFA service area. Our commitment to geographical convenience aligns with our dedication to delivering exceptional service and support to clients across California, including those within the OCFA jurisdiction.

4. How will onsite staff, shift leads, supervisors, management and OCFA staff communicate?

Response: Exemplifi ensures seamless and effective communication among onsite staff, shift leads, supervisors, management, and OCFA staff through a comprehensive and organized approach. Our communication strategy encompasses various channels and protocols to facilitate collaboration and information flow:

Structured Communication Protocols: We establish clear and structured communication protocols outlining the flow of information among different levels of staff. This ensures that messages are conveyed efficiently and responsibilities are clearly defined.

Regular Team Meetings: Scheduled team meetings are conducted to provide a platform for open communication, updates on project progress, and the discussion of any issues or challenges. These meetings foster collaboration and ensure that all team members are well-informed.

Digital Collaboration Tools: Exemplifi utilizes advanced digital collaboration tools to enhance communication efficiency. These tools facilitate real-time sharing of information, documents, and updates, promoting a collaborative and responsive working environment.

Supervisory and Management Oversight: Shift leads, supervisors, and management personnel play pivotal roles in overseeing communication within their respective domains. They act as conduits for relaying information upwards and downwards, ensuring a smooth and organized flow of communication.

Onsite Communication Systems: Depending on the nature of the project, we implement onsite communication systems to enable instant communication between staff members. This includes technologies such as two-way radios or other tools suitable for the specific requirements of the project.

Dedicated Points of Contact: We designate specific points of contact for OCFA staff, ensuring a direct and reliable channel for communication. This establishes a streamlined process for addressing inquiries, providing updates, and facilitating collaboration.

Emergency Communication Procedures: In situations that require immediate attention, we have established emergency communication procedures. These protocols ensure swift communication and coordination to address any urgent matters effectively.

Exemplifi is committed to fostering a communication-rich environment that promotes collaboration, transparency, and efficiency. By integrating these communication strategies, we aim to facilitate effective information exchange among onsite staff, shift leads, supervisors, management, and OCFA staff, ultimately contributing to the success of our collaborative endeavors.

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.

Response: Exemplifi maintains rigorous policies and procedures to ensure the delivery of high-quality work in accordance with the specified Scope of Services. Our commitment to quality encompasses the following key elements:

Quality Assurance Framework: We have a comprehensive Quality Assurance (QA) framework in place, outlining standards and best practices for each phase of the project. This framework serves as a guide to ensure that the work aligns with client expectations and industry standards.

Adherence to Scope of Services: Our team strictly adheres to the agreed-upon Scope of Services, ensuring that project deliverables meet the defined requirements and objectives. Regular reviews and checkpoints are implemented to verify alignment with the project scope.

Quality Metrics and Key Performance Indicators (KPIs): We establish measurable quality metrics and KPIs tailored to the project's specific requirements. These indicators serve as benchmarks to assess the quality of work, allowing for objective evaluation and continuous improvement.

Internal Review Processes: Our projects undergo thorough internal reviews conducted by experienced professionals to verify compliance with quality standards. This includes code reviews, design evaluations, and functional testing to identify and address potential issues early in the process.

Client Collaboration and Feedback: We actively engage clients throughout the project, seeking feedback and input at key milestones. Client collaboration is integral to our quality assurance process, ensuring that the final deliverables meet or exceed their expectations.

Measurement of Quality: Quality is measured through a combination of quantitative metrics and qualitative assessments. This includes

- Adherence to project timelines and milestones.
- Error rates and bug tracking during development and testing phases.
- User acceptance testing (UAT) results.
- Client satisfaction surveys and feedback.

Corrective Action Procedure: In the event of performance issues or deviations from quality standards, Exemplifi employs a systematic corrective action procedure, which includes:

Issue Identification: Any performance issues are identified through internal reviews, client feedback, or quality metrics.

Root Cause Analysis: A thorough analysis is conducted to determine the root causes of the issues, whether they stem from processes, resources, or other factors.

Corrective Measures: Based on the root cause analysis, corrective measures are implemented to address the issues promptly. This may involve process improvements, additional training, or resource adjustments.

Continuous Improvement: Lessons learned from corrective actions are incorporated into our continuous improvement processes to prevent similar issues in future projects.

Exemplifi is dedicated to upholding the highest standards of quality, and our robust quality assurance framework ensures that the work delivered aligns with the Scope of Services while providing a clear path for corrective action when needed.

6. What risks has your firm identified in the services to be provided? How does your firm plan to mitigate these risks?

Response: Exemplifi has conducted a thorough risk assessment for the services to be provided and has identified potential risks that may impact project outcomes. Our proactive approach to risk management includes the following identified risks and corresponding mitigation strategies:

Technical Risks:

Risk: Unforeseen technical challenges or limitations.

Mitigation: Prior to project initiation, we conduct a comprehensive technical feasibility analysis. Our team includes experienced professionals with diverse technical expertise, ensuring that potential challenges are anticipated and addressed effectively.

Timeline Risks:

Risk: Delays in project timelines due to unforeseen circumstances.

Mitigation: We build contingency buffers into our project schedules to account for unexpected challenges. Regular project tracking and communication help us identify potential delays early, allowing for timely adjustments and mitigation strategies.

Scope Creep:

Risk: Expansion of project scope beyond the initial requirements.

Mitigation: We establish a well-defined Scope of Services at the project outset, and any proposed changes undergo a thorough evaluation and approval process. Clear communication with the client regarding the impact of scope changes helps prevent unwarranted expansions.

Resource Availability:

Risk: Insufficient availability of skilled resources.

Mitigation: Our resource planning includes a contingency for unforeseen resource constraints. We maintain a pool of qualified professionals and have established partnerships to ensure resource scalability and availability.

Communication Breakdown:

Risk: Ineffective communication leading to misunderstandings or delays.

Mitigation: We implement a structured communication plan, including regular project updates, client meetings, and a designated point of contact. This ensures open and transparent communication channels throughout the project lifecycle.

Regulatory Compliance:

Risk: Failure to adhere to relevant regulations and compliance standards.

Mitigation: We conduct thorough research to identify applicable regulations and standards. Our team includes experts well-versed in compliance requirements, and we integrate compliance checks at key project milestones to ensure adherence.

Client-Side Risks:

Risk: Limited client availability or unanticipated changes in client priorities.

Mitigation: We establish clear communication channels and expectations with the client from the outset. Regular client engagement and status updates ensure alignment, and any changes in client priorities are addressed through timely communication and adjustments to project plans.

By systematically identifying and addressing these risks, Exemplifi is committed to minimizing potential disruptions and delivering services that meet or exceed client expectations. Our proactive risk mitigation strategies are integral to our overall project management approach, fostering successful and predictable project outcomes.

Exhibit G: Technical Abilities

1. Describe the firms experience creating and rebranding websites.

Response: Exemplifi possesses extensive expertise in creating and rebranding websites across diverse industries. Through strategic planning, creative design, and responsive development, we ensure the delivery of visually appealing and functionally robust websites tailored to clients' unique needs. With a focus on user-centric design and content strategy, Exemplifi optimizes websites for a seamless user experience and enhanced SEO performance. The firm excels in rebranding projects, collaborating closely with clients to evolve brand identities while maintaining continuity. Proficient in CMS integration, and performance optimization, Exemplifi prioritizes client collaboration, emphasizing regular communication and feedback to ensure that the final product aligns seamlessly with clients' visions and business goals.

2. Provide a proof of a completed and fully operational website that you created.

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

Watershed Conservation Authority California

Website: <https://www.wca.ca.gov/>

Developed using Apostrophe CMS, WCA is a classic example of a municipal website development project, executed by Exemplifi. We partnered with the Watershed Conservation Authority of California to provide website redesign and maintenance services. We were selected among multiple service providers and chosen due to our expertise in designing websites across multiple CMS and our approach as a long-term support provider. Our support to WCA includes, but is not limited to:



Responsive Design across the latest Operating systems

- UI Consistency across devices
- Social Integrations
- API Integrations
- Performance Enhancements
- Accessibility Enhancements
- Security and Uptime
- Traffic and Bandwidth Control
- As Needed website customizations

