



ORANGE COUNTY FIRE AUTHORITY

EXECUTIVE COMMITTEE

Regular Meeting

Agenda

Thursday, January 23, 2025

5:30 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

Troy Bourne, Vice Chair

Dave Shawver • Shelley Hasselbrink • Donald P. Wagner

Mark Tettemer • Phil Bacerra

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 Dave Keehn

PLEDGE OF ALLEGIANCE by Director Tettermer

ROLL CALL by Clerk of the Authority

REPORT

A. Report from the Budget and Finance Committee

PUBLIC COMMENTS

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

1. 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 November 21, 2024, Regular Meeting as submitted.

B. Monthly Investment Reports

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

On January 15, 2025, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Directors Bourne and Hasselbrink absent).

Recommended Action:

Receive and file the reports.

C. Blanket Order Extension for General Counsel Services

Submitted by: Lori Zeller, Deputy Chief/Administration and Support Bureau and Robert C. Cortez, Assistant Chief/Business Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to extend the previously approved blanket order for one additional month with Woodruff & Smart through March 31, 2025, to allow time for the Board of Directors to conduct a review of General Counsel prior to entering into a new contract renewal period.

D. Award of RFP #RO2687 for Janitorial Services

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

Recommended Action:

Approve and authorize the Purchasing Manager to issue a blanket order for Janitorial Services for an initial one-year term at an amount not to exceed \$325,000 annually, and authorize the Purchasing Manager to extend the term by up to four (4) one-year renewal periods.

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

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

Recommended Actions:

1. Approve and authorize the Purchasing Manager to increase the Professional Services Agreements with RRM Design Group and COAR Design Group for as-needed architectural, engineering and construction related professional services to an amount not to exceed \$300,000 annually per contract.
2. Approve and authorize the Purchasing Manager to increase the Professional Services Agreements with BOA, Delane Engineering, and Goss Engineering for as-needed architectural, engineering and construction related professional services to an amount not to exceed \$200,000 annually per contract.

F. Award of Contract for Security Management Services RFP SK2701

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

Recommended Action:

Approve and authorize the Purchasing Manager to award an agreement for security management services to Legacy Of Operations and Professionals (LOOP) for an initial one-year term at an amount not to exceed \$316,000 annually.

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next meeting will be a Regular Meeting of the Executive Committee on Thursday, February 27, 2025, 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

UPCOMING MEETINGS:

Human Resources Committee
Budget and Finance Committee
Operations Committee
Executive Committee

Tuesday, February 4, 2025, 12 noon
Tuesday, February 11, 2025, 11 a.m.
Tuesday, February 11, 2025, 12 noon
Thursday, February 27, 2025, 5:30 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, November 21, 2024
5:30 P.M.**

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

CALL TO ORDER

Chair O'Neill called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:31 p.m. on November 21, 2024.

INVOCATION

The Invocation was led by OCFA Chaplain Brett Peterson.

PLEDGE OF ALLEGIANCE

Director Rossini led the assembly in the Pledge of Allegiance.

ROLL CALL

Present:

John O'Neill, Chair
Troy Bourne, San Juan Capistrano, Vice Chair
Shelley Hasselbrink, Los Alamitos
Noel Hatch, Laguna Woods
Vince Rossini, Villa Park
Dave Shawver, Stanton (5:34 p.m.)
Mark Tettemer, Lake Forest
Donald P. Wagner, County of Orange

Absent: Phil Bacerra, Santa Ana

Also present were:

Brian Fennessy, Fire Chief
Deputy Chief TJ McGovern
Assistant Chief Lori Smith
Assistant Chief Rob Capobianco
Clerk of the Authority Maria D. Huizar
General Counsel David Kendig

Deputy Chief Lori Zeller
Assistant Chief Jim Ruane
Assistant Chief Tim Perkins
Assistant Chief Stephanie Holloman
Director of Communications Matt Olson

REPORT

- A. Budget and Finance Committee Chair Bourne reported at its November 13, 2024, meeting, the Committee reviewed and with a unanimous vote, forwarded the following items to the Executive Committee for approval of the recommended actions: Monthly Investment Reports, First Quarter Purchasing Report, and the First Quarter Financial Newsletter.

PUBLIC COMMENTS

None.

1. PRESENTATION(S)

None.

Director Shawver arrived at 5:34 p.m.

2. CONSENT CALENDAR

On motion of Director Tetterer and second by Director Rossini, approved 8-0 Agenda Item Nos. 2A-2G (Director Bacerra absent). Director Tetterer pulled Agenda Item No. 2H for separate consideration.

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

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

Action: Approve the Minutes for the October 24, 2024, Regular Meeting as submitted.

B. Monthly Investment Reports (FILE 11.10D2)

On November 13, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Director Chun, Patel, Sweeney and Nguyen absent).

Action: Receive and file the reports.

C. First Quarter Purchasing Report (FILE 11.10H1)

On November 13, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Director Chun, Patel, Sweeney and Nguyen absent).

Action: Receive and file the report.

D. First Quarter Financial Newsletter (FILE 15.07)

On November 13, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Director Chun, Patel, Sweeney and Nguyen absent).

Action: Receive and file the report.

E. Increase Blanket Order Contract for Diesel Engine Parts and Repair Services (FILE 19.09I)

Action: Approve and authorize the Purchasing Manager to increase the annual blanket order contract with Harbor Diesel and Equipment, Inc. for diesel parts, repairs, and related services through March 31, 2025, by \$150,000 for a total not to exceed amount of \$350,000.

F. Increase of Blanket Order Contracts for Fire Apparatus Parts and Repair Services (FILE 19.09K)

Action: Approve and authorize the Purchasing Manager to increase the annual blanket order contracts with Rincon Truck Center and Kalmikov Enterprises dba Fire Apparatus Solutions for fire apparatus parts, repairs, and related services by \$50,000 each for total not to exceed contract amounts of \$250,000 per contract.

G. Consent to Transfer – Emergency Ambulance Service, Inc. and EAS Holdings, Inc. (FILE 18.05B)

Action: Approve and authorize the Fire Chief to execute the submitted Consent to Transfer between Emergency Ambulance Services, Inc. and EAS Holdings, Inc., a California Corporation.

H. Increase to Contract with Citygate Associates, LLC for Ambulance Consulting Services (FILE 17.16)

Director Tettemer pulled this item for separate consideration.

On motion of Director Rossini and second by Director Shawver, approved 7-1 (Director Tettemer opposed and Director Bacerra absent) to approve and Authorize the Purchasing Manager to increase and extend the Professional Services Agreement with Citygate Associates, LLC by \$50,000 to an amount not to exceed \$199,916 through June 30, 2025.

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair O’Neill adjourned the meeting at 5:36 p.m. The next meeting will be a Regular Meeting of the Executive Committee on Thursday, January 23, 2025, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 23, 2025

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, 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 January 15, 2025, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 5-0 (Directors Bourne and Hasselbrink absent).

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Since the Committee did not meet in December, attached are the final investment reports for the months ending October 31, 2024, and November 30, 2024. A preliminary investment report as of December 13, 2024 is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

1. Final Investment Report – October 2024/Preliminary Report – November 2024
2. Final Investment Report – November 2024/Preliminary Report – December 2024

Orange County Fire Authority Monthly Investment Report



Final Report – October 2024

Preliminary Report – November 2024



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

October 31, 2024



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of October 2024, the size of the portfolio decreased by \$34.6 million to approximately \$200 million. Receipts for the month totaled approximately \$9.5 million, including property tax apportionment payments of \$562,000, cash contract payments of approximately \$6.5 million, and various grant reimbursement payments and charges for current services of approximately \$2.4 million. Total October cash outflows amounted to approximately \$46 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$36.1 million. The portfolio's balance is expected to increase in November as expenditures are projected to exceed revenues.

In October, the portfolio's yield to maturity (365-day equivalent) rose by 30 basis points, reaching 4.28%. The effective rate of return increased modestly by 7 basis points to 3.96%, while the average maturity of the portfolio extended by 18 days to 93 days. Interest earnings for the portfolio totaled \$708,512 for October 2024, bringing fiscal year-to-date earnings to \$3,400,218. This represents an increase of \$1,045,112 compared to the fiscal year-to-date total as of October 31, 2023.

Economic News

In October 2024, nonfarm payroll employment saw minimal growth, adding just 12,000 jobs, while the unemployment rate held steady at 4.1%. Job gains were primarily concentrated in the healthcare and government sectors. The number of unemployed individuals remained relatively unchanged at 7 million. Over the past year, average hourly earnings have increased by 4%. Driven by consistent economic growth, U.S. consumer confidence experienced its strongest monthly increase since March 2021. Notably, for the first time since July 2023, consumers expressed renewed optimism about the labor market.

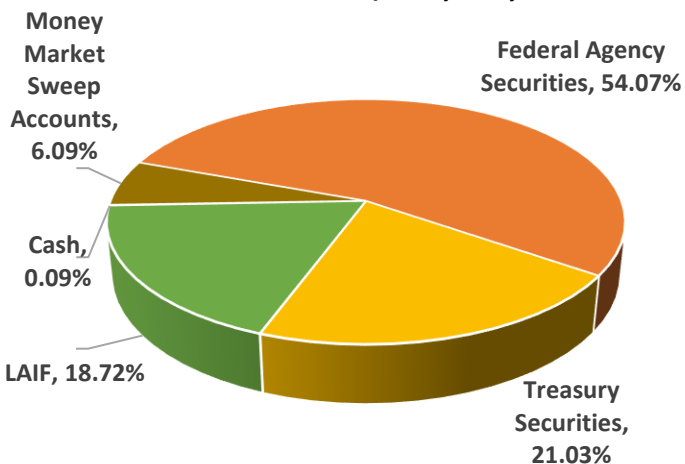
In October 2024, the Consumer Price Index (CPI) rose by 0.2% for the third consecutive month, bringing the annual inflation rate to 2.6%. Inflation was primarily driven by a 0.4% increase in shelter costs and a 0.2% rise in food prices, while the energy index remained unchanged. The Producer Price Index (PPI), a leading indicator of inflation that tracks wholesale price changes, also rose by 0.2% in October. Over the past 12 months, the PPI for final demand increased by 2.4%, signaling upstream price pressures that may eventually impact consumer prices. Retail sales grew by 0.4% in October, supported by a notable 1.6% surge in auto dealer sales. This growth reflects continued resilience in consumer spending, particularly in the automotive sector, which contributed significantly to overall retail gains. These trends underscore stable but moderate inflationary pressures and sustained consumer activity, which will be critical to monitor as we assess broader economic momentum.

On November 7, 2024, the Federal Reserve reduced its key overnight rate by 25 basis points, setting the target range at 4.50%–4.75%. This decision aligns with expectations, as recent economic indicators suggest that activity continues to expand at a solid pace. Market analysts widely anticipate one additional 25-basis-point rate cut at the Fed's final scheduled meeting of the year on December 18, 2024. This anticipated move would further support economic growth and align with the Fed's ongoing efforts to maintain balanced monetary policy amidst evolving economic conditions.

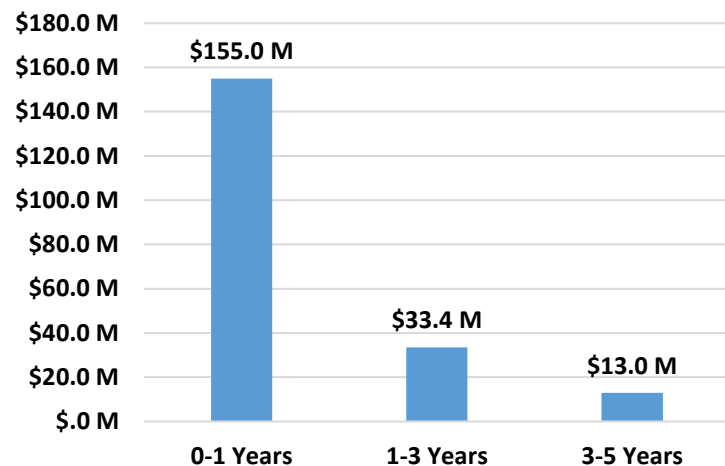


OCFA'S PORTFOLIO HAS AMPLE LIQUIDITY AND IS TRACKING ITS LAIF BENCHMARK AS OF OCTOBER 31, 2024

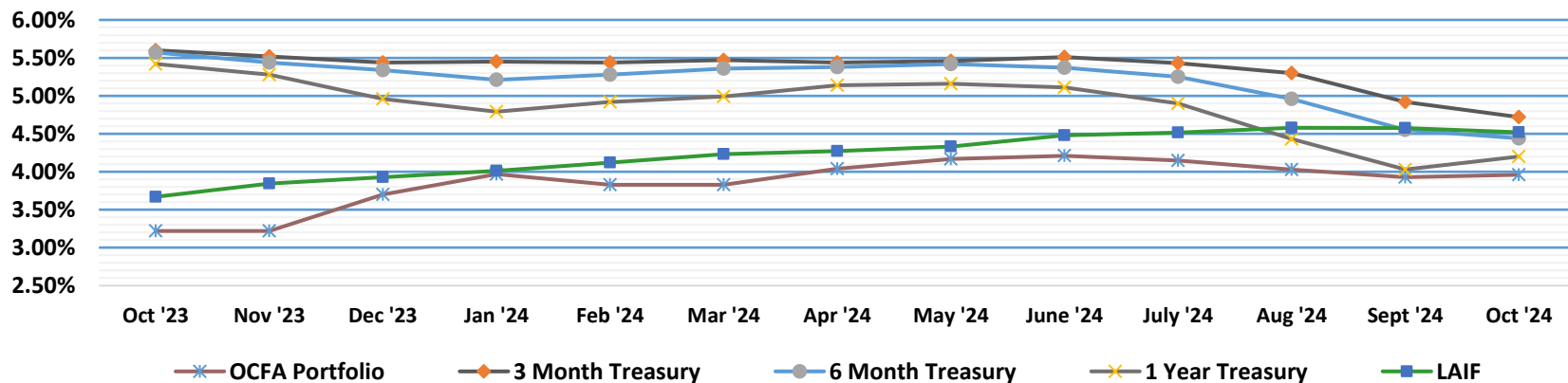
Market Value \$201,386,163



Aging Summary



13 Month Benchmarks





BENCHMARK COMPARISON AS OF OCTOBER 31, 2024

<i>3 Month T-Bill:</i>	<i>4.72%</i>	<i>1 Year T-Bill:</i>	<i>4.20%</i>
<i>6 Month T-Bill:</i>	<i>4.44%</i>	<i>LAIF:</i>	<i>4.52%</i>
<i>OCFA Portfolio:</i>		<i>3.96%</i>	

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
<i>Book Value</i>	\$200,087,642	\$234,713,637	\$162,323,806
<i>Yield to Maturity (365 day)</i>	4.28%	3.98%	3.15%
<i>Effective Rate of Return</i>	3.96%	3.89%	3.22%
<i>Days to Maturity</i>	93	75	50



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

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

Investments	Par Value	See Note 1 on page 10	See Note 2 on page 10	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
		Market Value	Book Value					
Money Mkt Mutual Funds/Cash	12,275,388.45	12,275,388.45	12,275,388.45	6.08	1	1	4.454	4.516
Federal Agency Coupon Securities	62,000,000.00	61,177,180.00	61,995,399.68	30.69	1,270	131	3.202	3.246
Federal Agency Disc. -Amortizing	48,000,000.00	47,714,480.00	47,688,730.53	23.61	205	47	5.149	5.221
Treasury Coupon Securities	9,000,000.00	8,994,240.00	9,035,683.59	4.47	384	348	3.768	3.820
Treasury Discounts -Amortizing	34,000,000.00	33,363,140.00	33,366,204.37	16.52	216	157	4.538	4.601
Local Agency Investment Funds	37,612,861.10	37,690,384.37	37,612,861.10	18.62	1	1	4.456	4.518
	202,888,249.55	201,214,812.82	201,974,267.72	100.00%	491	93	4.217	4.276

Investments

Cash and Accrued Interest

Passbook/Checking	171,350.54	171,350.54	171,350.54	1	1	0.000	0.000
(not included in yield calculations)							
Accrued Interest at Purchase		6,903.89	6,903.89				
Subtotal		178,254.43	178,254.43				
Total Cash and Investments	203,059,600.09	201,393,067.25	202,152,522.15	491	93	4.217	4.276

	October 31	Month Ending	Fiscal Year To Date
Total Earnings			
Current Year	708,512.42		3,400,218.52
Average Daily Balance	210,516,431.41		249,768,947.14
Effective Rate of Return	3.96%		4.04%

"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

11/2/25

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 202,152,522.15
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (2,064,880.43)
Total	\$ 200,087,641.72

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

CUSIP	Investment #	Issuer	Average	Purchase	Par Value	Market Value	Book Value	Stated	YTM/Call	Days to	Maturity
			Balance	Date				Rate	365	Mat./Call	Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			3,512,836.77	3,512,836.77	3,512,836.77	4.687	4.687	1	
SYS530	530	US Bancorp Sweep Account			8,762,551.68	8,762,551.68	8,762,551.68	4.448	4.448	1	
Subtotal and Average			14,763,481.87		12,275,388.45	12,275,388.45	12,275,388.45		4.516	1	
Federal Agency Coupon Securities											
3133EMWH1	1030	Federal Farm Credit Bank	(Callable 12/21/2024)	04/22/2021	3,000,000.00	2,949,630.00	3,000,332.26	0.710	0.765	20	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank	(Continuous Call)	04/28/2021	12,000,000.00	11,791,440.00	12,000,000.00	0.720	0.820	0	04/28/2025
3130B1KC0	1130	Federal Farm Credit Bank	(Callable 5/28/2025)	05/28/2024	2,000,000.00	2,007,040.00	2,000,000.00	5.250	5.250	208	05/28/2026
3133ERFU0	1131	Federal Farm Credit Bank	(Callable 11/29/2024)	05/29/2024	2,000,000.00	1,998,860.00	1,998,580.00	5.440	5.625	28	05/29/2026
3133ERJQ5	1139	Federal Farm Credit Bank	(Callable 7/03/2025)	07/11/2024	5,000,000.00	5,006,550.00	5,000,000.00	5.300	5.298	244	07/03/2028
3133ERVU2	1145	Federal Farm Credit Bank	Non-Callable	10/02/2024	3,000,000.00	2,963,070.00	2,996,487.42	3.500	3.564	700	10/02/2026
3134H1V75	1129	Fed Home Loan Mtg Corp	(Callable 5/21/2025)	05/24/2024	8,000,000.00	8,032,320.00	8,000,000.00	5.200	5.201	201	05/21/2026
3130AM6P2	1034	Fed Home Loan Bank	(Callable 1/29/2025)	04/29/2021	12,000,000.00	11,423,160.00	12,000,000.00	1.000	1.000	89	04/29/2026
3130B1PW1	1133	Fed Home Loan Bank	(Callable 3/12/2025)	06/13/2024	7,000,000.00	7,009,030.00	7,000,000.00	5.220	5.231	131	06/12/2026
3130B3HC0	1149	Fed Home Loan Bank	(Callable 1/23/2025)	10/30/2024	8,000,000.00	7,996,080.00	8,000,000.00	5.000	5.000	83	10/23/2028
Subtotal and Average			66,102,858.11		62,000,000.00	61,177,180.00	61,995,399.68		3.246	131	
Federal Agency Disc. -Amortizing											
313589AR4	1137	Fed Natl Mortg Assoc		07/11/2024	7,000,000.00	6,934,060.00	6,926,332.78	4.985	5.257	76	01/16/2025
313384M89	1113	Fed Home Loan Bank		02/29/2024	14,000,000.00	13,998,320.00	14,000,000.00	4.960	5.243	0	11/01/2024
313385AZ9	1124	Fed Home Loan Bank		05/08/2024	10,000,000.00	9,896,000.00	9,882,983.33	5.015	5.308	84	01/24/2025
313385AK2	1132	Fed Home Loan Bank		06/12/2024	5,000,000.00	4,956,550.00	4,951,097.22	5.030	5.309	70	01/10/2025
313384P52	1138	Fed Home Loan Bank		07/11/2024	7,000,000.00	6,987,750.00	6,987,032.50	5.130	5.370	13	11/14/2024
313397BL4	1147	Fed Home Loan Bank		10/23/2024	5,000,000.00	4,941,800.00	4,941,284.70	4.450	4.634	95	02/04/2025
Subtotal and Average			44,865,510.90		48,000,000.00	47,714,480.00	47,688,730.53		5.221	47	
Treasury Coupon Securities											
91282CFP1	1144	Treasury Note		09/26/2024	9,000,000.00	8,994,240.00	9,035,683.59	4.250	3.820	348	10/15/2025
Subtotal and Average			9,037,221.68		9,000,000.00	8,994,240.00	9,035,683.59		3.820	348	
Treasury Discounts -Amortizing											
912797KS5	1127	US Treasury Bill		05/23/2024	8,000,000.00	7,839,520.00	7,816,708.22	4.939	5.256	167	04/17/2025
912797MM6	1141	US Treasury Bill		09/25/2024	8,000,000.00	7,878,000.00	7,880,833.33	4.290	4.497	125	03/06/2025
912797MG9	1142	US Treasury Bill		09/25/2024	8,000,000.00	7,743,120.00	7,766,260.02	3.770	3.975	279	08/07/2025
912797LR6	1146	US Treasury Bill		10/17/2024	5,000,000.00	4,961,100.00	4,961,250.00	4.500	4.671	62	01/02/2025

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
October 31, 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											
912797NF0	1148	US Treasury Bill		10/23/2024	5,000,000.00	4,941,400.00	4,941,152.80	4.460	4.645	95	02/04/2025
Subtotal and Average			29,830,628.57		34,000,000.00	33,363,140.00	33,366,204.37		4.601	157	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			37,612,861.10	37,690,384.37	37,612,861.10	4.518	4.518	1	
Subtotal and Average			45,916,730.28		37,612,861.10	37,690,384.37	37,612,861.10		4.518	1	
Money Mkt Mutual Funds/Cash											
SYS10033	10033	Revolving Fund		07/01/2024	20,000.00	20,000.00	20,000.00		0.000	1	
SYS5	5	US Bancorp		07/01/2024	151,350.54	151,350.54	151,350.54		0.000	1	
Average Balance			0.00	Accrued Interest at Purchase		6,903.89	6,903.89			1	
				Subtotal		178,254.43	178,254.43				
Total Cash and Investments			210,516,431.41		203,059,600.09	201,393,067.25	202,152,522.15		4.276	93	

Orange County Fire Authority
In Service of Others!



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

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(11/01/2024 - 11/01/2024)	6 Maturities	0 Payments	64,059,600.09	31.85%	64,059,600.09	64,135,443.36
Aging Interval:	1 - 30 days	(11/02/2024 - 12/01/2024)	1 Maturities	0 Payments	7,000,000.00	3.47%	6,987,032.50	6,987,750.00
Aging Interval:	31 - 60 days	(12/02/2024 - 12/31/2024)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	61 - 90 days	(01/01/2025 - 01/30/2025)	4 Maturities	0 Payments	27,000,000.00	13.28%	26,721,663.33	26,747,710.00
Aging Interval:	91 - 120 days	(01/31/2025 - 03/01/2025)	2 Maturities	0 Payments	10,000,000.00	4.91%	9,882,437.50	9,883,200.00
Aging Interval:	121 - 365 days	(03/02/2025 - 11/01/2025)	6 Maturities	0 Payments	48,000,000.00	23.44%	47,499,817.42	47,195,950.00
Aging Interval:	366 - 1095 days	(11/02/2025 - 11/01/2027)	6 Maturities	0 Payments	34,000,000.00	16.60%	33,995,067.42	33,433,480.00
Aging Interval:	1096 days and after	(11/02/2027 -)	2 Maturities	0 Payments	13,000,000.00	6.46%	13,000,000.00	13,002,630.00
Total for			27 Investments	0 Payments		100.00	202,145,618.26	201,386,163.36



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 \$2,064,880.43. The adjustment for June 30, 2024, includes a decrease of \$205,731.17 to the LAIF investment and a decrease of \$1,859,149.26 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.



Local Agency Investment Fund (LAIF)

As of October 31, 2024, OCFA has \$37,612,861.10 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 September 30, 2024 is 100.2061084. When applied to OCFA's LAIF investment, the fair value is \$37,690,384.37 or \$77,523.27 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

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



Fair Value Including Accrued Interest	\$	157,419,031,424.38
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Orange County Fire Authority

Preliminary Investment Report

November 22, 2024



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
November 22, 2024

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

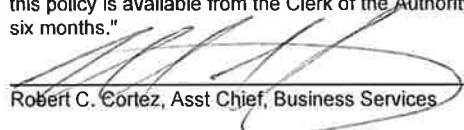
See Note 1 on page 19

See Note 2 on page 19

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
Money Mkt Mutual Funds/Cash	12,978,589.20	12,978,589.20	12,978,589.20	6.25	1	1	4.440	4.501
Federal Agency Coupon Securities	62,000,000.00	61,171,480.00	61,995,523.51	29.84	1,270	116	3.198	3.242
Federal Agency Disc. -Amortizing	40,000,000.00	39,724,940.00	39,708,099.15	19.12	158	55	4.920	4.988
Treasury Coupon Securities	9,000,000.00	8,983,350.00	9,033,427.73	4.35	384	326	3.768	3.820
Treasury Discounts -Amortizing	39,000,000.00	38,402,030.00	38,402,991.14	18.49	201	129	4.533	4.596
Local Agency Investment Funds	45,612,861.10	45,706,873.04	45,612,861.10	21.96	1	1	4.456	4.518
	208,591,450.30	206,967,262.24	207,731,491.83	100.00%	464	83	4.152	4.210
Investments								
Cash and Accrued Interest								
Passbook/Checking	71,560.30	71,560.30	71,560.30		1	1	0.000	0.000
(not included in yield calculations)								
Accrued Interest at Purchase		6,903.89	6,903.89					
Subtotal		78,464.19	78,464.19					
Total Cash and Investments	208,663,010.60	207,045,726.43	207,809,956.02		464	83	4.152	4.210

Total Earnings	November 22 Month Ending	Fiscal Year To Date
Current Year	513,588.44	3,913,806.96
Average Daily Balance	205,463,318.74	243,046,713.86
Effective Rate of Return	4.15%	4.05%

"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

11/2/25

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 207,809,956.02
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (2,064,880.43)
Total	\$ 205,745,075.59

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
November 22, 2024

See Note 1 on page 19

See Note 2 on page 19

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity Date
Money Mkt Mutual Funds/Cash										
SYS1042	1042	US Bank - Treasury Obligations			2,910,708.28	2,910,708.28	2,910,708.28	4.687	4.687	1
SYS530	530	US Bancorp Sweep Account			10,067,880.92	10,067,880.92	10,067,880.92	4.448	4.448	1
Subtotal and Average			13,726,497.06		12,978,589.20	12,978,589.20	12,978,589.20		4.501	1
Federal Agency Coupon Securities										
3133EMWH1	1030	Federal Farm Credit Bank (Callable 12/21/2024)		04/22/2021	3,000,000.00	2,953,950.00	3,000,289.26	0.710	0.748	28 04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,815,200.00	12,000,000.00	0.720	0.801	8 04/28/2025
3130B1KC0	1130	Federal Farm Credit Bank (Callable 5/28/2025)		05/28/2024	2,000,000.00	2,002,680.00	2,000,000.00	5.250	5.250	186 05/28/2026
3133ERFU0	1131	Federal Farm Credit Bank (Callable 11/29/2024)		05/29/2024	2,000,000.00	2,000,180.00	1,998,635.00	5.440	5.625	6 05/29/2026
3133ERJQ5	1139	Federal Farm Credit Bank (Callable 7/03/2025)		07/11/2024	5,000,000.00	4,998,550.00	5,000,000.00	5.300	5.298	222 07/03/2028
3133ERVU2	1145	Federal Farm Credit Bank Non-Callable		10/02/2024	3,000,000.00	2,951,310.00	2,996,599.25	3.500	3.564	678 10/02/2026
3134H1V75	1129	Fed Home Loan Mtg Corp (Callable 5/21/2025)		05/24/2024	8,000,000.00	8,033,520.00	8,000,000.00	5.200	5.201	179 05/21/2026
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2025)		04/29/2021	12,000,000.00	11,417,280.00	12,000,000.00	1.000	1.000	67 04/29/2026
3130B1PW1	1133	Fed Home Loan Bank (Callable 3/12/2025)		06/13/2024	7,000,000.00	7,012,250.00	7,000,000.00	5.220	5.231	109 06/12/2026
3130B3HC0	1149	Fed Home Loan Bank (Callable 1/23/2025)		10/30/2024	8,000,000.00	7,986,560.00	8,000,000.00	5.000	5.000	61 10/23/2028
Subtotal and Average			61,995,464.41		62,000,000.00	61,171,480.00	61,995,523.51		3.242	116
Federal Agency Disc. -Amortizing										
313589AR4	1137	Fed Natl Mortg Assoc		07/11/2024	7,000,000.00	6,952,820.00	6,947,657.50	4.985	5.257	54 01/16/2025
313589AJ2	1151	Fed Natl Mortg Assoc		11/07/2024	5,000,000.00	4,970,600.00	4,970,951.39	4.450	4.610	47 01/09/2025
313385AZ9	1124	Fed Home Loan Bank		05/08/2024	10,000,000.00	9,922,800.00	9,913,630.56	5.015	5.308	62 01/24/2025
313385AK2	1132	Fed Home Loan Bank		06/12/2024	5,000,000.00	4,970,000.00	4,966,466.67	5.030	5.309	48 01/10/2025
313397BL4	1147	Fed Home Loan Bank		10/23/2024	5,000,000.00	4,954,800.00	4,954,881.93	4.450	4.634	73 02/04/2025
313385AH9	1150	Fed Home Loan Bank		11/07/2024	8,000,000.00	7,953,920.00	7,954,511.10	4.450	4.610	46 01/08/2025
Subtotal and Average			40,268,405.11		40,000,000.00	39,724,940.00	39,708,099.15		4.988	55
Treasury Coupon Securities										
91282CFP1	1144	Treasury Note		09/26/2024	9,000,000.00	8,983,350.00	9,033,427.73	4.250	3.820	326 10/15/2025
Subtotal and Average			9,034,504.39		9,000,000.00	8,983,350.00	9,033,427.73		3.820	326
Treasury Discounts -Amortizing										
912797KS5	1127	US Treasury Bill		05/23/2024	8,000,000.00	7,862,480.00	7,840,854.44	4.939	5.256	145 04/17/2025
912797MM6	1141	US Treasury Bill		09/25/2024	8,000,000.00	7,901,520.00	7,901,806.67	4.290	4.497	103 03/06/2025
912797MG9	1142	US Treasury Bill		09/25/2024	8,000,000.00	7,758,880.00	7,784,691.13	3.770	3.975	257 08/07/2025
912797LR6	1146	US Treasury Bill		10/17/2024	5,000,000.00	4,976,200.00	4,975,000.00	4.500	4.671	40 01/02/2025
912797NF0	1148	US Treasury Bill		10/23/2024	5,000,000.00	4,956,450.00	4,954,780.57	4.460	4.645	73 02/04/2025

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
November 22, 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											
912797KA4	1152	US Treasury Bill		11/07/2024	5,000,000.00	4,946,500.00	4,945,858.33	4.380	4.561	89	02/20/2025
Subtotal and Average			37,007,404.84		39,000,000.00	38,402,030.00	38,402,991.14		4.596	129	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			45,612,861.10	45,706,873.04	45,612,861.10	4.518	4.518	1	
Subtotal and Average			43,431,042.92		45,612,861.10	45,706,873.04	45,612,861.10		4.518	1	
Total and Average			205,463,318.74		208,591,450.30	206,967,262.24	207,731,491.83		4.210	83	
Money Mkt Mutual Funds/Cash											
SYS10033	10033	Revolving Fund		07/01/2024	20,000.00	20,000.00	20,000.00		0.000	1	
SYS5	5	US Bancorp		07/01/2024	51,560.30	51,560.30	51,560.30		0.000	1	
Average Balance			0.00	Accrued Interest at Purchase		6,903.89	6,903.89			1	
				Subtotal		78,464.19	78,464.19				
Total Cash and Investments			205,463,318.74		208,663,010.60	207,045,726.43	207,809,956.02		4.210	83	

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of November 23, 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	(11/23/2024 - 11/23/2024)	5 Maturities	0 Payments	58,663,010.60	28.38%	58,663,010.60	58,757,022.54
Aging Interval: 1 - 30 days	(11/24/2024 - 12/23/2024)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 31 - 60 days	(12/24/2024 - 01/22/2025)	5 Maturities	0 Payments	30,000,000.00	14.40%	29,814,586.66	29,823,540.00
Aging Interval: 61 - 90 days	(01/23/2025 - 02/21/2025)	4 Maturities	0 Payments	25,000,000.00	11.97%	24,769,151.39	24,780,550.00
Aging Interval: 91 - 120 days	(02/22/2025 - 03/23/2025)	1 Maturities	0 Payments	8,000,000.00	3.82%	7,901,806.67	7,901,520.00
Aging Interval: 121 - 365 days	(03/24/2025 - 11/23/2025)	5 Maturities	0 Payments	40,000,000.00	19.02%	39,659,262.56	39,373,860.00
Aging Interval: 366 - 1095 days	(11/24/2025 - 11/23/2027)	6 Maturities	0 Payments	34,000,000.00	16.14%	33,995,234.25	33,417,220.00
Aging Interval: 1096 days and after	(11/24/2027 -)	2 Maturities	0 Payments	13,000,000.00	6.27%	13,000,000.00	12,985,110.00
Total for		28 Investments	0 Payments		100.00	207,803,052.13	207,038,822.54



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2024 includes a decrease of \$205,731.17 to the LAIF investment and a decrease of \$2,064,880.43, to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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

Orange County Fire Authority Monthly Investment Report



Final Report – November 2024

Preliminary Report – December 2024



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Orange County Fire Authority

Final Investment Report

November 30, 2024



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of November 2024, the size of the portfolio increased by \$23.8 million to approximately \$223.8 million. Receipts for the month totaled approximately \$78.2 million, including property tax apportionment payments of \$64 million, cash contract payments of approximately \$6.5 million, and various grant reimbursement payments and charges for current services of approximately \$7.6 million. Total November cash outflows amounted to approximately \$55.2 million. Significant disbursements for the month included three biweekly payrolls (instead of the typical two) and related benefits totaling approximately \$50.7 million. The portfolio's balance is expected to increase in December as revenues are projected to exceed expenditures.

