



ORANGE COUNTY FIRE AUTHORITY Request for Proposal

PLAN REVIEW CONTRACT STAFFING

DATE: June 30, 2015

RFP Number: RO2058

The Orange County Fire Authority (OCFA) is seeking proposals from experienced firms to provide professional plan review staffing services to supplement department needs.

Proposals will be received no later than 11:00 A.M., July 30, 2015

Submittal of Proposal for Plan Review Contract Staffing may be hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than July 30, 2015. Another option is to submit your proposal electronically online through Planet Bids.

LATE PROPOSALS WILL NOT BE ACCEPTED

A non-mandatory pre-proposal conference is scheduled on **Thursday, July 16, 2015 at 10:00 a.m.** at the Orange County Fire Authority Regional Operations and Training Center, 1 Fire Authority Road, Conference Room AW208, Building A, Irvine, CA 92602. Please see page 4 for additional options for attending the pre-proposal meeting remotely.

Any questions concerning this RFP can be submitted on-line via the Q&A module available through Planet Bids (OCFA's e-procurement system) before **11:00 a.m. on July 13, 2015**. OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

One (1) original hard copy, 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 Manager, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Item Number, RFP RO2058 and the Due Date. Another option is to submit your proposal electronically through the Planet Bids website. *If you elect to submit your proposal electronically through Planet Bids, no additional copies or digital media will be required.* There will be no public opening of proposals.

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

Regards,

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

Rothchild Ong
Assistant Purchasing Agent

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SECTION I: PROPOSAL INFORMATION

INTRODUCTION

The Orange County Fire Authority (OCFA) is requesting proposals from interested firms to provide contract plan review staffing services as specified herein. This Request for Proposal (RFP) describes the scope of services, the proposal submittal requirements, and the selection process.

The OCFA Planning and Development Services Section (P&D) Section reviews eight to nine thousand plans per year and requires additional staffing to supplement its current staff based on this workload. It is anticipated that sixteen (16) hours of temporary staffing per week is needed in order to meet workload demands for high-priority or time-critical projects.

AGENCY BACKGROUND

The Orange County Fire Authority was formed on March 1, 1995, transitioning from the Orange County Fire Department to a Joint Powers Authority (JPA) as allowed by California State Government Code 6500 et seq. The OCFA is an independent organizational entity similar to a special district. The service area includes twenty-three member cities, the unincorporated areas of Orange County, California, including State and Federal Responsibility areas.

A twenty-five member Executive Board of Directors governs the OCFA. This Board includes an elected official appointed to represent each of the twenty-three member cities and two representatives from the County Board of Supervisors. The OCFA is managed by an appointed Fire Chief who reports to the Executive Board of Directors. The Board of Directors currently meets monthly on the fourth Thursday of the month and the Board established an Executive Committee which meets monthly on the third Thursday of the month. Additional meetings are held in the Board room as needed. Board and Executive Committee meeting information can be found on the OCFA website at: www.ocfa.org.

The OCFA is the largest regional fire service organization in Orange County and one of the largest in California. Emergency response services are provided to a community of over 1.75 million residents in a 575 square mile area. The OCFA's authorized staffing level is 1,372 full-time positions. These personnel provide front-line services, including prevention, education, dispatch, emergency response and technical and administrative support.

The OCFA Planning and Development Section is responsible for the review and approval of fire plans of all new construction in OCFA jurisdiction. The P&D Section is also responsible for the inspection of new construction to verify compliance with the submitted and approved plans. OCFA has internal staff supporting the core business needs however the current level of staffing is not sufficient to fully support new construction activities due to fluctuations based on new incoming projects. OCFA is looking for supplemental resources to support internal staff during periods of increased activity and demand.