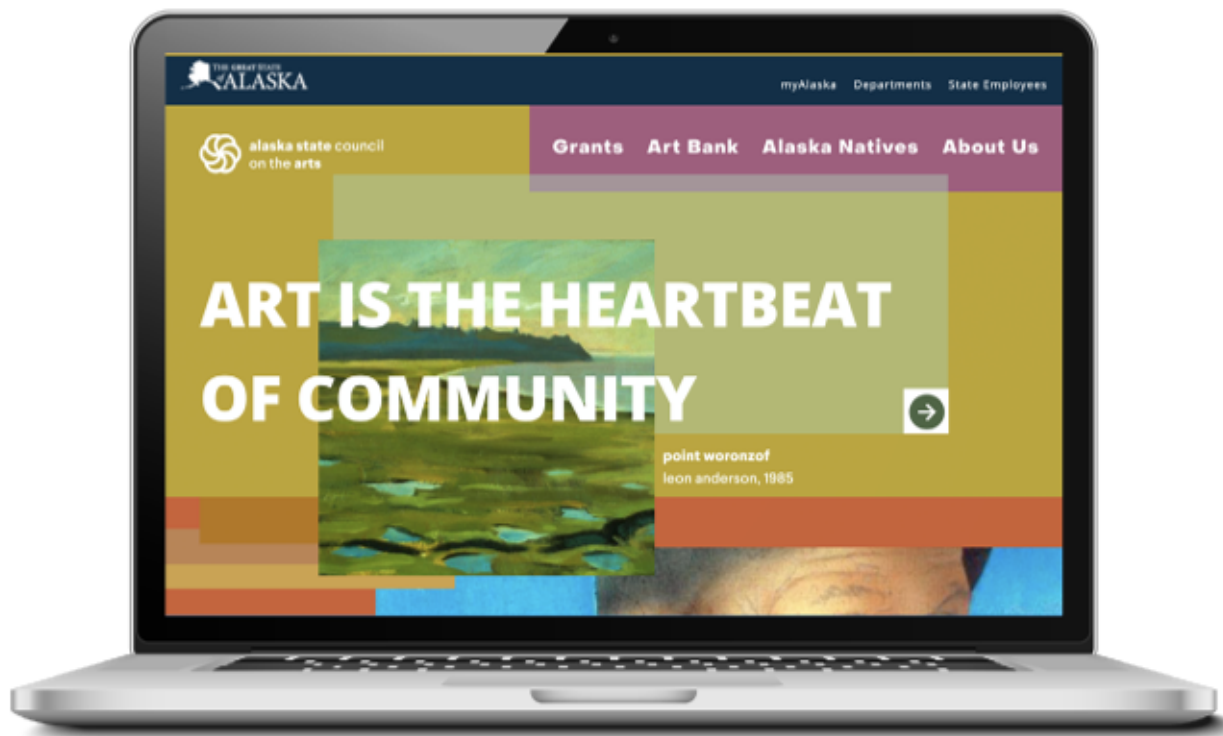
Reference

Company Name	Watershed Conservation Authority California
Contact Name	Johnathan Perisho
Role	Project Manager
Contact Address	100 Old San Gabriel Canyon Road, Azusa, CA 91702
Contact Phone	626.815.1019 x 112
Contact E-mail	jperisho@wca.ca.gov
Scope of Services Performed	https://greenportal.wca.ca.gov/ portal maintenance
Contract Start and End Date	Feb 2022 - March 2022
Contract Cost	14000

Revitalizing the Department of Education Alaska Website: A .NET-Based CMS Redesign Journey

Department of Education Alaska

Website: <https://education.alaska.gov/>



Exemplifi has been recently awarded by The Department of Education and Early Development (DEED) sought to modernize and redesign five of its existing department websites. These websites had organically evolved over the years and required structural updates to bring them into the Umbraco Content Management System (CMS) while also implementing contemporary web design and technology standards. The ultimate objective was to create modern, mobile-responsive websites hosted in DEED's Azure PaaS environment.

Key Deliverables and Scope of Work:

- **Development and Production Environments:** Setup of separate development/staging and production environments within DEED's Azure cloud instance.
- **Content Plan:** Conducted a thorough content discovery, outlining what content would be migrated, revised, or omitted from the existing websites.
- **Website Design:** Collaborated with a core group of DEED staff to create new, mobile-responsive designs for each website, focusing on modern design and user experience (UX) techniques.

- **Limited Graphic Design:** Provided limited graphic design for elements such as menus and buttons, with a preference for JavaScript, CSS, and XHTML for enhanced UX.
- **Website Construction and Population:** Executed the new designs, constructed the websites, and implemented the content plan, ensuring proper content migration and functionality.
- **WCAG Compliance:** Ensured that the new websites met relevant Web Content Accessibility Guidelines (WCAG) compliance standards to be accessible to all users, including those with disabilities.
- **Integrating Web Apps:** Seamlessly integrated several pre-existing web apps from the current DEED websites into the new websites, preserving their functionality and appearance.
- **Testing and Deployment:** Conducted thorough testing in development environments, ensuring compliance with WCAG standards and addressing any issues. Successfully switched over the new websites to the production environment.
- **Handoff and Support:** Ensured DEED development staff were equipped to maintain and update the new websites. Provided troubleshooting and support for any residual issues for six months post-launch.

Exemplifi LLC is currently actively working towards delivering a suite of modern, mobile-responsive websites for DEED, enhancing user experience and accessibility while preserving critical web apps and content. The project's meticulous planning and execution resulted in a seamless transition to the new websites, aligned with DEED's digital transformation objectives.



Websites Redesigned: Industry-Specific Portfolio

You can see a complete listing of sites that we have built and maintained.

Kindly note that LA Metro, AceRail, SJRRC, SJJPA, SacRT, Amtrak, SacSewer, and WCA all operate within the state of California.

Industry	Clients	Website Link
Transit and Transportation	LA Metro	https://www.metro.net/
	AceRail	https://acerail.com/
	SJRRC	https://www.sjrrc.com/
	SJPPA	https://sjjpa.com/
	NCDT	https://gonctd.com/
	SacRT	https://www.sacrt.com/
	DAT	https://www.dat.com/
	Amtrak	https://www.amtrak.com/
	GoHART	http://www.gohart.org/
	Louisiana Tourism	http://www.opportunitylouisiana.com/
Municipality	SacSewer	https://www.sacsewer.com/
	WCA	https://www.wca.ca.gov/
Education	School Speciality	https://movelearningforward.schoolspecialty.com/
	Cascadia College	www.cascadia.edu
	Department of Education - Alaska	https://education.alaska.gov/
	Learning Experience	https://thelearningexperience.com/
	Foss next Generation	https://fossnextgeneration.com/
	AlphaLab Gear	https://alphalabgear.org/
	History Colorado	www.historycolorado.org
Technology	SyBridge technologies	https://www.fastradius.com/
	Qumulo	https://qumulo.com/
	Moloco	https://www.moloco.com/
	Indigov	https://indigov.com/
	Cellebrite	https://www.cellebrite.com/en/home/
	CRISPR	https://crispr.corteva.com/
NGOs	Healthy Families	http://healthyfamiliesma.org/
	AG 138	http://brainbuildinginprogress.org/
	The Partnership Inc.	https://www.thepartnershipinc.org/
	BroadReach Group	https://www.broadreachcorporation.com/

Consumer	UFO Beer	https://www.ufobeer.com/
	Reynolds	https://www.reynoldsbrands.com/
	Fila	www.fila.com
Finance	SouthState Bank	https://www.southstatebank.com/
	Burns & Wilcox	https://www.burnsandwilcox.com
Healthcare	Zolgensma	www.zolgensma.com
	KnowyourTGs	https://fcsfocus.com/
	Plasminogen	https://plasminogen.com/
	Hello Heart	https://www.helloheart.com/
	American Gastro Association	https://ibdparenthoodproject.gastro.org/
	Tegsedi	https://tegsedi.com/
	Transmedics	https://www.transmedics.com/

3. What additional, or value-added services does your firm offer?

a. Add additional proofs to validate experience, including:

I. Awards and acknowledgments from independent parties

II. Customer case studies

Awards and Recognition



Extraordinary Customer Satisfaction

We have excellent customer satisfaction ratings, as can be seen by our rankings on Clutch: <https://clutch.co/profile/exemplifi>. Below are some of our publicly available customer testimonials.



“

Devin Flores - Digital Content Coordinator

★★★★★

Responsive, professional, and knowledgeable. We are contracted with Exemplifi for the development and maintenance of our website, and they are second to none. Exemplifi has consistently been great at working with us to determine how best to accomplish what we want with our website, and their ability to complete projects quickly is really astonishing.

”



“

Jennifer Jones-Mitchell - Senior Vice President

★★★★★

Exemplifi is a great partner. They are reliable and can help you with everything from quick website fixes to complex and custom development work. Good customer service and great guys to work with. I highly recommend them.

”



“

Karen Lachtanski - Director of Corporate Marketing

★★★★★

The Exemplifi team took on our project which involved implementing a new CMS, new brand visuals, and a tough deadline. Throughout our many changes, they handled everything by being responsive, quick, and always with an eye toward meeting our goals. I especially appreciated their QA process and willingness to work with us to find the best solution for our needs.

”

Exhibit H: Qualifications and 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 principals. Include the number of years your firm has been in the business of providing website redesign and upgrade services.
 - a. Provide a 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.
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 website redesign and upgrade services.

Firms Ownership Structure: Vinod Pabba - 59%, Kasturi Mudulodu - 49%

Number of years in business - 5+

Exemplifi is a team of Stanford technologists, Silicon Valley developers, creative thinkers, and industry experts who collectively have more than 30 years of experience building and managing enterprise websites. Our founder and CEO started the firm with a single-minded focus on creating sites that meet the complex marketing and technology needs of enterprises. But why choose Exemplifi?

Compelling strategy and design: While your challenge may be simple to understand, it can be challenging to solve. However, we have the strategic UX and design mindset necessary to identify your goals and deliver exactly the experience that your users need.

Research and user-centric approach: We understand that meeting your objectives means focusing on what your users want every step of the way. By understanding their mindsets, we will be in a position to meet their needs and achieve your objectives.

Vast experience across the team: With dozens of sites requiring intuitive and efficient user experiences built by our team, we have the right experience to take on the battle you're fighting.

Data-driven KPI focus: We understand that building a website is not just about design, but about meeting your organization's objectives, which can be measured through relevant and impactful data. That's why we align on KPIs during discovery and stay focused on them through launch and beyond.