In November, the portfolio's yield to maturity (365-day equivalent) dropped by 7 basis points to 4.21%. The effective rate of return increased by 18 basis points to 4.14%, while the average maturity of the portfolio decreased by 14 days to 79 days. Interest earnings for the portfolio totaled \$715,205 for November 2024, bringing fiscal year-to-date earnings to \$4,130,936. This represents an increase of \$1,269,264 compared to the fiscal year-to-date total as of November 30, 2023.

Economic News

In November 2024, nonfarm payroll employment saw an increase of 227,000 jobs, while the unemployment rate edged higher at 4.2%. Job gains were primarily concentrated in the healthcare, leisure and hospitality, and government sectors. The number of unemployed individuals increased slightly by 161,000 to 7.145 million. Driven by consistent economic growth, U.S. consumer confidence increased in November to its highest level since July 2023 following a decisive presidential election.

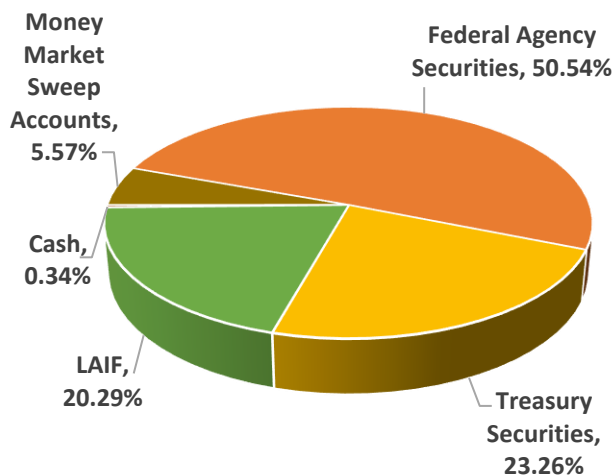
In November 2024, the Consumer Price Index (CPI) rose by 0.3% for the month, bringing the annual inflation rate to 2.7%. The CPI report solidified a rate cut by the Federal Reserve on December 18th. Inflation was primarily driven by a 0.3% increase in shelter costs which remains one of the most stubborn components of the inflation rate. The Producer Price Index (PPI), a leading indicator of inflation that tracks wholesale price changes, rose by 0.4% in November. Over the past 12 months, the PPI for final demand increased by 3%, signaling the biggest increase since February 2023. Retail sales grew by 0.7% in November, boosted by auto sales, online shopping, and sporting goods. Continued consumer resilience and an indication that the holiday shopping season is off to a strong start.

On November 7, 2024, the Federal Reserve reduced its key overnight rate by 25 basis points, setting the target range at 4.50%–4.75%. Market analysts widely anticipate one additional 25-basis-point rate cut at the Fed's final scheduled meeting of the year on December 18, 2024. This anticipated move would further support economic growth and align with the Fed's ongoing efforts to maintain balanced monetary policy amidst evolving economic conditions.

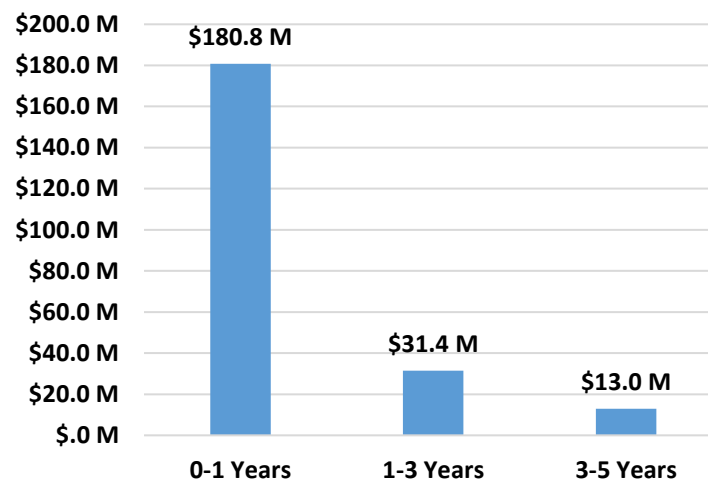


OCFA'S PORTFOLIO HAS AMPLE LIQUIDITY AND IS TRACKING ITS LAIF BENCHMARK AS OF NOVEMBER 30, 2024

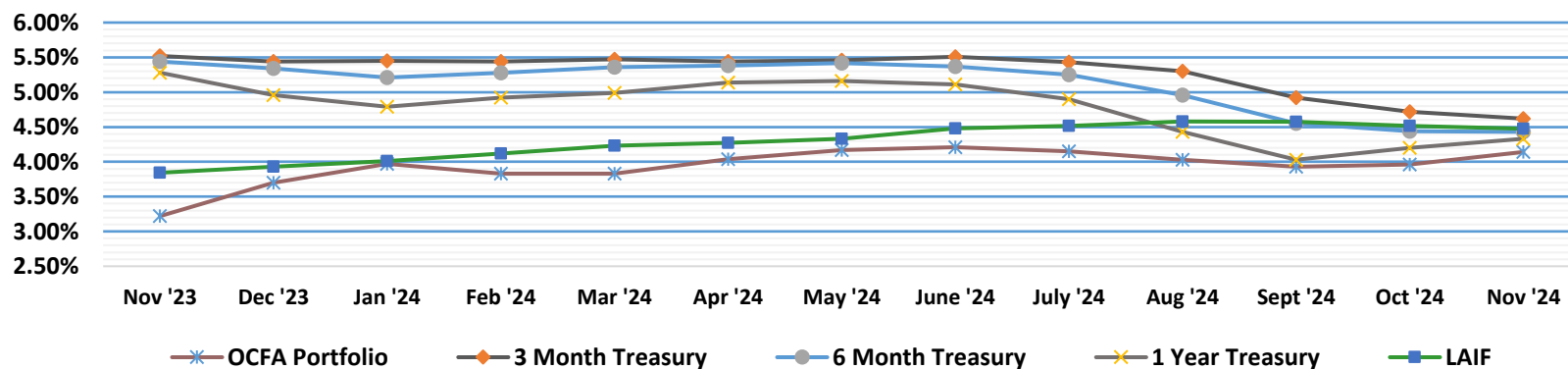
Market Value \$225,236,706



Aging Summary



13 Month Benchmarks





BENCHMARK COMPARISON AS OF NOVEMBER 30, 2024

3 Month T-Bill:	4.62%	1 Year T-Bill:	4.33%
6 Month T-Bill:	4.43%	LAIF:	4.48%
OCFA Portfolio:		4.14%	

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value	\$223,883,559	\$200,087,642	\$202,900,933
Yield to Maturity (365 day)	4.21%	4.28%	3.54%
Effective Rate of Return	4.14%	3.96%	3.22%
Days to Maturity	79	93	56



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
November 30, 2024

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

Investments	See Note 1 on page 10		See Note 2 on page 10		Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
	Par Value	Market Value	Book Value	% of Portfolio				
Money Mkt Mutual Funds/Cash	12,537,153.60	12,537,153.60	12,537,153.60	5.57	1	1	4.311	4.371
Federal Agency Coupon Securities	60,000,000.00	59,234,400.00	59,996,913.55	26.65	1,288	112	3.119	3.163
Federal Agency Disc. -Amortizing	55,000,000.00	54,597,170.00	54,590,548.61	24.24	140	58	4.804	4.871
Treasury Coupon Securities	9,000,000.00	8,989,110.00	9,032,607.42	4.01	384	318	3.768	3.820
Treasury Discounts -Amortizing	44,000,000.00	43,400,480.00	43,399,931.72	19.27	187	115	4.530	4.593
Local Agency Investment Funds	45,612,861.10	45,706,873.04	45,612,861.10	20.26	1	1	4.416	4.477
	226,150,014.70	224,465,186.64	225,170,016.00	100.00%	429	79	4.155	4.212
Investments								
Cash and Accrued Interest								
Passbook/Checking	771,519.82	771,519.82	771,519.82		1	1	0.000	0.000
(not included in yield calculations)								
Accrued Interest at Purchase		6,903.89	6,903.89					
Subtotal		778,423.71	778,423.71					
Total Cash and Investments	226,921,534.52	225,243,610.35	225,948,439.71		429	79	4.155	4.212

Total Earnings	November 30	Month Ending	Fiscal Year To Date
Current Year		715,205.93	4,130,936.39
Average Daily Balance		210,040,186.00	241,978,993.97
Effective Rate of Return		4.14%	4.07%

"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. Corlez, Asst Chief, Business Services

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 225,948,439.71
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (2,064,880.43)
Total	\$ 223,883,559.28

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

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			5,227,189.24	5,227,189.24	5,227,189.24	4.511	4.511	1	
SYS530	530	US Bancorp Sweep Account			7,309,964.36	7,309,964.36	7,309,964.36	4.271	4.271	1	
Subtotal and Average			14,981,001.20		12,537,153.60	12,537,153.60	12,537,153.60		4.371	1	
Federal Agency Coupon Securities											
3133EMWH1	1030	Federal Farm Credit Bank (Callable 12/21/2024)		04/22/2021	3,000,000.00	2,956,350.00	3,000,273.63	0.710	0.748	20	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,822,040.00	12,000,000.00	0.720	0.801	0	04/28/2025
3130B1KC0	1130	Federal Farm Credit Bank (Callable 5/28/2025)		05/28/2024	2,000,000.00	2,005,000.00	2,000,000.00	5.250	5.250	178	05/28/2026
3133ERJQ5	1139	Federal Farm Credit Bank (Callable 7/03/2025)		07/11/2024	5,000,000.00	5,003,750.00	5,000,000.00	5.300	5.298	214	07/03/2028
3133ERVU2	1145	Federal Farm Credit Bank Non-Callable		10/02/2024	3,000,000.00	2,960,850.00	2,996,639.92	3.500	3.564	670	10/02/2026
3134H1V75	1129	Fed Home Loan Mtg Corp (Callable 5/21/2025)		05/24/2024	8,000,000.00	8,037,600.00	8,000,000.00	5.200	5.201	171	05/21/2026
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2025)		04/29/2021	12,000,000.00	11,446,560.00	12,000,000.00	1.000	1.000	59	04/29/2026
3130B1PW1	1133	Fed Home Loan Bank (Callable 3/12/2025)		06/13/2024	7,000,000.00	7,004,410.00	7,000,000.00	5.220	5.231	101	06/12/2026
3130B3HC0	1149	Fed Home Loan Bank (Callable 1/23/2025)		10/30/2024	8,000,000.00	7,997,840.00	8,000,000.00	5.000	5.000	53	10/23/2028
Subtotal and Average			61,862,243.34		60,000,000.00	59,234,400.00	59,996,913.55		3.163	112	
Federal Agency Disc. -Amortizing											
313589AR4	1137	Fed Natl Mortg Assoc		07/11/2024	7,000,000.00	6,958,910.00	6,955,411.94	4.985	5.257	46	01/16/2025
313589AJ2	1151	Fed Natl Mortg Assoc		11/07/2024	5,000,000.00	4,974,950.00	4,975,895.83	4.450	4.610	39	01/09/2025
313385AZ9	1124	Fed Home Loan Bank		05/08/2024	10,000,000.00	9,931,600.00	9,924,775.00	5.015	5.308	54	01/24/2025
313385AK2	1132	Fed Home Loan Bank		06/12/2024	5,000,000.00	4,974,350.00	4,972,055.56	5.030	5.309	40	01/10/2025
313397BL4	1147	Fed Home Loan Bank		10/23/2024	5,000,000.00	4,959,250.00	4,959,826.37	4.450	4.634	65	02/04/2025
313385AH9	1150	Fed Home Loan Bank		11/07/2024	8,000,000.00	7,960,880.00	7,962,422.22	4.450	4.610	38	01/08/2025
313385CC8	1154	Fed Home Loan Bank		11/27/2024	4,000,000.00	3,959,600.00	3,960,535.01	4.385	4.555	81	02/20/2025
313385CC8	1155	Fed Home Loan Bank		11/27/2024	4,000,000.00	3,959,600.00	3,960,535.01	4.385	4.555	81	02/20/2025
313385CS3	1157	Fed Home Loan Bank		11/27/2024	7,000,000.00	6,918,030.00	6,919,091.67	4.380	4.557	95	03/06/2025
Subtotal and Average			42,103,656.36		55,000,000.00	54,597,170.00	54,590,548.61		4.871	58	
Treasury Coupon Securities											
91282CFP1	1144	Treasury Note		09/26/2024	9,000,000.00	8,989,110.00	9,032,607.42	4.250	3.820	318	10/15/2025
Subtotal and Average			9,034,094.24		9,000,000.00	8,989,110.00	9,032,607.42		3.820	318	
Treasury Discounts -Amortizing											
912797KS5	1127	US Treasury Bill		05/23/2024	8,000,000.00	7,869,680.00	7,849,634.89	4.939	5.256	137	04/17/2025
912797MM6	1141	US Treasury Bill		09/25/2024	8,000,000.00	7,908,240.00	7,909,433.33	4.290	4.497	95	03/06/2025

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
November 30, 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											
912797MG9	1142	US Treasury Bill		09/25/2024	8,000,000.00	7,770,560.00	7,791,393.35	3.770	3.975	249	08/07/2025
912797LR6	1146	US Treasury Bill		10/17/2024	5,000,000.00	4,980,650.00	4,980,000.00	4.500	4.671	32	01/02/2025
912797NF0	1148	US Treasury Bill		10/23/2024	5,000,000.00	4,960,500.00	4,959,736.13	4.460	4.645	65	02/04/2025
912797KA4	1152	US Treasury Bill		11/07/2024	5,000,000.00	4,951,200.00	4,950,725.00	4.380	4.561	81	02/20/2025
912797MJ3	1153	US Treasury Bill		11/27/2024	5,000,000.00	4,959,650.00	4,959,009.02	4.405	4.568	67	02/06/2025
Subtotal and Average			38,046,329.76		44,000,000.00	43,400,480.00	43,399,931.72		4.593	115	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			45,612,861.10	45,706,873.04	45,612,861.10	4.477	4.477	1	
Subtotal and Average			44,012,861.10		45,612,861.10	45,706,873.04	45,612,861.10		4.477	1	
Money Mkt Mutual Funds/Cash											
SYS10033	10033	Revolving Fund		07/01/2024	20,000.00	20,000.00	20,000.00		0.000	1	
SYS5	5	US Bancorp		07/01/2024	751,519.82	751,519.82	751,519.82		0.000	1	
Average Balance			0.00	Accrued Interest at Purchase		6,903.89	6,903.89			1	
				Subtotal		778,423.71	778,423.71				
Total Cash and Investments			210,040,186.00		226,921,534.52	225,243,610.35	225,948,439.71		4.212	79	

Orange County Fire Authority
In Service of Others!



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

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(12/01/2024 - 12/01/2024)	5 Maturities	0 Payments	58,921,534.52	26.20%	58,921,534.52	59,015,546.46
Aging Interval: 1 - 30 days	(12/02/2024 - 12/31/2024)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 31 - 60 days	(01/01/2025 - 01/30/2025)	6 Maturities	0 Payments	40,000,000.00	17.66%	39,770,560.55	39,781,340.00
Aging Interval: 61 - 90 days	(01/31/2025 - 03/01/2025)	6 Maturities	0 Payments	28,000,000.00	12.32%	27,750,366.54	27,749,800.00
Aging Interval: 91 - 120 days	(03/02/2025 - 03/31/2025)	2 Maturities	0 Payments	15,000,000.00	6.58%	14,828,525.00	14,826,270.00
Aging Interval: 121 - 365 days	(04/01/2025 - 12/01/2025)	5 Maturities	0 Payments	40,000,000.00	17.50%	39,673,909.29	39,407,740.00
Aging Interval: 366 - 1095 days	(12/02/2025 - 12/01/2027)	5 Maturities	0 Payments	32,000,000.00	13.97%	31,996,639.92	31,454,420.00
Aging Interval: 1096 days and after	(12/02/2027 -)	2 Maturities	0 Payments	13,000,000.00	5.77%	13,000,000.00	13,001,590.00
Total for		31 Investments	0 Payments		100.00	225,941,535.82	225,236,706.46



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 \$2,064,880.43. The adjustment for June 30, 2024, includes a decrease of \$205,731.17 to the LAIF investment and a decrease of \$1,859,149.26 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.



Local Agency Investment Fund (LAIF)

As of November 30, 2024, OCFA has \$45,612,861.10 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 September 30, 2024 is 100.2061084. When applied to OCFA's LAIF investment, the fair value is \$45,706,873.04 or \$94,011.94 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation on November 30, 2024 is included on the following page.



**State of California
Pooled Money Investment Account
Market Valuation
11/30/2024**

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	\$ 33,479,187,061.12	\$ 33,879,016,263.00	NA
Notes	\$ 47,532,340,656.74	\$ 47,522,175,967.00	\$ 417,376,746.00
Federal Agency:			
SBA	\$ 225,713,880.56	\$ 228,069,095.41	\$ 1,092,715.12
MBS-REMICs	\$ 1,264,478.32	\$ 1,262,944.51	\$ 5,516.18
Debentures	\$ 7,726,084,722.29	\$ 7,704,310,675.00	\$ 77,770,496.50
Debentures FR	\$ -	\$ -	\$ -
Debentures CL	\$ 2,400,000,000.00	\$ 2,403,781,150.00	\$ 15,631,790.50
Discount Notes	\$ 22,183,108,645.74	\$ 22,439,919,700.00	NA
Supranational Debentures	\$ 2,995,143,614.33	\$ 2,977,081,050.00	\$ 33,601,066.50
Supranational Debentures FR	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -
Bank Notes			
CDs and YCDs	\$ 13,150,000,000.00	\$ 13,153,174,578.47	\$ 200,949,590.28
Commercial Paper	\$ 9,738,446,277.76	\$ 9,848,648,722.23	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ 898,251,479.90	\$ 889,127,381.00	\$ 8,562,311.16
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 5,148,500,000.00	\$ 5,148,500,000.00	NA
PMIA & GF Loans	\$ 194,249,000.00	\$ 194,249,000.00	NA
TOTAL	\$ 145,672,289,816.76	\$ 146,389,316,526.62	\$ 754,990,232.24

Fair Value Including Accrued Interest	\$	147,144,306,758.86
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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

December 13, 2024



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
December 13, 2024

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

Investments	See Note 1 on page 19		See Note 2 on page 19		Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
	Par Value	Market Value	Book Value	% of Portfolio				
Money Mkt Mutual Funds/Cash	5,169,944.31	5,169,944.31	5,169,944.31	2.45	1	1	4.232	4.291
Federal Agency Coupon Securities	65,000,000.00	64,265,520.00	64,996,954.22	30.81	1,273	111	3.233	3.278
Federal Agency Disc. -Amortizing	55,000,000.00	54,699,940.00	54,683,005.70	25.92	140	45	4.804	4.871
Treasury Coupon Securities	9,000,000.00	8,995,050.00	9,031,274.41	4.28	384	305	3.768	3.820
Treasury Discounts -Amortizing	44,000,000.00	43,489,600.00	43,469,523.97	20.61	187	102	4.530	4.593
Local Agency Investment Funds	33,612,861.10	33,682,140.03	33,612,861.10	15.93	1	1	4.416	4.477
	211,782,805.41	210,302,194.34	210,963,563.71	100.00%	484	80	4.143	4.201
Investments								
Cash and Accrued Interest								
Passbook/Checking	29,810.80	29,810.80	29,810.80		1	1	0.000	0.000
(not included in yield calculations)								
Accrued Interest at Purchase		5,888.89	5,888.89					
Subtotal		35,699.69	35,699.69					
Total Cash and Investments	211,812,616.21	210,337,894.03	210,999,263.40		484	80	4.143	4.201

Total Earnings	December 13 Month Ending	Fiscal Year To Date
Current Year	330,501.40	4,461,437.79
Average Daily Balance	224,204,205.56	240,586,992.47
Effective Rate of Return	4.14%	4.08%

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

Robert C. Cortez, Asst Chief, Business Services

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)

\$ 210,999,263.40

GASB 31 Adjustment to Books (See Note 3 on page 19)

\$ (2,064,880.43)

Total

\$ 208,934,382.97

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
December 13, 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	Days to Mat./Call	Maturity Date		
Money Mkt Mutual Funds/Cash													
SYS1042	1042	US Bank - Treasury Obligations			422,393.94	422,393.94	422,393.94	4.511	4.511	1			
SYS530	530	US Bancorp Sweep Account			4,747,550.37	4,747,550.37	4,747,550.37	4.271	4.271	1			
Subtotal and Average			12,946,320.17		5,169,944.31	5,169,944.31	5,169,944.31		4.291	1			
Federal Agency Coupon Securities													
3133EMWH1	1030	Federal Farm Credit Bank (Callable 12/21/2024)		04/22/2021	3,000,000.00	2,961,480.00	3,000,248.22	0.710	0.748	7	04/21/2025		
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,840,880.00	12,000,000.00	0.720	0.783	18	04/28/2025		
3130B1KC0	1130	Federal Farm Credit Bank (Callable 5/28/2025)		05/28/2024	2,000,000.00	2,005,060.00	2,000,000.00	5.250	5.250	165	05/28/2026		
3133ERJQ5	1139	Federal Farm Credit Bank (Callable 7/03/2025)		07/11/2024	5,000,000.00	5,005,050.00	5,000,000.00	5.300	5.298	201	07/03/2028		
3133ERVU2	1145	Federal Farm Credit Bank Non-Callable		10/02/2024	3,000,000.00	2,959,530.00	2,996,706.00	3.500	3.564	657	10/02/2026		
3134H1V75	1129	Fed Home Loan Mtg Corp (Callable 5/21/2025)		05/24/2024	8,000,000.00	8,029,360.00	8,000,000.00	5.200	5.201	158	05/21/2026		
3134HAM91	1158	Fed Home Loan Mtg Corp (Callable 6/13/2025)		12/13/2024	5,000,000.00	4,997,000.00	5,000,000.00	4.700	4.700	181	12/13/2027		
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2025)		04/29/2021	12,000,000.00	11,468,520.00	12,000,000.00	1.000	1.000	46	04/29/2026		
3130B1PW1	1133	Fed Home Loan Bank (Callable 3/12/2025)		06/13/2024	7,000,000.00	7,003,920.00	7,000,000.00	5.220	5.231	88	06/12/2026		
3130B3HC0	1149	Fed Home Loan Bank (Callable 1/23/2025)		10/30/2024	8,000,000.00	7,994,720.00	8,000,000.00	5.000	5.000	40	10/23/2028		
Subtotal and Average			60,381,550.83		65,000,000.00	64,265,520.00	64,996,954.22		3.278	111			
Federal Agency Disc. -Amortizing													
313589AR4	1137	Fed Natl Mortg Assoc		07/11/2024	7,000,000.00	6,971,650.00	6,968,012.92	4.985	5.257	33	01/16/2025		
313589AJ2	1151	Fed Natl Mortg Assoc		11/07/2024	5,000,000.00	4,983,950.00	4,983,930.56	4.450	4.610	26	01/09/2025		
313385AZ9	1124	Fed Home Loan Bank		05/08/2024	10,000,000.00	9,950,000.00	9,942,884.72	5.015	5.308	41	01/24/2025		
313385AK2	1132	Fed Home Loan Bank		06/12/2024	5,000,000.00	4,983,350.00	4,981,137.50	5.030	5.309	27	01/10/2025		
313397BL4	1147	Fed Home Loan Bank		10/23/2024	5,000,000.00	4,968,850.00	4,967,861.10	4.450	4.634	52	02/04/2025		
313385AH9	1150	Fed Home Loan Bank		11/07/2024	8,000,000.00	7,975,280.00	7,975,277.77	4.450	4.610	25	01/08/2025		
313385CC8	1154	Fed Home Loan Bank		11/27/2024	4,000,000.00	3,967,520.00	3,966,868.90	4.385	4.555	68	02/20/2025		
313385CC8	1155	Fed Home Loan Bank		11/27/2024	4,000,000.00	3,967,520.00	3,966,868.90	4.385	4.555	68	02/20/2025		
313385CS3	1157	Fed Home Loan Bank		11/27/2024	7,000,000.00	6,931,820.00	6,930,163.33	4.380	4.557	82	03/06/2025		
Subtotal and Average			54,640,333.19		55,000,000.00	54,699,940.00	54,683,005.70		4.871	45			
Treasury Coupon Securities													
91282CFP1	1144	Treasury Note		09/26/2024	9,000,000.00	8,995,050.00	9,031,274.41	4.250	3.820	305	10/15/2025		
Subtotal and Average			9,031,889.65		9,000,000.00	8,995,050.00	9,031,274.41		3.820	305			
Treasury Discounts -Amortizing													
912797KS5	1127	US Treasury Bill		05/23/2024	8,000,000.00	7,886,480.00	7,863,903.11	4.939	5.256	124	04/17/2025		

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
December 13, 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											
912797MM6	1141	US Treasury Bill		09/25/2024	8,000,000.00	7,924,720.00	7,921,826.67	4.290	4.497	82	03/06/2025
912797MG9	1142	US Treasury Bill		09/25/2024	8,000,000.00	7,787,200.00	7,802,284.46	3.770	3.975	236	08/07/2025
912797LR6	1146	US Treasury Bill		10/17/2024	5,000,000.00	4,989,950.00	4,988,125.00	4.500	4.671	19	01/02/2025
912797NF0	1148	US Treasury Bill		10/23/2024	5,000,000.00	4,970,600.00	4,967,788.90	4.460	4.645	52	02/04/2025
912797KA4	1152	US Treasury Bill		11/07/2024	5,000,000.00	4,961,300.00	4,958,633.33	4.380	4.561	68	02/20/2025
912797MJ3	1153	US Treasury Bill		11/27/2024	5,000,000.00	4,969,350.00	4,966,962.50	4.405	4.568	54	02/06/2025
Subtotal and Average			43,437,404.46		44,000,000.00	43,489,600.00	43,469,523.97		4.593	102	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			33,612,861.10	33,682,140.03	33,612,861.10	4.477	4.477	1	
Subtotal and Average			43,766,707.25		33,612,861.10	33,682,140.03	33,612,861.10		4.477	1	
Money Mkt Mutual Funds/Cash											
SYS10033	10033	Revolving Fund		07/01/2024	20,000.00	20,000.00	20,000.00		0.000	1	
SYS5	5	US Bancorp		07/01/2024	9,810.80	9,810.80	9,810.80		0.000	1	
Average Balance			0.00	Accrued Interest at Purchase		5,888.89	5,888.89			1	
				Subtotal		35,699.69	35,699.69				
Total Cash and Investments			224,204,205.56		211,812,616.21	210,337,894.03	210,999,263.40		4.201	80	

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of December 14, 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	(12/14/2024 - 12/14/2024)	5 Maturities	0 Payments	38,812,616.21	18.49%	38,812,616.21	38,881,895.14
Aging Interval:	1 - 30 days	(12/15/2024 - 01/13/2025)	4 Maturities	0 Payments	23,000,000.00	10.90%	22,928,470.83	22,932,530.00
Aging Interval:	31 - 60 days	(01/14/2025 - 02/12/2025)	5 Maturities	0 Payments	32,000,000.00	15.13%	31,813,510.14	31,830,450.00
Aging Interval:	61 - 90 days	(02/13/2025 - 03/14/2025)	5 Maturities	0 Payments	28,000,000.00	13.19%	27,744,361.13	27,752,880.00
Aging Interval:	91 - 120 days	(03/15/2025 - 04/13/2025)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	(04/14/2025 - 12/14/2025)	5 Maturities	0 Payments	40,000,000.00	18.77%	39,697,710.20	39,471,090.00
Aging Interval:	366 - 1095 days	(12/15/2025 - 12/14/2027)	6 Maturities	0 Payments	37,000,000.00	17.34%	36,996,706.00	36,463,390.00
Aging Interval:	1096 days and after	(12/15/2027 -)	2 Maturities	0 Payments	13,000,000.00	6.18%	13,000,000.00	12,999,770.00
Total for			32 Investments	0 Payments		100.00	210,993,374.51	210,332,005.14



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, 2024 includes a decrease of \$205,731.17 to the LAIF investment and a decrease of \$2,064,880.43, 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
January 23, 2025

Agenda Item No. 2C
Consent Calendar

Blanket Order Extension for General Counsel Services

Contact(s) for Further Information

Lori Zeller, Deputy Chief Administration and Support Bureau	lorizeller@ocfa.org	714.573.6020
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Robert C. Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
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Summary

This agenda item is submitted for approval to extend the previously approved blanket order with Woodruff & Smart (Woodruff), formerly Woodruff, Spradlin & Smart (WSS), through March 31, 2025, to allow time for the Board of Directors to conduct a review of General Counsel, as they have done with prior renewals of the General Counsel contract. The Professional Services Agreement with Woodruff remains in effect unless terminated by either party with thirty-day written notice.

Prior Board/Committee Action

At its September 29, 2011 meeting, the Board of Directors approved the agreement with WSS for on-going General Counsel Services to be provided by David E. Kendig.

At its January 15, 2015 meeting, the Executive Committee approved staff to continue utilizing services provided by WSS through February 28, 2019.

At its January 24, 2019, meeting the Executive Committee approved a blanket order renewal and contract rate adjustment (from \$190 to \$215/hour) for General Counsel Services in an amount of \$525,000, with annual increases due to usage not to exceed 3%.

At its January 23, 2020, meeting, the Executive Committee approved an increase to the blanket order by \$146,610 for a new annual amount not to exceed \$675,000.

At its July 28, 2022, meeting, the Executive Committee approved a blanket order renewal effective through March 1, 2025 and contract rate adjustment (from \$215 to \$275/hour for attorneys and \$100 to \$150 for paralegals) for General Counsel Services in an amount of \$675,000, with annual increases due to usage not to exceed 3%.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to extend the previously approved blanket order for one additional month with Woodruff & Smart through March 31, 2025, to allow time for the Board of Directors to conduct a review of General Counsel prior to entering into a new contract renewal period.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is included in the FY 2024/25 Executive Management Department budget.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

Contract Award

In accordance with the Amended OCFA Joint Powers Agreement which provides that the Board shall appoint general counsel, along with Section 1-19 of OCFA Procurement Ordinance 009, the OCFA has continued to utilize Woodruff & Smart (formerly Woodruff, Spradlin & Smart) for General Counsel Services since November 1995. In 2011, a new Professional Services Agreement was entered into reflecting the change of the firm name to WSS and naming David E. Kendig as General Counsel. In May of 2023, the OCFA was notified that the firm would be changing its name to Woodruff & Smart (Woodruff). The agreement with Woodruff remains in effect unless terminated by either party with thirty-day written notice.

The functional mechanism by which these services are paid for utilizes a blanket order, which was most recently approved by the Executive Committee on July 28, 2022, effective through the next renewal date of March 1, 2025.

Current Request

In conjunction with approving the extension of the blanket order in 2022, the Executive Committee directed staff to schedule a review of General Counsel prior to the expiration of the blanket order. Due to the recently approved 2025 Board of Directors meeting calendar in which meetings now occur every other month, and the expiration of the blanket order taking place in February 2025 (a month in which Board of Directors do not have a regularly scheduled Board meeting), staff requests approval to extend the current Blanket Order for one additional month through March 31, 2025, to allow time for the review of General Counsel by the Board of Directors to take place, after which staff will return to this committee for further direction at its March meeting.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 23, 2025

Agenda Item No. 2D
Consent Calendar

Award of RFP #RO2687 for Janitorial Services

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Julie Samaniego, Construction and
Facilities Division Manager
Logistics Department

juliesamaniego@ocfa.org

714.573.6471

Summary

This agenda item seeks approval to award a contract for Janitorial Services to Executive Facilities Services, Inc., the highest-ranking vendor responding to Request for Proposals RO2687.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to issue a blanket order for Janitorial Services for an initial one-year term at an amount not to exceed \$325,000 annually, and authorize the Purchasing Manager to extend the term by up to four (4) one-year renewal periods.