ESTIMATED RFP SCHEDULE

Proposal Posting Date	July 1, 2015
Online Q & A	July 13, 2015 at 2:00 p.m.
Non-Mandatory Pre-Proposal Conference	July 16, 2015 at 10:00 a.m.
Due date for Proposals	July 30, 2015 no later than 11:00 a.m.
Tentative Interviews with Finalists	August 2015
Award Contract (Tentative)	September 2015

Proposals submitted will be evaluated by staff based on the criteria listed in the RFP. It is anticipated the evaluation and negotiations will be completed by the end of March and the award will be made soon thereafter.

TERM OF AGREEMENT

The initial term of the agreement should reflect services and fees for a one-year contract commencing upon the date of contract execution, subject to the “Time of Performance” and the “Termination” provisions of the OCFA’s “Pro Forma” Professional Services Agreement (Exhibit 1). At the option of the OCFA, the contract may be renewed annually, with the concurrence of the firm, for up to four (4) additional one-year options not to exceed a total contract term of five years. Each contract is subject to the following:

- The satisfactory negotiation of terms, including a price acceptable to both the Authority and the selected firm; and
- Pricing mechanism for future contract years; and
- The annual availability of an appropriation in the Authority’s budget; and
- Approval of the contract(s) by the Executive Committee.

PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal meeting is scheduled on **Thursday, July 16, 2015 at 10:00 a.m.** at the Orange County Fire Authority Regional Operations and Training Center: 1 Fire Authority Road, **Conference Room AW208**, Bldg. A, Irvine, CA 92602. This informational meeting will be held to allow for questions and clarifications concerning the Authority’s RFP process and subsequent contract award. Offerors should be familiar with the proposal prior to attending the pre-proposal conference. If you will be attending this pre-proposal meeting in person or if you are interested in attending this meeting remotely through GoToMeeting, please contact Marilee Freville via e-mail at: marileefreville@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.

DUE DATE

Closing time and date: **July 30, 2015 no later than 11:00 a.m.** 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 – RO2058 and submitted to the following address (*unless submitted electronically through Planet Bids*):

Delivery Address:

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

GENERAL INFORMATION

The successful proposal will be one that demonstrates the requisite technical qualifications, proficiency, and provides the best value to meet the requirements of the project. Sealed proposals will be accepted up to the date and time stated herein. Proposals must be prepared in conformance with the instructions provided.

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

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

Any Offeror who wishes his/her proposal(s) to be considered is responsible for making certain that the proposal is received in the Purchasing Office by the announced time. No oral, telegraphic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled submittal deadline will be returned unopened. Proposals must bear original signatures when the proposal is not submitted electronically. Please note that there will be no public opening of proposals. Proposal information shall not be made public until the contract is awarded. At that time the executed contract will become public information. Please direct any questions regarding this proposal to Rothchild Ong, Assistant Purchasing Agent, via telephone (714) 573-6642 or e-mail: rothchildong@ocfa.org.

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.

MINIMUM QUALIFICATIONS

To be considered for full evaluation and possible award, Offerors must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of the Offeror and any proposed subcontractors):

- Three (3) or more years' experience working with government entities/public sector customers
- Offeror must be able to meet the OCFA insurance requirements
- Offeror must have all required licenses and permits to provide temporary personnel services in the State of California with regards to contract staffing.
- Offeror and any subcontractors must not be under suspension or debarment by any state or federal government agency.

The Offeror must state specifically in the transmittal letter how they meet the minimum qualifications specified above.

SECTION II: SCOPE OF WORK

This Request for Proposal (RFP) is issued to select a staffing firm ("Firm") or staffing firms to provide plan review services support for a long-term assignment and/or project related contract personnel ("Personnel") for OCFA's Planning and Development Section as the needs are identified. It is anticipated that sixteen (16) hours per week is needed to meet workload demands. The position to be filled involves a high level of complexity and ever increasing job responsibilities. Besides the specific technical skills required for an engagement and/or project, each supplemental employee provided must possess a core group of business skills.