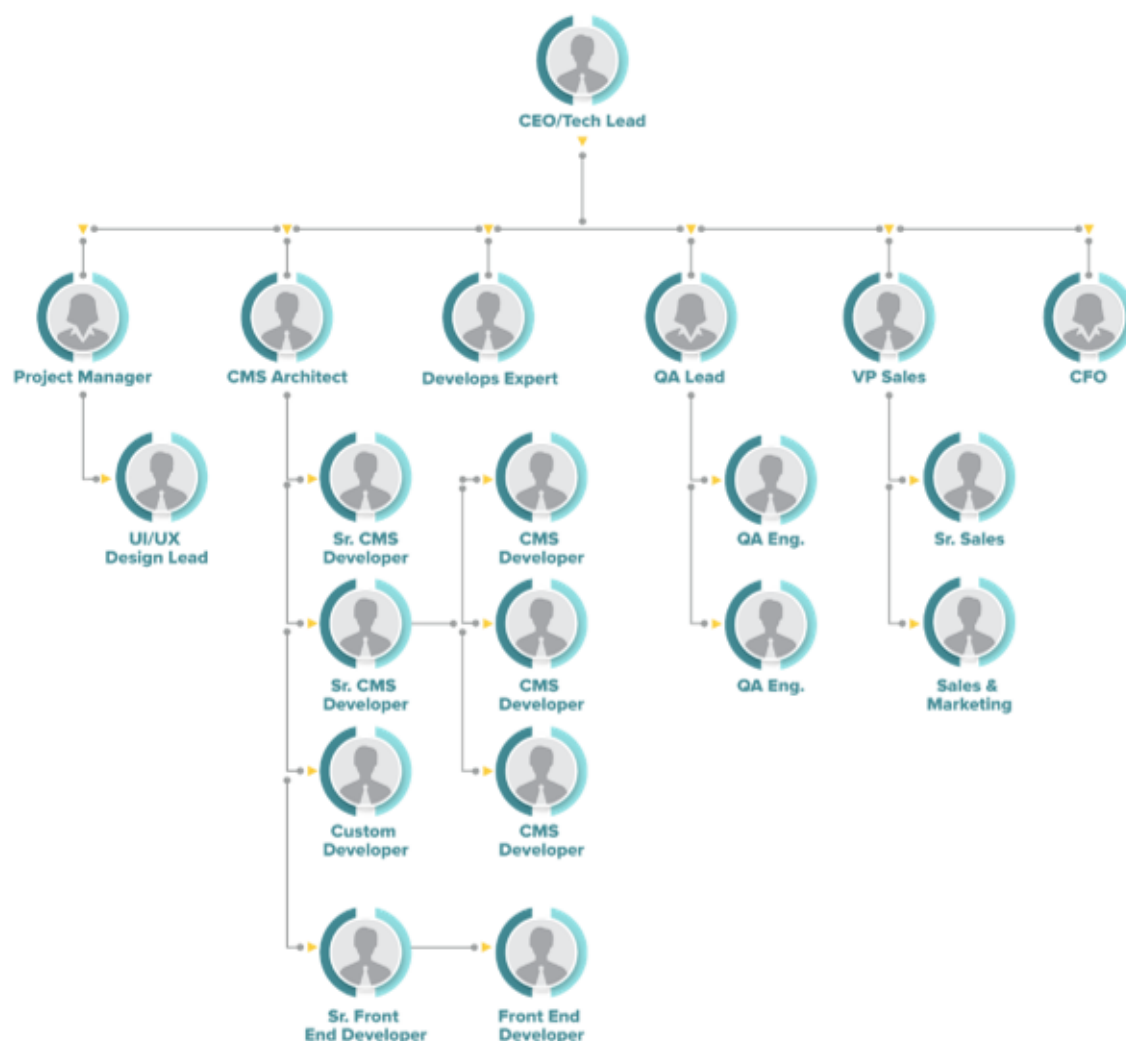
Processes that drive performance: We have a proven track record of delivering work on time and on budget for hundreds of clients. We adhere to timelines, communicate consistently, and collaborate constantly.

Partners beyond launch: Over 90% of our clients engage us for post-launch site management because we believe in building relationships that are flexible, adaptable, and designed for long-term success. Our long-term focus includes designing a website that's easy to manage, allowing new content to be seamlessly published and updated, and keeping the site topical and dynamic.

Robust engineering practices: Our team is adept with powerful content management products, and we emphasize robust website engineering standards and DevOps practices that result in increased uptime, security, SEO quality, performance, and compliance with accessibility standards. Our customer care teams deliver efficient and knowledgeable 24/7 support via email, chat, or phone.

Our clients love our work! We consistently receive high customer satisfaction ratings and have been rated as one of the best website development agencies to work with by leading B2B marketplaces globally. Choose Exemplifi for your website development needs and let us help you achieve your objectives.

Organization Structure



Proof of Financial Stability

Exemplifai

Balance Sheet

As of December 31, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Exemplifai (BoFA)	41,650.37
First Republic	1,035.90
PayPal Bank (deleted)	-289.00
Reimbursable Expenses	-16,316.01
Total Bank Accounts	\$26,081.26
Other Current Assets	
Sreeram Loan	25,000.00
Uncategorized Asset	38,258.69
Undeposited Funds	0.00
Zagg Network	15,000.00
Total Other Current Assets	\$78,258.69
Total Current Assets	\$104,339.95
Fixed Assets	
Accumulated Depreciation	-15,000.00
Volvo	33,169.03
Total Fixed Assets	\$18,169.03
TOTAL ASSETS	\$122,508.98
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Amex	31,367.83
BoFA Signature (5952)	1,333.97
Exemplifai Credit Card	31,356.83
Starbucks Card	1,715.17
Total Credit Cards	\$65,773.80
Other Current Liabilities	
Payroll Liabilities	
CA PIT / SDI (deleted)	1,312.60
CA SUI / ETT (deleted)	441.00
Federal Taxes (941/944) (deleted)	2,250.67
Federal Unemployment (940) (deleted)	42.00
Total Payroll Liabilities	4,046.27
Quicken Capital Loan	53,732.39
Total Other Current Liabilities	\$57,778.66
Total Current Liabilities	\$123,552.46
Total Liabilities	\$123,552.46

Exemplifai
Balance Sheet
As of December 31, 2020

	TOTAL
Equity	
Kasturi Distribution	-164,000.00
Opening Balance Equity	20,106.30
Owner's Investment	99,900.00
Owner's Pay & Personal Expenses	-25,133.35
Retained Earnings	-74,244.34
Net Income	142,327.91
Total Equity	\$ -1,043.48
TOTAL LIABILITIES AND EQUITY	\$122,508.98

Exemplifai

Balance Sheet

As of December 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Exemplifai (BoFA)	47,061.50
First Republic	34,216.91
PayPal Bank (deleted)	-289.00
Reimbursable Expenses	0.00
Total Bank Accounts	\$80,989.41
Other Current Assets	
Sreeram Loan	25,000.00
Uncategorized Asset	0.00
Undeposited Funds	0.00
Zagg Network	0.00
Total Other Current Assets	\$25,000.00
Total Current Assets	\$105,989.41
Fixed Assets	
Accumulated Depreciation	0.00
Volvo	0.00
Total Fixed Assets	\$0.00
TOTAL ASSETS	\$105,989.41
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Amex	0.00
BoFA Signature (5952)	1,333.97
Exemplifai Credit Card	32,212.58
Starbucks Card	2,546.13
Total Credit Cards	\$36,092.68
Other Current Liabilities	
Payroll Liabilities	
CA PIT / SDI (deleted)	1,312.60
CA SUI / ETT (deleted)	441.00
Federal Taxes (941/944) (deleted)	2,250.67
Federal Unemployment (940) (deleted)	42.00
Total Payroll Liabilities	4,046.27
Quicken Capital Loan	53,732.39
Total Other Current Liabilities	\$57,778.66
Total Current Liabilities	\$93,871.34
Total Liabilities	\$93,871.34

Exemplifai

Balance Sheet

As of December 31, 2021

	TOTAL
Equity	
Kasturi Distribution	-427,128.58
Opening Balance Equity	20,106.30
Owner's Investment	99,900.00
Owner's Pay & Personal Expenses	-25,133.35
Retained Earnings	68,083.57
Net Income	276,290.13
Total Equity	\$12,118.07
TOTAL LIABILITIES AND EQUITY	\$105,989.41

Exemplifai
Balance Sheet
As of December 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Exemplifai (BoFA)	215,311.09
First Republic	172,254.64
PayPal Bank (deleted)	-289.00
Reimbursable Expenses	0.00
Total Bank Accounts	\$387,276.73
Other Current Assets	
Sreeram Loan	25,000.00
Uncategorized Asset	10,001.00
Undeposited Funds	0.00
Zagg Network	0.00
Total Other Current Assets	\$35,001.00
Total Current Assets	\$422,277.73
Fixed Assets	
Accumulated Depreciation	0.00
Volvo	1,699.20
Total Fixed Assets	\$1,699.20
TOTAL ASSETS	\$423,976.93
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Amex	287.59
BoFA Signature (5952)	1,333.97
Exemplifai Credit Card	0.00
Starbucks Card	3,087.85
Total Credit Cards	\$4,709.41
Other Current Liabilities	
Payroll Liabilities	-4,046.27
CA PIT / SDI (deleted)	1,312.60
CA SUI / ETT (deleted)	441.00
Federal Taxes (941/944) (deleted)	2,250.67
Federal Unemployment (940) (deleted)	42.00
Total Payroll Liabilities	0.00
Quicken Capital Loan	53,732.39
Total Other Current Liabilities	\$53,732.39
Total Current Liabilities	\$58,441.80
Total Liabilities	\$58,441.80

Exemplifai
Balance Sheet
As of December 31, 2022

	TOTAL
Equity	
Kasturi Distribution	-427,128.58
Opening Balance Equity	20,106.30
Owner's Investment	99,900.00
Owner's Pay & Personal Expenses	-25,133.35
Retained Earnings	344,373.70
Net Income	353,417.06
Total Equity	\$365,535.13
TOTAL LIABILITIES AND EQUITY	\$423,976.93