Impact to Cities/County

Not Applicable.

Fiscal Impact

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

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

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

Request for Proposals (RFP) Process

On June 12, 2024 RFP RO2687 was issued and sent to 159 vendors to solicit proposals for janitorial services in order to meet OCFA department needs. A mandatory pre-proposal meeting was held on June 28, 2024, with 24 vendors attending. On August 8, 2024 the proposal due date, 18 proposals were received with three marked as non-responsive due to missing documentation.

Evaluation

An evaluation team, consisting of three staff members, evaluated the written proposals. Each proposal was evaluated based on the following weighted criteria as defined in the RFP: Method of Approach (20), Statement of Qualifications (30), Communications / Customer Service (10), and Pricing (40). Following the written proposal evaluation, the evaluation committee conducted in-person interviews with the representatives from Executive Facilities Services, Inc., Ultra Shine Inc., and CCS Facilities. Upon completion of the proposal evaluation and interviews, the top ranked firm, Executive Facilities Services, Inc., was invited to provide additional information regarding their proposal and to further negotiate the terms of the final contract.

Scoring

Final evaluation scores resulted in Executive Facilities Services, Inc. as the number one ranked contractor, which also provided the lowest pricing. Evaluation scores for responsive vendors are shown below:

Short-Listed

ORANGE COUNTY FIRE AUTHORITY RO2687 - Janitorial Services

	CCS Facilities			Executive Facilities			Ultra Shine, Inc		
Cost Proposal	\$309,828.00			\$252,027.84			\$278,986.23		
Evaluators	1	2	3	1	2	3	1	2	3
A. Method of Approach (20)	16.00	16.00	20.00	18.00	16.00	20.00	18.00	16.00	20.00
B. Statement of Qualifications (30)	27.00	24.00	15.00	27.00	24.00	27.00	27.00	21.00	27.00
C. Comm/Customer Service (10)	8.00	7.00	8.00	8.00	7.00	8.00	9.00	8.00	10.00
D. Cost (40)	31.16	31.16	31.16	38.31	38.31	38.31	34.61	34.61	34.61
Sum of Proposal Scores	82.16	78.16	74.16	91.31	85.31	93.31	88.61	79.61	91.61
Ranking	3	3	3	1	1	1	2	2	2
Written Sum of Ranking	9			3			6		
Interview (25)	10	10	10	25	25	25	12.5	12.5	12.5
Sum of Scores w/ Interview	92.16	88.16	84.16	116.31	110.31	118.31	101.11	92.11	104.11
Ranking w/ interview	3	3	3	1	1	1	2	2	2
Written Sum of Ranking w/ Interview	9			3			6		

Complete List Provided as Attachment 4

Best and Final Offer (BAFO)

In order to provide OCFA additional information regarding service levels, scheduling, and pricing consideration, a Best and Final Offer (BAFO) was requested from the number one ranked contractor, Executive Facilities Services, Inc. The vendor submitted their BAFO, dated December 6, 2024, confirming the provision of two day porters as part of their contract, ability to accommodate a schedule change, and additional pricing consideration.

Conclusion and Recommendation for Award

Based on the results of the RFP, staff is recommending the award of this contract for janitorial services to Executive Facilities Services, Inc. for an initial one-year term at an amount not to exceed \$325,000 annually, and authorize the Purchasing Manager to extend the term by up to four (4) one-year renewal periods. Potential increases in pricing for the renewal periods is limited to three percent per year or the percentage increase in the U.S. Department of Labor Producer Price Index (PPI) for Commodity data for Janitorial Services – Nonresidential Cleaning Services, 56172051, in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower. The contract annual not to exceed amount provides for scheduled services specified in the RFP

requirements for \$252,027.84, plus unscheduled as-needed services based on historical janitorial services needs.

Attachments:

1. RFP RO2687 Solicitation Document (on file in the Office of the Clerk and available upon request)
2. Proposal from Executive Facilities Services inclusive of Best and Final Offer
3. Proposed Janitorial Services Agreement
4. Complete (RFP Rankings)

Orange County Fire Authority (RFP): RO2687



August 8, 2024

Executive Facilities Services, Inc.
Central Coast – Inland Empire
– Ventura County - Orange County

Executive Facilities Services, Inc.
2201 Winston Rd.
Anaheim
844-780-2626 | Fax 951-346-3922
www.execservices.biz



EXHIBIT A: LETTER OF TRANSMITTAL



August 8, 2024

Mr. Rothchild Ong
Assistant Purchasing Agent
Orange County Fire Authority Purchasing Department
1 Fire Authority Rd. Bldg C
Irvine, CA 92602

Dear Mr. Ong,

Thank you for allowing Executive Facilities Services, Inc. (EFS, Inc.) the opportunity to present to you and your team for consideration our competitive Cost and professional Service Proposal in response to RFP: RO2687.

Since 2004, EFS Inc. has worked very hard to established a track record of meeting and exceeding our clients' expectations each day. The quality of our nightly janitorial services, dayporter services and the additional facility services we provide, the expertise of our staff, the performance of our front-line employees, and our excellent ongoing communications with our clients separates us from our competitors.

Our Service Proposal specifically addresses each of the items identified in the Request for Proposal identified on pages 9. EFS, Inc.'s Service Proposal clearly defines our experience and qualifications, provides evidence of responsibility and references, key personnel, work plan, communication plan, quality control process along with additional services we perform for our clients. EFS, Inc. commits to providing the equipment and services in accordance with RFP: RO2687 along with the terms and conditions of the contract if we are selected to be your janitorial service provider.

EFS, Inc. has expansive experience in providing a variety of services for our long-term partners such as the City of Costa Mesa, City of Thousand Oaks and San Bernardino County Superintendent of Schools. EFS, Inc. provides extensive services to our clients that include similar city and public facilities. This spans across several different sites including, Police departments, Fire Department Headquarters, large administrative facilities, City Halls, libraries, public works offices, maintenance shops, historical structures, and water treatment plants.

Each of our sites has different environmental regulatory requirements, scope of works, and servicing time requirements that are similar to the services outlined in RFP: RO2687, Section 2.3.

Having been in the service industry for over 40 years, I have learned that what matters to most to current and potential new clients is a quality service that exceeds expectations and is provided at a cost-effective price.

Essentially, Price and Service.

I know from strategically growing EFS, Inc. for the last 20 years that we may not be the lowest cost service provider providing a cost proposal to the Orange County Fire Authority and we fully understand the reason behind this.

We continue to see both public and the private sector service providers operating illegally by ignoring AB 5 and Labor Code 2775-2787. I have witnessed some of the negative consequences of doing so, such an individual being injured on a clients property and not having workers compensation insurance. In a case such as this, **indemenifaction** will certainly be challenged.

Executive Facilities Services, Inc. is in complete compliance with all State of California labor laws and codes including California Assembly Bill 5 and Labor Code section 2776 that covers business-to-business contracting for janitorial services.



EFS, Inc.

Also, the service providers that are operating illegally are not making the employers portion of the employee State and Federal employer payroll taxes. Individuals that would be performing janitorial services as independent contractors clearly do not meet the IRS guidelines to be classified as an Independent Contractor

The State of California has attempted to address this issue via Assembly Bill 5. (Please see attached letter from EDD dated December 13, 2019, regarding Assembly Bill 5.)

EFS, Inc. knows that to attract, train and retain quality employees, our base hourly wage will begin at \$17.00 per hour. If EFS, Inc. is the awarded service provider, we would focus on retaining and investing in each of our employees as we know they are the foundation for our success and reputation in the industry. EFS, Inc. provides health benefits and savings programs for each of our employees demonstrating our commitment to our front-line workforce.

With a strategically staffed facility located at 2201 E. Winston Rd, Suite L, Anaheim, CA 92806, EFS, Inc. is positioned for quick responses to ongoing, last minute and emergency situations brought to us by our clients. Our Orange County location alone provides quality nightly janitorial, carpet cleaning, window and upholstery cleaning, hard floor services, and disinfecting services for approximately 30 client sites. Our four operating locations located within Southern and Central California currently service approximately four-million-square feet of cleanable space per night with a labor pool of over 280 W-2 employees.

EFS, Inc. does not utilize Independent Contractors.

The density of our client sites also allows us the opportunity to increase our employees nightly labor hours and provide a higher standard of living for our employees. EFS, Inc. will not be utilizing subcontractors to complete the work outlined in the scope of work for the Orange County Fire Authority. EFS, Inc. will obtain, review and approve a criminal history/background check and drug screen for all personnel prior to their placement for work at any Orange County Fire Authority work site.

At all EFS, Inc. operating locations we maintain the correct number of staff members, front-line employees, and a casual labor force to meet our clients' ever-changing needs. Most importantly, our ongoing front line employee training and monitoring provides the ability to efficiently meet and exceed your facility needs.

EFS, Inc. will hold its rates for 180 days from the due date of the proposal, August 8, 2024.

EFS, Inc. is registered and active with DIR. DIR# JS-LR-000014832.

We look forward to having a future opportunity to work closely with the team at the Orange County Fire Authority.

Jim Ferraro
Company Owner
Executive Facilities Services, Inc. 6865 Weaver St.
Riverside, CA 92504
Office: (844) 780-2626
Cell: (909) 815-0144
Fax: (951) 346-3922
Email: jferraro@execservices.biz

RJ Storm-Larsen
Director of Business Relations Executive Facilities Services, Inc. 6865
Weaver St.
Riverside, CA 92504
Office: (844) 780-2626
Cell: (805) 705-4195
Fax: (951) 346-3922
Email: rjstorm-larsen@execservices.biz



December 13, 2019

EXECUTIVE FACILITIES SERVICES, INC.
PO BOX 1700
RIVERSIDE CA 92502-1700



Dear Employer,

On January 1, 2020, Assembly Bill 5 (AB 5) will go into effect and may impact whether your workers are treated as employees or as independent contractors under California law.

In 2018, the California Supreme Court adopted "the ABC test" in *Dynamex v. Superior Court*. Under the ABC test, a worker is considered an employee, and not an independent contractor, unless the hiring entity can demonstrate that it meets **all three** of the following requirements:

- A. The individual is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- B. The individual performs work that is outside the usual course of the hiring entity's business.
- C. The individual is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

AB 5 was signed into law to codify - or write into statute - the ABC test from the *Dynamex v. Superior Court* decision. Under AB 5, the "ABC test" must be used to determine the appropriate classification of workers in most occupations for purposes of the Labor Code, the Unemployment Insurance Code, and Industrial Welfare Commission (IWC) wage orders.

The state has launched a new website with information, including Frequently Asked Questions, to help you understand the ABC test, AB 5, and your obligations as an employer. Please visit **[Labor.ca.gov/employmentstatus](https://labor.ca.gov/employmentstatus)**, which contains information from various state entities, including:

- The **Employment Development Department (EDD)**, which is your resource for information about your obligations as a taxpayer. EDD has created payroll tax-related resources and is preparing payroll tax seminars to provide guidance for employers.
- The **Department of Industrial Relations - Division of Labor Standards Enforcement (DLSE)**, which is your resource for information about wage and hour laws.



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EXHIBIT B: CERTIFICATION OF PROPOSAL

In responding to RFP RO2687 Janitorial Services, 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 Master Agreement (Exhibit K), they must be stated in an attachment included with the offer.** Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in 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: _____ Executive Facilities Services, Inc. _____

ADDRESS: _____ 2201 E. Winston Rd. _____

CITY: _____ Anaheim _____ **STATE:** _____ CA _____ **ZIP CODE:** _____ 92806 _____

PRINTED NAME: _____ Jim Ferraro _____ **TITLE:** _____ Company Owner _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN: _____  _____ **DATE:** _____ 8/6/24 _____

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: Executive Facilities Services, Inc.

FIRM PARENT OR OWNERSHIP: _____

ADDRESS: 2201 E. Winston Rd. Anaheim, CA 92806

FIRM TELEPHONE #: (844) 780 - 2626 **FIRM FAX #:** (951) 346 - 3922

FIRM'S TAX I.D. NUMBER: 52-2445448 **INCORPORATED:** **YES** ☒ **NO** ☐

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

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: 20 years

LENGTH OF TIME AT CURRENT LOCATION: 20 years

NUMBER OF EMPLOYEES: 260 **NUMBER OF CURRENT CLIENTS:** 112

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

NAME: RJ Storm-Larsen **TITLE:** Senior Director of Business Development

TELEPHONE #: (805) 705-4195 **E-MAIL:** rjstorm-larsen@execservices.biz

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

NAME: Martin Borboa **TITLE:** Operations Manager

TELEPHONE #: (805) 889 - 4327 **E-MAIL:** Mborboa@execservices.biz

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

Request for Taxpayer Identification Number and Certification

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

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

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. Executive Facilities Services, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		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>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 6865 Weaver St.		Requester's name and address (optional)
	6 City, state, and ZIP code Riverside, CA 92504		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
5	2	-	2	4	4	5	4	4	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Debra A Ferraro</i>	Date ▶ 1/27/2024
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

EXHIBIT E: PARTY AND PARTICIPANT DISCLOSURE FORMS

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

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

**ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS**

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

PARTY DISCLOSURE

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/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 FORMParty's Name: Jim FerraroParty's Address: 2201 E. Winston Rd.Anaheim, CA 92806Party's Telephone: (844) 780 - 2626

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: 8/6/24**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 FORMPrime's Firm Name: Executive Facilities Services, Inc.Party's Name: Jim FerraroParty's Address: 2201 E. Winston Rd.Anaheim, CA 92806Party's Telephone: (844) 780 - 2626Solicitation Title and Number: RO2687

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: 8/6/2024**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

PROJECT SCHEDULE/ **WORK PLAN**



for Night Janitorial, Day Janitorial and Additional Services

In order to fully develop our approach to servicing the Orange County Fire Authority's facilities, EFS, Inc. will develop a Project Schedule/Work Plan. We have found this tool to be the most successful for ensuring excellent service for new and existing clients. The Project Schedule/Work Plan is adhered to by all members of our team. This Project Schedule/Work Plan was developed and has been tested by Jim Ferraro, Company Owner, who is actively involved in all aspects of the business. We view our Project Schedule/Work Plan as a "living document" that continues to evolve based upon our clients' site-specific requirements.

All of our Operations Managers, Supervisors, site-specific lead employees, on-site employees, and support staff play a role in our Project Schedule/Work Plan. If EFS, Inc. is awarded the contract to provide janitorial services at all of the Orange County Fire Authority, a detailed Project Schedule/Work Plan for each location will be developed. EFS, Inc.'s Project Schedule/Work Plan will strictly adhere to the scope of services that has been provided in the Request for Proposal for janitorial services for all the Orange County Fire Authority's facilities.

The Project Schedule/Work Plan will also include the site-specific needs and/or requirements that are identified during our initial site visits with a representative from the Orange County Fire Authority in order to understand all needs. We have learned from experience that this additional information is vital to a successful startup of services and for a seamless start-up for our clients.

It all begins with an initial meeting with the appropriate Orange County Fire Authority representatives and the EFS, Inc. management team to thoroughly review and discuss all aspects of the scope of services. If EFS, Inc. is awarded the contract, we will work closely with the Orange County Fire Authority staff to ensure that each location has been thoroughly cleaned and disinfected nightly.

Our Project Schedule/Work Plan will enable EFS, Inc. to create a detailed plan for performing the janitorial services that are required as per the Request for Proposal and scope of services that has been provided by the Orange County Fire Authority.

EFS, Inc. has reviewed the scope of services listed on Scope of Services and General Conditions make a detailed schedule for each building. Through our 20 years of experience, this process allows us to monitor, schedule, and perform regular additional services effectively and with little interruption to our clients. Performing additional services at each location on a semi-annual schedule will provide the Orange County Fire Authority with janitorial services that exceed their staff and residents' expectations.

EFS, Inc. has performed similar services for cities like Thousand Oaks, Oxnard, and Costa Mesa. Each of our existing clients had detailed and itemized requirements in their scope of work which EFS, Inc. has responded to accordingly. Each of our clients has a city hall, council chambers, and water facility which required additional training and services to maintain and prepare the location for resident visibility.

(Continued)



EFS, Inc. has provided a detailed breakdown of the estimated crew size and hours for each location in the work schedule provided following this section. We will utilize this work schedule to coordinate what time our employees will be at each site, and utilize the scope of work to train each employee on what each of the daily, weekly, and monthly services are that need to be completed.

Utilizing time tested and proven quality control processes, EFS, Inc. will continually monitor our employees through day and night supervision to ensure that each service is completed to a standard above the current expectations. We have implemented time tracking through an app based system that gives a clear indication of when our employees are on site, and the duration of the time on site.

EFS, Inc. has performed an in-depth wage analysis for the Orange County Fire Authority and its surrounding areas, and will be paying its employees servicing its sites at \$16.00 per hour for janitorial and \$17.00 per hour for dayporter positions, above the State of California's minimum wage.

EFS, Inc. clearly understands the importance of providing thorough janitorial services for these locations and maintains the same attention to detail day in and day out to ensure that the Orange County Fire Authority staff and citizens can be confident that the areas they are visiting have been cleaned properly.

Martin Borboa, Operations Manager, will serve as the main point of contact for the Orange County Fire Authority and its staff. Martin Borboa will be supported by Jim Ferraro, our management team members, and our administrative staff throughout the life of the contract. Martin Borboa possesses excellent communication skills, and he has learned that ongoing communication is one of the keys to success in the service industry.

APPENDIX THREE - DELIVERABLES

2.5.1 DELIVERABLES

Services are to be performed in accordance with the tables in the sections below. Frequencies noted are as follows:

Frequency Legend	
D	Daily
W	Weekly
M	Monthly
S/A	Semi-Annually

2.5.1.1 RFOTC – BUILDING A

- Nightly Cleaning
- 13 Restrooms, 2 Locker/Shower Rooms

BUILDING A				
RESTROOMS/LOCKER ROOMS/SHOWERS				
CLEANING TASKS	D	W	M	S/A
Clean and disinfect basins, toilets, and urinals	X			
Clean all chrome plumbing fixtures	X			
Sweep, dust, and damp mop floors	X			
Clean mirrors	X			
Replace urinal capsules in men's restrooms as needed	X			
Empty trash and sanitary napkin containers and replace liners	X			
Restock paper towels, toilet paper, hand soap, and seat covers	X			
Dust and spot clean metal partitions	X			
Remove fingerprints from doors, frames, light switches, and kick and push plates	X			
Dust locker tops and benches	X			
Clean and disinfect shower and locker areas	X			
Low and high dust all horizontal surfaces including sills, moldings, shelves, ducts, heating outlets, and air vents	X			
Remove graffiti using a mild detergent	X			
Clean, disinfect, and foam scrub shower stalls	X			
Wash, sanitize, and disinfect exteriors of all containers		X		
Empty, sanitize, and disinfect interior of all sanitary containers		X		
Buff waxed floors		X		
Polish all chrome on plumbing fixtures			X	
Wash wastebaskets			X	
Wash and disinfect walls and wall partitions			X	
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Strip and refinish all waxed floors				X
Wash ceiling vents				X

BUILDING A (cont.)				
JANITOR CLOSETS				
CLEANING TASKS	D	W	M	S/A
Clean sink and floor of janitor closets	X			
Stock shelves and organize neatly	X			
BREAK ROOMS				
CLEANING TASKS	D	W	M	S/A
Empty wastebaskets	X			
Clean and disinfect sinks	X			
Dust and wash all tables and chairs	X			
Refill paper towel dispensers	X			
Vacuum or sweep and mop floors	X			
Remove fingerprints and smudges from doors, walls, and counter tops	X			
Wash and disinfect wastebaskets		X		
Wash, sanitize, and disinfect all exterior surfaces and accessible appliances		X		
Low and high dust all horizontal surfaces including windowsills, ledges, moldings, shelves, picture frames, ducts, chair legs, table frames and legs		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Strip and refinish all waxed floors				X
Wash ceiling vents				X
ENTRANCE AND EXIT AREAS				
CLEANING TASKS	D	W	M	S/A
Clean debris to the immediate exterior of doors	X			
Vacuum carpet and carpet matting	X			
Sweep, dust, and damp mop hard surface floors	X			
Remove fingerprints and smudges from doors and walls	X			
Clean ashtrays	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Sweep walks, porches, ramps and exterior steps	X			
CAFETERIA				
CLEANING TASKS	D	W	M	S/A
Empty wastebaskets	X			
Clean and disinfect sinks	X			
Dust and wash all tables and chairs	X			
Sweep, dust mop, and damp mop dining room and kitchen floors	X			
Remove fingerprints and smudges from doors, walls, and counter tops nightly	X			
Fill paper towel dispensers	X			
Wash and disinfect wastebaskets		X		
Wash, sanitize, and disinfect all exterior surfaces and accessible appliances		X		

BUILDING A (cont.)				
CAFETERIA (cont.)				
CLEANING TASKS	D	W	M	S/A
Low and high dust all horizontal surfaces including windowsills, ledges, moldings, shelves, picture frames, ducts, radiators, chair legs, table frames and legs		X		
Machine scrub no wax floors			X	
Wash ceiling vents				X
LOBBIES AND RECEPTION AREAS 1ST AND 2ND FLOOR				
CLEANING TASKS	D	W	M	S/A
Empty wastebaskets	X			
Sweep, dust mop, and damp mop	X			
Buff waxed floors	X			
Remove fingerprints and smudges from doors, walls, and counter tops	X			
Vacuum carpet and carpet matting	X			
Wash and disinfect wastebaskets		X		
Low and high dust all horizontal surfaces including windowsills, ledges, moldings, shelves, picture frames, ducts, chair legs, table frames and legs		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Wash ceiling vents				X
OFFICES, CLASSROOMS, OFFICE AREAS AND CONFERENCE ROOMS				
CLEANING TASKS	D	W	M	S/A
Sweep and dust mop hard surface floors	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Clean and erase conference room white boards	X			
Clean, sanitize, and disinfect all drinking fountains	X			
Dust desks, tables, chairs, counter tops, credenzas, and office partitions		X		
Buff waxed floors		X		
Vacuum carpet and carpet matting		X		
Clean all office partition glass		X		
Vacuum upholstered furniture		X		
Low and high dust all horizontal surfaces, including windowsills, ledges, moldings, shelves, picture frames, ducts, and furniture legs		X		
Sweep, dust mop, and damp mop hard surface floors		X		
Remove fingerprints and smudges from doors, walls, and countertops		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Dust door and window frames			X	
Wash ceiling vents				X
Strip and refinish all waxed floors				X
Wash wastebaskets inside and out				X
CORRIDORS, HALLWAYS AND MAIN OFFICE THOROUGHFARES				
CLEANING TASKS	D	W	M	S/A
Dust desks, tables, chairs, counter tops, credenzas, and office partitions	X			
Vacuum carpet and carpet matting	X			

BUILDING A (cont.)				
CORRIDORS, HALLWAYS AND MAIN OFFICE THOROUGHFARES (cont.)				
CLEANING TASKS	D	W	M	S/A
Sweep, dust mop, and damp mop hard surface floors	X			
Remove fingerprints and smudges from doors, walls, and countertops	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Clean, sanitize, and disinfect all drinking fountains	X			
Buff waxed floors		X		
Clean all office partition glass		X		
Vacuum upholstered furniture		X		
Wash wastebaskets inside and out		X		
Low and high dust all horizontal surfaces, including windowsills, ledges, moldings, shelves, picture frames, ducts, and furniture legs		X		
Wash interior window glass		X		
Clean and polish door hardware		X		
Dust door window frames		X		
Dust, wipe down, and polish stainless steel areas in the elevators		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Wash ceiling vents				X
Extract cloth dividers/partitions				X
Strip and refinish all waxed floors				X
EXCLUDED AREAS OF BUILDING A				
Mail Room, HR Safe Room, EMS Supply Storage Room, Benevolent Store, all Storage Rooms, Server Rooms, Electrical Rooms, IDF Rooms, Elevator Machinery Rooms				

2.5.1.2 RFOTC – BUILDING B

- Nightly Cleaning
- 7 Restrooms

BUILDING B				
RESTROOMS/LOCKER ROOMS/SHOWERS				
CLEANING TASKS	D	W	M	S/A
Clean and disinfect basins, toilets, and urinals	X			
Clean all chrome plumbing fixtures	X			
Sweep, dust, and damp mop floors	X			
Clean mirrors	X			
Replace urinal capsules in men's restrooms as needed	X			
Empty trash and sanitary napkin containers and replace liners	X			
Restock paper towels, toilet paper, hand soap, and seat covers	X			
Dust and spot clean metal partitions	X			
Remove fingerprints from doors, frames, light switches, and kick and push plates	X			
Dust locker tops and benches	X			
Clean and disinfect shower and locker areas	X			
Low and high dust all horizontal surfaces including sills, moldings, shelves, ducts, heating outlets, and air vents	X			
Remove graffiti using a mild detergent	X			
Wash, sanitize, and disinfect exteriors of all containers		X		
Empty, sanitize, and disinfect interior of all sanitary containers		X		
Buff waxed floors		X		
Polish all chrome on plumbing fixtures			X	
Wash wastebaskets			X	
Wash and disinfect walls and wall partitions			X	
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Strip and refinish all waxed floors				X
Wash ceiling vents				X
JANITOR CLOSETS				
CLEANING TASKS	D	W	M	S/A
Clean sink and floor of janitor closets	X			
Stock shelves and organize neatly	X			
BREAK ROOMS				
CLEANING TASKS	D	W	M	S/A
Empty wastebaskets	X			
Clean and disinfect sinks	X			
Dust and wash all tables and chairs	X			
Refill paper towel dispensers	X			
Vacuum or sweep and mop floors	X			
Remove fingerprints and smudges from doors, walls, and counter tops	X			
Wash and disinfect wastebaskets		X		
Wash, sanitize, and disinfect all exterior surfaces and accessible appliances		X		

BUILDING B (cont.)				
BREAK ROOMS (cont.)				
CLEANING TASKS	D	W	M	S/A
Low and high dust all horizontal surfaces including windowsills, ledges, moldings, shelves, picture frames, ducts, chair legs, table frames and legs		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Strip and refinish all waxed floors				X
Wash ceiling vents				X
ENTRANCE AND EXIT AREAS				
CLEANING TASKS	D	W	M	S/A
Clean debris to the immediate exterior of doors	X			
Vacuum carpet and carpet matting	X			
Sweep, dust, and damp mop hard surface floors	X			
Remove fingerprints and smudges from doors and walls	X			
Clean ashtrays	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Sweep walks, porches, ramps and exterior steps	X			
KITCHEN				
CLEANING TASKS	D	W	M	S/A
Empty wastebaskets	X			
Clean and disinfect sinks	X			
Dust and wash all tables and chairs	X			
Sweep, dust mop, and damp mop dining room and kitchen floors	X			
Buff waxed floors	X			
Remove fingerprints and smudges from doors, walls, and counter tops nightly	X			
Fill paper towel dispensers	X			
Wash and disinfect wastebaskets		X		
Wash, sanitize, and disinfect all exterior surfaces		X		
Low and high dust all horizontal surfaces including windowsills, ledges, moldings, shelves, picture frames, ducts, radiators, chair legs, table frames and legs		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Strip and refinish waxed floors				X
Wash ceiling vents				X
OFFICES, CLASSROOMS, OFFICE AREAS AND CONFERENCE ROOMS				
CLEANING TASKS	D	W	M	S/A
Sweep and dust mop hard surface floors	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Clean and erase conference room white boards	X			
Clean, sanitize, and disinfect all drinking fountains	X			
Clean/sanitize desks, tables, chairs, counter tops, credenzas, and office partitions		X		

BUILDING B (cont.)				
OFFICES, CLASSROOMS, OFFICE AREAS AND CONFERENCE ROOMS (cont.)				
CLEANING TASKS	D	W	M	S/A
Buff waxed floors		X		
Vacuum carpet and carpet matting		X		
Clean all office partition glass		X		
Vacuum upholstered furniture		X		
Low and high dust all horizontal surfaces, including windowsills, ledges, moldings, shelves, picture frames, ducts, and furniture legs		X		
Sweep, dust mop, and damp mop hard surface floors		X		
Remove fingerprints and smudges from doors, walls, and countertops		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Dust door and window frames			X	
Wash ceiling vents				X
Strip and refinish all waxed floors				X
Wash wastebaskets inside and out				X
CORRIDORS, HALLWAYS AND MAIN OFFICE THOROUGHFARES				
CLEANING TASKS	D	W	M	S/A
Dust desks, tables, chairs, counter tops, credenzas, and office partitions	X			
Vacuum carpet and carpet matting	X			
Sweep, dust mop, and damp mop hard surface floors	X			
Remove fingerprints and smudges from doors, walls, and countertops	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Clean, sanitize, and disinfect all drinking fountains	X			
Buff waxed floors		X		
Clean all office partition glass		X		
Vacuum upholstered furniture		X		
Wash wastebaskets inside and out		X		
Low and high dust all horizontal surfaces, including windowsills, ledges, moldings, shelves, picture frames, ducts, and furniture legs		X		
Wash interior window glass		X		
Clean and polish door hardware		X		
Dust door window frames		X		
Dust, wipe down, and polish stainless steel areas in the elevators		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Wash ceiling vents				X
Extract cloth dividers/partitions				X
Strip and refinish all waxed floors				X
EXCLUDED AREAS OF BUILDING B				
1 st and 2 nd Floor Dormitories, Main Dispatch Area, Storage Rooms, Server Rooms, Electrical Rooms, IDF Rooms, Elevator Machinery Rooms				
***Note: The Dispatch perimeter offices, DOC, and EMS office are included in the requested services.				