These include:

- Proficiency in the Microsoft Office suite, Outlook and Windows
- English language fluency
- Strong verbal and written communication skills
- Be professional in a business casual environment
- Supportive of working in a team environment and be a team player
- Availability to work a 9/80 schedule and overtime as needed
- Ability to furnish vehicle and auto insurance

OCFA Responsibilities

- Provide all relevant policies, procedures, and expected conduct in either verbal and/or written format.
- Personnel will be provided with office space, phone, office supplies, OCFA's standard desktop PC and all the software required to meet the job requirements of the requested position.
- Resumes and/or interviews of prospective Personnel will be requested by OCFA as needed, on a case-by-case basis.
- DOJ screening of each contract employee to be coordinated by the Firm with the OCFA HR Department prior to start of work with OCFA.

Firm Responsibilities

Personnel

- The Firm and Firm's Personnel must provide exceptional expertise in plan review services, have a proven ability to provide timely and exceptional service, and exceptional ability to manage the firm's resources to ensure that appropriate personnel and resources will be committed to each project or work order in a timely manner.
- The Firm shall replace Personnel immediately, and at no cost to OCFA, should it be determined by OCFA that Personnel is performing below requested levels of expertise within the first two (2) weeks of the assignment.
- The Firm shall credit charges for Personnel, should Personnel be replaced due to lack of expertise.
- The Firm will provide its own administrative support for these services at no cost to OCFA.
- This includes reimbursement for mileage if applicable.
- The Firm is expected to provide pricing that include all administrative and support costs.
- The Firm will be responsible for all Personnel recruiting efforts and costs.
- The Firm shall provide 'job relevant' technical training classes for each Personnel every year.
- The Firm shall conduct status meetings with OCFA's Section Managers as requested.
- These meeting shall include, but not limited to the following: review of personnel issues, billing status, personnel training and any other issues.
- The Firm will provide Personnel that are self-starters and capable of working unsupervised.

Recruitment

- The Firm will provide an agreed upon minimum of resumes for each required recruitment.
- The Firm will ensure that all submitted candidates will be available for interview.
- The Firm will ensure that candidates presented to OCFA will meet or exceed OCFA's minimum skill requirements.
- If a candidate is selected, then the Firm will complete the employment screenings and coordinate the required DOJ screening with the OCFA HR Department.
- Firm will review in detail, the assignment responsibilities with the new Personnel.
- Firm will review services offered by the Firm to ensure Personnel's full understanding of those services.
- Firm will be present as necessary to review contract requirements with Personnel to ensure their full understanding.

Candidate Screening

- Firm shall thoroughly screen all Personnel prior to placing them on assignment with the OCFA.
- Firm shall administer job skills testing for the skills and knowledge required for the assigned position. The Firm shall provide test results with the resumes.

GENERAL REQUIREMENTS

1. **Response Times:** Most requests will be several days in advance of the actual begin date. The firm will be responsible to coordinate the required DOJ screening with the OCFA Human Resources prior to the start date.
2. **Contract Terms:** Repeated failures to provide qualified personnel or replacement personnel within the appropriate response times, repeated invoicing errors or other unsatisfactory service deficiencies, may be cause to terminate this contract.
3. **Independent Contractor:** Firm and its employees are not employees of OCFA and are not entitled to any of the rights, benefits, or privileges of OCFA employees including, but not limited to, medical, unemployment, or workers' compensation insurance. To ensure that each employee of Vendor performing any work covered by the provisions of this RFP understands and acknowledges that Vendor and its employees are not employees of OCFA, each employee of Firm performing work under this RFP shall complete, execute, and deliver to OCFA a Vendor Employee Acknowledgment Form (Exhibit 2) prior to commencing or performing any work resulting from this proposal.
4. **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 temporary service firm. 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.
5. **Appearance:** All contract staffing personnel shall observe the graces of personal grooming and should dress appropriately for the type of job assigned.
6. **Hours:** Personnel assignments normally will be performed between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. However, specific working hours and the duration of assignments may vary from each individual assignment. OCFA is on a 9/80 work schedule with the RFOTC offices closed every other Friday.