Exemplifi

Profit and Loss

January - December 2020

	TOTAL
Income	
Sales	401,778.04
Unapplied Cash Payment Income	25.39
Uncategorized Income	14,527.35
Total Income	\$416,330.78
Cost of Goods Sold	
Cost of Goods Sold	130,377.88
Payroll	45.00
Total Cost of Goods Sold	130,422.88
Total Cost of Goods Sold	\$130,422.88
GROSS PROFIT	\$285,907.90
Expenses	
Advertising & Marketing	6,337.44
Bank Charges & Fees	235.13
Car & Truck	67.98
Insurance	1,453.26
Legal & Professional Services	1,633.00
Meals & Entertainment	25,003.02
Office Supplies & Software	8,820.76
Other Business Expenses	657.01
Payroll Expenses	0.00
Taxes	1,783.50
Wages	17,000.00
Total Payroll Expenses	18,783.50
Quickbooks	54,514.30
QuickBooks Payments Fees	85.83
Rent & Lease	18,000.00
Travel	3,277.69
Travel - Papa Europe	1,499.99
Total Travel	4,777.68
Uncategorized Expense	900.00
Verizon	2,237.94
Total Expenses	\$143,506.85
NET OPERATING INCOME	\$142,401.05
Other Expenses	
Other Miscellaneous Expense	73.14
Total Other Expenses	\$73.14
NET OTHER INCOME	\$ -73.14
NET INCOME	\$142,327.91

Exemplifi

Profit and Loss

January - December 2021

	TOTAL
Income	
Sales	680,516.14
Unapplied Cash Payment Income	0.00
Uncategorized Income	325.58
Total Income	\$680,841.72
Cost of Goods Sold	
Cost of Goods Sold	184,513.63
Total Cost of Goods Sold	\$184,513.63
GROSS PROFIT	\$496,328.09
Expenses	
Advertising & Marketing	29,635.84
Bank Charges & Fees	231.00
Insurance	935.23
Legal & Professional Services	9,575.56
Meals & Entertainment	16,645.06
Office Supplies & Software	5,155.10
Quickbooks	10,150.24
Rent & Lease	80,130.00
Travel	388.08
Total Expenses	\$152,846.11
NET OPERATING INCOME	\$343,481.98
Other Expenses	
Other Miscellaneous Expense	81.44
Total Other Expenses	\$81.44
NET OTHER INCOME	\$ -81.44
NET INCOME	\$343,400.54

Exemplifai

Profit and Loss

January - December 2022

	TOTAL
Income	
Sales	722,805.00
Uncategorized Income	4,526.39
Total Income	\$727,331.39
Cost of Goods Sold	
Cost of Goods Sold	203,859.68
Total Cost of Goods Sold	\$203,859.68
GROSS PROFIT	\$523,471.71
Expenses	
Advertising & Marketing	31,197.06
Bank Charges & Fees	93.75
Insurance	1,284.87
Legal & Professional Services	27,427.32
Meals & Entertainment	32,852.16
Office Supplies & Software	194.70
Rent & Lease	112,800.00
Taxes & Licenses	19,263.14
Travel	1,066.42
Uncategorized Expense	25.23
Total Expenses	\$226,204.65
NET OPERATING INCOME	\$297,267.06
NET INCOME	\$297,267.06

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 similar nature. Will management or supervisory personnel be dedicated only to OCFA or will they be responsible for other accounts as well?

Exemplifi's approach involves providing dedicated management and supervisory personnel to the OCFA project while also leveraging their expertise across a carefully managed portfolio of accounts. While our team members overseeing the OCFA project will be fully committed to ensuring its success, this strategy allows us to harness their skills efficiently and maintain a broader perspective gained from working on various projects simultaneously. This approach enhances our ability to bring fresh insights and diverse experiences to the OCFA project, promoting innovation and comprehensive solutions. Rest assured, the management and supervisory personnel will prioritize and dedicate the necessary time and attention to meet the specific needs and objectives of the OCFA account while benefiting from the cross-pollination of ideas from their involvement in other projects.





Michelle Finley

Project Manager/Lead

Michelle is an exceptional Project Manager/Lead at Exemplifi LLC. With over five years of experience at the company and a total of more than two decades of expertise in launching high-performance websites across various industries, she is a true veteran in her field. Michelle's approach is both strategic and tactical, which allows her to deliver projects of the highest quality within the set timelines and budgets.

With her vast experience and skill set, Michelle is a valuable asset to Exemplifi LLC. Her commitment to delivering projects on time and on budget ensures the company's success and client satisfaction. Her leadership and expertise make her an invaluable part of the team.

EXPERIENCE

20+ Years

SKILLS

As the project lead, Michelle takes charge of all stakeholder communications, ensuring that everyone is on the same page and well-informed throughout the project's lifecycle. She skillfully obtains approvals and efficiently manages project schedules, keeping everything running smoothly and on track.

Key Competencies:

- ★ Project Management
- ★ Strategic and tactical Marketing
- ★ Authentic communicator
- ★ Proficient collaborator

KEY PROJECTS

- ★ LA Metro
- ★ History Colorado
- ★ UMD - START
- ★ AceRail
- ★ SJRRC
- ★ SJJPA
- ★ Amtrak
- ★ Cascadia University

EDUCATION

- Indiana University Bloomington:
BS, Marketing · (1989 - 1993)
- Kendall College:
Associate, Culinary Arts · (2002 - 2004)

CONTACT

✉ michelle@exemplifi.io

Linked 



Jennifer Wisniewski

UI/UX Design Lead

Jennifer Wisniewski, a seasoned Design Lead at Exemplifi LLC, boasts a comprehensive background in UI/UX, visual design, and branding. Armed with mastery in Illustrator, InDesign, and Adobe Creative Suite, she specializes in web, application, and social media design. Her collaborative engagements with companies like Fooda, Lextech Global Services, and 72 Pixels have been marked by responsive and inventive web and mobile designs.

Apart from this, Jennifer's diversified expertise extends to infographic design, marketing, and creative team leadership. Renowned for crafting compelling and user-centric design solutions that captivate target demographics, she aspires to deploy her robust skillset to generate exceptional user experiences. With her keen attention to detail and commitment to innovation, Jennifer intends to continue delivering resonant and effective design outcomes.

EXPERIENCE

12+ Years

SKILLS

As a Senior Design Lead with more than a decade of experience, Jennifer has honed a specialized focus in UI/UX and Visual Design. She excels in crafting responsive and intuitive UI that engages target audiences. Her prowess extends to the conception and execution of branding, identity design, and integrated campaigns.

Key Competencies:

- ★ Adobe Creative Suite
- ★ UI/UX Design
- ★ Design Research and Conceptualization
- ★ Web and Application Design
- ★ Social Media Design
- ★ Digital Branding Asset Creation, including Infographics, Newsletters, Brochures, Magazines, and Company Portfolios.

KEY PROJECTS

- ★ LA Metro
- ★ History Colorado
- ★ UMD - START
- ★ AceRail
- ★ SJRRC
- ★ SJJPA
- ★ Amtrak
- ★ Cascadia University

EDUCATION

- The Art Institutes: aBFA, Visual Communications · (2006 - 2010)

CONTACT

✉ jennifer@exemplifi.io

Linked 



Vinod Pabba

Technical Lead

Vinod is a highly skilled individual with a diverse range of expertise. His exceptional abilities in Account Management enable him to build strong and lasting relationships with clients, ensuring their satisfaction and success.

Additionally, his profound knowledge of Enterprise Software empowers him to navigate complex technological landscapes and offer innovative solutions tailored to the unique needs of his customers.

Moreover, Vinod's proficiency in forging Strategic Partnerships is remarkable, as he possesses a keen eye for identifying mutually beneficial collaborations that drive business growth and expand market reach.

With these remarkable skill sets, Vinod is undoubtedly an invaluable asset and is well-equipped to achieve outstanding results in the dynamic world of business and technology.

EXPERIENCE

20+ Years

SKILLS

- ★ Account Management
- ★ Enterprise Software
- ★ Strategic Partnerships

KEY PROJECTS

- ★ LA Metro
- ★ History Colorado
- ★ UMD - START
- ★ AceRail
- ★ SJRR
- ★ SJJPA
- ★ Amtrak
- ★ Cascadia University

EDUCATION

- Stanford University - Masters, Engineering · (1996 - 1998)

CONTACT

✉ vpabba@exemplifi.io

LinkedIn 



Anirudh K. Mahant

CMS Architect

Ani, a founding member of the Exemplifi team since 2018, brings over two decades of expertise in delivering large-scale websites. Notably, he has spearheaded the redesign and development of prominent enterprise sites demonstrating his adeptness in managing high-traffic platforms. Ani's development approach emphasizes high performance, achieved through lightweight themes and minimal plugin reliance while simplifying content management for marketers. He prioritizes comprehensive security measures across CMS core, themes, plugins, and deployment platforms.

Additionally, Ani excels in ensuring optimal performance and top-notch maintenance. His commitment to delivering tailored web solutions makes him a valuable asset, ensuring visually appealing, secure, and efficient websites in the CMS realm.