2.5.1.3 RFOTC – BUILDING C

- Nightly Cleaning
- 6 Restrooms, 2 Locker/Shower Rooms
- 3 Break rooms

BUILDING C				
RESTROOMS/LOCKER ROOMS/SHOWERS				
CLEANING TASKS	D	W	M	S/A
Clean and disinfect basins, toilets, and urinals	X			
Clean all chrome plumbing fixtures	X			
Sweep, dust, and damp mop floors	X			
Clean mirrors	X			
Replace urinal capsules in men's restrooms as needed	X			
Empty trash and sanitary napkin containers and replace liners	X			
Restock paper towels, toilet paper, hand soap, and seat covers	X			
Dust and spot clean metal partitions	X			
Remove fingerprints from doors, frames, light switches, and kick and push plates	X			
Dust locker tops and benches	X			
Clean and disinfect shower and locker areas	X			
Low and high dust all horizontal surfaces including sills, moldings, shelves, ducts, heating outlets, and air vents	X			
Remove graffiti as needed using a mild detergent	X			
Clean and disinfect hand wash stations in Automotive shop	X			
Wash, sanitize, and disinfect exteriors of all containers		X		
Empty, sanitize, and disinfect interior of all sanitary containers		X		
Buff waxed floors		X		
Polish all chrome on plumbing fixtures			X	
Clean, disinfect, and foam scrub shower stalls			X	
Wash wastebaskets			X	
Wash and disinfect walls and wall partitions			X	
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Strip and refinish all waxed floors				X
Wash ceiling vents				X
JANITOR CLOSETS				
CLEANING TASKS	D	W	M	S/A
Clean sink and floor of janitor closets	X			
Stock shelves and organize neatly	X			
BREAK ROOMS				
CLEANING TASKS	D	W	M	S/A
Empty wastebaskets	X			
Clean and disinfect sinks	X			
Refill paper towel dispensers	X			
Dust and wash all tables and chairs	X			
Vacuum or sweep and mop floors	X			

BUILDING C (cont.)				
BREAK ROOMS (cont.)				
CLEANING TASKS	D	W	M	S/A
Remove fingerprints and smudges from doors, walls, and counter tops	X			
Wash and disinfect wastebaskets		X		
Wash, sanitize, and disinfect all exterior surfaces and accessible appliances		X		
Low and high dust all horizontal surfaces including windowsills, ledges, moldings, shelves, picture frames, ducts, chair legs, table frames and legs		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Strip and refinish all waxed floors				X
Wash ceiling vents				X
ENTRANCE AND EXIT AREAS				
CLEANING TASKS	D	W	M	S/A
Clean debris to the immediate exterior of doors	X			
Vacuum carpet and carpet matting	X			
Sweep, dust, and damp mop hard surface floors	X			
Remove fingerprints and smudges from doors and walls	X			
Clean ashtrays	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Sweep walks, porches, ramps and exterior steps	X			
LOBBIES AND RECEPTION AREAS				
CLEANING TASKS	D	W	M	S/A
Empty wastebaskets	X			
Sweep, dust mop, and damp mop	X			
Buff waxed floors	X			
Remove fingerprints and smudges from doors, walls, and counter tops	X			
Vacuum carpet and carpet matting	X			
Wash and disinfect wastebaskets		X		
Low and high dust all horizontal surfaces including windowsills, ledges, moldings, shelves, picture frames, ducts, chair legs, table frames and legs		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Wash ceiling vents				X
OFFICES, OFFICE AREAS AND CONFERENCE ROOMS				
CLEANING TASKS	D	W	M	S/A
Sweep and dust mop hard surface floors	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Clean and erase conference room white boards	X			
Clean, sanitize, and disinfect all drinking fountains	X			
Dust desks, tables, chairs, counter tops, credenzas, and office partitions		X		
Buff waxed floors		X		
Vacuum carpet and carpet matting		X		

BUILDING C (cont.)				
OFFICES, OFFICE AREAS AND CONFERENCE ROOMS (cont.)				
CLEANING TASKS	D	W	M	S/A
Clean all office partition glass		X		
Vacuum upholstered furniture		X		
Low and high dust all horizontal surfaces, including windowsills, ledges, moldings, shelves, picture frames, ducts, and furniture legs		X		
Sweep, dust mop, and damp mop hard surface floors		X		
Remove fingerprints and smudges from doors, walls, and countertops		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Dust door and window frames			X	
Wash ceiling vents				X
Strip and refinish all waxed floors				X
Wash wastebaskets inside and out				X
CORRIDORS, HALLWAYS AND MAIN OFFICE THOROUGHFARES				
CLEANING TASKS	D	W	M	S/A
Dust desks, tables, chairs, counter tops, credenzas, and office partitions	X			
Vacuum carpet and carpet matting	X			
Sweep, dust mop, and damp mop hard surface floors	X			
Remove fingerprints and smudges from doors, walls, and countertops	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Clean, sanitize, and disinfect all drinking fountains	X			
Buff waxed floors		X		
Clean all office partition glass		X		
Vacuum upholstered furniture		X		
Wash wastebaskets inside and out		X		
Low and high dust all horizontal surfaces, including windowsills, ledges, moldings, shelves, picture frames, ducts, and furniture legs		X		
Wash interior window glass		X		
Clean and polish door hardware		X		
Dust door window frames		X		
Dust, wipe down, and polish stainless steel areas in the elevators		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Wash ceiling vents				X
Extract cloth dividers/partitions				X
Strip and refinish all waxed floors				X
EXCLUDED AREAS OF BUILDING C				
Service Center area (West Wing, 1 st and 2 nd floors), Fleet Services automotive shop (East Wing), Storage Rooms, Server Rooms, Electrical Rooms, IDF Rooms, Elevator Machinery Rooms				

2.5.1.4 RFOTC – BUILDING D

- Nightly Cleaning
- 2 Restrooms, 3 Locker/Shower Rooms

BUILDING D				
RESTROOMS/LOCKER ROOMS/SHOWERS				
CLEANING TASKS	D	W	M	S/A
Clean and disinfect basins, toilets, and urinals	X			
Clean all chrome plumbing fixtures	X			
Clean, disinfect, and foam scrub shower stalls	X			
Sweep, dust, and damp mop floors	X			
Clean mirrors	X			
Replace urinal capsules in men's restrooms as needed	X			
Empty trash and sanitary napkin containers and replace liners	X			
Restock paper towels, toilet paper, hand soap, and seat covers	X			
Dust and spot clean metal partitions	X			
Remove fingerprints from doors, frames, light switches, and kick and push plates	X			
Dust locker tops and benches	X			
Clean and disinfect shower and locker areas	X			
Low and high dust all horizontal surfaces including sills, moldings, shelves, ducts, heating outlets, and air vents	X			
Remove graffiti using a mild detergent	X			
Wash, sanitize, and disinfect exteriors of all containers		X		
Empty, sanitize, and disinfect interior of all sanitary containers		X		
Buff waxed floors		X		
Polish all chrome on plumbing fixtures			X	
Wash wastebaskets			X	
Wash and disinfect walls and wall partitions			X	
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Strip and refinish all waxed floors				X
Wash ceiling vents				X
JANITOR CLOSETS				
CLEANING TASKS	D	W	M	S/A
Clean sink and floor of janitor closets	X			
Stock shelves and organize neatly	X			
BREAK ROOMS				
CLEANING TASKS	D	W	M	S/A
Empty wastebaskets	X			
Clean and disinfect sinks	X			
Refill paper towel dispensers	X			
Dust and wash all tables and chairs	X			
Vacuum or sweep and mop floors	X			

BUILDING D (cont.)				
BREAK ROOMS (cont.)				
CLEANING TASKS	D	W	M	S/A
Remove fingerprints and smudges from doors, walls, and counter tops	X			
Wash and disinfect wastebaskets		X		
Wash, sanitize, and disinfect all exterior surfaces and accessible appliances		X		
Low and high dust all horizontal surfaces including windowsills, ledges, moldings, shelves, picture frames, ducts, chair legs, table frames and legs		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Strip and refinish all waxed floors				X
Wash ceiling vents				X
ENTRANCE AND EXIT AREAS				
CLEANING TASKS	D	W	M	S/A
Clean debris to the immediate exterior of doors	X			
Vacuum carpet and carpet matting	X			
Sweep, dust, and damp mop hard surface floors	X			
Remove fingerprints and smudges from doors and walls	X			
Clean ashtrays	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Sweep walks, porches, ramps and exterior steps	X			
OFFICES, OFFICE AREAS AND CONFERENCE ROOMS				
CLEANING TASKS	D	W	M	S/A
Sweep and dust mop hard surface floors	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Clean and erase conference room white boards	X			
Clean, sanitize, and disinfect all drinking fountains	X			
Dust desks, tables, chairs, counter tops, credenzas, and office partitions		X		
Buff waxed floors		X		
Vacuum carpet and carpet matting		X		
Clean all office partition glass		X		
Vacuum upholstered furniture		X		
Low and high dust all horizontal surfaces, including windowsills, ledges, moldings, shelves, picture frames, ducts, and furniture legs		X		
Sweep, dust mop, and damp mop hard surface floors		X		
Remove fingerprints and smudges from doors, walls, and countertops		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Dust door and window frames			X	
Wash ceiling vents				X
Strip and refinish all waxed floors				X
Wash wastebaskets inside and out				X

BUILDING D (cont.)				
CORRIDORS, HALLWAYS AND MAIN OFFICE THOROUGHFARES				
CLEANING TASKS	D	W	M	S/A
Dust desks, tables, chairs, counter tops, credenzas, and office partitions	X			
Vacuum carpet and carpet matting	X			
Sweep, dust mop, and damp mop hard surface floors	X			
Remove fingerprints and smudges from doors, walls, and countertops	X			
Empty wastebaskets and replace liners if necessary	X			
Clean glass in entrance doors	X			
Clean, sanitize, and disinfect all drinking fountains	X			
Buff waxed floors		X		
Clean all office partition glass		X		
Vacuum upholstered furniture		X		
Wash wastebaskets inside and out		X		
Low and high dust all horizontal surfaces, including windowsills, ledges, moldings, shelves, picture frames, ducts, and furniture legs		X		
Wash interior window glass		X		
Clean and polish door hardware		X		
Dust door window frames		X		
Dust, wipe down, and polish stainless steel areas in the elevators		X		
Machine scrub no wax floors			X	
Machine scrub and refinish waxed floors			X	
Wash ceiling vents				X
Extract cloth dividers/partitions				X
Strip and refinish all waxed floors				X
EXCLUDED AREAS OF BUILDING D				
Training Grounds, Storage Rooms, Server Rooms, Electrical Rooms, IDF Rooms, Elevator Machinery Rooms				

2.5.1.5 DAY PORTER SERVICE AT RFOTC

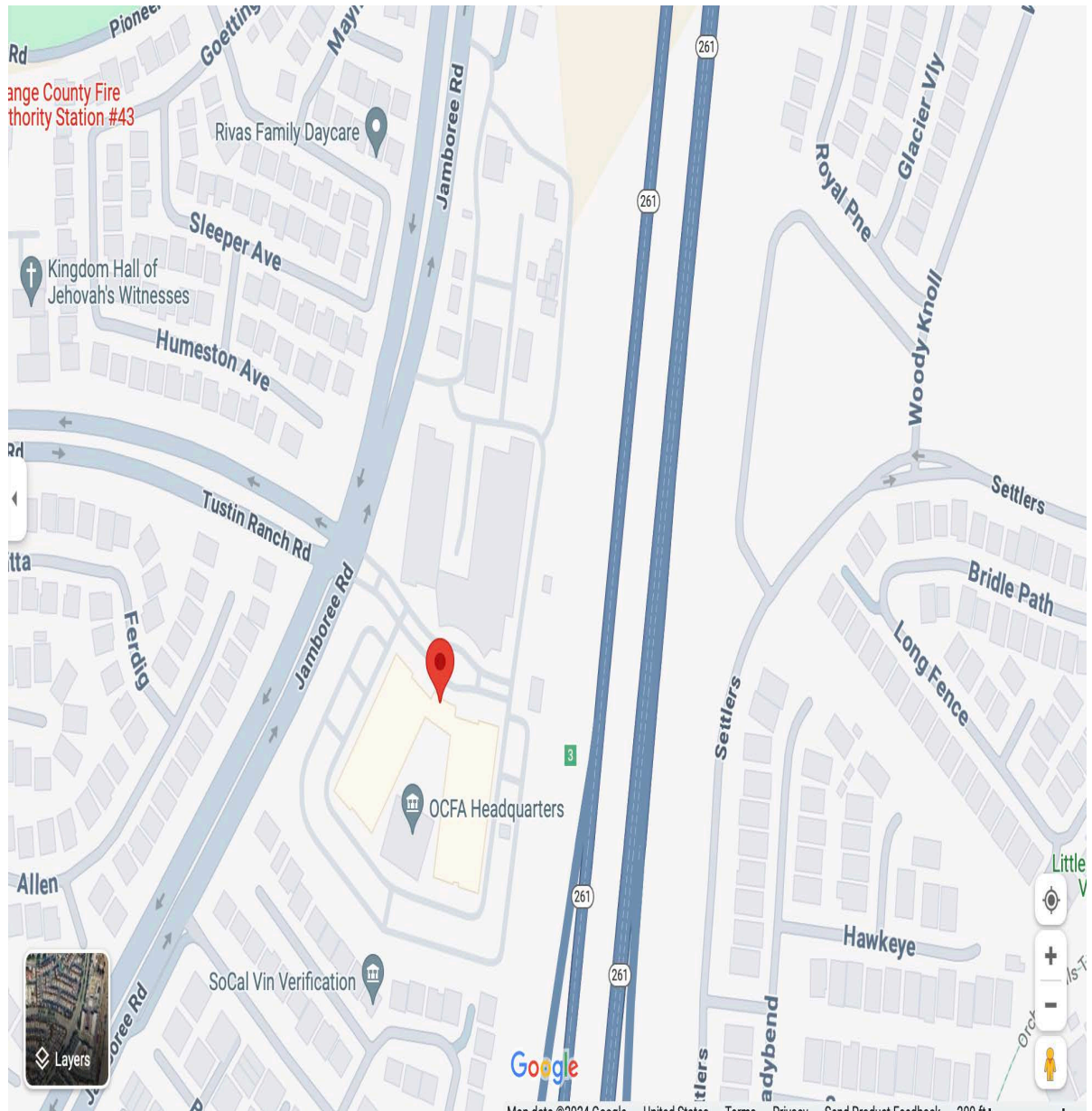
Contractor shall supply two people, one male and one female, for day support at the RFOTC location during normally scheduled working hours. The day porters shall transfer required janitorial supplies from OCFA stock to the janitor closet. In the event a day porter is sick, fails to show or otherwise unable to perform duties, contractor shall provide a day porter replacement within two hours.

Frequency Legend	
D1	Daily 1st Round
D2	Daily 2nd Round
F1	Monthly 1st Working Friday
F2	Monthly 2nd Working Friday
Q	Quarterly 1st Working Monday

DAY PORTER – ALL BUILDINGS					
RESTROOMS/LOCKER ROOMS/SHOWERS					
TASK	D1	D2	F1	F2	Q
Refill paper towels	X	X			
Refill toilet seat cover dispensers	X	X			
Refill hand soap dispenser	X	X			
Clean all sinks and wipe dry	X	X			
Clean all countertops and wipe dry	X	X			
Clean mirrors	X	X			
Refill toilet paper within stall dispensers	X	X			
Add water to floor drain	X	X			
Check and replace fluorescent lighting lamps	X	X			
Change urinal mat			X		
Change urinal cartridge				X	
Change wall mounted air fresheners					X
JANITOR CLOSETS					
TASK	D1	D2	F1	F2	Q
Stock and organize supplies for the evening cleaners		X			
BREAK ROOMS					
TASK	D1	D2	F1	F2	Q
Empty waste and recycling receptacles and dispose of properly	X	X			
Disinfect receptacles and replace liners if needed Spot clean receptacles as needed to maintain them in a clean and sanitary manner Return receptacles to original location	X	X			
Refill paper towels	X	X			
Clean all sinks and countertops and wipe dry	X	X			
Refill dish soap	X	X			
Check and replace fluorescent lighting lamps	X	X			
Clean and sanitize refrigerators			X	X	
Clean Freezers			X	X	

DAY PORTER – ALL BUILDINGS (cont.)					
ENTRANCE AND EXIT AREAS					
TASK	D1	D2	F1	F2	Q
Blow down walks, porches, ramps, and exterior steps	X				
Remove graffiti from all exterior surfaces	X				
Sweep and clean outside sidewalk surfaces	X				
Sweep and wipe clean building metal ledges	X				
LOBBIES AND RECEPTION AREAS					
TASK	D1	D2	F1	F2	Q
Clean all interior glass windows, doors and directory board glass	X	X			
Vacuum as needed	X	X			
Dust all lighting and camera lenses				X	
Clean and wipe dry all lighting outside at exit doors				X	
Check and replace fluorescent lighting lamps	X	X			
OFFICES, CLASSROOMS, OFFICE AREAS AND CONFERENCE ROOMS					
TASK	D1	D2	F1	F2	Q
Offices - As assigned by OCFA	X				
Conference Rooms - Set up Special layouts as requested	X				
Check and replace fluorescent lighting lamps	X	X			

Orange County Fire Authority Floor Plans



WORK PLAN / INITIAL SITE VISITS

STEP	DATE	ACTION	PERSON RESPONSIBLE	DUE DATE	STATUS
1		Initial site visits: develop building visitation schedule	M.Borboa / R. Morales		
2		Complete site visit	M.Borboa / R. Morales		
3		Identify site specific additional needs requirements if needed	M.Borboa / R. Morales		
4		Identify point of contact at the site	M.Borboa / R. Morales		
5		Identify important dates for the site special events, etc.	M.Borboa / R. Morales		
6		Review scope of services with facility representative if needed	M.Borboa / R. Morales		
7		Add agreed upon additional services requirements	J. Ferraro / Orange County Fire Authority		



Orange County Fire Authority

WORK PLAN / SPECIFIC FACILITY INFORMATION

STEP	DATE	ACTION	PERSON RESPONSIBLE	DUE DATE	STATUS
1		Identify location of janitorial and storage closets	M.Borboa / R. Morales		
2		Request alarm codes for facility, if needed	M.Borboa / R. Morales		
3		Identify all entry and exit points for each location	M.Borboa / R. Morales		
5		Discuss locked door and safety protocol with facility staff	M.Borboa / R. Morales		
6		Develop equipment needs list for each facility	M.Borboa / R. Morales		
7		Develop emergency contact list	M.Borboa / R. Morales		
8		Determine if additional specialty cleaning products are required for the site	M.Borboa / R. Morales		
9		Develop keys / key fob inventory the each location	M.Borboa / R. Morales		

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[illegible]



TRANSITION PLAN

Ensuring a smooth and seamless transition to a new service provider requires coordination and clear communication. Executive Facilities Services, Inc.'s Transition Plan begins well before the initiation of services. Once an award of contract occurs, EFS, Inc. will have already created a detailed list of items, meetings, and follow-up job-walks required to ensure a smooth transition on the first night of service.

Utilizing our Transition Plan strategy, we will identify key staff members at each client location to gather additional site information to enable EFS, Inc. to perform beyond the Orange County Fire Authority's expectations. Our highly experienced management team reviews all information and develops a "start-up kit" listing equipment and chemicals for each location and site. EFS, Inc. supervisors use this information to provide day and night janitorial employees with thorough training and the right equipment.

The first week can be stressful for all parties during a transition to a new service provider. EFS, Inc. will provide additional supervision from all levels of the organization to ensure that the transition goes smoothly. Through our tested process we have had countless amounts of success with single site clients, and large multi site clients. We believe in on going communication, from the award of the contract, days leading up to the start of services, and through the duration of the contract.

Our Sample Project Schedule/Work Plan contains each itemized step that will be used during the Transition Plan. We have provided a proposed timeline as reference on the sample transition plan.

Below please find some of the key elements of our Transition Plan:

1. Review meetings of scope of services with all Key Personnel
2. Conduct facility inspections with Operation Manager and Key Personnel
3. Identify and secure replacement equipment (when necessary)
4. Train location specific employees on various entry times, locations, and security protocols
5. Provide continuous training for employees on safety protocols so knowledge matches state mandated requirements
6. Review meetings with site specific staff of the scope of services
7. Conduct facility inspections with site specific staff and/or site Supervisor
8. Review floor plans with employees to identify areas of service



Orange County Fire Authority

Transition Plan

STEP	DATE	ACTION	PERSON RESPONSIBLE	DUE DATE	STATUS
1	TBD	Develop building visitation for all Orange County Fire Authority locations	M.Borboa / R. Morales	9/2/24	
2	TBD	Complete all site visits	M.Borboa / R. Morales	9/4/24	
3	TBD	Identify site specific additional needs and requirements if needed	M.Borboa / R. Morales	9/6/24	
4	TBD	Identify point of contact at each site	M.Borboa / R. Morales	9/6/24	
5	TBD	Identify important dates for each site special events, etc.	M.Borboa / R. Morales	9/6/24	
6	TBD	Finalize the service agreement between EFS, Inc. and the Orange County Fire Authority	J. Ferraro / Orange County Fire Authority	9/13/24	
7	TBD	Add agreed to additional services requirements to scope of services	M.Borboa / R. Morales	9/3/24	
8	TBD	Deliver equipment kits to each site	M.Borboa / R. Morales	Start of service	



KEY PRINCIPLES OF CUSTOMER SERVICE

Excellent, customer service is at the heart of Executive Facilities Services, Inc. Our guiding customer service principles--Reliability, Assurance, Responsiveness and Empathy--are known and practiced at every level of the organization.

Our history of providing high-quality customer service is evidenced by the many longstanding client relationships we maintain and is one of the key reasons new clients choose to work with EFS, Inc.

EFS, Inc. provides a 24-hour customer service line that is always answered by a team member, rather than an answering machine. EFS, Inc. is agile and responsive to any and all requests including those for COVID-related issues, and other emergencies and unexpected needs.

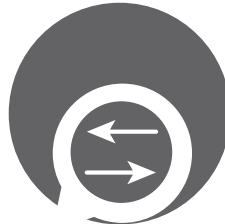
The EFS, Inc. administrative team will acknowledge all emails within two hours of receipt and provide a timeline for resolution expediently. Client requests, work orders, service challenges, or important information are quickly communicated to the respective operations manager who will provide updates on all requests.

EFS, Inc. has the proven capability to handle all requests related to the COVID-19 pandemic. Our references will demonstrate that as the pandemic continues to change the requirements for state and federal agencies, EFS, Inc. has continually met the challenge.



Reliability

- Client specifications are confirmed and adhered to
- Client communication, statements, reports, and responses are on time and accurate
- Consistent level of service and delivery importance placed on each and every client interaction



Responsiveness

- Client satisfaction is prioritized, monitored, measured, and managed
- Clients can reach a representative by phone or online 24 hours a day to get answers to questions
- Service quality issues are addressed and resolved quickly
- Clients will receive continuing updates on service challenges until the issue is fully resolved



Assurance

- Staff is familiar with procedures and technology and answers questions with accuracy
- Clients can access executive management directly at any time
- Client requirements are met in an atmosphere of calmness, capability, and enthusiasm
- Staff is well trained to respond to exceptional requests, and can think outside the box to provide answers and solutions



Empathy

- Staff are well trained to listen to customers empathetically and professionally
- Staff can analyze and solve customers
- Client issues are resolved fairly and quickly by staff advocating at higher levels



BUSINESS PERFORMANCE AND QUALITY CONTROL

Executive Facilities Services, Inc. has learned from experience that the most effective method in ensuring quality service to our clients is through routine site visits. All sites serviced by EFS, Inc. are visited by supervisors on a bi-weekly basis in addition to regular supplies delivery and inspections. Also, the Orange County Fire Authority sites will be visited by Jim Ferraro, Company Owner, Christian Ferraro, Operations Manager, Martin Borboa, Operations Manager, Rafael Morales, Day Operations Supervisor, Vicky Rivera, Senior Night Supervisor, Melanie Lopez, Night Supervisor. All operations managers and supervisors carry a smart phone so they can respond quickly to requests for required or emergency services.

During nightly visits to various sites, our staff members review and assess all aspects of the buildings included in the scope of services. If any issues are noticed by a staff member, the employee is made aware and the issues are addressed and resolved that evening. We believe that this is a foundational business practice between EFS, Inc. and its clients. It creates a fast-track line of communication between EFS, Inc. and our clients to ensure that they are receiving the highest of quality service.

EFS, Inc. has provided a sample building inspection form. During each of our site visits our management team utilizes this form to review the various areas throughout a clients facility. This information is then relayed to the employee to ensure that any areas that need improvement are addressed immediately.

- Monthly inspection reports summarize any reported issues and how they were resolved.
- Site visit schedules are developed weekly and unannounced, enabling EFS, Inc. to monitor and control the quality of service as well as interact with onsite employees on a regular basis.
- A copy of our Building Inspection form can be found on the page following this one. Each time a site is visited by an EFS, Inc. supervisor, whether it be a service issue, a supply delivery or a weekly site visit, the form is completed by the supervisor. Operations Managers review all Building Inspection forms daily/nightly to ensure that any issues are addressed and resolved.
- EFS, Inc. and its management team will ensure that each of the Orange County Fire Authority buildings remains secure during provision of services. The EFS, Inc. Operations Manager will train each employee on the proper door locking etiquette and alarm system protocols, and verify that all protocols are being followed.
- EFS, Inc. has the responsibility of categorizing and storing highly specialized keys, access cards, and key fobs for clients. As can be seen from our current client list provided with the proposal, EFS, Inc. works with several cities, municipalities, and private and public entities. We store all client keys in a locked key box at our location in our headquarters's location in Riverside. This facility has 24-hour surveillance and an alarm system.
- EFS, Inc. will not duplicate keys to any of the Orange County Fire Authority without permission.



Building Inspection Sheet

<div>  <h2>BUILDING INSPECTION FORM</h2> </div>												
Site:			Classroom:			Supervisor:						
Custodial Services												
(Place a check mark in the column after each entry to indicate the quality of work performed)												
AREAS AND OPERATIONS		RATING			AREAS AND OPERATIONS		RATING					
		ABOVE	AVERAGE	BELOW			ABOVE	AVERAGE	BELOW			
FLOORS	MOPPING				HALLWAY/COMMONS	DOORING/DOORTRIPS						
	SWEEPING					RAILINGS						
	WAXING					WRELS						
TOILETS	FLOORS	MOPPING				HALLWAY/COMMONS	HANDSTAMPS					
		SWEEPING					EXCISE					
		GLASS					WALLS					
		EXCISE					CEILING					
		VENTILATION					VENTILATOR/GRID					
	INTERIOR	GLASS				WINDOWS	WAXING					
		EXCISE					LEDGERS					
		EXCISE					ENTRANCES	EXCISE				
		EXCISE						STEPS				
		EXCISE						SCRAPERS				
SINKS	EXCISE				ENTRANCES	RUBS & CARPET						
	EXCISE					PICTURES						
	EXCISE					STAIRS						
	EXCISE					EXCISE PLATES						
	EXCISE					HANDSTAMP						
TOILETS	URINALS	EXCISE				ENTRANCES	STAIRS					
		EXCISE					WAXING					
		EXCISE					STAIRWAYS	LANDING				
		EXCISE						MISCELLANEOUS	SHOENIE STANES			
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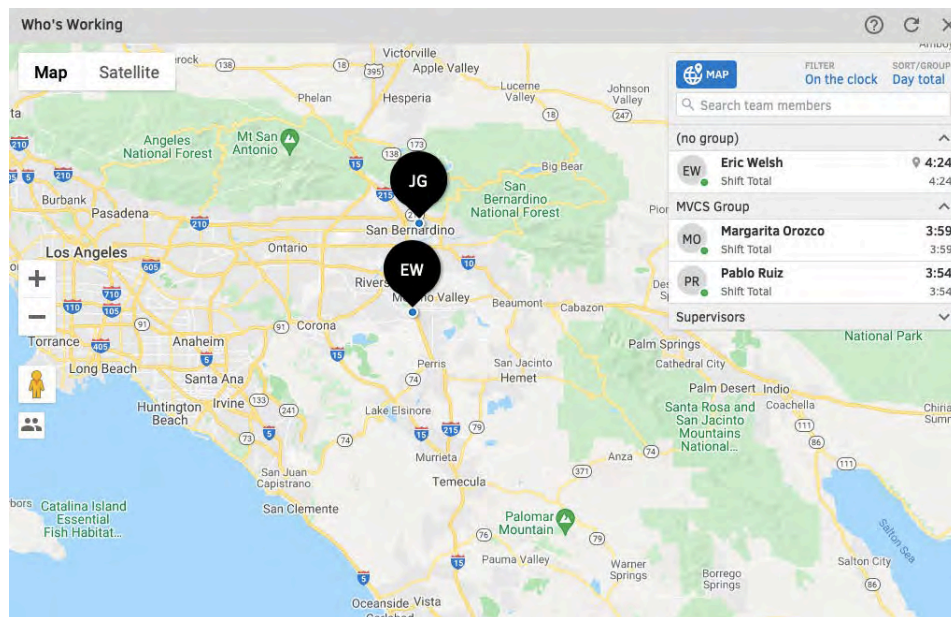


VALUE ADDED SERVICE / TECHNOLOGY INNOVATIONS

CONNECTTEAM

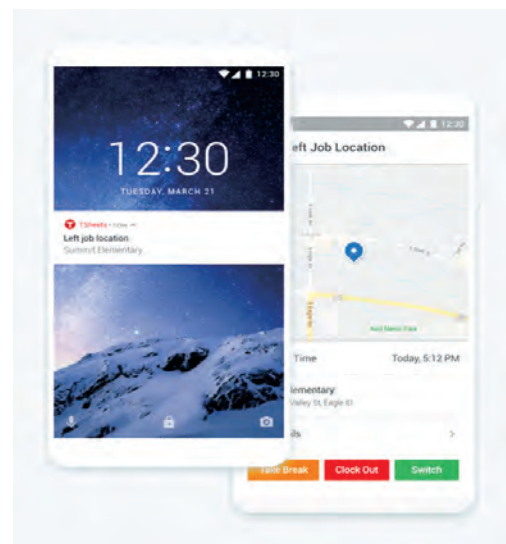
EFS, Inc. utilizes a web-based, mobile time tracking and scheduling app called Connectteam. Connectteam is able to track employees' hours during their shifts and allows the management team to monitor and verify that employees are arriving at the job site and spending the correct amount of time at their designated janitorial or disinfecting site.

Connectteam employs a robust reporting engine to manipulate data however customers require. A key feature EFS, Inc. has seen great value in Connectteam is the "Who's Working" widget, which shows you which individuals are on the clock, which groups are working, and a map of where people are signed-in at a designated region such as the Orange County Fire Authority as pictured below.



We also created geo-fenced locations in the Connectteam app that each employee is responsible for. These geo-fences are set up with alerts that provide current and up to date reports to Supervisors and Operations Managers notifying when employees arrive for work. This allows EFS, Inc. to verify that employees are arriving on time and provides our clients with the peace of mind that their service provider is monitoring all service activities day and night.

EFS, Inc. has used these business practices to outperform our clients' expectations for over 20 years and will apply these same foundational principles to the delivery of janitorial services for the Orange County Fire Authority.





EFS, INC. STAFFING

As a service driven organization, our primary strengths are leadership, communication, training, and experience. Striving to be both productive and innovative takes a team effort by the organization leader's. EFS, Inc. is fortunate to have an experienced owner who has continued to develop a strong management team. Our goal will always be to reduce our clients' costs without sacrificing service or quality. Through our 20 years of experience in the janitorial, building maintenance, and disinfecting services, we have found proven ways to exceed our clients' expectations. Currently EFS, Inc. has over 100 full time employees and 160 part-time employees providing services throughout California.

We maintain ongoing training and monitoring of our employee performance at our clients' facilities to ensure that we maintain the level of service that our clients deserve. We offer friendly professional service, outstanding quality, and communication that is second to none. Each of our references will speak to our outstanding communication and willingness to resolve issues immediately if they do arise.

We pride ourselves on being a progressive company and taking a proactive role when it comes to our environment and employees. EFS, Inc. will utilize its 20 years of experience to determine the correct number of employees required to perform the services listed in the scope of services. It is standard business practice to overstaff new clients to ensure that services are being completed thoroughly. We believe that we will hire at least 6 new employees to perform the services outlined in the RFP. EFS, Inc. will also abide by the Displaced Janitor Act and offer positions to existing janitorial staff should they choose to continue to work at the facility.

One identified area of risk would potentially be the labor market in Orange County. However, EFS, Inc. believes that our employees are our most valuable asset. Thus, all of our employees are offered health insurance, retirement benefits, and competitive wages to ensure that we maintain a quality work force and low employee turnover. These business practices demonstrate to our clients that valuing our employees leads to exceeding their expectations.

EFS, Inc. prides itself on maintaining a current safety manual that reviews: blood borne pathogens, CAL/OSHA's Injury and Illness Prevention Program (IIPP), Cal/OSHA's Hazard Communication standard, Emergency Action Plan, personal protective equipment (PPE), chemical safety, and vehicle safety which allows our employees to excel in their roles.

One of the keys to success that EFS, Inc. has achieved is consistency in the following areas: safety, employee training, ongoing communication employee relations, and tools and methods of operation.

The level of consistency practiced by EFS, Inc. is what has assisted us in successfully growing over the last 20 years, and will enable us to continue to expand. Our management team believes in keeping things simple and not complicating daily service responsibilities. The management team recognizes that success in the janitorial, dayporter, and disinfecting industry is achieved through continuous employee training and having the same employees perform the same function each day and night. It is NOT the practice of EFS, Inc. to rotate employees in and out of client sites. We have learned that by assigning our employees to the same site, our employees gain additional building knowledge and develop a feeling of "ownership" in services that they provide.



SUPERVISORY EXPERIENCE

Executive Facilities Services, Inc. has a proven track record of client satisfaction due in large part to the selection, training, experience and dedication of our management team and supervisory staff.

A rigorous training program ensures a thorough understanding of the industry, the extensive range of services provided by EFS, Inc., company policies and procedures and OSHA protocols for workplace safety, Injury and Illness Prevention, Hazard Communication standards and Emergency Action Plans as well as the CDC guidelines for disinfecting services. If awarded the contract, we will provide the Orange County Fire Authority with our IIPP within 30 days.

Supervisors routinely perform building inspections to review completed work as well as work in progress. Supervisors are authorized and equipped to respond to questions and requests and address any issues that require resolution.

All EFS, Inc. supervisors are equipped with a phone to provide clients with 24-hour access via call, email or text.

No more than nine employees are assigned to a single supervisor for the duration of the contract, for a total of 1 assigned supervisor. All supervisors are fluent English in both verbal and written communications.

Highly-trained, vetted and professional supervisors support each employee to ensure their success in carrying out daily responsibilities, and that they understand their value to the organization and our clients.





Displaced Janitorial Opportunity Act

EFS, Inc. is committed to adhering to all provisions and requirements set forth by the Displaced Janitor Opportunity Act. We affirm our dedication to ensuring compliance with the Act's regulations and supporting the principles it upholds. Our company is devoted to fostering a fair and equitable environment for all employees and will implement all necessary measures to align with the Act's standards.

EFS, Inc. will send a written offer of employment to each employee, as required by the DJOA, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. We will retain the employees for 60 days. During the initial 60-day transition employment period, EFS, Inc. will not discharge without cause an employee retained pursuant to the DJOA.

Executive Facilities Services, Inc. New Hire Process

To ensure a thorough and effective candidate screening process, EFS, Inc. employs a multi-faceted approach designed to assess each candidate's suitability for the position. The process begins with an initial interview of the candidate's application materials, including references, to determine basic qualifications and alignment with the job requirements. Following this, a structured interview focuses on the candidate's formative experiences and foundational skills.

The next step involves a comprehensive background check based on our clients requirements, where the candidate's identity is verified through government-issued identification and Social Security number verification. This is followed by a thorough criminal history check using national and local databases to identify any relevant records, ensuring compliance with applicable laws.

Drug screening is an integral part of the process when requested by clients, aimed at maintaining a drug-free workplace. Candidates undergo pre-employment drug testing through a certified laboratory, with tests being conducted in a standardized manner to ensure accuracy. The type of drug test used—whether urine, hair, or saliva—depends on the client's policy and the specific role.