7. **Vehicle & Auto Insurance:** Due to the various locations of projects throughout Orange County, many of the projects may require travel to various locations to perform the work duties. Contract staff be required to drive their personal vehicles to these locations as needed and to provide proof of auto insurance as required by the OCFA Risk Management Section. It is expected that the selected Firm(s) will pay their employees any mileage reimbursement out of the administrative mark-up. OCFA will not be responsible for mileage reimbursement.

8. **Quality Control:** All personnel assigned must be employees of the Firm at the time of any specific work assignment to the OCFA. Before making a referral of one of its employees, the Firm 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.**

Referred personnel shall be immediately productive, requiring minimal training and orientation. If any employee assigned to the OCFA does not satisfactorily perform the assigned duties, fails to adhere to the department's direction or security regulations, demonstrates that they are not qualified to perform the duties required, or if the OCFA considers any employee's conduct to be detrimental to the OCFA's program, the Contractor shall withdraw such employee immediately upon the OCFA's notification and shall not exceed two working days to replace the withdrawn employee with another employee at no charge to the OCFA.

9. **Supervision:** The P&D Section shall determine the daily activities of the Firm's employees. Work policies, standards and procedures established by the P&D Section shall be followed at all times. The Firm and its employees shall conform in all respects with regard to physical, fire and security policy while on OCFA property.

10. **Right to Hire:** OCFA reserves the right to hire individuals provided under contract through a temporary service following 600 hours, of paid service under that contract, or the term identified in the professional services agreement, whichever is less without penalty.

11. **Fraudulent Time Cards & Unauthorized Costs:** The Firm 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 time cards prepared by the contractor's employee, unauthorized long-distance phone calls, incorrect time cards, improper rate charges, etc.

12. **Payment:** Invoices shall be submitted to the OCFA on a monthly basis and must include the names of temporary personnel, classification, employee rate of pay per this contract, billing rate to the OCFA, and number of hours worked. Invoices must be submitted to the OCFA with signed time cards attached. Authorized signers must sign the approval section of all time cards. Contract staff will be provided with name(s) of authorized signer(s).

13. **Accounting and Payroll:** The Firm shall be responsible for all accounting and payroll functions in connection with its services. The Firm must maintain complete and accurate accounting records to substantiate all charges, and must provide each of its employees with weekly time cards. Time cards shall be maintained by each employee on a daily basis and, at the end of each week, the hours worked by each employee shall be approved by the P&D Section. These time cards shall serve as the basis for the Firm's billing to the OCFA. All billing shall reference the purchase order number assigned to each contract.

14. **Reporting:** The Firm shall prepare a quarterly report on all employees utilized by the OCFA under this contract. The report shall include:

- the name of the employee
- the employee's job title
- the date placement with the OCFA began
- the date placement with the OCFA ended
- number of hours worked
- number of overtime hours worked
- total billing dollars per employee
- total billing to the OCFA for the quarter

POSITION REQUIREMENTS

The minimum requirements for individuals assigned to work on OCFA projects is a minimum of five years education on work experience in the capacity that provides exposure and competency as defined below:

All persons providing plan review services must be capable of performing all aspects of fire prevention plans review services.

These services include but are not limited to:

- A. Site access and water supply evaluation – distance to structure, distance for firefighting, distance to water supply, evaluation of adequate water supply, alternate means and methods.
- B. Architectural review – allowable area, type of construction, code requirements based on use and occupancy, special requirements based on hazards, exiting, etc.
- C. Fire alarm design review – type of system required, appropriate listed devices, function of the system, wiring methods, voltage drop, battery calculations, central station reporting.
- D. Fire sprinkler design review – scope of system and specific plans, correct density and design area, review of hydraulic calculations to confirm the design and water supply is appropriate, support hangars and seismic bracing.
- E. Underground piping for fire protection design review – installation methods, pipe retention, installation of fire hydrants, fire department connections
- F. Chemical classification and approval of plans defining volume, quantities and specific storage and use requirements – classification of chemicals, determination of quantities, confirmation that maximum quantities per control areas are in compliance; and completion of all required documentation
- G. Spray booth and special hazards evaluation – confirm design is in compliance with the California Fire Code and OCFA standards; review the design and installation of the required fire protection.
- H. High piled storage design review – confirm design is in compliance with the California Fire Code and OCFA standards; confirm the necessary documentation is provided.
- I. Commercial cooking fire protection design review – confirm the design meets the requirements of the California Mechanical Code and the California Fire Code; confirm the design and installation of the fire protection system is being performed by a manufacturer authorized person and the system complies with the design as specified by the manufacturer of the engineered fire protection system.
- J. Special, clean agent system design review – confirm the system complies with the manufacturers design requirements and meets minimum requirements for protection of the hazard and/or area based on the scope of work stated on the plans or permit application.

To complete these assignments persons assigned by the firm(s) must be highly experienced in the use and content of all California Building Standards Codes and currently adopted nationally recognized standards including all NFPA National Fire Codes.

All persons assigned by the firm(s) shall have the following additional qualifications:
Certified Plans Examiner, Commercial Fire Sprinkler Examiner and Fire Alarm Examiner, ICC, OSFM, NFPA or equivalent as determined by OCFA.

SECTION III: GENERAL INSTRUCTIONS TO OFFERORS

ACCEPTANCE PERIOD

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

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.

AWARD OF CONTRACT

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

1. Conduct pre-award discussion or pre-award negotiations with any or all responsive responsible proposals; or
2. Request that the offeror furnish additional information; or
3. Accept or reject any or all proposals, or portions thereof; or
4. Limit and/or determine the actual contract services to be included in the contract; or
5. 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.

A response to this Request for Proposal is an offer to contract with OCFA based upon the terms, conditions and scope of work contained in OCFA's Request for Proposal. Proposals do not become contracts unless and until they are executed by the OCFA. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed upon terms and conditions in the Contract documents. 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.

AWARD SELECTION PROCESS

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 Executive Board of Directors, once the contract(s) are approved, the Offeror(s) selected will enter into contract with the OCFA.

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.

CANCELLATION OF SOLICITATION

The OCFA may cancel this solicitation at any time.

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
3. 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.
4. 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.
5. The Offeror hereby certifies, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

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.

COMPLIANCE WITH LAWS

All proposals shall comply with current federal, state, and other laws relative thereto.

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.

DELIVERABLES REQUIRED OF SUCCESSFUL FIRM(S)

The successful firm(s) shall submit the following items to the Purchasing & Materials Manager or designee ***within ten (10) days of initiation of the contract award*** being submitted to the Executive Committee:

1. Sign and enter into a Professional Services Agreement (PSA) with the Orange County Fire Authority, subject to approval (*See Exhibit 1 – Sample Contract – page 38*).
2. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming OCFA as an additional insured (see pages 14-16) for detailed insurance requirements).

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.

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.

DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Purchasing Manager. Firm may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Appeal must be submitted within seven (7) calendar days of the date of notification of recommended award or denial of award.
3. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure of OCFA to follow the selection procedures and adhere to the requirements as specified in the RFP or any addenda or amendments.
 - b. A violation of conflict of interest as provided by California Government Code Section 87100 et seq.

- c. A violation of State or Federal law.

EXECUTION OF CONTRACT

The RFP, the Offeror's proposal, and the resulting purchase order will become incorporated as the complete contract. The Successful Offeror(s) shall execute the contract, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Offeror(s) after the OCFA executes the contract(s). In case of failure of the Offeror(s) to execute and return the contract and all required documents within the time allowed, the OCFA may, at its option, consider that the Offeror(s) has/have abandoned the contract.

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.

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.

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.

Offeror agrees to protect, defend, indemnify, save and hold harmless the OCFA and its officers, officials, employees and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (Offeror's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of Offeror shall be reduced by an amount proportional to the active negligence of the OCFA, if any.