EXPERIENCE

20+ Years

SKILLS

- ★ CORE SKILLS: LAMP, MVC, NodeJS, Vue.JS, ReactJS, D3, Typescript, JavaScript, jQuery, GCP, AWS
- ★ SUB-SKILLS: HTML5/CSS3, Sass, Bootstrap, Zurb Foundation, Grunt, Web flow, WordPress, Drupal, MySQL, MongoDB, Firebase, TensorFlow, CentOS, OpenSUSE, Ubuntu, Redis, Git

EDUCATION

- Aptech Computer Education
Adv. Diploma in Software Engineering.
Oct 1992 - Dec 1996, Vadodara
- S. B. Vakil English High School / High School Diploma
Jan 1990 - Jun 1992,
Khambhat (Gulf of Cambay)

AWARDS

- Successfully completed GTD fundamentals workshop for business coaching held in Bombay on 2nd - 3rd May 2019 by coach Mehernosh Randeria

CONTACT

✉ ani@exemplifi.io

Linked 



Nafis Ahamed

Hosting Specialist

With a B.E. degree in Electronics and Communication Engineering from Multitech Dr.RR Dr.SR Engineering College in Avadi, Chennai, Nafis is a seasoned professional in the field. With 24 months of experience at Exemplifi, he specializes in WebOps, DevOps, and Hosting. His expertise includes CMS-specific deployment platforms, AWS-hosted website management, and CI/CD development pipelines with Git.

Nafis excels in orchestrating high-performing, load-balanced, and secure AWS setups, streamlining WordPress project development, and fostering collaboration for efficient deployment. His continuous commitment to excellence makes him a valuable asset to Exemplifi.

EXPERIENCE

12+ Years

SKILLS

- ★ **CMS Deployment Platforms:**
Proficient in deploying and managing websites using CMS-specific platforms such as Acquia, WPEngine, and Pantheon, ensuring seamless content management and optimal performance.
- ★ **AWS Management:**
Experienced in overseeing AWS-hosted websites, implementing high-performance strategies using EC2, Autoscaling, EBS, EFS, ELB, VPC, and CloudWatch to ensure load balancing and enhanced security.
- ★ **CI/CD Pipelines:**
Skilled in establishing end-to-end CI/CD development pipelines on Git, automating code integration, testing, and deployment processes for efficient and collaborative software development.

EDUCATION

- B.E in Electronics and Communication Engineering from Multitech Dr.RR Dr.SR Engineering College, Avadi, Chennai
Year completed - 2012

CONTACT

✉ nafis@exemplifi.io

LinkedIn 

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.

Response: Please refer to our "Organization Structure".

5. What is the proposed amount of full-time and part-time staff that will be used to provide the requested services?

Response: Full-time staff - 100%

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.

Response: Exemplifi has no intentions of subcontracting any of the work.

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.

Response: Please refer to resumes provided in section 3.

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.

Response: Not applicable

9. Has your organization ever failed to complete any work awarded to it?

Response: No

10. Why should OCFA select your firm? What sets your organization apart from other Offerors?

Response: OCFA should choose Exemplifi for several compelling reasons that set our firm apart from other Offerors. First and foremost, our extensive experience in creating and rebranding websites, coupled with a robust portfolio of successful projects, demonstrates our ability to deliver high-quality, visually appealing, and functionally superior results. Our strategic approach involves in-depth collaboration with clients to understand their unique needs and business goals, ensuring that our solutions align seamlessly with their vision. Additionally, Exemplifi prides itself on a commitment to innovation, employing the latest technologies and industry best practices to stay at the forefront of web development. Our team's diverse skill set, dedication to client satisfaction, and proven track record make Exemplifi the ideal choice for OCFA, promising a partnership that goes beyond expectations in delivering impactful online experiences.

11. Please provide a list of current clients.

Response: History Colorado, SJRRC, LA Metro, Cascadia College, AceRail, Sacramento Area Sewer District & Sacramento Regional County Sanitation District, Sacramento Regional Transit District (SacRT), The North County Transit District - NCDT, Department of Education Alaska

Exhibit I: References

Orange County Fire Authority

RFP No. RO2667

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	Watershed Conservation Authority California
Contact Individual & Title	Johnathan Perisho, Project Manager
E-mail/Telephone number	jperisho@wca.ca.gov
Date of Project & Description of services provided including contract amount	Feb 2022 - March 2022, \$14,000
Customer Agency Name	History Colorado
Contact Individual & Title	Jeannie McFarland Johnson, Director of Marketing & Communications
E-mail/Telephone number	Jeannie.McFarland-Johnson@state.co.us , 303-866-5786
Date of Project & Description of services provided including contract amount	April 2022 - Ongoing, \$150,000
Customer Agency Name	SJRRRC
Contact Individual & Title	Freddy Rodriguez, Marketing Coordinator
E-mail/Telephone number	freddy@acerail.com , 209-944-6271
Date of Project & Description of services provided including contract amount	July 2022 to July 2027, \$500,000
Customer Agency Name	Sacramento Area Sewer District & Sacramento Regional County Sanitation District
Contact Individual & Title	Mary Elise Conzelmann, Sr. Public Information Officer
E-mail/Telephone number	conzelmannme@sacsewer.com , (916) 917-8675
Date of Project & Description of services provided including contract amount	Aug 2023 to Sept 2024, \$104,640
Customer Agency Name	Sacramento Regional Transit District (SacRT)
Contact Individual & Title	Thomas Dempsey, Senior Procurement Analyst
E-mail/Telephone number	tdempsey@sacrt.com , 916-204-7522
Date of Project & Description of services provided including contract amount	Nov 2023 to Nov 2028, \$310,800

Insurance

- Commercial Liability + Automobile Liability - P100.469.289.4
- Cyber Liability - C-4MBU-212166-CYBER-2023
- Professional Liability - P100.468.536.4
- Worker's Compensation - 9348456-2023

Contact Info

NINA CONNELLY

2563 Waverley Street, Palo Alto, CA - 94301

📞 617-233-7510

✉️ nina@exemplifi.io

🌐 www.exemplifi.io

SAM ID: JL3HSNEZENK3

GSA: 47QTCA24D0007

CAGE Code: 91UC7

DUNS: 081352303

E-Verify: 2123407

NAICS Codes: 541511



**REQUEST FOR BEST AND FINAL OFFER
RFP RO2667 – WEBSITE REDESIGN**

DATE BEST AND FINAL OFFERS REQUESTED: MAY 22, 2024
DUE DATE FOR BEST AND FINAL OFFER: JUNE 5, 2024 AT 5:00 P.M.

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

As part of the evaluation process, the Orange County Fire Authority is exercising the right to request a follow-up best and final offer from the top-ranking firm/s for further evaluation and consideration.

The purpose of the Best and Final Offer (BAFO) is to allow both OCFA and your firm to make any modifications to the terms of the contract before making the final decision in the award. As a result of the RFP process, your firm has been selected to participate in this process. The BAFO will further assist in making the final award.

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

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

Best Regards,

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

BEST AND FINAL PRICING PAGE

1. OCFA would like additional consideration on the following items:

- Please plan on up to 7 non-consecutive days on-site when providing your BAFO. Most on-site days will be early in the project during the project kick-off, stakeholder introductions, needs assessment and requirements gathering phase. Off-site meetings will generally be conducted using Microsoft Teams.
- Provide additional information regarding browsers and devices that additional Quality Assurance (QA) testing will be conducted on.
- Provide draft project plan with initial timeline and milestones.

2. Please provide additional pricing consideration utilizing the updated Fee Schedule below:

FEE SCHEDULE (UPDATED): 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. (Include on-site days as requested/necessary)	240	\$80	\$19,200
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. (Include on-site days as requested/necessary)	1200	\$80	\$96,000
Phase III – Testing/Training: Supply training materials and/or expertise to be delivered to users <i>(Provide details)</i> (Include on-site days as requested/necessary)	240	\$80	\$19,200
Other – Travel, lodging, meals, incidentals, etc. <ul style="list-style-type: none"> - Separate the travel expenses into their own line item with (flight, car, food per diem, hotel, etc.) included. - This should also include the number of people who would be traveling and their roles in the project. 			\$5,000 (Up to 7 on-site, non-consecutive days)

Annual Costs			
Description of Services	Initial Year Cost	Renewal Costs (Up to Four Renewal Years)	Extended Total
Annual licensing/ Maintenance/ Support Cost - Please describe annual licensing and maintenance/ support costs - Provide additional documentation as needed.	480	\$80	\$38,400
Total Estimated Project Cost:			

Optional Costs: Provide each optional value-added options. Add additional sheets as needed.			
Description of Services	Unit Cost	Qty	Extended Total
None			

3. Provide/attach additional information/ specifications you would like OCFA to consider.
N/A

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

June 05, 2024

Signature of Person Authorized to Sign

Date

Vinod Pabba

CEO

Printed Name

Title



**REQUEST FOR BEST AND FINAL OFFER
RFP RO2667 - WEBSITE REDESIGN**

DATE BEST AND FINAL OFFERS REQUESTED: MAY 22, 2024
DUE DATE FOR BEST AND FINAL OFFER: MAY 31, 2024 AT 11:00 A.M.

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

As part of the evaluation process, the Orange County Fire Authority is exercising the right to request a follow-up best and final offer from the top-ranking firm/s for further evaluation and consideration.

The purpose of the Best and Final Offer (BAFO) is to allow both OCFA and your firm to make any modifications to the terms of the contract before making the final decision in the award. As a result of the RFP process, your firm has been selected to participate in this process. The BAFO will further assist in making the final award.

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

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

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

BEST AND FINAL PRICING PAGE

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- Provide additional information regarding browsers and devices that additional Quality Assurance (QA) testing will be conducted on.
- Provide draft project plan with initial timeline and milestones.