In addition, employment history verification is conducted to confirm the accuracy of the candidate's previous job experiences. This includes contacting former employers to verify job titles, dates of employment, and reasons for leaving, as well as conducting reference checks with supervisors or colleagues to gain insights into the candidate's job performance and work ethic. Any available performance records from previous roles are also reviewed to assess past achievements.

The final stage involves a comprehensive review of all gathered information to make an informed hiring decision. This includes integrating findings from criminal history screenings, background checks, drug tests, and employment history verifications. Once a decision is made, the candidate is either extended a formal offer letter, detailing the terms of employment, or, if not selected, provided with respectful feedback on the decision. The onboarding process then begins, ensuring the new employee is well-integrated and trained for the position being offered.

This thorough screening process helps ensure that EFS, Inc. hires qualified, trustworthy candidates who are well-suited to contribute positively to the company.

EXHIBIT G: TECHNICAL ABILITIES

EFS, INC. EQUIPMENT

EFS, Inc. understands that efficiently maintaining the cleanliness of public parks hinges on the meticulous utilization of the appropriate equipment. The synergy between purpose-designed tools and skilled personnel is paramount. EFS, Inc. believes that to succeed in the custodial industry its team members need to be properly equipped to effectively complete the daily services.

EFS, Inc prides itself on maintaining and storing as organized and professional as the services we provide. We store all of our equipment in client provided spaces, abiding by OSHA regulations for chemical storage, and ensure that our employees monitor and tidy the janitorial closet on a regular basis.

EFS, Inc. has trained its supervisors and managers to provide maintenance on its equipment, to alleviate any additional responsibilities on our employees.

EFS, Inc. will be utilizing an several types of motorized devises to better service the Orange County Fire Authority. The implmentatoin of hard floor scrubbers, high speed buffers, and wet/dry vacs will ensure that hard floor services are serviced correctly each time.



EFS, Inc. outfits each employee with the necessary equipment to exceed out clients expectations. We have provided a brief equipment list for reference. EFS, Inc. proven history will provide Orange County Fire Authority a clean, and enjoyable space for staff and it its patrons.

TABLE OF EQUIPMENT

EQUIPMENT LIST		
UTILITY CART	FEATHER DUSTER	DUST MOPS
BACKPACK VACUUM	SPONGES	TOILET BRUSH
MOP BUCKET	POWER FLOOR SCRUBBER	FEATHER DUSTER
VACUUM	IMPERIAL DADE SUPPLIED CHEMICALS	GLOVES
JANITORIAL CART	MICROFIBER CLEANING CLOTHES	SDS BINDER
MOPS	COBWEBBER	TILT TRUCK
BROOMS	CAUTION WET FLOOR SIGNS	TRASH BARRELS
SPRAY BOTTLES	HIGH VISIBILITY VESTS	DUST PANS



TRAINING PROGRAMS

To ensure consistency, accountability and competency throughout the organization, Executive Facilities Services, Inc. puts a high priority on recruiting, vetting, hiring and training our most valuable asset--our employees. Investing time in hiring qualified and dependable employees and equipping them with the tools they need to provide each client with excellent service is a hallmark of EFS, Inc.

Recruitment, Hiring and Training New Employees

- Every person being considered for employment undergoes an in-person interview with a member of our management team. Each potential employee receives a new hire packet containing current tax, immigration, workers compensation labor code, and health benefits forms. Our human resources department uses the information to perform a thorough background check and to verify that each of our employees is a U.S. citizen.
- EFS, Inc. is ADA compliant and an Equal Opportunity Employer. We are committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws. This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. EFS, Inc. makes hiring decisions based solely on qualifications, merit, and business needs at the time.
- EFS, Inc. will perform all background checks outlined in the Request for Proposal. This may include a Criminal Justice Information System investigation, Live Scan finger-printing and background check, a Superior Court of California criminal background check or other investigation required.
- Candidates will undergo pre-employment drug testing through a certified laboratory, with tests being conducted in a standardized manner to ensure accuracy.
- Once a potential employee is hired, they are monitored by one of our management staff while working alongside an experienced employee at a current client's job site.
- EFS, Inc. employees wear uniforms that are appropriate and identifies them as an employee of EFS, Inc. This includes full-length pants, a navy blue short-sleeve shirt with the EFS, Inc. logo on the left chest area, closed-toed shoes and all correct Personal Protective Equipment required while on property performing services for the Orange County Fire Authority.
- Training will cover the specific services, processes and scope of services for Orange County Fire Authority.
- Employees will also wear identification issued by the Orange County Fire Authority.
- This training method ensures that each employee understands the standards that EFS, Inc. expects, and the services outlined in the scope of services provided by the Orange County Fire Authority.
- New employees will be monitored by the Operations Manager to ensure that if any additional re-training is necessary, it is performed immediately onsite. This method of employee training has proven to be successful over our 20 years of service and demonstrates to our clients that EFS, Inc. employees that perform janitorial, dayporter, and disinfecting services can exceed their expectations.



Ongoing Training is a Shared Responsibility

Training is an ongoing process at Executive Facilities Services, Inc. It's a strategy and value we utilize whether in response to a change in employment law, OSHA or other government agency criteria, identified opportunities where we can do things even better or a change in processes or policies at a client's business. It is also a way to invest in the future of EFS, Inc. employees, providing tools and supporting them so they can do and be their very best.

Training janitorial employees is a shared responsibility within the EFS, Inc. organization. The owners, managers, and supervisors work together to establish training goals, identify, communicate and facilitate training and ensure that the related goals are met.

Workplace safety is a top priority at EFS, Inc. Our supervisors perform nightly site inspections use observations and data to identify additional workplace safety training opportunities. Proper training can then be applied to ensure that employees are safely performing their required duties.

EFS, Inc. documents and reports trainings for all personnel performing work under this contract. Trainings include refreshers in Cal/OSHA's Injury and Illness Prevention Program (IIPP) standard, Cal/OSHA Hazard Communication standard, Emergency Action Plan standard, and Blood Borne Pathogen protocols. Additional on-the-job training is completed when a new product or procedure is to be implemented.

Training extends to on-call staffing

EFS, Inc. understands that emergencies, last-minute requests and special circumstances that require an infusion of additional staff can happen at any time. That is why EFS, Inc. maintains well-trained, regular and specialized on-call staff at all levels.

EFS, Inc. has a large labor pool of established employees that are able to perform a wide variety of janitorial, disinfecting, and building maintenance services should the need arise. These employees undergo a LiveScan fingerprinting and background check are prepared to adhere to the requirements of the Orange County Fire Authority. EFS, Inc. will utilize these experienced and trained employees should back-up staffing be required.

Executive Facilities Services, Inc. has numerous resources to ensure that the services outlined in the scope of services are completed day and night.

Property Service Workers Protection Act

EFS, Inc. complies with the Property Service Workers Protection Act by saving the names and addresses of all employees who provide services, the hours worked by each employee, the wage and wage rate paid each payroll period, and any other conditions on employment.

EFS, Inc. is registered with the Department of Industrial Relations. EFS, Inc. provide all employees a copy of the Civil Rights Department pamphlet CRD-185, entitled "Sexual Harassment," until the sexual violence and harassment prevention training requirement is established pursuant to Section 1429.5.



EXHIBIT H: QUALIFICATIONS & EXPERIENCE

COMPANY INFORMATION

A history of excellence

The experience and history of Executive Facilities Services, Inc. (EFS, Inc.), founded in 1981, is a testament to our ability to serve clients in a variety of business and building types throughout Southern and Central California. Jim Ferraro purchased the company, with nine clients covering 29 locations, from George Horokia in August 2004. EFS, Inc. has grown to serve more than 125 clients with 350 sites over the ensuing years. EFS, Inc. has a long history of providing janitorial, day porter, and disinfecting services for commercial clients, government, municipalities, and public agencies.

Initial actions taken by Jim Ferraro to enhance the infrastructure and strengthen the company's capacity serve a greater number of clients while maintaining excellence, included:

- Established Executive Facilities Services, Inc. as a California corporation on August 4, 2004.
- Created an Employee Handbook (revised annually) as well as a Safety Manual and ongoing employee safety training program.
- Developed employee recruitment, training and performance evaluation programs to ensure continuity and quality.
- Established a long-term relationship with Imperial Dade Supply that enables consistency and quality of inventory.
- Significantly upgraded all commercial cleaning equipment.
- Developed an annual business and financial planning model to ensure future viability.
- Developed a daily cash flow analysis model.

A path of strategic and sound growth

Over the years, EFS, Inc. has grown significantly through acquisitions and by adding new clients. The following is a list of acquisitions that have taken place in the last five years and a few of the resulting impacts upon our operations:

- Acquired Excellent Building Maintenance (January 2014), White Glove Professional Cleaning Services (October 2015), Best Janitorial Services (August 2017) and HMC Solutions (January 2021)
- Corporate Headquarters is located in Riverside, CA with three facilities, Anaheim, Camarillo, Riverside and one satellite location, Monterey, CA to increase convenience and response times.
- Utilizes a computerized inventory system for all locations, maintaining an ample inventory at all times.
- Hired and trained four full-time Operations Managers, seven full-time Night Supervisors and numerous site-specific lead employees to ensure continuity and excellence of service.
- Established four floor care teams and two window cleaning teams.

COMPANY PROFILE

The EFS, Inc. advantage

Some of the many advantages that EFS, Inc. brings to the Orange County Fire Authority are:

- A proven ability to respond to emergency situations including COVID-19 disinfecting/deep cleans at client facilities. Certified to perform COVID-19 disinfecting services.
- As part of our core principles, EFS, Inc. utilizes ONLY W-2 employees to perform services, does NOT use independent contractors and is NOT a franchised organization as well as does not sub-contract work to independent contractors
- In compliance with Assembly Bill 5 and registered with the Department of Industrial Relations.
- EFS, Inc. is registered as a C - Corporation
- EFS, Inc. has earned a solid reputation and currently services 350 sites within Southern and Central California.
- Experience spans a range from commercial clients with a single location to school districts with multiple sites and everything in between.
- Warehouse and office facilities in Anaheim, Riverside, Camarillo, and Salinas California.
- Clients have 24/7 access to company owner
- Maintains a large on-call' labor force and all of our supervisors are English speakers.
- Web based communication methods enable swift response times and employees working on site.
- Financially strong organization that maintains a two-week inventory of supplies in addition to client onsite inventories
- EFS, Inc. is in currently in litigation regarding a wage and hour case. It is expected to be resolved by the end of 2024.
- EFS, Inc. is planning on employing 2 full time employees, and hiring 6 part time employees for the start of the contract
- EFS, Inc. does not currently have a janitorial bond, as it has not been required for our existing clients. A bond can be acquired if requested
- EFS Inc. has not failed to complete contracted work that has been awarded
- EFS, Inc. provides health and financial benefits for all of its employees, and offers competitive wages
- All part-time and full-time employees are offered health insurance, retirement benefits, and competitive wages. Part-time employees make up 62% of our workforce and full-time employees make up 38% of our workforce.
- **EFS, Inc. should be selected because we do the job right the first time.**





Building a solid reputation through experience

Executive Facilities Services, Inc. is proud of our reputation as an organization known for providing excellent janitorial services. We have built long standing relationships with clients through professionalism, excellent communication, and exceptional customer service. Here are highlights of some of the clients and services we have been fortunate to serve over the years.

- 2004 to present: Provide janitorial and additional facility services to San Bernardino County Superintendent of Schools for their 34 locations totaling more than 495,000 square feet of space.
- Spring 2005 to present: Provide nightly janitorial services for all 13 Provident Bank locations. Perform carpet and window cleaning, maintenance of hard floor surfaces and replenishment of all paper products and restroom materials.
- September 2010: Provided emergency janitorial services for San Bernardino County Superintendent of Schools, Desert Mountain Region. Services provided at 20 locations within days of the request to the client's complete satisfaction.
- January 2014: Acquired Excellent Building Maintenance and assumed responsibility for the servicing of 10 Conejo Recreation & Park District locations. Currently provide janitorial services for numerous outdoor restrooms and community centers in the City of Thousand Oaks. Responsible for restocking consumables, sanitizing restroom fixtures, wiping down mirrors, removing trash, and replacing liners. Performed additional services including emergency water extraction, hot water extraction carpet cleaning, maintenance of hard floor surfaces, window cleaning, and power washing.
- 2014 to present: Initially serviced 10 Dignity Health Medical Foundation clinic locations in Ventura and Los Angeles counties, performing a combination of nightly janitorial, annual scheduled services, hard floor services, hot water extraction carpet cleaning, window washing, construction clean-up, and disinfecting services. Beginning September 2018, successfully responded by providing janitorial and carpet/floor services for 26 sites throughout Santa Cruz County. Continue to perform scheduled and emergency tasks to ensure that facilities adhere to the highest levels of clean-liness for patients, staff, and physicians. Complete a nightly cleaning checklist available to the site manager on a weekly basis.
- June 2016 to present: Contacted by Library System Services, managing agent of Riverside County Library System, to provide janitorial and carpet cleaning/hard floor services at 23 sites throughout Riverside County. Effective July 1, 2016 the EFS, Inc. management team had developed a work plan and initiated provision of janitorial and additional services that continue to this day.
- May 2020 to present: The City of Thousand Oaks awarded EFS, Inc. the janitorial and additional services contract for all City buildings. EFS, Inc. seamlessly transitioned daily services from previous provider as well as respond to emergency calls from the City of Thousand Oaks for disinfecting services as needed.

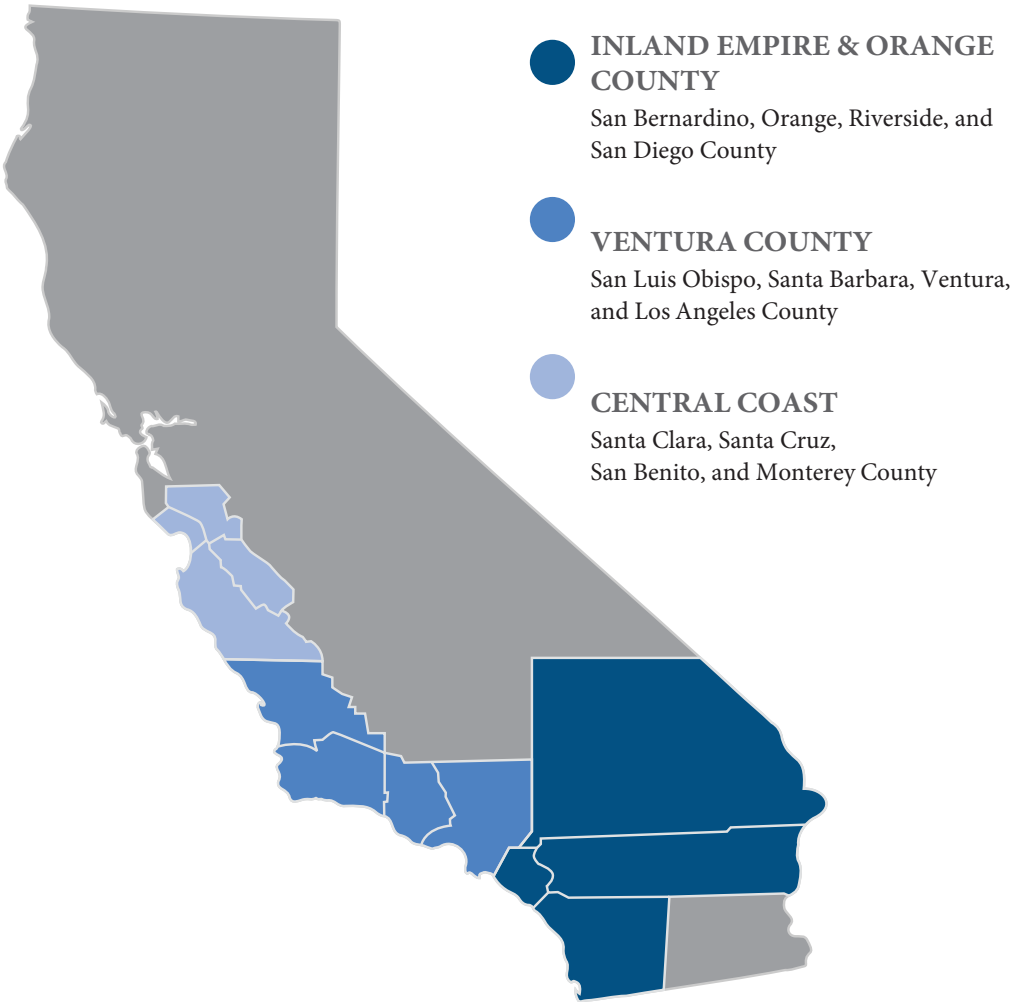
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- June 2021 to present: Western Municipal Water District awarded EFS, Inc. the contract to service all 6 locations totaling 78,650 square feet across Riverside County. EFS, Inc. was chosen for its detailed response plan to the scope of work provided with the request for proposal. At each location, EFS, Inc. provides nightly janitorial and disinfecting services, manages inventory across all sites, and performs additional services including carpet cleaning, hard floor services, window washing, and power washing of various buildings.
- August 2021 to present: City of Agoura Hills awarded EFS, Inc. the contract to service the City's buildings, and its historical adobe structure. For all of the City's locations, EFS, Inc. provides janitorial services and consumables to ensure that its residents and staff are able to enjoy the historical buildings across the City.
- December 2021 to present: The City of Costa Mesa awarded EFS, Inc. the contract to provide services for 11 locations totaling 208,689 square feet and 13 parks across the City. EFS, Inc. was chosen over the incumbent janitorial provider due to its detailed response, and work plan strategy to operate and manage all of the aspects of the scope of work that was provided in the request for proposal. At each location EFS, Inc. provides nightly janitorial services, along with carpet cleaning, hard floor services, and window cleaning services.
- March 2022 to Present: The City of Oxnard's Water Department awarded EFS, Inc. its annual service contract to service 7 of its water treatment sites across the City of Oxnard. The specialized facilities include 3 water treatment facilities, 3 different pump stations, and an administrative building. At each of these locations EFS, Inc. provides nightly janitorial, carpet cleaning, hard floor cleaning, window cleaning, and pressure washing.
- April 2023 to Present: The City of Banning chose EFS, Inc. over its incumbent and several other service providers for its competitive pricing, and detailed response to the RFP released by the city. EFS, Inc. provides nightly janitorial services for 6 buildings throughout the City of Banning. EFS, Inc. also provides consumables to each of their sites, and additional services including carpet cleaning, hard floor services, window cleaning, and emergency clean-ups.
- EFS, Inc. has performed hand disinfecting services multiple times since March 2020 for San Bernardino County Superintendent of Schools (SBCSS) and many other clients. We initially utilized hand touch disinfecting guidelines detailed in the Additional Documents section of this proposal. Our company invested in Protexus Electrostatic Sprayers to disinfect the building from top to bottom to ensure the health and safety of students, teachers, parents, and staff at all SBCSS buildings. EFS, Inc. was instrumental in developing a disinfection schedule for both schools and administration buildings as planned reopening approached to ensure that the organization adhered to all CDC and State of California guidelines.



Service Area





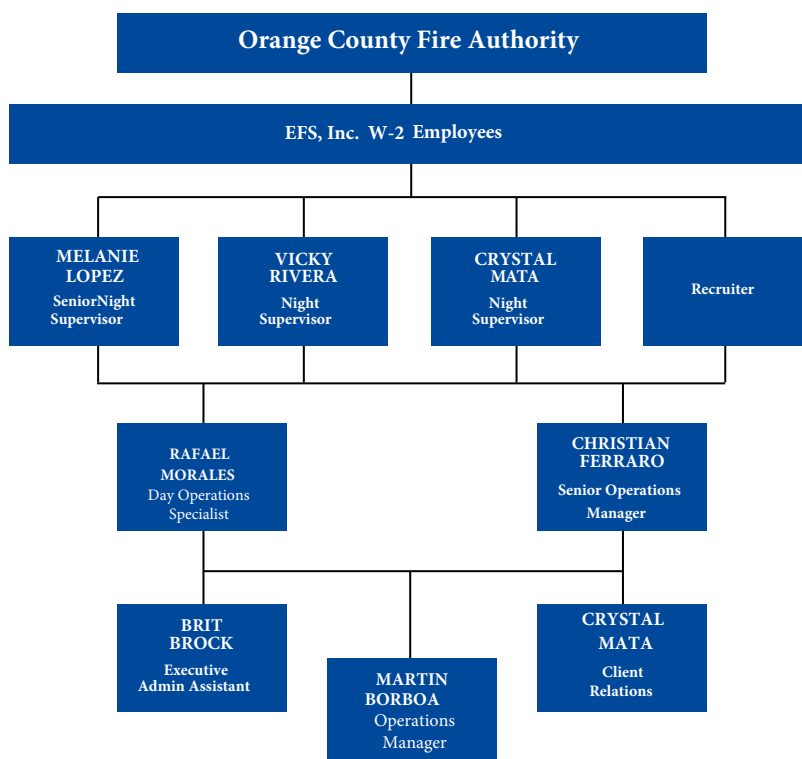
COMPANY PERSONNEL

EXPERIENCE, TRAINING, AND DEDICATION

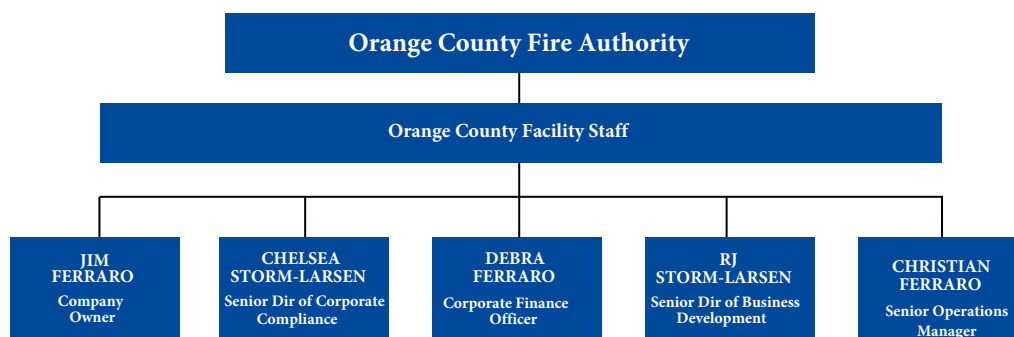
Management, staff and employees of Executive Facilities Services, Inc. are its greatest asset and the reason the company has earned a solid reputation for janitorial services that set the standard for the industry. They are the reason we are trusted to the job right with expertise and experience and a dedication to doing our very best for each client. We work to ensure that every customer service experience is an excellent one.

Organizational Charts

Orange County Facility Staff



Corporate Staff





Senior Management



JIM FERRARO

COMPANY OWNER

Since launching his career in 1984, Jim has held positions of increasing responsibility that equip him with the leadership, management and communication skills to adeptly run the corporation that he now owns. After graduating with a bachelor's degree in business administration from Bloomsburg University located in Pennsylvania, Jim went on to earn his master's in business administration from the University of Phoenix. He draws on his formal and continuing education and decades of corporate experience to lead EFS, Inc. to ever greater solidity and success.

His primary responsibilities include client and employee relations, safety and quality control, strategic planning, management training and onsite evaluations to ensure compliance with all COVID-19 protocols and practices.

Contact Information: (24/7 accessibility)

Cell: (909) 815-0144

Office: (844) 780-2626

Email: jferraro@execservices.biz



DEBRA A. FERRARO

CORPORATE FINANCIAL OFFICER

Debra brings nearly 30 years of experience in financial information processing and reporting to her position as Corporate Financial Officer. She is responsible for all financial functions of EFS, Inc. Debra earned a bachelor of science degree in accounting from Bloomsburg University located in Pennsylvania in 1984 and has worked in both public and private sectors. She has a keen understanding of various business structures and accounting systems. She is passionate about and actively involved in a variety of local nonprofit service organizations. Debra joined EFS, Inc. in 2004.

Her primary responsibilities include client billing, accounts receivable and payable, preparation of financial statements, account analysis, payroll, corporate tax reporting, and human resources.

Contact Information

Phone: (844) 780-2626

Email: dferraro@execservices.biz



CHELSEA STORM-LARSEN

SENIOR DIRECTOR OF CORPORATE COMPLIANCE

Prior to joining EFS, Inc. in January 2021, Chelsea Storm-Larsen was director of organizational engagement for corporate affairs with Sharecare, Inc. In that role, she managed more than 25 worksites to ensure that all team members understood and complied with the organization's policies and procedures. She graduated with Honors of Distinction from California State University, Monterey Bay with a bachelor's in collaborative health and human services and went on to earn her master's in public administration at California State University, Dominguez Hills.

Her primary responsibilities include corporate compliance, human resources, labor and client relations, and internal quality control.

Contact Information

Phone: (844) 780-2626

Email: cstorm-larsen@execservices.biz



CHRISTIAN FERRARO

SENIOR OPERATIONS MANAGER

Christian joined EFS, Inc. in 2010 and learned the business from the ground up. He worked with a variety of clients and projects garnering extensive experience in operations management, financial reporting and the nuances of the janitorial, disinfecting, and building maintenance industry. He transitioned to the position of controller where he currently oversees financial operations for the headquarters facility in Riverside. He is a graduate of California State University, Chico, holding a bachelor's in business finance.

His primary responsibilities include financial reporting, client relations, quality control, staff supervision and training, disinfecting training, and COVID-19 onsite evaluations.

Contact Information (24/7 accessibility)

Cell: (951) 776-7249

Office: (844) 780-2626

Email: cferraro@execservices.biz

Key Personnel Profiles



RJ STORM-LARSEN

SENIOR DIRECTOR OF BUSINESS DEVELOPMENT

RJ Storm-Larsen joined EFS, Inc. in January 2017 and worked alongside the company's janitorial, disinfecting, and floor service teams to develop a thorough working knowledge of operations. Today, he serves as director of business development. RJ graduated from California State University, Monterey Bay with a bachelor's in science and went on to earn a master's in business administration from the same university. He continues to take a hands-on approach to hone his skills and expand his knowledge of the industry via his ongoing involvement with staff and clients.

His primary responsibilities include client relations, customer service, business development, quality control, and support for operations managers.

Contact Information (24/7 accessibility)

Cell: (805) 705-4195

Office: (844) 780-2626

Email: rjstorm-larsen@execservices.biz

BRITTANEE BROCK

ADMINISTRATIVE MANAGER

Brittaneer joined EFS, Inc. in 2015 and serves as the primary point of contact for our clients. She facilitates client requests, work orders, responses and follow up to ensure continuity and consistency of service. Her additional responsibilities include tag job scheduling, payroll processing and COVID- 19 pre- site evaluations.

Contact Information

Office: (844) 780- 2626

Email: bbrock@execservices.biz





Orange County Facility Staff

MARTIN BORBOA / PROJECT MANAGER OPERATIONS MANAGER

MAIN POINT OF CONTACT

Martin joined EFS, Inc. in 2014 and devoted himself to gaining a keen understanding of janitorial, building maintenance, and disin-fecting services by working with the company's cleaning crews and trained technicians. With each opportunity, he quickly adapted and grew to meet the requirements of operations within EFS, Inc. Martin has experience with several other locals cities like: The City of Thousand Oaks, the City of Agoura Hills, and the City of Oxnard. Martin will be responsible for OCFA and all services and contact.

His primary responsibilities include safety, supply inventory management, quality control, equipment maintenance, employee training, site inspections.

Contact Information: (24/7 accessibility)
Cell: (805) 889 - 4327
Office: (844) 780-2626
Email: mborboa@execservices.biz

Rafael Moralez

DAY OPERATIONS SUPERVISOR

Rafa has recently joined EFF, Inc., but brings with him 20 years of experience. Rafa's position allows him to bring his experience to each EFS employee and client. created with the sole purpose of improving and maintaining the quality control of the ongoing services for Orange County Fire Authority responsibilities will include quality control, inventory inspections, training of employees, client relations, and staff supervision. Rafael will be responsible for OCFA and all services and contact.

Contact Information: (24/7 accessibility) Cell:
(951) 836-9791
Office: (844) 780-2626
Email: rmorales@execservices.biz

VICKI RIVERA

NIGHT SUPERVISOR

Vicki joined EFS, Inc. in 2005 and has more than 18 years of experience in the janitorial industry. She is currently responsible for onsite safety and quality control, supply distribution, building inspections and supervision of nightly cleaning crews.

MELANIE LOPEZ

NIGHT SUPERVISOR

Melanie brings more than 10 years of experience in the janitorial industry to her role at EFS, Inc. Joining our team in 2022, she is responsible for onsite safety and quality control, supply inventory management, equipment maintenance, building inspections, and supervision of nightly cleaning crews.

CRYSTAL MATA

NIGHT SUPERVISOR / CLIENT RELATIONS

Crystal joined EFS, Inc. in 2014 and has seven years of experience in the janitorial industry. She is currently responsible for onsite safety and quality control, supplies distribution, building inspections, and nightly supervision of employees in the field.

BRYANT CHICAS

CARPET AND FLOOR SPECIALIST

Bryant joined EFS, Inc. in 2019 after working with Martinez and Associates Management for seven years. There, he managed multiple mobile home facilities in Southern California and was responsible for project development and management, rule enforcement, rent collection, site maintenance, janitorial management, and responding to facility emergencies. Bryant brings his ample experience to EFS, Inc. where his responsibilities continue to expand based upon his excellent performance.

Contact Information

Cell: (805) 523-3015
Office: (844) 780-2626
Email: bchicas@execservices.biz



Orange County Fire Authority SAMPLE OF **SIMILAR CLIENTS**

CLIENT NAME	CONTRACT START	CONTRACT END	# OF LOCATIONS	SQ FOOTAGE	ANNUAL COSTS
Riverside County Library System Janitorial	1998	10/2009	22	226,300	\$ 258,000
Riverside County Library System Janitorial	2016	Under contract	26	326,208	\$ 715,645
Provident Bank Janitorial	2005	Under contract	14	85,203	\$ 205,640
San Bernardino County Superintendent of Schools Janitorial	2010	Under contract	34	495,937	\$ 696,998
City of Thousand Oaks Janitorial	2020	Under contract	15	296,804	\$ 404,093
Conejo Recreation & Park District Janitorial	2014	Under contract	10		\$ 279,045
Dignity Health Medical Foundation Janitorial	2014	Under contract	41	136,308	\$ 610,060
City of Costa Mesa Janitorial	2021	Under Contract	24	170,013	\$ 580,551
City of Agoura Hills Janitorial	2021	Under Contract	2	21,098	\$ 28,056
City of Oxnard	2022	Under Contract	7	108,245	\$205,920
City of Banning	2023	Under Contract	6	101,723	\$182,252

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. 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	San Bernardino County Superintendent of Schools
Contact Individual & Title	Ralph Alba, Director of Maintenance and Operations
E-mail/Telephone number	ralba222@gmail.com, 909-238-2860
Date of Project & Description of services provided including contract amount	2004 - Present: Janitorial, Disinfecting, Carpet Services, Hard Floor Services, Window Cleaning Services
Customer Agency Name	City of Costa Mesa
Contact Individual & Title	Daniel Jojola, Building Maintenance Superintendent
E-mail/Telephone number	daniel.jojola@costamesa.gov, 714-925-5289
Date of Project & Description of services provided including contract amount	2021 - Present: Janitorial, Disinfecting, Carpet Services, Hard Floor Services, Window Cleaning Services
Customer Agency Name	City of Thousand Oaks
Contact Individual & Title	Joel Diaz, Facilities Division Supervisor
E-mail/Telephone number	JDiaz@toaks.org, 805-449-2238
Date of Project & Description of services provided including contract amount	2020 - Present: Janitorial, Disinfecting, Carpet Services, Hard Floor Services, Window Cleaning Services
Customer Agency Name	Milan Capital Management Inc. Orange County
Contact Individual & Title	Rod Valverde, VP Asset Management
E-mail/Telephone number	Rod@milancap.com, 714-399-3004
Date of Project & Description of services provided including contract amount	2024: Janitorial, Dayporter, Disinfecting, Carpet Services, Hard Floor Services, Window Cleaning Services
Customer Agency Name	Library Systems & Services
Contact Individual & Title	Sue Goodwin, Operations Manager
E-mail/Telephone number	susan.goodwin@lsslibraries, 951-274-4506
Date of Project & Description of services provided including contract amount	2004 - Present: Janitorial, Disinfecting, Carpet Services, Hard Floor Services, Window Cleaning Services

CLIENT REFERENCES



Reference: San Bernardino County Superintendent of Schools

Contact:: Ralph Alba, Program Manager

Phone Number: (909) 382-3560

Email: Ralph.Alba@sbcss.net

Project Cost: \$696,998.00

EFS, Inc. Staff Involved: Jim Ferraro, Christian Ferraro, Francisco Mendoza, RJ Storm-Larsen, Vicki Rivera, Melanie Lopez, Crystal Mata, Brittane Brock

The employees of Executive Facilities Services, Inc. have been providing janitorial services for San Bernardino County Superintendent of Schools (SBCSS) since 2004 and currently provide janitorial and disinfecting services at 34 locations.