Offeror shall comply with all of the provisions of the workers' compensation insurance laws and safety in employment laws of the State of California, including the applicable provisions of Divisions 4 and 56 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar state, federal, or local laws applicable; and contractor shall indemnify and hold harmless the OCFA from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, or every nature and description, including attorney fees, that may be presented, brought or recovered against the OCFA for or on account of any liability under or failure to comply with any of said

laws which may be incurred by reason of any work performed under this contract by Offeror or any subcontractor or others performing on behalf of Offeror.

The OCFA does not, and shall not, waive any rights against Offeror which it may have by reason of the above hold harmless agreements, because of the acceptance by the OCFA or the deposit with the OCFA by contractor of any or all of the required insurance policies.

The hold harmless agreements by Offeror shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of Offeror or any subcontractor or others performing on behalf of Offeror, whether or not such insurance policies are applicable.

Offeror shall require any and all subcontractors to afford the same degree of indemnification to the OCFA and its elected and appointed boards, officers, agents, and employees that is required of Offeror(s) and shall incorporate identical indemnity provisions in all contracts between Offeror and his/her subcontractors.

In the event that Offeror and the OCFA are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of Offeror, or by a dangerous condition of the OCFA's property created by Offeror or existing while the property was under the control of Offeror, Offeror shall not be relieved of its indemnity obligation to the OCFA by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the OCFA.

INDEPENDENT CONTRACTOR

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of OCFA. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of OCFA.

INQUIRIES

Any question related to the Request for Proposal shall be directed to the Assistant Purchasing Agent, Rothchild Ong. Questions and comments regarding this solicitation must be submitted in writing, either by mail, facsimile or e-mail to the Assistant Purchasing Agent, Orange County Fire Authority, 1 Fire Authority Road Bldg. C, Irvine, California, 92602, faxed to (714) 368-8845 or e-mailed to: rothchildong@ocfa.org, no later than ten (10) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. 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 sent to all known proposal holders.

INSURANCE

Offeror shall not commence work under this contract until he/she has obtained all insurance required under this section and the insurance has been approved by the OCFA as to form, amount, and carrier, nor shall Offeror allow any subcontractor to commence any work until all similar insurance required of the

subcontractor has been obtained and approved. All insurance documents need to be provided 10 days prior to the start of work so there is enough time for review and resolution of any issues to preclude delay of the testing. Neither the failure of Offeror to supply specified insurance policies and coverage, nor the failure of the OCFA to approve same shall alter or invalidate the provisions of this contract. The Offeror agrees to:

1. Obtain insurance coverage of the type and amount required and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice of termination, cancellation or policy changes will be delivered in accordance with the policy provisions.
2. The comprehensive general liability insurance will include the OCFA as an additional insured with respect to liability arising out of the performance of this contract. Comprehensive automobile liability insurance is also required. The contractor agrees that the insurance hereunder will be primary and that any insurance carried by the OCFA will be excess and not contributing.
3. Provide and maintain minimum insurance limits as applicable.

Offeror will present to the OCFA written evidence (Certificates of Insurance and the Additional Insured Endorsement) of compliance with Items 1, 2 and 3 above. Said evidence shall be to the OCFA's Risk Management satisfaction.

INSURANCE - WORKERS' COMPENSATION INSURANCE

Offeror shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, Offeror shall require all subcontractors to obtain workers' compensation insurance. Workers' Compensation must have a limit of at least \$1,000,000 each accident/\$1,000,000 each employee for disease. A Waiver of Subrogation is required.

All workers' compensation insurance policies shall provide that the insurance must notify OCFA of cancellation or changes in the policy and notice will be delivered in accordance with the policy provisions. Offeror is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply, with such provisions before commencing the performance of the work of this contract.

If your firm doesn't have any employees, a letter attesting to that fact must be provided to OCFA.