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Other- Travel, lodging, meals, incidentals, etc. <ul style="list-style-type: none"> - Separate the travel expenses into their own line item with (flight, car, food per diem, hotel, etc.) included. - This should also include the number of people who would be traveling and their roles in the project. 			\$5,000 (Up to 7 on -site, non.consecutive days)

Annual Costs			
Description of Services	Initial Year Cost	Renewal Costs (Up to Four Renewal Years)	Extended Total
Annual licensing/ Maintenance/ Support Cost - Please describe annual licensing and maintenance/ support costs - Provide additional documentation as needed.	480	\$80	\$38,400
Total Estimated Project Cost:			

Optional Costs: Provide each optional value-added options. Add additional sheets as needed.			
Description of Services	Unit Cost	Qty	Extended Total
None			

3. Provide/attach additional information/ specifications you would like OCFA to consider.
N/A

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

June 05, 2024

Signature of Person Authorized to Sign

Date

Vinod Pabba

CEO

Printed Name

Title

ORANGE COUNTY FIRE AUTHORITY
RO2667 - Website Redesign/Upgrade

	Acuta Digital				Alliancetek				American Technology Consulting			
Cost Proposal	\$75,040				\$38,250				\$87,000			
Evaluators	1	2	3	4	1	2	3	4	1	2	3	4
A. Technical Specifications (35)	28.00	17.50	31.50	29.75	17.50	21.00	21.00	19.25	14.00	21.00	21.00	35
B. Qualifications (20)	18.00	12.00	0.00	20.00	16.00	10.00	0.00	13.00	14.00	14.00	0.00	20
C. Project Approach/ Customer Service (20)	18.00	12.00	16.00	20.00	10.00	10.00	2.00	13.00	14.00	16.00	16.00	20.00
D. Cost (25)	5.00	5.00	5.00	5.00	9.80	9.80	9.80	9.80	4.31	4.31	4.31	4.31034
Sum of Proposal Scores	69.00	46.50	52.50	74.75	53.30	50.80	32.80	55.05	46.31	55.31	41.31	79.3
Ranking	4	15	10	9	12	11	17	18	15	8	15	3
Written Sum of Ranking	38				58				41			
Interview (50)												
Sum of Scores w/ Interview	69.00	46.50	52.50	74.75	53.30	50.80	32.80	55.05	46.31	55.31	41.31	79.31
Ranking w/ interview	7	15	10	10	12	11	18	18	15	9	15	6
Written Sum of Ranking w/ Interview	42				59				45			

	Arkotech				Brand Institute				Exemplifi			
Cost Proposal	\$216,000.00				\$15,000				\$177,800			
Evaluators	1.00	2.00	3.00	4.00	1.00	2.00	3.00	4.00	1.00	2.00	3.00	4
A. Technical Specifications (35)	14.00	17.50	21.00	26.25	24.50	17.50	3.50	29.75	35.00	28.00	35.00	35
B. Qualifications (20)	12.00	10.00	14.00	18.00	16.00	10.00	2.00	18.00	18.00	16.00	20.00	20
C. Project Approach/ Customer Service (20)	8.00	10.00	16.00	18.00	14.00	12.00	0.00	19.00	20.00	16.00	18.00	20
D. Cost (25)	1.74	1.74	1.74	1.74	25.00	25.00	25.00	25.00	2.11	2.17	2.17	2.17
Sum of Proposal Scores	35.74	39.24	52.74	63.99	79.50	64.50	30.50	91.75	75.11	62.17	75.17	77.2
Ranking	18	18	9	15	1	5	18	1	2	6	1	5
Written Sum of Ranking	60				25				14			
Interview (50)					10	35	10	10	25	45	49	50
Sum of Scores w/ Interview	35.74	39.24	52.74	63.99	89.50	99.50	40.50	101.75	100.11	107.17	124.17	127.17
Ranking w/ interview	18	18	9	15	2	4	16	5	1	3	1	1
Written Sum of Ranking w/ Interview	60				27				6			

Short-Listed

Final sum of ranking after Best & Final Offer

RO2667 - Website Redesign/Upgrade

	Intellectlyx				Mobikasa				Planeteria			
Cost Proposal	\$160,600.00				\$207,000				\$100,050			
Evaluators	1	2	3	4	1	2	3	4	1	2	3	4
A. Technical Specifications (35)	24.50	24.50	31.50	26.25	28.00	21.00	24.50	29.75	21.00	35.00	28.00	33.95
B. Qualifications (20)	16.00	14.00	14.00	18.00	18.00	14.00	12.00	20.00	18.00	18.00	16.00	20
C. Project Approach/ Customer Service (20)	0.00	14.00	10.00	19.00	14.00	12.00	20.00	15.00	14.00	18.00	18.00	20
D. Cost (25)	2.33	2.33	2.33	2.33	1.81	1.81	1.81	1.81	3.75	3.75	3.75	3.75
Sum of Proposal Scores	42.83	54.83	57.83	65.58	61.81	48.81	58.31	66.56	56.75	74.75	65.75	77.7
Ranking	17	9	7	14	8	13	6	12	10	2	5	4
Written Sum of Ranking	47				39				21			
Interview (50)									15	35	32.5	37.5
Sum of Scores w/ Interview	42.83	54.83	57.83	65.58	61.81	48.81	58.31	66.56	71.75	109.75	98.25	115.20
Ranking w/ interview	17	10	8	14	9	13	7	12	5	2	3	3
Written Sum of Ranking w/ Interview	49				41				13			

	Promet Solutions				Red Bear Films				Right Solutions			
Cost Proposal	\$107,809.10				\$89,000				\$141,125			
Evaluators	1	2	3	4	1	2	3	4	1	2	3	4
A. Technical Specifications (35)	21.00	35.00	31.50	29.75	31.50	24.50	17.50	31.50	17.50	21.00	31.50	25.2
B. Qualifications (20)	14.00	20.00	20.00	18.00	18.00	10.00	4.00	20.00	16.00	10.00	10.00	17
C. Project Approach/ Customer Service (20)	16.00	18.00	18.00	18.00	18.00	10.00	8.00	20.00	12.00	10.00	6.00	16
D. Cost (25)	3.48	3.48	3.48	3.48	4.21	4.21	4.21	4.21	2.66	2.66	2.66	2.66
Sum of Proposal Scores	54.48	76.48	72.98	69.23	71.71	48.71	33.71	75.71	48.16	43.66	50.16	60.9
Ranking	11	1	3	11	3	14	16	8	14	16	13	16
Written Sum of Ranking	26				41				59			
Interview (50)												
Sum of Scores w/ Interview	54.48	76.48	72.98	69.23	71.71	48.71	33.71	75.71	48.16	43.66	50.16	60.86
Ranking w/ interview	11	6	5	11	6	14	17	9	14	16	13	16
Written Sum of Ranking w/ Interview	33				46				59			

Short-Listed

Final sum of ranking after Best & Final Offer

RO2667 - Website Redesign/Upgrade

	Slalom				Stellar Agency				Tino LLC			
Cost Proposal	\$494,000.00				\$264,040				\$192,090			
Evaluators	1	2	3	4	1	2	3	4	1	2	3	4
A. Technical Specifications (35)	31.50	31.50	24.50	35.00	28.00	31.50	35.00	33.95	21.00	21.00	35.00	35
B. Qualifications (20)	18.00	20.00	10.00	20.00	18.00	18.00	18.00	19.00	14.00	10.00	20.00	20
C. Project Approach/ Customer Service (20)	18.00	18.00	16.00	20.00	18.00	20.00	20.00	20.00	12.00	10.00	16.00	20
D. Cost (25)	0.76	0.76	0.76	0.76	1.42	1.42	1.42	1.42	1.95	1.95	1.95	1.95
Sum of Proposal Scores	68.26	70.26	51.26	75.76	65.42	70.92	74.42	74.37	48.95	42.95	72.95	77.0
Ranking	6	4	11	7	7	3	2	10	13	17	4	6
Written Sum of Ranking	28				22				40			
Interview (50)					20	45	47.5	50				
Sum of Scores w/ Interview	68.26	70.26	51.26	75.76	85.42	115.92	121.92	124.37	48.95	42.95	72.95	76.95
Ranking w/ interview	8	7	11	8	4	1	2	2	13	17	6	7
Written Sum of Ranking w/ Interview	34				9				43			

	Uptown Studios				vTech Solution				Wave Interactive			
Cost Proposal	\$20,900.00				\$78,000				\$73,640			
Evaluators	1	2	3	4	1	2	3	4	1	2	3	4
A. Technical Specifications (35)	17.50	17.50	21.00	21.00	24.50	24.50	24.50	25.20	31.50	24.50	24.50	35
B. Qualifications (20)	12.00	6.00	10.00	10.00	8.00	14.00	16.00	18.00	16.00	12.00	16.00	20
C. Project Approach/ Customer Service (20)	12.00	8.00	2.00	10.00	8.00	14.00	2.00	18.40	16.00	12.00	10.00	20
D. Cost (25)	17.94	17.94	17.94	17.94	4.81	4.81	4.81	4.81	5.09	5.09	5.09	5.09
Sum of Proposal Scores	59.44	49.44	50.94	58.94	45.31	57.31	47.31	66.41	68.59	53.59	55.59	80.1
Ranking	9	12	12	17	16	7	14	13	5	10	8	2
Written Sum of Ranking	50				50				25			
Interview (50)									20	45	42.5	35
Sum of Scores w/ Interview	59.44	49.44	50.94	58.94	45.31	57.31	47.31	66.41	88.59	98.59	98.09	115.09
Ranking w/ interview	10	12	12	17	16	8	14	13	3	5	4	4
Written Sum of Ranking w/ Interview	51				51				16			

Short-Listed

Final sum of ranking after Best & Final Offer



ORANGE COUNTY FIRE AUTHORITY

REQUEST FOR PROPOSAL

OCFA WEBSITE REDESIGN AND UPGRADE

January 22, 2024

RFP Number: RO2667

The Orange County Fire Authority (OCFA) is requesting proposals (RFP) from experienced and qualified firms or individuals to provide web design and implementation services for the redesign and upgrade of the OCFA website www.ocfa.org as specified herein.