Ralph Alba, from the San Bernardino County Superintendent of Schools, immediately contacted EFS, Inc. in March 2020 to help plan disinfecting services for their various school sites and administrative buildings. Working quickly and adhering to the CDC guidelines for disinfecting, EFS, Inc. was able to begin the process of disinfecting services for each of the 34 school sites by hand immediately upon request. EFS, Inc. has performed hand disinfecting services multiple times since March 2020.

EFS, Inc. initially utilized hand touch disinfecting guidelines that are supplied in the Additional Documents section. EFS, Inc. then invested in Electrostatic Sprayers to disinfect all high touch points in order to ensure that the students, teachers, parents, and staff members at all the SBCSS buildings are safe. Additionally, EFS, Inc. assisted in developing a disinfection schedule for both schools and administrative buildings as they planned to reopen to ensure that the organization was adhering to the guidelines provided by the CDC and the State of California.

Service Date:

Awarded first contract in September of 2004



CLIENT REFERENCES



Reference: Library Systems and Services

Contact: Sue Goodwin, Executive Assistant

Phone Number: (951) 274-4506

Email: Susan.Goodwin@lssllibraries.com

Project Cost: \$715,645.00

EFS, Inc. Staff Involved: Jim Ferraro, Christian Ferraro, Francisco Mendoza, RJ Storm-Larsen, Vicki Rivera, Melanie Lopez, Crystal Mata, Brittane Brock

Library Systems and Services is the managing agent for Riverside County Economic Development Agency. Executive Facilities Services, Inc. currently provides janitorial and additional facilities services at 26 library sites within Riverside County.

EFS, Inc. provides all consumable products for all of the libraries that we service. We also perform carpet cleaning, window cleaning, and hard floor services for all library locations.

Service Date:

Awarded contract in 2004

- Janitorial services taken in house in 2009 during Great Recession
- Resumed janitorial and additional facility services in 2016



CLIENT REFERENCES



Reference: City of Costa Mesa

Contact:: Daniel Jojola

Phone Number: (714) 925-5289

Email: daniel.jojola@costamesaca.gov

Project Cost: \$ 580,510

EFS, Inc. Staff Involved: Jim Ferraro, Christian Ferraro, RJ Storm-Larsen, Francisco Mendoza, Vicki Rivera, Melanie Lopez, Crystal Mata, Brittanee Brock

The employees of Executive Facilities Services, Inc. have been providing janitorial and disinfecting services for the City of Costa Mesa since 2021.

Executive Facilities Services, Inc. was selected out of 8 other regional service providers and the incumbent for its responsiveness, customer service plan, and work plan that outlined actions that would be taken once the contract commenced.

EFS, Inc. provides night janitorial, disinfecting, and additional services for the all of the City of Costa Mesa's facilities. EFS, Inc. has partnered with the city to gain a better understand of what services are needed by each facility in an effort to exceed expectations. In addition to janitorial and disinfecting services EFS, Inc. provides window cleaning, carpet cleaning, and hard floor services on a scheduled timeline in coordination with the City.

Service Date:

Awarded contract in June 2021



CLIENT REFERENCES



Reference: City of Thousand Oaks

Contact: Elizabeth Perez, Facilities Manager

Phone Number: (805) 449-2225

Email: edperez@toaks.org

Project Cost: \$ 404,093.00

EFS, Inc. Staff Involved: Jim Ferraro, Christian Ferraro, RJ Storm-Larsen, Martin Borboa, Carlos Quiroz

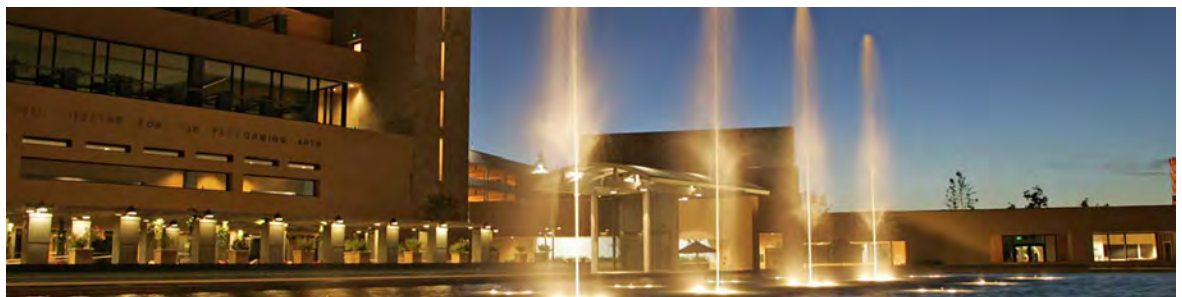
Executive Facilities Services, Inc. began services for the City of Thousand Oaks in July of 2020, and at this time we service 11 City buildings that span all of the City of Thousand Oaks.

EFS, Inc. currently provides janitorial services to administrative, maintenance, and community centers throughout the City of Thousand Oaks. At each of the locations, EFS, Inc. is responsible for sweeping and mopping, vacuuming carpeted areas, horizontal surface disinfecting wipe downs, spot glass cleaning, restocking consumables, sanitizing all restroom fixtures, wiping down mirrors, removing trash, and replacing liners.

EFS, Inc. has performed additional services such as: emergency water extraction, hot water extraction carpet cleaning, hard floor services, window cleaning, emergency disinfecting services, and power washing.

Service Date:

Awarded contract in May of 2020



CLIENT REFERENCES



Reference: Milan Capital Management

Contact: Mr. Rod Valverde, VP Asset Management

Phone Number: 714-399-3004

Email: rod@milancap.com

Project Cost: \$895,690

EFS, Inc. Staff Involved: Jim Ferraro, Martin Borboa, Carlos Quiroz, RJ Storm-Larsen, Bryant Chicas

Executive Facilities Services, Inc. was awarded the contract to partner with Milan Capital Management and provide them with both dayporter services and nightly janitorial for 35 sites across Southern California.

EFS, Inc. currently provides dayporter and janitorial services to outdoor shopping centers, large commercial buildings, and administrative buildings. At each of the locations EFS, Inc. is responsible for restocking consumables, sanitizing all restroom fixtures, wiping down mirrors, removing trash, replacing liners, sweeping and mopping, and wiping down surfaces.

EFS, Inc. has performed additional services such as: emergency water extraction, hot water extraction carpet cleaning, hard floor services, window cleaning, and power washing.

Service Date:

March 2024



EXHIBIT J: PRICING PAGE

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

FEE SCHEDULE – YEAR ONE		
SCHEDULED CLEANING - RFOTC		
NIGHTLY SERVICE	Monthly Rate	Annual Amount
RFOTC - Building A	\$ 6,134.45	\$ 73,613.40
RFOTC - Building B	\$ 2,044.82	\$ 24,537.84
RFOTC - Building C	\$ 2,044.82	\$ 24,537.84
RFOTC - Building D	\$ 1,789.21	\$ 21,470.52
OTHER SERVICES	Monthly Rate	Annual Amount
Day Porter	\$ 8,989.02	\$ 107,868.24
TOTAL AMOUNTS	\$ 21,002.32	\$ 252,027.84
Will overtime rates apply for the 9/80 work schedule described in Section 2.6? If so, provide details. If its one day porter overtime will be charged, if its two then no overtime will be charged.		
AS-NEEDED SPECIAL EVENT SERVICES		
Day Porter:	Regular Rate: <u>\$28.81</u>	Overtime Rate: <u>\$42.88</u>
How will overtime rates be charged for special event day porter services? _____		
Special events scheduled within the dayporter's regular 40-hour workweek will be billed at the		
standard rate. Events outside of these hours will incur overtime rates.		
Short-Term Cleaning Service	UOM: <u>Per Hour</u>	Unit Price: <u>\$28.81</u>
How is pricing for as-needed cleaning services determined? _____		
EFS, Inc. requires a minimum of 3 hours for the short-term cleaning service. It will be based on the hourly		
rate of \$28.81 per hour.		

Interior Window Cleaning	UOM: <u>Per Pane</u>	Unit Price: <u>\$3.50</u>
How is pricing for interior window cleaning determined? _____		
Interior window cleaning is based on the price per individual window pane.		
Exterior Window Cleaning	UOM: <u>Per Pane</u>	Unit Price: <u>\$3.50</u>
How is pricing for exterior window cleaning determined? _____		
Exterior window cleaning is based on the price per individual window pane.		
FEE SCHEDULE – YEAR TWO		
SCHEDULED CLEANING - RFOTC		
NIGHTLY SERVICE	Monthly Rate	Annual Amount
RFOTC - Building A	\$ 6,348.13	\$ 76,177.56
RFOTC - Building B	\$ 2,116.04	\$ 25,392.48
RFOTC - Building C	\$ 2,116.04	\$ 25,392.48
RFOTC - Building D	\$ 1,851.54	\$ 22,218.48
OTHER SERVICES	Monthly Rate	Annual Amount
Day Porter	\$ 9,302.14	\$ 111,625.68
TOTAL AMOUNTS	\$21,733.89	\$ 260,806.68
AS-NEEDED SPECIAL EVENT SERVICES		
Day Porter:	Regular Rate: <u>\$ 29.81</u>	Overtime Rate: <u>\$44.38</u>
Short-Term Cleaning Service	UOM: <u>Per Hour</u>	Unit Price: <u>\$29.81</u>
Interior Window Cleaning	UOM: <u>Per Pane</u>	Unit Price: <u>\$3.62</u>
Exterior Window Cleaning	UOM: <u>Per Pane</u>	Unit Price: <u>\$3.62</u>

FEE SCHEDULE – YEAR THREE		
SCHEDULED CLEANING - RFOTC		
NIGHTLY SERVICE	Monthly Rate	Annual Amount
RFOTC - Building A	\$ 6,569.26	\$ 78,831.12
RFOTC - Building B	\$ 2,189.75	\$ 26,277.00
RFOTC - Building C	\$ 2,189.75	\$ 26,277.00
RFOTC - Building D	\$ 1,916.03	\$ 22,992.36
OTHER SERVICES	Monthly Rate	Annual Amount
Day Porter	\$ 9,626.17	\$ 115,514.04
TOTAL AMOUNTS	\$ 22,490.96	\$ 269,891.52
AS-NEEDED SPECIAL EVENT SERVICES		
Day Porter:	Regular Rate: <u>\$ 30.85</u>	Overtime Rate: <u>\$45.92</u>
Short-Term Cleaning Service	UOM: <u>Per Hour</u>	Unit Price: <u>\$30.85</u>
Interior Window Cleaning	UOM: <u>Per Pane</u>	Unit Price: <u>\$3.75</u>
Exterior Window Cleaning	UOM: <u>Per Pane</u>	Unit Price: <u>\$3.75</u>
QUESTIONNAIRE		
Given the increase to minimum wage scheduled for 2024, how will pricing for optional contract Year Four be structured? _____		
The minimum wage increase for 2028 is unknown at this time. Any increase to your monthly cost will be based solely on the State of California increase of minimum wage, and the impact on employers' payroll taxes and workers compensation insurance. No additional markup will be applied.		
How will pricing for optional contract Year Five be structured? _____		
Same as above		
Would your firm be willing to add additional areas, buildings, or locations to the scheduled services if later requested by OCFA?		
If so, would the same rates as proposed for RFOTC apply? If not, how will these services be charged?		
Yes, with the same rates as proposed, assuming scope of work remains the same.		

PRICE CHANGES - Contract pricing shall remain fixed for the initial term of the contract. The contractor may submit a written request to increase pricing for an amount not to exceed the twelve month change for **October in the Producer Price Index for Janitorial Services – Nonresidential Cleaning Services, 56172051**, as published by the U.S. Department of Labor, Bureau of Statistics. Changes greater than this amount may not be accepted.

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

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

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

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

Small business statistics state the average lifespan of a small business in the United States is 5-8 years. As of August 1, 2024, EFS, Inc. is proud to begin our 20th year in California. We've achieved this by building strong partnerships with our clients, prioritizing Safety, Employee Relations, Environmental issues, Community Relations, and Cost Controls. Our flexible pricing helps clients stay within their annual budgets.

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.



COVID RESPONSE PLAN

COVID Experience and Disinfecting Cleaning Program

Immediately upon COVID-19 being declared a pandemic in March 2020, Jim Ferraro and the management team began to research and develop our Disinfecting Deep Cleaning Services plan as per the Centers for Disease Control and Prevention (CDC) guidelines. EFS, Inc. monitors both CDC and World Health Organization (WHO) websites for updates and additional information to assist us in the fight against COVID-19.

As of January 15, 2022, we have:

- Secured multiple EPA approved disinfecting cleaning chemicals
- Continue to review CDC guidelines for disinfecting procedures
- Trained over 80 employees to complete disinfecting/deep cleaning services
- Set up emergency response teams to complete this service upon request
- Incorporated Electrostatic Sprayers into our disinfection protocols and made additional Electrostatic sprayers available at each operating facility to respond immediately to client request
- Achieved GBAC COVID-19 Trained Technician status with ISSA
- Had an employee become a Certified Contract Tracer through the University of John's Hopkins

The management team and employees of EFS, Inc. continue to respond immediately to our clients' requests to provide facility "high touch" hand disinfecting and deep cleaning services at our numerous medical facilities, doctors' offices, public and private schools, banking institutions, commercial properties, and public agencies.

As of July 30, 2022, we have disinfected/deep cleaned approximately 7 million square feet of our clients' facilities. Our clients knowingly contact EFS, Inc. with confidence that their properties, cities, and schools will be disinfected and ready for the next day's use.

EFS, Inc. continues to respond to requests for special disinfecting/deep cleaning services from current and new clients. These include services for various facilities including public parks and restrooms, public and private schools, banking institutions, commercial properties, public agencies and non-contract clients for assistance in battling the COVID-19 pandemic.

Our current procedure for on-call disinfecting services includes a detailed pre-site review with client. This is then followed up with a description of the two types of disinfecting services that EFS, Inc. can provide for the client. Once the client has selected which disinfecting procedure they would like performed, our highly trained staff is then equipped with the correct PPE. Once on site, our team will work with the client to ensure that all areas that have come in contact with COVID-19 positive or suspected positive individuals is thoroughly disinfected.

We know that this situation is evolving daily, and we intend to continue to respond quickly and efficiently to all of our client requests to battle against the COVID-19 pandemic.

ADDITIONAL INFORMATION



COVID RESPONSE PLAN

Hand Touch Disinfecting Specifications

Facility Disinfecting Deep Cleaning Specifications for offices, hallways, common areas, restrooms, break rooms and kitchens:

- Clean and disinfect all “high touch” points
- Clean and disinfect all doors, door handles, and fixtures
- Clean and disinfect all kitchen equipment and cabinets
- Perform all high dusting and cleaning of light fixtures, air diffusers, and door frames
- Damp wipe all baseboards
- Thoroughly disinfect all vertical and horizontal surfaces, including but not limited to desks, windowsills, tables, built-in cabinets, lighting fixtures, shelves, walls, doors, door frames, doorknobs, door handles, light switches, telephones, handrails, etc.
- Vacuum all carpeted areas making sure to get underneath built-ins, into corners and along edges.

RESTROOMS:

- Scour and sanitize all basins, toilets, urinals, and showers inside and out
- Clean and disinfect all bright work
- Clean and disinfect all partitions
- Wash and disinfect all tile throughout restrooms with disinfectant
- Disinfect and polish mirrors in restrooms

WINDOWS:

- Clean and disinfect inside window ledges
- Clean and disinfect all window frames



Hand Touch Disinfecting Deep Cleaning Specifications

1. Spray or apply with a towel hospital grade disinfectant to all touch points.
2. Let disinfectant dwell on the surface for the required kill time, usually one minute
3. After the disinfectant is on the surface for the required dwell time, wipe the surface clean and remove any streaks

The major touchpoints that need to be disinfected in offices or cubicles are as follows:

- Cabinet handles
- Door handles
- Desks or cubicle tops
- Light switches
- Phones
- Computer keyboards and mouse's
- Copiers and shredders
- Appliance buttons
- Grab rails
- Push plates
- Conference room tables and chairs
- Restroom partitions
- Restroom fixtures
- Switch plates
- File cabinets
- Opening edges of entry points
- Elevator buttons
- Door jambs
- Coffee stations
- Changing tables
- TP, towel and soap dispensers





COVID-19 Electrostatic Disinfecting Spraying Solution

Protexus Electrostatic Sprayer System

EFS, Inc. implements a research-driven technique of disinfecting that will reduce disinfecting expenses and increase our efficiency, known as the Protexus Electrostatic Sprayer System. By using the Protexus Electrostatic Sprayer System paired with the hospital grade PurTab disinfecting chemical, we have reduced the kill time of the disinfectant to one minute. We have found that in utilizing this system, we can drastically increase our efficiency of disinfecting services to approximately 10,000 square feet per hour.

We understand the safety and health of our clients' staff members is key, so EFS, Inc. selected the PurTab chemical for its non-toxic, non-corrosive characteristics as an EPA-registered disinfectant. The PurTab chemical can be applied at any time throughout the day and left on high touch surfaces with little to no residue. Depending on the saturation of the surface the PurTab disinfectant dries completely within minutes.

By utilizing these two disinfecting tools, we can dramatically increase the productivity of our staff and increase the frequency of disinfecting that can occur during a standard workday. EFS, Inc. believes that using this method of disinfecting services will greatly benefit the Orange County Fire Authority as it will increase the frequency of disinfection and provide peace of mind to residents, staff, and visitors to all of the buildings within the Orange County Fire Authority.

Link to Protexus Electrostatic Sprayer System

<https://www.youtube.com/watch?v=k1agZEwcfLQ&feature=youtu.be>





Protexus Electrostatic Sprayer System

PRODUCT FEATURES

| Cordless

16.8 volt Lithium Ion Battery System
Allows the Convenience of cord free
cleaning for approx. 4 hours of use.

| Versatile

Ideal for sanitizing, disinfecting, odor
control, pesticides, coatings, etc.

| Electrostatic On / Off Switch

Electrostatic charge can be
disabled or enabled as needed.

| Tool Free Adjustable Nozzle

Allows the versatility of
adjusting particle size for the
required application.

| Quiet

Being only 60 db., its great
for environments where
noise is important.



| Lightweight & Portable

Light enough at 3.8 lbs. to
quickly navigate from surface
to surface and room to room.

| Head Light

Illuminate work surface to provide a
clear view of intended coverage.

| Trigger Lock

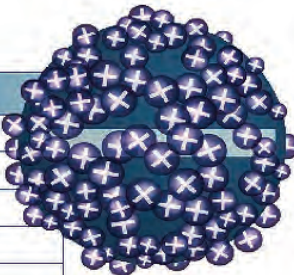
Trigger can be locked in place to
prevent accidental spraying.

| Ergonomic Over Molded Handle

Provides a soft grip for added comfort.

PRODUCT SPECIFICATIONS: PX200ES

Voltage	16.8v	Micron Size	40/60/100
Run Time	4 hrs	Flow Rate (oz/min)	3.35/3.62/4.34
Charge Time	1 hr	Spray Distance (ft)	3-6 ft
Weight	3.8 lbs	Coverage Per Tank	800 sq. ft.
Capacity	32 oz	Coverage Per Charge	54,000 sq. ft. avg.
Decibels	60 db		





Evaclean



evaclean™
NEXT GENERATION INFECTION CONTROL SOLUTIONS

WAXIE®
SANITARY SUPPLY

**NEXT GENERATION
TOUCHLESS DISINFECTION
AND SANITIZING SYSTEMS**



Evaclean is a fast, economical and complete equipment and chemical solution for eliminating and preventing the spread of infections across facilities of all sizes and industry.

PUR TABS Disinfecting and Sanitizing Tablets dissolve in the tank to create up to 6 different solutions that range from: **Killing C Dif in 4 minutes** to **NSF D2 registered food contact surface sanitizing.**

PX300ES
Cordless Electrostatic Backpack Sprayer

WITH 360° ELECTROSTATIC SPRAYING COVERAGE

PX200ES
Cordless Electrostatic Handheld Sprayer





EPA Certified Disinfectant

EARTHSAFE
A Division of Ecolab, Inc.

PUR TABS

EFFERVESCENT SANITIZING / DISINFECTION TABLETS



**The Smarter, Safer,
Sustainable alternative
to bleach.**



KILLS C DIFF IN 4 MINUTES

PUR TABS Effervescent Tablets provide up to 6 different Disinfecting and Sanitizing solutions with the affordability, ease of use, and convenience of a drop and go tablet form.

PUR TABS are a part of the EvaClean Infection Control System for up to 3X the disinfection and sanitizing coverage using the Protexus line of Electrostatic Sprayers.





EPA Certified Disinfectant

CONSOLIDATE YOUR CHEMICAL CLOSET with the proven power of PURTABS – NaDCC Disinfecting and Sanitizing Tablets.

3 Tablet Sizes

– for Convenient Dilution at any concentration.

NSF D2 Certified

– Food Contact Surface Safe Sanitizer (100ppm concentration)

SAVE UP TO 90%

– on Storage and Shipping Costs.

KILLS C DIFF IN 4 MINUTES

– AT 4306PPM concentration

OSHA / NIOSH COMPLIANT

– For Worker Exposure and Air Quality Standards when spraying with Protexus Electrostatic Sprayers.

Dilutions Stable for 7 Days

– In closed container or sprayer tank.

Kill Claims	Concentration	Dilution
Food contact surface sanitizer (No Rinse) 60 seconds contact time	100 ppm	(1) 334mg tab / 1qt (1) 3.3g tab / 2.5 gal (1) 13.1 tab / 10 gal
Hospital grade disinfectant claims (Bleach alt.) Cold & flu virus* (including H1N2) Salmonella & Staph.	538 ppm	(6) 334mg tab / 1 qt (1) 3.3g tab / 2 qts
Bloodborne pathogen, Herpes & Polio, Norovirus, MRSA & Ecoli, HIV & Hep B claims Many Animal pathogens	1076 ppm	(11) 334mg tab / 1 qt (1) 3.3g tab / 1 qt (1) 13.1 tab / 1 gal
C. Diff spore 10 minute claim	2153 ppm	(2) 3.3g tab / 1 qt (2) 13.1g tab / 1 gal
C. Diff spore 4 minute claim	4306 ppm	(4) 3.3 g tab / 1 qt (4) 13.1 g tab / 1 gal

EPA Reg. No. 71847-6-91524





April 10, 2024

To whom it may concern,

Imperial Dade Supply has had a long term partnership with Executive Facilities Services Inc. with both companies having like goals of helping customers keep buildings cleaner, safer and healthier. Imperial Dade provides multiple training classes on restroom care, Green Cleaning Practices, floor care, carpet care and COVID – 19 to our customers of which EFS Inc. participates in. Along with that, Imperial Dade prides itself on finding solutions for customers to meet all of their cleaning needs. Together with EFS Inc. we have been able to create cleaning protocols during the pandemic using electro-static sprayers, EPA N-List approved disinfectants and PPE, all while providing the other necessary products in a timely manner. I know if EFS Inc. is chosen for your facility, they will provide the same level of excellent service that other customers like yourself are receiving.

Sincerely,

Theresa Cummins
Regional Sales Manager
Imperial Dade - Loma Linda, CA

Regional Inventory Center ■ 1865 Mountain View ■ Loma Linda, CA 91764-5595



EFS, Inc. Uniform: apron, employee badge, and t-shirt





Business Licenses for Cities EFS, Inc works within		
CITY OF:	EFFECTIVE DATE:	EXPIRATION DATE:
Agoura Hills	December 29, 2024	December 28, 2024
Anaheim	May 14,2024	May 14,2025
Banning	June 21,2024	June 20,2025
Camarillo	February 1,2024	January 31,2025
Costa Mesa	June 1,2024	May 31,2025
Desert Hot Springs	April 29,2024	June 11,2025
Fontana	May 20,2024	April 30,2025
Garden Grove	July31, 2024	July 31,2025
Glendora	July 1,2024	July 1,2025
Indio	July 8,2024	July 8,2025
La Mirada	May 22,2024	June 30,2025
La Quinta	May 24,2024	May 31,2025
Loma Linda	May 23,2024	December 31,2024
Long Beach	June 3,2024	December 31,2024
Los Angeles	June 5,2024	June 5,2025
Monterey	June 6,2024	June 30,2025
Moorpark	June 18,2024	June 18,2025
Murrieta	March 20,2024	March 19,2025
Norco	July 1,2024	June 30,2024
Oceanside	May 29,2024	May 31,2025
Oxnard	November 1,2023	November 30,2024
Rancho Cucamonga	June 1,2024	May 31,2025
Redlands	January 1,2024	December 31,2024
Riverside	June 30, 2024	June 30,2025
San Bernardino	August 14,2023	August 31,2024
Simi Valley	January 1,2024	December 31,2024
Thousand Oaks	January 1,2024	December 31,2024
Ventura	June 30, 2024	June 30,2025
Westminister	August 1,2024	August 31,2025



REQUEST FOR BEST AND FINAL OFFER
RFP RO2687 – JANITORIAL SERVICES

DATE BEST AND FINAL OFFER REQUESTED: December 3, 2024

DUE DATE FOR BEST AND FINAL OFFER: December 10, 2024 AT 5:00 P.M.

Executive Facilities Services, Inc. submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA).

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

OCFA would like additional consideration on the following items:

- ***During your team's interview, you confirmed that two (2) day porters as specified are included in your proposal. Please confirm.***
- ***Please confirm that your firm is able to accommodate an eight-hour day, five days per week schedule.***

OCFA intends to use the standard Master Agreement (MA) that was provided in the RFP once the contract is awarded. No exceptions were identified in your submitted proposal.

Please complete the attached best and final pricing page and provide a response to the questions. Best and Final Offers 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.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Rothchild Ong", is written over a horizontal line.

Rothchild Ong
Assistant Purchasing Agent

BEST AND FINAL PRICING PAGE

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

FEE SCHEDULE – YEAR ONE				
SCHEDULED CLEANING - RFOTC				
NIGHTLY SERVICE		Monthly Rate	Annual Amount	
RFOTC - Building A		\$ 6,134.45	\$ 73,613.40	
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Day Porter (Qty 2)		\$ 8,989.02	\$ 107,868.24	
TOTAL AMOUNTS		\$ 21,002.32	\$ 252,027.84	
AS-NEEDED SPECIAL EVENT SERVICES				
Day Porter:	Regular Rate:	\$ 28.81	Overtime Rate:	\$ 42.88
Short-Term Cleaning Service	UOM:	Per Hour	Unit Price:	\$ 28.81
Interior Window Cleaning	UOM:	Per Pane	Unit Price:	\$ 3.50
Exterior Window Cleaning	UOM:	Per Pane	Unit Price:	\$ 3.50

FEE SCHEDULE – YEAR TWO				
SCHEDULED CLEANING - RFOTC				
NIGHTLY SERVICE		Monthly Rate	Annual Amount	
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RFOTC - Building B		\$ 2,116.04	\$ 25,392.48	
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Day Porter (Qty 2)		\$ 9,302.14	\$ 111,625.68	
TOTAL AMOUNTS		\$ 21,733.89	\$ 260,806.68	

AS-NEEDED SPECIAL EVENT SERVICES

Day Porter:	Regular Rate:	<u>\$ 29.81</u>	Overtime Rate:	<u>\$ 44.38</u>
Short-Term Cleaning Service	UOM:	<u>Per Hour</u>	Unit Price:	<u>\$ 29.81</u>
Interior Window Cleaning	UOM:	<u>Per Pane</u>	Unit Price:	<u>\$ 3.62</u>
Exterior Window Cleaning	UOM:	<u>Per Pane</u>	Unit Price:	<u>\$ 3.62</u>

FEE SCHEDULE – YEAR THREE**SCHEDULED CLEANING - RFOTC**

NIGHTLY SERVICE	Monthly Rate	Annual Amount
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RFOTC - Building B	\$ 2,189.75	\$ 26,277.00
RFOTC - Building C	\$ 2,189.75	\$ 26,277.00
RFOTC - Building D	\$ 1,916.03	\$ 22,992.36
OTHER SERVICES	Monthly Rate	Annual Amount
Day Porter	\$ 9,626.17	\$ 115,514.04
TOTAL AMOUNTS	\$ 22,490.96	\$ 269,891.52

AS-NEEDED SPECIAL EVENT SERVICES

Day Porter:	Regular Rate:	<u>\$ 30.85</u>	Overtime Rate:	<u>\$ 45.92</u>
Short-Term Cleaning Service	UOM:	<u>Per Hour</u>	Unit Price:	<u>\$ 30.85</u>
Interior Window Cleaning	UOM:	<u>Per Pane</u>	Unit Price:	<u>\$ 3.75</u>
Exterior Window Cleaning	UOM:	<u>Per Pane</u>	Unit Price:	<u>\$ 3.75</u>

1. Please provide confirmation that two (2) day porters are included as part of your proposal.
Executive Facilities Services, Inc. confirms that the rates provided is for two dayporters.
2. Please confirm that your firm is able to accommodate an eight-hour day, five days per week schedule.
Executive Facilities Services, Inc. confirms that it can accommodate eight-hour days, five days a week schedule.

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

Executive Facilities Services, Inc.

Name of Company

2201 E Winston Rd. Anaheim, CA 92806

Address



Signature of Person Authorized to Sign

Jim Ferraro

Printed Name

12/6/24

Date

Company Owner

Title



EFS, Inc.

Also, the service providers that are operating illegally are not making the employers portion of the employee State and Federal employer payroll taxes. Individuals that would be performing janitorial services as independent contractors clearly do not meet the IRS guidelines to be classified as an Independent Contractor

The State of California has attempted to address this issue via Assembly Bill 5. (Please see attached letter from EDD dated December 13, 2019, regarding Assembly Bill 5.)

EFS, Inc. knows that to attract, train and retain quality employees, our base hourly wage will begin at \$17.00 per hour. If EFS, Inc. is the awarded service provider, we would focus on retaining and investing in each of our employees as we know they are the foundation for our success and reputation in the industry. EFS, Inc. provides health benefits and savings programs for each of our employees demonstrating our commitment to our front-line workforce.

With a strategically staffed facility located at 2201 E. Winston Rd, Suite L, Anaheim, CA 92806, EFS, Inc. is positioned for quick responses to ongoing, last minute and emergency situations brought to us by our clients. Our Orange County location alone provides quality nightly janitorial, carpet cleaning, window and upholstery cleaning, hard floor services, and disinfecting services for approximately 30 client sites. Our four operating locations located within Southern and Central California currently service approximately four-million-square feet of cleanable space per night with a labor pool of over 280 W-2 employees.

EFS, Inc. does not utilize Independent Contractors.

The density of our client sites also allows us the opportunity to increase our employees nightly labor hours and provide a higher standard of living for our employees. EFS, Inc. will not be utilizing subcontractors to complete the work outlined in the scope of work for the Orange County Fire Authority. EFS, Inc. will obtain, review and approve a criminal history/background check and drug screen for all personnel prior to their placement for work at any Orange County Fire Authority work site.

At all EFS, Inc. operating locations we maintain the correct number of staff members, front-line employees, and a casual labor force to meet our clients' ever-changing needs. Most importantly, our ongoing front line employee training and monitoring provides the ability to efficiently meet and exceed your facility needs.

EFS, Inc. will hold its rates for 180 days from the due date of the proposal, August 8, 2024.

EFS, Inc. is registered and active with DIR. DIR# JS-LR-000014832.

We look forward to having a future opportunity to work closely with the team at the Orange County Fire Authority.

Jim Ferraro
Company Owner
Executive Facilities Services, Inc. 6865 Weaver St.
Riverside, CA 92504
Office: (844) 780-2626
Cell: (909) 815-0144
Fax: (951) 346-3922
Email: jferraro@execservices.biz

RJ Storm-Larsen
Director of Business Relations Executive Facilities Services, Inc. 6865
Weaver St.
Riverside, CA 92504
Office: (844) 780-2626
Cell: (805) 705-4195
Fax: (951) 346-3922
Email: rjstorm-larsen@execservices.biz

**ORANGE COUNTY FIRE AUTHORITY
AGREEMENT
FOR JANITORIAL SERVICES**

THIS AGREEMENT FOR JANITORIAL SERVICES ("Agreement") is made and entered into this ____ day of January, 2025 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and Executive Facilities Services, Inc. ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires Janitorial Services as requested in RFP RO2687, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a proposal dated August 6, 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, Janitorial 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 Janitorial Services from Contractor as more fully detailed in Exhibit "A", attached hereto, which includes by reference and by addendum: (1) OCFA's RFP RO2687, dated June 12, 2024 ("Solicitation"), (2) Contractor's Proposal, dated August 6, 2024 as modified by Best and Final Offer dated December 6, 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: RJ Storm-Larsen, Senior Director of Business Development. 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 David Nickols, Facilities Maintenance Manager, unless otherwise designated in writing by OCFA. It shall be Contractor's responsibility to keep the Contract Administrator fully informed of the progress of the provision of the Goods or Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Administrator. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Administrator.

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

Orange County Fire Authority
Attention: Sara Kennedy CPPB,
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:

Executive Facilities Services, Inc.
Attention: RJ Storm-Larsen
2201 E. Winston Rd.
Anaheim, CA 92806

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"

EXECUTIVE FACILITIES SERVICES, INC

Date: 12/30/24

By: *RJ Storm-Larsen*

~~RJ~~ Storm-Larsen
Senior Director of Business
Development

Date: 12/30/24

By: *James Ferraro*

Jim Ferraro
Owner

EXHIBIT "A"

A1. CONTRACTOR RESPONSIBILITIES

A1.1 GENERAL

Contractor must furnish the personnel, supplies and equipment necessary to provide janitorial services as described in Section 2.5. Contractor must be able to communicate by email and phone and be reachable by phone twenty-four hours per day, seven days per week for the purpose of contacting and dispatching service personnel.

Contractor must comply with all applicable laws including, but not limited to, the **Displaced Janitor Opportunity Act**, California Labor Code, Section 1060 – 1065 and the **Property Service Workers Protection Act**, California Labor Code, Section 1420 – 1434. See Appendix Two for additional information.

Contractor must notify OCFA within one day, via email by the supervisor, of any abnormal conditions or occurrences, including vandalized, damaged, or inoperable property. Should any OCFA property be damaged or destroyed by the Contractor, the Contractor will bear full responsibility for repair and/or replacement, as coordinated and approved by OCFA. Contractor shall bear full responsibility for theft or loss of keys in their possession and shall pay for re-keying all locks operated by these keys. Keys must not be duplicated and are to be issued by the OCFA Property Management Department.

A1.2 PERSONNEL

Contractor shall provide personnel that have been trained for performance of the specified services. Contractor must provide supervision of personnel at all times. Supervisors must speak English and have been trained in supervision as well as in providing janitorial services.

Contractor must obtain, review and approve a criminal history/background check and drug screen for all personnel prior to their placement for work at any OCFA work site.

Contractor must provide written notice of all changes in Contractor personnel. Notice must include the name of employee, the effective date of employment or termination, and a current copy of a valid U.S. government-issued photo identification (for new employees). Contractor personnel must carry valid, U.S. government-issued photo identification with them at all times while on OCFA property. No employees will be allowed to provide services without such identification.

Contractor must not allow its personnel to enter OCFA premises while under the influence of drugs or alcohol, nor use or possess drugs or alcohol while on OCFA premises. Should any employee of Contractor deemed unacceptable to OCFA for any reason, OCFA may notify Contractor and request the removal of the personnel involved and a replacement must be provided.

The Contractor shall ensure sufficient staffing levels to provide the services described herein. Should Contractor personnel fail to report for his or her shift, the Contractor must provide a replacement within two hours. Employees of the Contractor shall not be assisted

nor accompanied by any individual that is not an employee of the Contractor and also assigned to provide services on OCFA premises.

A1.3 UNIFORMS

Contractor personnel must wear uniforms supplied by the Contractor while on OCFA premises. The uniform will be subject to approval by OCFA and have the Contractor's name and/or logo permanently affixed. Contractor personnel must wear an OCFA identification badge in a clearly visible location at all times while on OCFA premises.

Contractor personnel must wear protective gear appropriate to the task being performed, as required by applicable Cal/OSHA regulations.

A1.4 SUPPLIES AND EQUIPMENT

Supplies, equipment and tools which the Contractor must provide and maintain include, but are not limited to:

Supplies		
Cleaning agents (such as floor, tile, glass)	Floor wax	Floor wax strippers
Sealers	Tile polish	Metal polishes
Furniture waxes and/or polishes	Surface sanitizers	Surface disinfectants
Equipment and Tools		
Wet and dry vacuum cleaners	Carts	Floor washers
Floor buffers	Carpet pile lifters	Brooms
Mops	Buckets	KEX-style sweeping tools
Sponges	Rags	Squeegees

Contractor must provide containers on wheels to move trash through buildings and out to dumpsters. At no time shall containers or other equipment be slid on floors. Contractor shall store all equipment in designated janitor closets throughout the facilities.

Contractor must store all chemicals in the main janitorial closet located in the lobby of Building A, which is kept locked at all times.

Flammable liquids and materials must not be stored on the premises. All cleaning chemicals and other supplies used by the Contractor must be used in accordance with all federal, state, and local laws. Material Safety Data Sheets (MSDS) must be on-site and available for all chemicals stored and used within a service area prior to beginning work. All secondary containers must be labelled with the contents. The Contractor must comply with 29 CFR 1910.1200 Hazard Communication.

A1.5 SERVICE PROCEDURE

A1.5.1 RFOTC

Upon arrival the Contractor personnel shall provide identification to and sign in with the security guard at the reception desk in the lobby of Building A. The guard will provide the required keys, access control badges, and radio (for use by the day porter only). Contractor personnel are then required to complete all work in accordance with Scope of Services.

During any lunch breaks taken during the shift, the keys, radio and access control badge shall be turned in to security. Upon returning from break, all items will be re-issued. At the completion of the services, Contractor personnel must sign out with the security guard return keys, radios (if applicable), and badges.

A1.5.2 OTHER LOCATIONS AS APPLICABLE

Special services scheduled for locations other than RFOTC will be coordinated directly with OCFA. OCFA will ensure staff is on site to grant Contractor personnel access to the location.

A1.5.3 GENERAL

Supervisor or lead on duty at OCFA shall work with OCFA personnel in planning and scheduling tasks. Contractor shall advise Property Management if any additional work is required and when the Contractor will return to perform that work. Contractor shall report accidents and injuries to OCFA immediately.

Use of OCFA telephones and radios is prohibited, except under emergency circumstances for medical aid, fire or safety, etc. Unauthorized use of OCFA office equipment such as copy machines, computers, fax machines, calculators, appliances, etc., is prohibited.

Contractor personnel shall not open drawers, cabinets, or locked doors except to access approved supplies with expression permission of OCFA. Items left on desks or other surfaces shall not be disturbed.

Contractor shall report conditions such as leaky faucets, plugged drains, or broken fixtures, water on the floor, broken janitor closets, replacement light bulbs, etc. to OCFA Property Management immediately. Contractor shall respond to all service complaints no later than the next business day. Contractor must not recycle trash or store trash on the premises. Contractor shall not empty blue recycle containers or bins.

Contractor shall keep all doors locked while working in each building. Keys shall not be left in doors. Contractor shall not admit any person into a building who is not a direct employee of the contractor actively engaged in providing the specified services and not without checking in with security. Contractor or its employees shall not enter areas of the facilities not specifically included in the scope of services. Contractor shall check all windows and doors for proper closure and locking, and extinguish all lights upon exiting buildings.

A1.6 INVOICING

Invoices submitted by the Contractor must include the following information:

Invoice number	Invoice date	Location of Service
Brief description of service	Dates of service	Unit and extended prices
Total amount requested	Federal Tax I.D. Number	Blanket Order Number

A2.1 DELIVERABLES

A2.1.1 SCHEDULED JANITORIAL SERVICES

Regular service is to be performed as described herein and in **Appendix Two. Carpet cleaning services are not required.**

A2.1.2 SPECIAL SERVICES TO BE PROVIDED AT ANY OCFA LOCATION (AS-NEEDED)

A2.1.2.1 SPECIAL EVENT DAY PORTER SERVICE

These services may be requested for events such as Academy Graduation or Open House and may include one male and one female to perform restroom checks, lobby maintenance, and other related services during the event.

A2.1.2.2 SPECIAL EVENT ONE-TIME CLEANING

Special services for locations other than RFOTC will be scheduled and coordinated by OCFA on an as-needed basis and will include a job site visit and estimate prior to the service.

A2.1.2.3 WINDOW CLEANING – INTERIOR

Service includes the interior cleaning of windows to a spotless, streak free condition. OCFA will schedule and coordinate the service on as-needed basis.

A2.1.2.4 WINDOW CLEANING – EXTERIOR

Service includes the exterior cleaning of windows to a spotless, streak free condition. OCFA will schedule and coordinate the service on as-needed basis.

A2.2 RFOTC HOURS OF OPERATION

- **STAFF HOURS, BUILDINGS A AND C**

Monday through Thursday: 6:00 AM – 6:00 PM
Every other Friday: 6:00 AM – 5:00 PM

- **STAFF HOURS, BUILDING B**

24 hours, 7 day per week

- **PUBLIC AND VISITOR HOURS**

Monday through Thursday: 8:00 AM – 5:00 PM
Every other Friday: 8:00 AM – 4:00 PM

- **DAY PORTER HOURS**

Monday through Thursday: 7:00 AM – 5:00 PM

Every Other Friday: 7:00 AM – 4:00 PM

9/80 Schedule with 44 and 36 hours per week respectively

- **EVENING CLEANING HOURS**

Monday through Thursday: 5:00 PM – 4:00 AM

Every Other Friday: 5:00 PM – 4:00 AM

Investigations offices are to be cleaned between 5:00 PM and 6:00 PM with a designated OCFA staff member present. Cleaning of all other areas is to take place between 6:30 PM and 4:00 AM.

- **SPECIAL EVENT DAY PORTER SERVICES**

Academy Graduations typically take place after 5:00 PM on weekdays

Open House events typically take place between 7:00 AM and 5:00 PM on weekends

Additional events to be scheduled on an as-needed basis.

- **NON-SERVICE DAYS**

Day Porter and Evening Cleaning services will not be provided on the following OCFA holidays:

New Year's Day	Birthday of Martin Luther King, Jr.
Lincoln's Birthday	President's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day (and the day after)
Christmas Eve	Christmas Day

OCFA Calendar will be provided to successful contractor after bid award.

- **DEVIATIONS FROM WORK SCHEDULE:**

Contractor will provide OCFA with 24 hours advance notice of any schedule deviation.

A2.3 RECORDS, REPORTS AND MEETINGS

A2.3.1 RECORDS

The awarded Contractor, prior to commencing services under the Agreement, and any time thereafter as appropriate, must provide the Material Safety Data Sheets for all chemicals to be used on OCFA premises prior to use.

A2.3.2 REPORTS

The awarded Contractor, upon commencing service under the Agreement, shall provide to OCFA a list of its employees and employees of its subcontractors, if applicable, who will provide services at the sites covered under the Agreement. Contractor must also provide updated reports of the classification of all personnel along with the days and hours worked, as requested by OCFA.

A2.3.3 ON-SITE MEETINGS

Meetings between the Contractor Area Manager and OCFA will be scheduled on an as-needed basis. During these meetings, the service area will be jointly inspected to ensure the services provided meet the agreed upon requirements. Meetings will be coordinated and scheduled by OCFA.

A2.4 OCFA RESPONSIBILITIES

OCFA will supply blower, trash liners, toilet tissue, paper towels, seat covers, hand soaps and urinal blocks.

EXHIBIT "B"

B1. PRICE SCHEDULE

FEE SCHEDULE – YEAR ONE			
SCHEDULED CLEANING - RFOTC			
NIGHTLY SERVICE		Monthly Rate	Annual Amount
RFOTC - Building A		\$ 6,134.45	\$ 73,613.40
RFOTC - Building B		\$ 2,044.82	\$ 24,537.84
RFOTC - Building C		\$ 2,044.82	\$ 24,537.84
RFOTC - Building D		\$ 1,789.21	\$ 21,470.52
OTHER SERVICES		Monthly Rate	Annual Amount
Day Porter (Qty 2)		\$ 8,989.02	\$ 107,868.24
TOTAL AMOUNTS		\$ 21,002.32	\$ 252,027.84
AS-NEEDED SPECIAL EVENT SERVICES			
Day Porter:	Regular Rate:	\$ 28.81	Overtime Rate: \$ 42.88
Short-Term Cleaning Service	UOM:	Per Hour	Unit Price: \$ 28.81
Interior Window Cleaning	UOM:	Per Pane	Unit Price: \$ 3.50
Exterior Window Cleaning	UOM:	Per Pane	Unit Price: \$ 3.50

B1. ADDITIONAL

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.

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 **Janitorial Services – Nonresidential Cleaning Services, 56172051, 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 PPI in effect for the BASE year six-month average (January through June 2025; 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 "C"
Insurance Requirements

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

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

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

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

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

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

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

C2.3.1 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.

C2.3.2 Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "D"
Special Terms and Conditions
(NOT APPLICABLE)

ORANGE COUNTY FIRE AUTHORITY
RO2687 - Janitorial Services

	CCS Facilities			DMS Facility Services			Ecobrite Services		
Cost Proposal	\$309,828 (rev.)			\$329,818.21			\$287,240.64		
Evaluators	1	2	3	1	2	3	1	2	3
A. Method of Approach (20)	16.00	16.00	20.00	18.00	16.00	12.00	6.00	10.00	18.00
B. Statement of Qualifications (30)	27.00	24.00	15.00	27.00	24.00	30.00	9.00	15.00	18.00
C. Comm/Customer Service (10)	8.00	7.00	8.00	7.00	7.00	10.00	3.00	6.00	2.00
D. Cost (40)	37.71	37.71	37.71	29.27	29.27	29.27	33.61	33.61	33.61
Sum of Proposal Scores	88.71	84.71	80.71	81.27	76.27	81.27	51.61	64.61	71.61
Ranking	2	2	7	4	5	6	13	10	12
Written Sum of Ranking	11			15			35		
Interview (25)	10	10	10						
Sum of Scores w/ Interview	98.71	94.71	90.71	81.27	76.27	81.27	51.61	64.61	71.61
Ranking w/ interview	3	2	4	4	5	7	13	10	12
Written Sum of Ranking w/ Interview	9			16			35		
	Executive Facilities Services			Harbor Building Maintenance			JoncoWest		
Cost Proposal	\$252,027.84			\$336,252.00			\$276,312.00		
Evaluators	1	2	3	1	2	3	1	2	3
A. Method of Approach (20)	18.00	16.00	20.00	12.00	10.00	20.00	8.00	12.00	18.00
B. Statement of Qualifications (30)	27.00	24.00	27.00	21.00	18.00	30.00	15.00	18.00	24.00
C. Comm/Customer Service (10)	8.00	7.00	8.00	6.00	5.00	10.00	4.00	6.00	9.00
D. Cost (40)	38.31	38.31	38.31	28.71	28.71	28.71	34.94	34.94	34.94
Sum of Proposal Scores	91.31	85.31	93.31	67.71	61.71	88.71	61.94	70.94	85.94
Ranking	1	1	2	9	12	4	11	6	5
Written Sum of Ranking	4			25			22		
	Platinum Cleaning			Premier Property Preservation			Pride One		
Cost Proposal	\$383,687.24			\$572,151.96			\$498,342.00		
Evaluators	1	2	3	1	2	3	1	2	3
A. Method of Approach (20)	8.00	8.00	8.00	12.00	12.00	10.00	6.00	12.00	20.00
B. Statement of Qualifications (30)	12.00	15.00	15.00	21.00	18.00	21.00	9.00	21.00	15.00
C. Comm/Customer Service (10)	4.00	5.00	3.00	8.00	5.00	6.00	3.00	7.00	6.00
D. Cost (40)	25.16	25.16	25.16	16.88	16.88	16.88	19.38	19.38	19.38
Sum of Proposal Scores	49.16	53.16	51.16	57.88	51.88	53.88	37.38	59.38	60.38
Ranking	14	14	15	12	15	14	15	13	13
Written Sum of Ranking	43			41			41		
	Priority Building Services			Santa Fe Janitorial Services			US Metro Group		
Cost Proposal	\$382,259.00			\$337,569.12			\$244,985.55		
Evaluators	1	2	3	1	2	3	1	2	3
A. Method of Approach (20)	18.00	16.00	20.00	16.00	12.00	20.00	10.00	14.00	20.00
B. Statement of Qualifications (30)	24.00	21.00	24.00	21.00	18.00	21.00	12.00	21.00	27.00
C. Comm/Customer Service (10)	7.00	8.00	8.00	8.00	6.00	5.00	6.00	8.00	9.00
D. Cost (40)	25.26	25.26	25.26	28.60	28.60	28.60	39.41	39.41	39.41
Sum of Proposal Scores	74.26	70.26	77.26	73.60	64.60	74.60	67.41	82.41	95.41
Ranking	6	7	9	7	11	11	10	3	1
Written Sum of Ranking	22			29			14		
	Ultimate Maintenance Services			Ultra Shine, Inc			Universal Building Maintenance		
Cost Proposal	\$241,380.00			\$278,986.23			\$242,314.00		
Evaluators	1	2	3	1	2	3	1	2	3
A. Method of Approach (20)	14.00	10.00	12.00	18.00	16.00	20.00	12.00	10.00	14.00
B. Statement of Qualifications (30)	21.00	15.00	21.00	27.00	21.00	27.00	15.00	15.00	18.00
C. Comm/Customer Service (10)	6.00	5.00	6.00	9.00	8.00	10.00	5.00	4.00	5.00
D. Cost (40)	40.00	40.00	40.00	34.61	34.61	34.61	39.85	39.85	39.85
Sum of Proposal Scores	81.00	70.00	79.00	88.61	79.61	91.61	71.85	68.85	76.85
Ranking	5	8	8	3	4	3	8	9	10
Written Sum of Ranking	21			10			27		



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 23, 2025

Agenda Item No. 2E
Consent Calendar

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

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Julie Samaniego, Construction and
Facilities Division Manager/Logistics Department

juliesamaniego@ocra.org

949.573.6471

Summary

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

Prior Board/Committee Action

On June 27, 2024, the Executive Committee approved and authorized increases to the Professional Services Agreements with RRM Design Group and COAR Design Group to an amount not to exceed \$200,000 annually. The contracts were originally issued under management authority to perform architectural and engineering design services in support of OCFA's CIP projects which provide renovation and improvement of OCFA's Facilities.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to increase the Professional Services Agreements with RRM Design Group and COAR Design Group for as-needed architectural, engineering and construction related professional services to an amount not to exceed \$300,000 annually per contract.
2. Approve and authorize the Purchasing Manager to increase the Professional Services Agreements with BOA, Delane Engineering, and Goss Engineering for as-needed architectural, engineering and construction related professional services to an amount not to exceed \$200,000 annually per contract.

Impact to Cities/County

Not Applicable.

Fiscal Impact

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

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

On November 17, 2022, the OCFA issued Request for Qualifications RO2584 for capital improvement and construction related professional services in support of the OCFA's capital improvement program, to include architectural and engineering design, project/construction management, and inspection services. As a result of this solicitation, BOA, RRM Design Group, COAR Design Group, Goss Engineering and Delane Engineering were each awarded a contract under management authority to perform architectural and engineering design services for an amount not to exceed \$100,000 annually.

On June 27, 2024, the Executive Committee approved and authorized increases to the above mentioned Professional Services Agreements with RRM Design Group and COAR Design Group for an amount not to exceed \$200,000 annually for each contract. The increase in services resulted from the progression of projects approved under the FY 2023/24 5-Year CIP, including Inclusive Facilities remodels, Fire Station remodels, and Fire Station replacements.

Current progress on projects now includes generator replacement at stations and various OCFA facilities, the RFOTC Security Fence and Perimeter Enhancement project, Station 23 engineering services for future remodel, Station 41 dorm remodel and expansion, Station 31 and Station 36 Inclusive Facilities Remodels, HVAC system controls replacement at RFOTC, and concrete/asphalt replacement and improvements at various OCFA facilities. To provide the necessary engineering and design support for these projects, and various additional budgeted CIP projects which provide renovation and improvement of OCFA's Facilities, additional contract increases for architectural/engineering design, project/construction management, and inspection services is recommended.

Recommendation

To address the increase in OCFA's need for architectural, engineering, and project/construction management services, staff is recommending that the agreements with RRM and COAR be increased to a not to exceed amount of \$300,000 annually for the current term ending March 31, 2025 and for each contract's remaining three one-year renewal terms. Staff also recommends increasing the agreements with BOA (ending March 31, 2025) and Delane and Goss (each ending on April 30, 2025) to an amount not to exceed \$200,000 annually for the current terms and for each contract's remaining three one-year renewals. Since the recommended increases exceed the administrative authority outlined in the OCFA Roles/Responsibilities/Authorities Matrix, approval by the Executive Committee is requested.

Attachment(s)

1. Proposed Contract Amendment – BOA
2. Proposed Contract Amendment – RRM
3. Proposed Contract Amendment - COAR
4. Proposed Contract Amendment - Delane
5. Proposed Contract Amendment - Goss

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

THIS AMENDMENT NUMBER ONE TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT ("Amendment One") is made and entered into this ___ day of January 2025, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Black O'Dowd and Associates Inc., dba BOA Architecture, an Architectural and Engineering Firm, hereafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as "Parties".

RECITALS

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

WHEREAS, OCFA and Firm desires to amend the Agreement to reflect additional pricing and compensation information.

AGREEMENT

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

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

3.1 Compensation of Firm.

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Attachment "1" to Exhibit "A", in an amount not to exceed Two Hundred Thousand Dollars (\$200,000) annually. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for services rendered deemed to be necessary by Firm and approved by OCFA. These Services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

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

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

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date:_____

By:_____

Sara Kennedy, CPPB
Purchasing Division Manager

“FIRM”

**BLACK O’DOWD & ASSOCIATES INC.
DBA BOA ARCHITECTURE**

Date:_____

By:_____

Edward Lok Ng
President

Date:_____

By:_____

Corey Gonzales
Manager

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

THIS AMENDMENT NUMBER SIX TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT ("Amendment Six") is made and entered into this ___ day of January 2025, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and RRM Design Group, a Corporation, hereafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as "Parties".

RECITALS

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

WHEREAS, the Agreement was subsequently amended by mutual agreement of the Parties on November 13, 2023 ("Amendment One"), January 11, 2024 ("Amendment Two"), March 1, 2024 ("Amendment Three"), June 27, 2024 ("Amendment Four"), and October 2, 2024 ("Amendment Five");

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

WHEREAS, the Parties desire to enter into this Amendment to reflect additional pricing and compensation information.

AGREEMENT

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

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

3.1 Compensation of Firm.

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Attachment "1" to Exhibit "A", in an amount not to exceed Seventy-Seven Thousand Four Hundred Dollars (\$77,400) for Wildfire Resource Center Planning and Development Consultant Services, Five Thousand Five Hundred Dollars (\$5,500) for OCFA Wilderness Facility Master Plan, in accordance with the terms set forth in Attachment "2" to Exhibit "A", in an amount not to exceed Thirty-One Thousand Seven Hundred Fifty Dollars (\$31,750) for Wildfire Facility Programming Services, and up to an additional annual amount not to exceed \$268,250 for as-needed services for the period ending March 31, 2025. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for services rendered deemed to be necessary by Firm and approved by OCFA. These Services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

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

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

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

"FIRM"

RRM DESIGN GROUP

Date: _____

By: _____

Mike Scott, LEED AP
Principal

Date: _____

By: _____

Erik Justesen
President/CEO

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

THIS AMENDMENT NUMBER FOUR TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT ("Amendment Four") is made and entered into this __ day of January 2025, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Coar Design Group, an Architectural and Engineering Firm, hereafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as "Parties".

RECITALS

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

WHEREAS, the Original Agreement was subsequently amended by mutual agreement of the Parties on October 30, 2023 ("Amendment One"), June 27, 2024 ("Amendment Two"), and October 21, 2024 ("Amendment Three");

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

WHEREAS, OCFA and Firm desires to amend the Agreement to reflect additional pricing and compensation information.

AGREEMENT

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

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

3.1 Compensation of Firm.

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Attachment "1" to Exhibit "A", in an amount not to exceed Fifty Thousand Dollars (\$50,000) for OCFA Training Grounds Assessment Services, in accordance with the terms set forth in Attachment "2" to Exhibit "A", in an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000) for OCFA Fire Station 41 renovation, and up to an additional amount not to exceed \$180,000 for as-needed services for the period ending March 31, 2025. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for services rendered deemed to be necessary by Firm and approved by OCFA. These Services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

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

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

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date:_____

By:_____

Sara Kennedy, CPPB
Purchasing Division Manager

“FIRM”

COAR DESIGN GROUP

Date:_____

By:_____

Jeff Katz
Principal

Date:_____

By:_____

Jeff Katz
Secretary

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

THIS AMENDMENT NUMBER TWO TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT ("Amendment Two") is made and entered into this ___ day of January 2025, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Delane Engineering an Engineering Firm, hereafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Construction Related Professional Services Agreement on the 30th day of March 2023 ("Agreement"), which is incorporated herein by this reference;

WHEREAS, the Agreement was subsequently amended by mutual agreement of the Parties on September 14, 2023 ("Amendment One"); and

WHEREAS, OCFA and Firm desires to amend the Agreement to reflect additional pricing and compensation information.

AGREEMENT

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

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

3.1 Compensation of Firm.

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Attachment "1" to Exhibit "A", for Engineering Services for Fire Station 23 in an amount not to exceed Fifty-Seven Thousand Dollars (\$57,000) and up to an amount not to exceed \$200,000 for the period ending April 30, 2025. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for services rendered deemed to be necessary by Firm and approved by OCFA. These Services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

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

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

Amendment Two.

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

“FIRM”

DELANE ENGINEERING

Date: _____

By: _____

John Prince
Principal/ Co-Owner

Date: _____

By: _____

John Prince
Vice-President

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

THIS AMENDMENT NUMBER THREE TO CONSTRUCTION RELATED PROFESSIONAL SERVICES AGREEMENT ("Amendment Three") is made and entered into this ___ day of January 2025, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Goss Engineering, Inc., a Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, OCFA and Contractor entered into that certain Construction Related Professional Services Agreement on the 13th day of April, 2023 ("Original Agreement"), which is incorporated herein by this reference;

WHEREAS, the Original Agreement was subsequently amended by mutual agreement of the Parties on September 20, 2023 ("Amendment One") and February 27, 2024 ("Amendment Two");

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

WHEREAS, OCFA and Firm desires to amend the Agreement to reflect additional pricing and compensation information.

AGREEMENT

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

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

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Attachment "2" to Exhibit "A" for OCFA Training Tower Electrical Construction Administration Services for an amount not to exceed Six Thousand Five Hundred Dollars (\$6,500), Attachment "1" to Exhibit "A" for Professional Engineering Services for OCFA Buildings A & B BMS Replacement Design for an amount not to exceed Sixty-One Thousand Dollars (\$61,000) and up to an annual amount not to exceed One Hundred Thirty-Two Thousand, Five Hundred Dollars (\$132,500) Dollars for as-needed services.

2. Except as modified above, all terms and conditions of the Agreement, as amended by this Amendment Three shall remain unchanged and in full force and effect.

3. The persons executing this Amendment Three on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment Three.

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

“FIRM”

GOSS ENGINEERING, INC.

Date: _____

By: _____

Nick Ubrun
Principal

Date: _____

By: _____

Shaw Gentry
Principal



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
January 23, 2025

Agenda Item No. 2F
Consent Calendar

Award of Contract for Security Management Services
RFP SK2701

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

jimruane@ocfa.org

714.573.6801

Julie Samaniego, Construction and
Facilities Division Manager/Logistics Department

juliesamaniego@ocfa.org

714.573.6471

Summary

This agenda item is submitted for approval to award an agreement for physical security management services to Legacy Of Operations and Professionals (LOOP), the top ranked proposer resulting from Request for Proposals (RFP) SK2701.

Prior Board/Committee Action

None

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to award an agreement for security management services to Legacy Of Operations and Professionals (LOOP) for an initial one-year term at an amount not to exceed \$316,000 annually.

Impact to Cities/County

None.

Fiscal Impact

Funding for this contract is included in the FY 24/25 Property Management Division Budget. Funding for future years will be provided for in future operating budgets.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

In June of 2020, an OCFA staff security advisory panel issued a Physical Security Assessment report containing recommendations for enhancement based upon a Threat and Vulnerability Assessment of the RFOTC campus prepared by Security Strategies International, and a Physical Security Assessment completed by the Orange County Intelligence Assessment Center (OCIAC). In November 2021, OCIAC completed an updated security assessment with recommendations that further support the Advisory panel's 2020 findings, including consideration of using armed guards at the RFOTC and adding professional security management services. To address the identified vulnerabilities and assessment recommendations, staff issued RFP RO2480a in March 2021 for

security services that included security management services. No contract award resulted from this RFP, resulting in a subsequent solicitation for physical security services without security management services (RFP SK2595), and Executive Committee approval of a contract with Allied Universal Security Services for physical security services on January 25, 2024. To provide for security management services pending issuance of an RFP, an interim contract was issued to Legacy Of Operations and Professionals (LOOP) under management authority to provide services beginning in April 2024.

Request for Proposals (RFP) Process

On September 4, 2024 staff issued RFP SK2701 to 247 vendors to solicit proposals for security management services. On September 19, 2024 the proposal due date, 6 responsive proposals were received. An evaluation team consisting of two OCFA Logistics Department staff members and one City of Irvine Police Department detective scored the written proposals. Each proposal was evaluated based on the following weighted criteria as defined in the RFP: Method of Approach (30), Qualifications, Experience, & Past Performance (45), and Pricing (25). Following the written proposal evaluation, a panel of three subject matter experts consisting of two individuals from OCFA staff and one from the City of Irvine Police Department conducted interviews with the representatives from the three highest ranking firms: LOOP, Absolute International Security, and Guidepost. During the interviews, the scope of services required and the firms' respective approach and experience were discussed in depth. Brief summaries of the evaluation results are as follows:

LOOP

Cost: \$316,000

LOOP principal Frederick Simon demonstrated a strong fit for OCFA's security management needs by proposing a detailed approach to meeting OCFA's requirements and a well thought out training plan. LOOP offers comprehensive services, is readily available to meet OCFA's on-site security management needs, and has demonstrated extensive success with similar projects, both for OCFA and for other clients. Fred Simon's FBI background and hands-on approach make LOOP a strong candidate, and the training programs offered are customized to client needs.

Guidepost

Cost: \$19,200

Guidepost has a comprehensive portfolio and professional presentation. They are knowledgeable and experienced. The services offered do not include the requested Physical Security Manager. Guidepost provides project-oriented services with limited on-site availability of a dedicated point of contact. The proposal relied heavily on remote contacts and virtual training, which does not meet OCFA's needs. For this reason, the considerably lower cost of the proposal relative to other offers did not outweigh the team's rating of the Guidepost's proposed method of approach.

Absolute International Security

Cost: \$226,752

The firm proposed assigning top-level staff with considerable experience, however OCFA would be their first client for security management services. Thus, their comparatively limited experience in similar engagements was reflected in the final rankings. Absolute emphasized their strength and past success in providing guard services, which is outside the required scope. The firm's model is more suited for guard services, and the training programs offered included comparatively fewer opportunities to tailor content to OCFA staff.

For the above reasons, the evaluation panel rated the LOOP offer as both the most responsive to the RFP and most advantageous overall.

Recommendation

Based upon the evaluation results, staff is recommending contract award to Legacy Of Operations and Professionals (LOOP) for security management services for an initial one-year term at an amount not to exceed \$316,000 annually, and authorize the Purchasing Manager to extend the term by up to four (4) one-year renewal periods with allowances for annual pricing increases not to exceed the change for Selected Security Services in the Producer Price Index PPI industry data for Product Code WPU48 as published by the U.S. Department of Labor, Bureau of Statistics not to exceed three percent.

Attachment(s)

1. Request for Proposals SK2701
2. Proposed Professional Services Agreement
3. RFP Rankings



ORANGE COUNTY FIRE AUTHORITY

REQUEST FOR PROPOSALS SECURITY MANAGEMENT SERVICES

DATE: September 4, 2024

RFP Number: SK2701

Orange County Fire Authority (OCFA) is soliciting proposals from experienced contractors to provide Security Management Services for OCFA facilities and related training, as stated in the scope of work.

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

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

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

If you elect to submit your proposal electronically, no additional copies or digital media will be required. Electronic proposals must be submitted online through OCFA's electronic procurement system, PlanetBids, at:

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

Proposals will be received no later than **11:00 A.M.** Pacific Standard Time (PST) on **Thursday, September 19, 2024.**

LATE SUBMITTALS WILL NOT BE ACCEPTED.

A non-mandatory pre-proposal tele-conference is scheduled on **Thursday, September 12, 2024 at 10:00 A.M.** Any questions concerning this Request for Proposals (RFP) can be submitted online via the Q&A module available through PlanetBids before **Thursday, September 12, 2024 at 11:00 A.M.** OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

Sara Kennedy | Purchasing Division Manager
sarakennedy@ocfa.org | 714.573.6641

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SECTION I: PROPOSAL INFORMATION

1.1 DEFINITIONS

OCFA: Orange County Fire Authority

RFP: Request for Proposals

RFOTC: Regional Fire Operations and Training Center

1.2 AGENCY BACKGROUND

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

OCFA is the largest regional fire service organization in Orange County and one of the largest in California. Emergency response services are provided to a community of over 1.75 million residents in a 575 square mile area. OCFA has approximately 127 job classifications with an authorized staffing level of 1,571 full-time positions. The staff provides front-line services, including prevention, education, dispatch, emergency response and technical and administrative support.

OCFA serves the following jurisdictions:

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

1.3 ESTIMATED RFP SCHEDULE

Request for Proposal Issue Date	September 4, 2024
Pre-Proposal Conference (attendance is optional)	September 12, 2024 at 10:00 A.M.
Deadline to submit questions through Online Q&A	September 12, 2024 at 11:00 A.M.
Proposal Due Date	September 19, 2024 at 11:00 A.M.