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 21, 2024.**

LATE SUBMITTALS WILL NOT BE ACCEPTED.

A non-mandatory pre-proposal conference is scheduled on **Wednesday, January 31, 2024 at 10:00 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 31, 2024 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

OCFA: Orange County Fire Authority

RFP: Request for Proposals

CMS: Content Management System

SEO: Search Engine Optimization

1.2 INTRODUCTION

The Orange County Fire Authority (OCFA) is soliciting proposals from experienced and qualified firms or individuals to provide web design and implementation services for the redesign and upgrade of the current www.ocfa.org website. Audiences served by the OCFA website include but are not limited to: community residents from all cities served, local and regional businesses, visitors seeking employment, vendors seeking business opportunities with OCFA, civic groups and associations, local or regional press or media, other government agencies, and any person or agency seeking information about OCFA. The website may contain information pertaining to a variety of different audiences; the navigational architecture of the site should therefore take those audiences into consideration, making structure and ease-of-navigation among the top priorities in the website development process. Please review the RFP for additional information.

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

1.4 ESTIMATED RFP SCHEDULE

Request for Proposal Issue Date	January 22, 2024
Pre-Proposal Conference (non-mandatory)	January 31, 2024
Deadline to submit questions through Online Q&A	January 31, 2024 5:00 PM
Proposal Due Date	February 21, 2024 no later than 11:00 a.m.
Evaluation of Proposals	February 2024
Vendor Interviews (If deemed necessary)	March 2024
Contract Award	March 2024

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 WEBSITE BACKGROUND

The OCFA's web site design was developed by a third-party vendor utilizing a mix of HTML/HTML5, ASP.NET 3.0+, CSS, various JavaScript technologies and Microsoft SQL, hosted by OCFA on Microsoft Azure Cloud. All subsequent design, maintenance and updates are performed by the OCFA Information Technology section, with limited access available to employees elsewhere in the organization (mainly to upload documents).

Web-Address: <https://www.ocfa.org>

Approximate Number of pages: 110+

Current data store size: 23 GB (pdf's and images)

In 2014, OCFA went out to bid for a design-only RFP. Through the RFP process a vendor was selected to perform the needs analysis, document requirements, and provide a set of new design templates that OCFA internal staff would then use to insert existing and new content into.

1.6 PROJECT GOALS

The web site redesign and upgrade project is geared toward supporting the following OCFA objectives:

- 1.6.1. Improve the Awareness and Utilization of OCFA services and programs provided to internal and external customers
- 1.6.2. Improve the public's preparedness for catastrophic or unforeseen events
- 1.6.3. Provide technology tools that enhance training and communication, improving OCFA member's ability to conduct business in a cost-effective and efficient manner.
- 1.6.4. Provide a secure and scalable environment, where seasonal or circumstantial spikes in traffic are accommodated automatically.
- 1.6.5. Provide data analytics of usage and areas of high/low traffic for future considerations.
- 1.6.6. Allow OCFA Information Technology staff to manage solution once created without the need for a third-party on-going support contract. The technologies used should be standard and modern web technologies that are well-supported in the technology industry today and for the foreseeable future.
- 1.6.7. If hosted, OCFA should be able to manage existing integrations points between on-premise systems and the cloud-based hosted solution at all times and in real-time without needing to create a support ticket with an external vendor. Active incident feed, Twitter, Customer Portal for Online Plan Status Checking
- 1.6.8. OCFA will retain the responsibility for migrating existing content from the current website to the new website into the provided template sets provided by vendor based on agreed upon design.
- 1.6.9. Provide authorized OCFA users capabilities to upload text, pictures, links and documents to pre-defined areas of the site to streamline the process of getting updates live in a more timely manner without having to involve OCFA's Information Technology section.
- 1.6.10. Provide recommendation on whether to self-host the solution on Microsoft Azure or similar cloud-based environment or to utilize a third-party hosted solution such as WordPress, SquareSpace, or any similar vendor solution.

1.7 Specific project goals and objectives include the following:

Goal	Objectives
Provide current and relevant information to the Orange County Community	<ul style="list-style-type: none"> • Provide the ability to expose important and frequently requested information to the public • Reduce the number of calls and reports for such information
Better usability (look and feel)	<ul style="list-style-type: none"> • Better organization of data • User interface should be consistent and functional on various form factors including Apple/Android phones, tablets and PC and Apple desktops using standard and reasonable resolutions for each form factor • Contemporary look and feel between all areas of the website design • Comply with current ADA local government Title II requirements • Adopt proposed Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA technical standards
Simple navigation and logical structure	<ul style="list-style-type: none"> • Better organize information and content under logical groupings
User-friendly Content Management System	<ul style="list-style-type: none"> • The system should be understandable and usable by various power users in the organization • The system should allow power users limited access to upload/remove new documents, add links and text to pre-defined areas of the site without impacting the overall design and layout of the pages
Consistent look and feel	<ul style="list-style-type: none"> • The entire site should have a consistent look and feel. Pages should be laid out in a similar fashion and information should be listed similarly across all applicable pages

1.8 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

1.9 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference is scheduled on **10:00AM, Wednesday, January 31, 2024** 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: rothchildong@ocfa.org telephone at: (714) 573-6642 to reserve your spot.

1.10QUESTION 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 31, 2024 at 5:00 P.M.** Questions which are submitted prior to the pre-proposal conference will be addressed during the pre-proposal meeting.

1.11ADDENDUM

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.

1.12DUE DATE

Proposals will be received no later than **11:00 A.M. on Wednesday, February 21, 2024**. Late proposals will not be accepted.

1.13PROPOSAL 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: <http://www.planetbids.com/portal/portal.cfm?CompanyID=14773>

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

1.14GENERAL 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

The successful vendor will deliver a proposal that outlines a full design and implementation process from researching designs that meet the requirements of the project, providing comparable sites and examples of proposed designs, to a final design delivered in raw, template form, and implemented, fully-functioning through www.ocfa.org.

2.1 MINIMUM QUALIFICATIONS

- 2.1.1. Vendor must have been in the business of providing website design solutions for other clients with similar functions and complexity for at least five years.
- 2.1.2. Vendor must provide a client history to demonstrate that they have designed and developed at least 10 websites.
- 2.1.3. Vendor proposal must be valid for not less than one-hundred and twenty (120) days after the due date.

2.2 THE SELECTED FIRM WILL BE RESPONSIBLE FOR THE FOLLOWING:

- 2.2.1. Provide a project plan for the design and implementation of the website replacement project. The plan should include the approach and timeline for completion of the project with a delineation of tasks/activities required of OCFA staff.
- 2.2.2. Meet with the OCFA to assess specific design requirements. It is anticipated that several onsite meetings will be required.
- 2.2.3. Provide new website content information architecture that supports easy navigation to key services.
- 2.2.4. Determine a consistent look and feel for the website, including color schemes, graphic elements, and navigation tools that provide straightforward navigation within a unifying graphic theme.
- 2.2.5. Provide multiple design mockups or comps of primary website sections and layouts.
- 2.2.6. Redesign and upgrade the existing OCFA website www.ocfa.org.

2.3 THE OCFA'S RESPONSIBILITY

- 2.3.1. OCFA staff is performing the internal needs analysis with the stakeholders from across OCFA and will document our findings as a deliverable.
- 2.3.2. An OCFA representative will be designated to monitor all technical aspects and assist in administering the contract.
- 2.3.3. The OCFA will be responsible for providing the vendor with the specific information on the content of the website.
- 2.3.4. The project team, made up of OCFA departmental representatives is available as necessary to answer questions and provide resources.
- 2.3.5. The OCFA staff will provide ongoing maintenance of the information on the site.

2.4 WEB SITE DESIGN REQUIREMENTS

The design of the web site will need to meet the following requirements:

- 2.4.1. Visually appealing – Design of this site is extremely important. The OCFA is a county-wide organization that prides itself in professionalism and quality of service. The redesigned website should reflect this, while offering an easy-to-use user experience.
- 2.4.2. Common look and feel – Each section of the site should have a unified look and feel that reminds the user they are on the official web site for the OCFA. As part of this multiple page layouts (single column, multiple column, etc.) will be required, to provide a level of flexibility for staff adding pages, while keeping consistency throughout the site.
- 2.4.3. Fast-loading pages – The website must be designed with a balance of text and graphics so that the average page loads in an acceptable amount of time on the average computer of a user at home.
- 2.4.4. Easy to navigate – The site should be easy to navigate, with information grouped and presented in a logical manner. During the initial phase of the project, the successful vendor

will be asked to show how the various contents will fit into the overall site structure as dictated by the design.