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.

1.4 TERM OF AGREEMENT

The term of any contract resulting from this RFP will be for an initial one-year period, with up to two annual renewal(s). Contract renewal will be contingent upon the mutual agreement of OCFA and the Vendor. OCFA's Professional Services 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.

1.5 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal tele-conference is scheduled on **September 12, 2024 at 10:00 A.M.** This informational meeting will be held to allow for questions and clarifications concerning the Authority's RFP process and subsequent contract award. Offerors should be familiar with the proposal prior to attending

the pre-proposal conference. Attendance at this pre-proposal meeting will be remote only through GoToMeeting. Please contact Sara Kennedy via e-mail at: sarakennedy@ocfa.org to reserve your spot. Please note that the call-in space is limited and will be provided on a first come first serve basis.

1.6 QUESTION SUBMITTAL

Please review the entire RFP package at your earliest opportunity and submit questions through the Q&A Tab on the Planet Bids vendor portal no later than **Thursday, September 12, 2024 at 11:00 A.M.** Questions which are submitted prior to the pre-proposal conference will be addressed during the pre-proposal meeting.

1.7 ADDENDUM

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

1.8 DUE DATE

Proposals will be received no later than **11:00 A.M. on Thursday, September 19, 2024**. Late proposals will not be accepted.

1.9 PROPOSAL SUBMITTAL

Paper Proposals

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

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

Electronic Proposals

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

1.10 GENERAL INFORMATION

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

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

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

Any Offeror who wishes his/her proposal(s) to be considered is responsible for making certain that the proposal is received in the Purchasing Office by the announced time. No oral, telegraphic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the

scheduled submittal deadline will be returned unopened. Proposals must bear original signatures when the proposal is not submitted electronically. Please note that there will be no public opening of proposals. Proposal information shall not be made public until the contract is awarded. At that time the executed contract will become public information.

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

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

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

SECTION II: SCOPE OF WORK

2.1 **PROJECT BACKGROUND**

2.1.1 **OCFA FACILITIES**

The OCFA facilities are comprised of the Regional Fire Operations and Training Center (RFOTC) located in Irvine, 78 fire stations located throughout Orange County, and a warehouse with offices facility to support FEMA/US&R operations.

RFOTC

The RFOTC is a 238,249 square foot public facility that includes four (4) buildings and an adjoining fire operations training grounds. Up to 300 employees access the RFOTC during the main work hours, with most staff present on a “9/80” schedule, which span 6:00 AM – 6:00 PM, with a much smaller staff volume during off-hours, weekends, and holidays. Up to 30 personnel are present 24/7, operating out of the Emergency Command Center (ECC) housed within the RFOTC. In addition, the RFOTC facility is used after hours for meetings including monthly Executive Committee meetings, Board meetings and various community group meetings. Janitorial services are provided after hours. Visitors consist of members of the public, meeting/training attendees, custodians, maintenance contractors, and vendors delivering fuel, supplies, and other items. The facility is closed to the public every other Friday and on weekends.

Services provided under the OCFA’s security guard contract are summarized as follows:

- Provides armed security guard services at the OCFA Regional Fire Operations & Training Center (RFOTC) at 1 Fire Authority Road, Irvine and its adjoining Training Grounds
- Provides two law enforcement certified, as prescribed by the California Commission on Peace Officer Standards and Training (POST), uniformed security guards posted at RFOTC as follows:
 - Post one - RFOTC Grounds coverage, guard shack, and patrol: twenty-four (24) hours a day, seven (7) days a week (including holidays)
 - Post two – RFOTC Building A Lobby 6:00 AM - 6:00 PM (twelve hours daily, seven days a week including holidays)
 - Additional posts/guards for periodic upstaffing on a twenty-four (24) hour basis as needed

Additional resources available to assist with preparation of your proposal include the final agenda report, available at:

https://ocfastorage.azurewebsites.net/Uploads/BoardAgendaAndMinutes/2022/Board/sr_bd221117-02j.pdf.

FIRE STATIONS

OCFA’s 78 fire stations are constant staffed by fire emergency personnel on a 24/7/365 basis throughout Orange County. The majority of stations house three shifts of two 4-person fire apparatus crews, with a number of stations also housing field and staff fire management personnel.

US&R

The US&R facility supports the OCFA/Federal Emergency Management Agency (FEMA) Urban Search and Rescue (US&R) California Task Force-5, and is comprised of a 33,870 sq. ft. warehouse/office building for emergency response vehicle and equipment storage and houses up to six personnel plus periodic classroom occupants.

2.1.2 **PROGRAM OBJECTIVES**

The OCFA is seeking proposals from qualified contractors to provide Physical Security Management Services and related training. The contractor will be expected to act a security advisor to the OCFA

Logistics and Risk Management sections on all matters related to ensuring the safety of staff and public visitors at OCFA's facilities and fire stations, including during emergency situations, and coordinate and provide related training for OCFA staff.

The contractor will also serve as liaison to OCFA's contract armed security guard company, Allied Universal. The awarded contractor will possess the ability to assign a security manager to OCFA for up to twenty (20) hours per week during the contract term. (Note: The Actual hours of OCFA's utilization of the security manager will be determined at OCFA's discretion.)

2.2 MINIMUM QUALIFICATIONS

The below list of qualifications are required in order for the Offeror's proposal for Physical Security Management Services to be considered by OCFA.

- Contractor must have an established record of providing professional, commercial physical security management services for a minimum of seven (7) years. The Contractor shall provide proof of licensing and permits as specified in the Scope of Work.
- Contractor and any subcontractors must not be under suspension or debarment by any state or federal government agency.

2.3 DESIRABLE QUALIFICATIONS

The below list of qualifications and attributes will be taken into consideration during OCFA's determination of the proposal that best meets the needs of the agency.

- The proposer's ability to engage a security manager to OCFA having relevant experience as a member of a police force, federal or state agency, or National Guard.
- Familiarity with the Orange County region with respect to security concerns,

2.4 CONTRACTOR RESPONSIBILITIES

The successful contractor will be responsible for providing all services as described in this provided Scope of Work (including but not limited to):

2.4.1 LICENSING AND PERMITS

Reserved.

2.4.2 GENERAL REQUIREMENTS

- Assist OCFA management develop and implement security related policies, procedures, and protocols for the protection of staff, RFOTC, fire stations, and other OCFA facilities
- Implement, track, and report on compliance with security protocols
- Create emergency response procedures
- Develop response and action plans for various emergency events including shelter-in-place, and evacuation plans in the event of an emergency for the RFOTC; develop training and drill program for such action plans
- Perform Risk and Vulnerability assessments, including special events
- Assist OCFA management to implement the recommendations of Physical Vulnerability assessments
- Track, review, and analyze security events as directed; provide post-event recommendations
- Develop, coordinate, and/or conduct training for approximately 400 OCFA staff members (generally in-person, fifty students per class), to include but not limited to:
 - **Biannual Trainings (Combined):**
 - Situational awareness/risk and vulnerabilities
 - Workplace violence / active shooter

- **Annual Trainings**
 - De-escalation and conflict resolution - annually
 - **Biannual Training (Separate)**
 - Terrorism
 - **Additional training to be determined; up to 40 hours per year**
- Perform background / private investigations as needed
 - Serve as advisor and subject matter expert resource to the OCFA Construction and Facilities division related to the scope and design of security improvement and infrastructure capital projects. Current funded projects include *Controlled Vehicle Access at RFOTC, Fire Station Security Fencing, and Access Control System Improvements and Expansion*
 - Serve as liaison to the armed guard services company representative for OCFA
 - Serve as liaison with federal, state, and local public safety entities (Irvine Police Department) as needed
 - Attend meetings related to physical security matters as needed, including with OCFA management, investigations and local law enforcement and for representing OCFA with outside entities.
 - Other security-related tasks as needed

2.5 OCFA RIGHTS AND RESPONSIBILITIES

OCFA will be responsible for.

- Providing all relevant policies, procedures, and expected conduct in either verbal and/or written format.
- OCFA reserves the right to screen any individual as needed prior to start of work with OCFA.
- An OCFA representative will be designated as a point of contact to the awarded contractor.
- The OCFA will be responsible for providing the Contractor with the specific information needed as it relates to the project.
- A project team made up of OCFA departmental representatives is available as necessary to answer questions and provide resources.

The OCFA reserves the right to request any employee of the Contractor be replaced at any time.

The OCFA reserves the right to use alternate sources for completion of service, to obtain competitive prices on any service and to utilize information obtained under this contract as it deems appropriate.

2.6 SPECIAL TERMS AND CONDITIONS

Warranties: Contractor represents, warrants, and covenants that in connection with any Services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such Services; all equipment used in the performance of Services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such Services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such Services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it possesses the professional and technical skills required to perform the Services; and any agents or personnel employed by the Contractor will meet the same standards as apply to Contractor that could have a material adverse effect on OCFA.

Repair or Damage: If any materials, equipment, or other property contained in or constituting part of an OCFA premise is damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of

performing services, the Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

Department of Justice Screening: The Contractor will be responsible to coordinate the required DOJ screening with the OCFA Risk Management prior to the start of services.

Safety: Contractor, its employees, subcontractors, and agents shall comply with all applicable health and safety requirements and procedures while performing Services at the Premises. Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

License and Regulations: Contractor, at its expense, shall maintain all required licenses and permits, and all required amendments, extensions, supplements, and renewals in order to perform services throughout the term. Contractor shall provide OCFA with a copy of the license in good standing for the services performed.

Payment of Tax Obligations: Under no circumstances shall the OCFA be held responsible for handling any tax obligation, including, but not limited to Federal Income Tax withholding, FICA, or unemployment compensation. The OCFA shall be responsible solely for its contractual obligation to the Contractor. Personnel furnished by the Contractor are not entitled to participate in any plans or benefits offered to OCFA employees. Contract staffing personnel are not entitled to payment for OCFA holidays.

Overtime: Overtime is defined as any time in excess of forty (40) hours per week worked under this contract. Overtime shall not be performed without the express authorization of the OCFA.

Quality Control: Before making a referral of one of its employees, the Contractor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the OCFA. The OCFA shall have the right, if necessary, to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual. **Personnel provided by the Contractor must follow OCFA policies.**

Supervision: Work policies, standards and procedures established by the Risk Management Section shall be followed at all times. The Contractor and its employees shall conform in all respects with regard to physical, fire and security policy while on OCFA property.

Fraudulent Timecards & Unauthorized Costs: The Contractor shall reimburse the OCFA for any improper charges that are discovered within one (1) year of payment by the Authority. This includes, but is not limited to, fraudulent timecards prepared by the Contractor's employee, unauthorized long-distance phone calls, incorrect timecards, improper rate charges, etc.

Payment: Invoices shall be submitted to the OCFA on a monthly basis and must include the names of contract personnel, billing rate to the OCFA, a general description of the tasks performed, and the number of hours worked.

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 five (5) years' experience in the magnitude and character of the work proposal**. Each Offeror shall provide information about experience with the proposal. To determine the degree of responsibility to be credited to the Offeror, OCFA will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most responsive and responsible Offeror(s), consideration will be given not only to the financial standing, but also to the general competency of the Offeror for the performance of the work specified in the contract documents.

3.15 FAMILIARIZATION OF SCOPE OF WORK

Before submitting a proposal, each Offeror shall familiarize themselves with the scope of work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully

understanding the requirements of the subsequent Contract and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

3.16 INDEMNIFICATION

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

3.17 INQUIRIES

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

3.18 LATE PROPOSALS

Late proposals will be rejected and not opened.

3.19 NEGOTIATIONS

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

3.20 OBJECTIONS

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

3.21 OFFER AND ACCEPTANCE PERIOD

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

3.22 PRE-PROPOSAL CONFERENCE

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

presented to OCFA at this meeting. OCFA will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3.23 PREPARATION OF PROPOSAL

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

3.24 PROPOSAL OPENING AND RESULTS

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

3.25 PUBLIC RECORD

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

3.26 WHERE TO SUBMIT PROPOSALS

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

3.27 WITHDRAWAL OF PROPOSAL

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

SECTION IV: EVALUATION OF PROPOSALS AND NEGOTIATIONS

4.1 EVALUATION PROCESS

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

PHASE ONE EVALUATION CRITERIA: WRITTEN PROPOSAL

4.2.1 Method of Approach (maximum points 30):

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

4.2.2 Qualifications, Experience & Past Performance (maximum points 45):

The Offeror's history of performance and demonstrated ability in providing the service will be assessed in addition to training and retention of employees and the qualifications and relevant experience of the firm.

- Contractor's demonstrated success with similar projects.
- Response to questions relating to experience and qualifications in the Questionnaire.
- Number of years your firm has been in the business of providing security services
- Personnel Selection
- Training Plan

4.2.3 Pricing (maximum points 25)

This score will be based upon the information provided in response to Exhibit J – Pricing Page. While cost is important, OCFA is looking for the best value versus the lowest price. As such, other criteria are also significant and the OCFA may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget. The pricing score for each proposal will be calculated using the following formula:

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

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

4.2 PHASE TWO EVALUATION CRITERIA: INTERVIEW/DEMONSTRATION

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

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

The Offeror's key project team members will be invited to attend. The Offeror should be prepared to discuss at the interview specific experience providing services similar to those described in the RFP,

project approach, estimated work effort, available resources, and other pertinent factors which distinguish your firm from others. The following criteria and points will be used for the evaluation of Phase Two:

4.3.1 Interview / Demonstration (maximum 30 points)

OCFA may determine there is no need to conduct an interview. If held, the interview will allow for a brief presentation by the Offeror and include a Question and Answer portion. The score for the interview may reflect additional information or insight gained into the Offeror's proposal. Information gathered at the interview will be used to determine whether to move the proposed solution on to the demonstration/trial phase.

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

4.3 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).

4.4 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.

4.5 NOTICE OF INTENT TO AWARD/EXECUTION OF CONTRACT

Following the interview, field trials and final contract negotiations, a notification of OCFA's intent to award contract ("Notice of Intent to Award") will be sent to the successful Offeror(s). Following receipt of the Notice of Intent to Award, and no more than ten (10) days prior to submittal of the recommendation for award of contract to the Executive Committee, if required, the successful Offeror(s) shall submit the following items to the Purchasing Division 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.
- Evidence of insurance coverage consisting of certificates of insurance and original endorsements as required per the Professional Services Agreement (see Exhibit "K").

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

DISCUSSED IN SECTION IV

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. **Proposal Questionnaire** (*Exhibit F*)
7. **Project Approach / Customer Service** (*Exhibit G*)
8. **Statement of Qualifications** (*Exhibit H*)
9. **References** (*Exhibit I*)
10. **Pricing Page** (*Exhibit J*)

EXHIBIT A: LETTER OF TRANSMITTAL

Letter of Transmittal: The Letter of Transmittal shall be addressed to Sara Kennedy, Purchasing Division Manager, OCFA Purchasing Department, and should, at a minimum, contain the following:

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

EXHIBIT B: CERTIFICATION OF PROPOSAL

In responding to **RFP SK2701 Security Management Services**, 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 Exhibit K.

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

Independent Price Determination:

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

To the Orange County Fire Authority:

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

NAME OF FIRM: _____

ADDRESS: _____

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

PRINTED NAME: _____ **TITLE:** _____

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

EXHIBIT C: OFFEROR'S INFORMATION

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

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

FIRM'S LEGAL NAME: _____

FIRM PARENT OR OWNERSHIP: _____

ADDRESS: _____

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

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

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

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: _____

LENGTH OF TIME AT CURRENT LOCATION: _____

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

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

NAME: _____ **TITLE:** _____

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

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

NAME: _____ **TITLE:** _____

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

EXHIBIT D: IRS FORM W9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

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

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

PARTY DISCLOSURE

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

PARTY DISCLOSURE FORM

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

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

Date: _____

Signature of Party and/or Agent

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

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

PARTICIPANT (AGENT) DISCLOSURE

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

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

PARTICIPANT (AGENT) DISCLOSURE FORM

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number:

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

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

Date: _____

Signature of Party and/or Agent

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

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

EXHIBIT F: PROPOSAL QUESTIONNAIRE

1. Provide your firm's/agency's background, including how many years you have been providing security management or closely related services, and what your firm's core business and competencies are.
2. Provide relevant information demonstrating competence, knowledge and ability in the services to be provided; including supporting evidence of strength and stability of the firm; and current workload.
3. Describe what sets your firm apart from other security management providers.
4. Provide any exceptions your firm may have to the terms and conditions of the sample Professional Services Agreement provided.
5. **Relevant Experience:** Offerors shall demonstrate experience in providing security management services. Knowledge of public agency needs is desirable and should be specifically cited for consideration.
 - a) Describe prior work experience.
 - b) Describe the industries, specific issues, and government agencies (if any) your firm has performed services for.
6. **Proposed Individual's Resume for Services:** In addition to a resume, please include the name, current title, qualifications, training and expertise of the proposed contract staff that will be conducting work on this assignment, including their experience with projects in which they had "hands on" responsibility and length of time with the firm.
7. Describe your approach to designing/delivering the training courses described in Section II.
8. Describe how you propose to provide the services outlined in Section II. Describe your method of approach and experience in providing the requested services.
9. Describe any prior security assessments you've completed for other clients of a similar size and/or nature as OCFA.
10. Identify any subcontractors you plan to engage and the capacity you will utilize them to provide these services.

EXHIBIT I: REFERENCES

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

Reference information should include:

- **Agency Name**
- **Project Description**
- **Project start and end dates**
- **Agency contact name, title, telephone number and email address**

EXHIBIT J: PRICING PAGE

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

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

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

PROPOSAL COSTS - The fee information is relevant to a determination of whether the 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 pricing provided below should include all administrative and support costs. Any additional fees outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said fees. Offeror must provide all other reimbursable expenses excluding travel. 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.

Pricing Page –Security Management Services

Provide the cost for providing Security Management Services as specified in Section II Scope of Work. Contractor's RFP response must be inclusive of all costs and expenses associated with performing these services. OCFA will not separately reimburse costs that were not included in the proposal.

Service	Est. Qty.	Billing Rate	Total Annual Cost
Physical Security Manger Estimated 20 hours per week average x 52 weeks	1,040 HRS	/HR	
Biannual Training (combined) 50 students per class for approx. 400 personnel.	8 CLASSES	/Class	
Annual Training 50 students per class for approx. 400 personnel.	8 CLASSES	/Class	
Biannual Training (separate) 50 students per class for approx. 400 personnel.	8 CLASSES	/Class	
Total			
Additional as-needed services			
Development of Training Courses		/HR	
Delivery of Remote Training Courses		/Online Class	
Additional As-needed Services (please attach a description)		/HR	

If the amount is different than the annual cost shown in the above table, please provide an explanation of the variance below.

Please provide position titles and pay ranges for Security Managers and all support staff that will provide service for this contract.

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

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.

Any additional information you would like OCFA to consider.

PRICE CHANGES –PRICE CHANGES –Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes 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 to increase pricing in accordance with the twelve month change for Selected Security Services in the Producer Price Index PPI industry data for Product Code WPU48, as published by the U.S. Department of Labor, Bureau of Statistics not to exceed three percent. Changes greater than this amount may not be accepted.

OCFA may request a price decrease should a change in the market conditions warrant such an adjustment and any reductions provided to the vendor from the manufacturer must be passed on to OCFA as soon as it is effective.

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

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

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

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

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

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

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

EXHIBIT K: SAMPLE PROFESSIONAL SERVICES AGREEMENT

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this ____ day of _____, 20____ by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Citygate Associates, LLC, 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 _____, hereinafter referred to as "Project"; and

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

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) Request for Proposals _____ (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

1.2 Compliance with Law

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

1.3 Licenses and Permits

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

1.4 Familiarity with Work

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

1.5 Care of Work

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

1.6 Additional Services

Firm shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount annually must be approved in writing by the OCFA Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors.

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "A," in an amount not to exceed _____ dollars (\$_____).

3.2 Method of Payment

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

3.3 Changes

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

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

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

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

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

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 Term

This Agreement shall continue in full force and effect for one year (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to four (4) additional one-year terms upon mutual written agreement between OCFA and the Firm.

5. COORDINATION OF WORK

5.1 Representative of Firm

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

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

5.3 Prohibition Against Subcontracting or Assignment

5.3.1 No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized.

If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.

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

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

5.4 Independent Contractor

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

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

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

5.6 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

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

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

6.2.1 Professional Liability/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.

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

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

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

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

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than 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.

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

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

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

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

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

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

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

6.4.1.1 Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be 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 Consultant may be held responsible for losses of any type or amount.

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

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

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

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

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

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

6.11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or

reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

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

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

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

6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, 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 waive or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative

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

8.4 Legal Action

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

8.5 Termination Prior to Expiration of Term

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

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

8.6 Termination for Default of Firm

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

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

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

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

To Firm:

[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]

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 23rd day of January, 2025 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Legacy of Operations and Professionals, dba LOOP, 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 Security Management Services, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal in response to RFP SK2701 dated September 12, 2024, incorporated herein by this reference ("Proposal"); and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) Request for Proposals SK2701 (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

1.2 Compliance with Law

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

1.3 Licenses and Permits

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

1.4 Familiarity with Work

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

1.5 Care of Work

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

1.6 Additional Services

Firm shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount annually must be approved in writing by the OCFA Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors.

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "A," in an amount not to exceed \$316,000 dollars (\$316,000).

3.2 Method of Payment

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

3.3 Changes

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

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

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

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

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

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 Term

This Agreement shall continue in full force and effect for one year (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to four (4) additional one-year terms upon mutual written agreement between OCFA and the Firm.

5. COORDINATION OF WORK

5.1 Representative of Firm

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

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

5.3 Prohibition Against Subcontracting or Assignment

5.3.1 No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement.

Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized. If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.

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

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

5.4 Independent Contractor

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

other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

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

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

5.6 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

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

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

6.2.1 Professional Liability/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.

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

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

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

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

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than 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.

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

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

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

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

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

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

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

6.4.1.1 Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be 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 Consultant may be held responsible for losses of any type or amount.

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

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

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

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

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

6.11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any

other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

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

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

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

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

6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, 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:

Legacy of Operations and Professionals
dba LOOP
Attention: Frederick J. Simon
360 E. 1st Street, Unit 525
Tustin, CA 92780

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”

**LEGACY OF OPERATIONS AND
PROFESSIONALS DBA LOOP**

Date: 01/10/2025

By: _____



Frederick J. Simon
Owner

EXHIBIT “A” SCOPE OF SERVICES TO BE PROVIDED

A.1 PROJECT BACKGROUND

A.1.1 OCFA FACILITIES

The OCFA facilities are comprised of the Regional Fire Operations and Training Center (RFOTC) located in Irvine, 78 fire stations located throughout Orange County, and a warehouse with offices facility to support FEMA/US&R operations.

RFOTC

The RFOTC is a 238,249 square foot public facility that includes four (4) buildings and an adjoining fire operations training grounds. Up to 300 employees access the RFOTC during the main work hours. Up to 30 personnel are present 24/7. In addition, the RFOTC facility is used after hours for meetings including monthly Executive Committee meetings, Board meetings and various community group meetings. Janitorial services are provided after hours. Visitors consist of members of the public, meeting/training attendees, custodians, maintenance contractors, and vendors delivering fuel, supplies, and other items. The facility is closed to the public every other Friday and on weekends.

FIRE STATIONS

OCFA's 78 fire stations are constant staffed by fire emergency personnel on a 24/7/365 basis throughout Orange County. The majority of stations house three shifts of two 4-person fire apparatus crews, with a number of stations also housing field and staff fire management personnel.

US&R

The US&R facility supports the OCFA/Federal Emergency Management Agency (FEMA) Urban Search and Rescue (US&R) California Task Force-5, and is comprised of a 33,870 sq. ft. warehouse/office building for emergency response vehicle and equipment storage and houses up to six personnel plus periodic classroom occupants.

A.1.2 PROGRAM OBJECTIVES

The OCFA requires Physical Security Management Services and related training. The Firm is expected to act a security advisor to the OCFA Logistics and Risk Management sections on all matters related to ensuring the safety of staff and public visitors at OCFA's facilities and fire stations, including during emergency situations, and coordinate and provide related training for OCFA staff.

The Firm will also serve as liaison to OCFA's contract armed security guard company. The Firm shall maintain the ability to assign a security manager to OCFA for up to twenty (20) hours per week during the contract term. (Note: The Actual hours of OCFA's utilization of the security manager will be determined at OCFA's discretion.)

A.2 CONTRACTOR RESPONSIBILITIES

The Firm will be responsible for providing all services as described in this provided Scope of Work (including but not limited to):

A.2.1 GENERAL REQUIREMENTS

- Assist OCFA management develop and implement security related policies, procedures, and protocols for the protection of staff, RFOTC, fire stations, and other OCFA facilities
- Implement, track, and report on compliance with security protocols
- Create emergency response procedures
- Develop response and action plans for various emergency events including shelter-in-place, and evacuation plans in the event of an emergency for the RFOTC; develop training and drill program for such action plans
- Perform Risk and Vulnerability assessments, including special events

- Assist OCFA management to implement the recommendations of Physical Vulnerability assessments
- Track, review, and analyze security events as directed; provide post-event recommendations
- Develop, coordinate, and/or conduct training for approximately 400 OCFA staff members (generally in-person, fifty students per class), to include but not limited to:
 - **Biannual Trainings (Combined):**
 - Situational awareness/risk and vulnerabilities
 - Workplace violence / active shooter
 - **Annual Trainings**
 - De-escalation and conflict resolution - annually
 - **Biannual Training (Separate)**
 - Terrorism
 - **Additional training to be determined; up to 40 hours per year**
- Perform background / private investigations as needed
- Serve as advisor and subject matter expert resource to the OCFA Construction and Facilities division related to the scope and design of security improvement and infrastructure capital projects. Current funded projects include *Controlled Vehicle Access at RFOTC, Fire Station Security Fencing, and Access Control System Improvements and Expansion*
- Serve as liaison to the armed guard services company representative for OCFA
- Serve as liaison with federal, state, and local public safety entities (Irvine Police Department) as needed
- Attend meetings related to physical security matters as needed, including with OCFA management, investigations and local law enforcement and for representing OCFA with outside entities.
- Other security-related tasks as needed

A.3 OCFA RIGHTS AND RESPONSIBILITIES

OCFA will be responsible for.

- Providing all relevant policies, procedures, and expected conduct in either verbal and/or written format.
- OCFA reserves the right to screen any individual as needed prior to start of work with OCFA.
- An OCFA representative will be designated as a point of contact to the awarded contractor.
- The OCFA will be responsible for providing the Contractor with the specific information needed as it relates to the project.
- A project team made up of OCFA departmental representatives is available as necessary to answer questions and provide resources.

The OCFA reserves the right to request any employee of the Contractor be replaced at any time.

The OCFA reserves the right to use alternate sources for completion of service, to obtain competitive prices on any service and to utilize information obtained under this contract as it deems appropriate.

A.4 SPECIAL TERMS AND CONDITIONS

Warranties: Contractor represents, warrants, and covenants that in connection with any Services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such Services; all equipment used in the performance of Services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such Services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such Services; it will perform such

services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it possesses the professional and technical skills required to perform the Services; and any agents or personnel employed by the Contractor will meet the same standards as apply to Contractor that could have a material adverse effect on OCFA.

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

Department of Justice Screening: The Contractor will be responsible to coordinate the required DOJ screening with the OCFA Risk Management prior to the start of services.

Safety: Contractor, its employees, subcontractors, and agents shall comply with all applicable health and safety requirements and procedures while performing Services at the Premises. Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

License and Regulations: Contractor, at its expense, shall maintain all required licenses and permits, and all required amendments, extensions, supplements, and renewals in order to perform services throughout the term. Contractor shall provide OCFA with a copy of the license in good standing for the services performed.

Payment of Tax Obligations: Under no circumstances shall the OCFA be held responsible for handling any tax obligation, including, but not limited to Federal Income Tax withholding, FICA, or unemployment compensation. The OCFA shall be responsible solely for its contractual obligation to the Contractor. Personnel furnished by the Contractor are not entitled to participate in any plans or benefits offered to OCFA employees. Contract staffing personnel are not entitled to payment for OCFA holidays.

Overtime: Overtime is defined as any time in excess of forty (40) hours per week worked under this contract. Overtime shall not be performed without the express authorization of the OCFA.

Quality Control: Before making a referral of one of its employees, the Contractor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the OCFA. The OCFA shall have the right, if necessary, to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual. **Personnel provided by the Contractor must follow OCFA policies.**

Supervision: Work policies, standards and procedures established by the Risk Management Section shall be followed at all times. The Contractor and its employees shall conform in all respects with regard to physical, fire and security policy while on OCFA property.

Fraudulent Timecards & Unauthorized Costs: The Contractor shall reimburse the OCFA for any improper charges that are discovered within one (1) year of payment by the Authority. This includes, but is not limited to, fraudulent timecards prepared by the Contractor's employee, unauthorized long-distance phone calls, incorrect timecards, improper rate charges, etc.

Payment: Invoices shall be submitted to the OCFA on a monthly basis and must include the names of contract personnel, billing rate to the OCFA, a general description of the tasks performed, and the number of hours worked.

A.5 PRICING

Service	Billing Rate
Physical Security Manger Estimated 20 hours per week average x 52 weeks	\$250/Hour
Biannual Training (combined) 50 students per class for approx. 400 personnel.	\$3,000/Class
Annual Training 50 students per class for approx. 400 personnel.	\$2,000/Class
Biannual Training (separate) 50 students per class for approx. 400 personnel.	\$2,000/Class
Additional as-needed services	
Development of Training Courses	\$250/Hour
Delivery of Remote Training Courses	\$2,000/Online Class
Additional As-needed Services	\$250/Hour

PRICE CHANGES – Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes 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 to increase pricing in accordance with the twelve month change for Selected Security Services in the Producer Price Index PPI industry data for Product Code WPU48, as published by the U.S. Department of Labor, Bureau of Statistics not to exceed three percent. Changes greater than this amount may not be accepted.

OCFA may request a price decrease should a change in the market conditions warrant such an adjustment and any reductions provided to the vendor from the manufacturer must be passed on to OCFA as soon as it is effective.

RFP SK2701 – Security Management Services Proposal Rankings

Phase One

An evaluation team consisting of two OCFA Logistics Department staff members, and one external evaluator from Irvine Police Department, evaluated the written proposals. Each proposal was scored based on the following weighted criteria as defined in the RFP: Method of Approach (30), Qualifications, Experience, & Past Performance (45), and Pricing (25). The initial ranking of the six responsive firms are as follows:

Firm	Price	Initial Rank
Legacy of Operations and Professionals (LOOP) Security Manager Hourly Rate Single Topic Training Course Multi-Topic Training Course	\$316,000 \$250/Hour \$2,000/Class \$3,000/Class	1
Guidepost Solutions Security Manager Hourly Rate Single Topic Training Course Multi-Topic Training Course	\$19,200 No Bid \$800/Class \$800/Class	2
Absolute International Security Security Manager Hourly Rate Single Topic Training Course Multi-Topic Training Course	\$226,752 \$58.80/Hour \$6,900/Class \$6,900/Class	2
BlueCoat Protection/Etiquette Elite Security Manager Hourly Rate Single Topic Training Course Multi-Topic Training Course	\$59,520 \$48/Hour \$400/Class \$400/Class	4
West Coast Security & Patrol Security Manager Hourly Rate Single Topic Training Course Multi-Topic Training Course	\$33,280 \$32/Hour No Bid No Bid	5
Lotus USA, Inc Security Manager Hourly Rate Single Topic Training Course Multi-Topic Training Course	\$76,560 \$66/Hour \$330/Hour \$330/Hour	6

Phase Two

Subsequent to the written proposal evaluation, a panel of two individuals from OCFA staff and one from the Irvine Police Department conducted interviews with representatives from the three highest-ranking firms: LOOP, Absolute International Security, and Guidepost. Following below are the final rankings of the three short-listed firms:

	Legacy of Operations and Professionals			Absolute International Security			Guidepost Solutions		
Cost Proposal	\$316,000.00			\$226,752.00			\$19,200.00		
Evaluators	1	2	3	1	2	3	1	2	3
A. Method of Approach (30)	30.00	27.00	15.00	15.00	21.00	30.00	3.00	18.00	21.00
B. Qualifications, Experience & Past Performance (45)	45.00	40.50	18.00	18.00	27.00	45.00	31.5	22.5	22.5
C. Price (25)	1.52	1.52	1.52	2.12	2.12	2.12	25.00	25.00	25.00
Sum of Written Proposal Scores	151.52	136.52	67.52	68.12	98.12	152.12	94.00	106.00	112.00
Initial Ranking	1	1	5	4	3	1	3	2	3
Sum of Initial Rankings	7			8			8		
E. Interview (30)	30.00	27.00	27.00	9.00	12.00	15.00	15.00	18.00	21.00
Total Written & Simulation Ratings	181.52	163.52	94.52	77.12	110.12	167.12	109.00	124.00	133.00
Final Ranking	1	1	3	3	3	1	2	2	2
Sum of Final Rankings	5			7			6		
Overall Rank:	1			3			2		