- 2.4.5. Future flexibility – The site should include a flexible design template that can easily accommodate the addition of new functionality at a later date.
- 2.4.6. Mobile device support – The site design should follow the Responsive Design paradigm, allowing for a single page to scale from the small, low-resolution screens present on phones, through tablets, to full size desktop web browsers. The site design will not be divided between a desktop and mobile version.
- 2.4.7. Browser Support - The site must be accessible and useable with current versions of commonly used browsers (Chrome, Edge (chromium), Fire Fox and Safari) and degrade gracefully on older versions of those browsers where full functionality may not be present. Flashier design elements may not be present on older browsers, but the site should be fully functional with information accessible to users.
- 2.4.8. Internal Browser Support – The design of the site, especially administrative areas, should be fully compatible with current versions of Chrome, Edge, Fire Fox and Safari.
- 2.4.9. Multilingual – The OCFA supports a wide population of citizens, many of whom speak languages other than English. Over time additional languages, other than English, will be provided as translations on the site. Graphic elements containing text will need to be included in their source format (Photoshop, AI, etc), so that they may be updated in the future with additional languages as needed.
- 2.4.10. The OCFA Branding - The vendor may be required to work with the OCFA's Public Information Office to review site branding and assist in design analysis and style integration.
- 2.4.11. Navigation – The navigation structure should include common elements such as breadcrumb navigation, secondary level navigation within specific content for subject matter areas and friendly URL's.
- 2.4.12. Social Media – The design should provide integration with and links to various social media sites that the OCFA currently uses to engage the public. Such as: Facebook, Twitter and Flickr.
- 2.4.13. Browser Plugin's, Flash, Silverlight, etc. – The design should not include any features that require the use of browser plugins similar to Adobe Flash. In order to provide the best experience on all possible devices, advanced features on the site should use HTML/HTML5 and JavaScript to implement these features.
- 2.4.14. Accessibility - meet ADA/WC3 standards, and Federal Section 508 accessibility requirements. Comply with proposed WCAG v2.1, Level AA technical requirements.

2.5 DELIVERABLES DURING THE DESIGN PROCESS

- 2.5.1. Minimum of three (3) different mockups or comps early in the process to define overall direction of the design. Mockups should be full color representations of a site design created in Photoshop or similar. Sketches or wireframes will not be considered a final mockup. Subsequent revisions may be requested as needed to create a final design.
- 2.5.2. Produce the final, approved responsive web design templates electronically and with necessary instructions including documented, formatted HTML code, illustrations, color palette, navigation, taxonomy, JavaScript, CSS, graphics, iconography, graphics master files (in Photoshop or Adobe Illustrator), and a style guide for implementation of the responsive web designs.

2.6 OWNERSHIP AND INTELLECTUAL PROPERTY

- 2.6.1. All screens, graphics, domain names, content and the “look and feel” of the site developed will be the property of the OCFA, together with all layered Photoshop or other image, and files. Any type of source files, which would be necessary for the OCFA to update or change the design of the site, must be delivered at the end of the project.
- 2.6.2. All intellectual property developed in connection with the website will be owned solely by the OCFA.

- 2.6.3. In developing the website, the vendor will not infringe or violate the copyright and other intellectual property rights of third parties.
- 2.6.4. The vendor is responsible for securing various rights, licenses, clearances and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the website.
- 2.6.5. All applicable copyright notices will be displayed on the website.
- 2.6.6. OCFA reserves the right to remove any vendor promotional text such as “powered by”, “designed by” or similar marketing terms from any and all areas of the system.

2.7 DUE DATES/SCHEDULES/TIMELINES

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

2.8 REPORTS AND MEETINGS

2.8.1. REPORTS

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

2.8.2. 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.

2.8.3. 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.

2.9 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: www.ocfa.org. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Any interested Offerors without Internet access may obtain a copy of this solicitation by calling (714) 573-6640, or a copy may be picked up during regular business hours. OCFA takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming submittal non-responsive.

3.3 RESERVATION OF RIGHTS

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

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

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

3.4 AWARD SELECTION PROCESS

A response to this Request for Proposal is an offer to contract with OCFA based upon the scope of work contained in OCFA's Request for Proposal and the terms and conditions set forth in the 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 www.sam.gov.

3.11 DISCUSSIONS

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

3.12 DISQUALIFICATION OF OFFEROR(S)

If there is reason to believe that collusion exists among the Offerors, OCFA may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different

name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Reasonable grounds for believing that any Offeror is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Firm is interested. If there is reason to believe that collusion exists among the Firms, OCFA may refuse to consider Proposals from participants in such collusion. Firms shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

3.13 DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

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

Requests to resolve a dispute concerning improprieties in the proposal process prior to the solicitation due date, must be submitted not less than five (5) working days before the solicitation due date. Should a dispute arise regarding this solicitation's Recommendation for Award or Denial of Award, the request for resolution must be submitted in writing within seven (7) days after the party bringing the dispute knows or should have known the facts hereto; however in no event later than seven (7) days after issuance of the Intent to Award.

3.14 EXPERIENCE AND COMPETENCY

The successful Offeror(s) shall be skilled and regularly engaged in the general class or type of work called for under the contract. The successful Offeror(s) shall also have **no less than ten (10) years' experience in the magnitude and character of the work proposal**. Each Offeror shall provide information about experience with the proposal. To determine the degree of responsibility to be credited to the Offeror, OCFA will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most responsive and responsible Offeror(s), consideration will be given not only to the financial standing, but also to the general competency of the Offeror for the performance of the work specified in the contract documents.

3.15 FAMILIARIZATION OF SCOPE OF WORK

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

3.16 INDEMNIFICATION

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

3.17 INQUIRIES

Any question related to the Request for Proposal shall be directed to Assistant Purchasing Agent, Sara Kennedy. Questions and comments regarding this solicitation must be submitted via PlanetBids, no later than the stated Q&A deadline. The inquirer's company name, address, phone and fax number, and contact person must be included with the questions or comments. Any correspondence related to a

solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding. Answers will be released via addendum through PlanetBids and notification will be sent to prospective bidders who have downloaded the bid documents.

3.18 LATE PROPOSALS

Late proposals will be rejected and not opened.

3.19 NEGOTIATIONS

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

3.20 OBJECTIONS

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

3.21 OFFER AND ACCEPTANCE PERIOD

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

3.22 PRE-PROPOSAL CONFERENCE

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

3.23 PREPARATION OF PROPOSAL

- All proposals shall incorporate the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- The Proposal form and any solicitation amendments must be signed and returned with the proposal. The forms submitted shall be signed by a person authorized to submit an offer. An authorized signature on the Proposal form, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to provide services specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

- Periods of time, stated as 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:

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

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

4.3 PHASE TWO EVALUATION CRITERIA: INTERVIEW & REFERENCES

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 Rothchild Ong, Assistant Purchasing Agent, OCFA Purchasing Department, and should, at a minimum, contain the following:

- a. Identification of Proposer, including name, address, and telephone number.
- b. A **brief** summary of the Offeror's understanding of the objectives outlined in the scope of work with a commitment to provide the equipment and services in accordance with its proposal and the terms and conditions of any contract, which may be awarded pursuant to this RFP.
- c. A brief statement describing how your firm meets the minimum qualifications outlined in Section 2.1.
- 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 RO2667– OCFA Website Redesign & Upgrade, 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:** _____

EXHIBIT C: OFFEROR'S INFORMATION

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

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

FIRM'S LEGAL NAME: _____

FIRM PARENT OR OWNERSHIP: _____

ADDRESS: _____

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

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

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

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: _____

LENGTH OF TIME AT CURRENT LOCATION: _____

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

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

NAME: _____ **TITLE:** _____

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

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

NAME: _____ **TITLE:** _____

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

EXHIBIT D: IRS FORM W9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶ _____

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

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

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

EXHIBIT E: PARTY AND PARTICIPANT DISCLOSURE FORMS

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

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

**ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS**

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

PARTY DISCLOSURE

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

PARTY DISCLOSURE FORM

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

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

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

Date: _____

Signature of Party and/or Agent

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

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

Name of Member: _____**Name of Contributor (if other than Party):** _____**Date(s):** _____**Amount(s):** _____**Name of Member:** _____**Name of Contributor (if other than Party):** _____**Date(s):** _____**Amount(s):** _____**Name of Member:** _____**Name of Contributor (if other than Party):** _____**Date(s):** _____**Amount(s):** _____

PARTICIPANT (AGENT) DISCLOSURE

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

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

PARTICIPANT (AGENT) DISCLOSURE FORM

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

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

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

Date: _____

Signature of Party and/or Agent

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

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

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 newly rebranded OCFA.org website. Include a description of the equipment and processes to be used. Provide your estimated time for completion of this project. Project Schedule, should be realistic, the design, and implementation can be broken into different phases with different target dates.
 - a. What do you see as the client's role in the website development process?
 - b. How do you measure the success of the websites your firm has designed?
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 creating and rebranding websites.
2. Provide a proof of a completed and fully operational website that you created.
 - a. Include a customer contact with the description of how this integration is currently used.
3. 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 website redesign and upgrade services.
 - 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.
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 website redesign and upgrade services.
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 Estimated Project Cost:			

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

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

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.

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

EXHIBIT K: SAMPLE PROFESSIONAL SERVICES AGREEMENT

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and _____, a Corporation/Partnership/Sole Proprietorship, 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 an OCFA personnel alerting system as requested, hereinafter referred to as "Project"; and

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

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

1.2 Compliance with Law

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

1.3 Licenses and Permits

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

1.4 Familiarity with Work

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

1.5 Care of Work

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

1.6 Additional Services

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

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the Firm's Best and Final Offer dated _____, 2023 set forth in Exhibit "A," in an amount not to exceed \$_____. Firm guarantees 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 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

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

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

6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and

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

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

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

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

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

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

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

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

6.12 Indemnification.

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

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

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

7. RECORDS AND REPORTS

7.1 Reports

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

7.2 Records

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

7.3 Ownership of Documents

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

7.4 Release of Documents

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

7.5 Confidential Materials

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

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

8.2 Waiver

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to 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 Termination Prior to Expiration of Term

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

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

8.6 Termination for Default of Firm

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

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

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

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

To Firm:

[Name]
Attention: _____
[Address]

10.2 Integrated Agreement

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

10.3 Amendment

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

10.4 Severability

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

10.5 Corporate Authority

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

[Signatures on Following Page]

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Maria D. Huizar
Clerk of the Board

Date: _____

“FIRM”

FIRM NAME

Date: _____

By: _____

[Name]
[Title]

Date: _____

By: _____

[Name]
[Title]