INSURANCE - LIABILITY INSURANCE COVERAGE

Offeror shall obtain and maintain during the life of this contract the following insurance coverage:

1. General Liability including operations, products and completed operations with a limit of \$1,000,000 each occurrence for bodily injury, personal injury and property damage/\$2,000,000 aggregate. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the required occurrence limit. For those businesses that are self-insured, a written declaration by the principal of the business should be provided.
2. Automobile liability, including owned, hired, and non-owned vehicles with a limit of \$1,000,000 each accident; \$1,000,000 uninsured motorist.

Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Service Office (ISO) Business Auto Coverage (Form CA 0001) covering any auto.

Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII.

1. Professional Liability with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate. If a firm provides claims made professional liability insurance, firm shall also agree in writing to purchase tail coverage in the amount required by the agreement to cover claims made within three years of the completion of firm's services under the agreement, or maintain professional liability insurance with the same carrier in the amount required by the agreement for at least three years after completion of firm's services under the agreement and evidence of such must be provided to OCFA.

Endorsements to the policies providing the above insurance shall be obtained by Offeror, adding the following three provisions:

1. **Additional Insureds (for commercial general liability only)**

"OCFA, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to the subject project and agreement."

2. **Other Insurance**

"Any other insurance maintained by the Orange County Fire Authority shall be excess and not contributing with the insurance provided by this policy."

All insurance carriers utilized by the Offeror or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require Offeror's insurance carrier(s) to be admitted insurers in the State of California.

INTERPRETATION OF CONTRACT DOCUMENTS

If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he/she may submit to the Orange County Fire Authority a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to OCFA Purchasing Section Attn: Rothchild Ong, Assistant Purchasing Agent, by mail at: 1 Fire Authority Road Bldg. C, Irvine, California, 92602, by e-mail rothchildong@ocfa.org, or by facsimile to (714) 368-8845 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When OCFA considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by OCFA as having received contract documents. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Contractor to ensure the OCFA has their correct business name and address on file. Any prospective Contractor who obtained a set of contract documents from anyone other than OCFA is responsible for advising OCFA that they have a set of contract documents and wish to receive subsequent Addenda.

KEY PERSONNEL

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to OCFA.
2. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify OCFA, and shall, subject to the concurrence of OCFA, replace such personnel with personnel of substantially equal ability and qualifications.

LATE PROPOSALS

Late proposals will be rejected and not opened.

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). At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

NOTICE OF INTENT TO AWARD

A notification of Intent to Award will be sent to the Offeror(s) selected.

OBJECTIONS

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to Assistant Purchasing Agent 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.

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 eighty (180) days after the proposal due date and time.

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.

PREPARATION OF PROPOSAL

1. 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.
2. 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.

3. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
4. Periods of time, stated as a number of days, shall be in calendar days.
5. 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.
6. OCFA shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
7. 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.

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.

PROPOSAL/ SUBMITTAL FORMAT

One (1) original hard copy original, one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on Digital Media), of each proposal should be submitted as specified in the RFP. The original copy of the proposal should be clearly labeled "Original". The material should be in sequence according to the RFP. The sections of the submittal should be clearly identifiable, including all the items listed in the Proposal Requirements, the completed Offer Form, and all signed Amendments if required. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

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.

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.

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: GENERAL TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS

Except as noted hereunder, successful Offeror may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent from the OCFA.

ATTORNEY FEES

In the event a lawsuit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF ORANGE COUNTY FIRE AUTHORITY

Subject to the power and authority of the OCFA as provided by law in this contract, the OCFA shall in all cases determine the quantity, quality, and acceptability of the work, provided under this contract. The OCFA shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Firm hereunder.

CANCELLATION OF THE CONTRACT

Without cause, the OCFA may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. With cause, the OCFA may cancel this contract at any time with ten (10) days written notice to the Firm. Cancellation for cause shall be at the discretion of the OCFA and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Offeror may not cancel this contract without prior written consent of the Assistant Purchasing Agent.

CHANGES IN WORK

The OCFA may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the OCFA may find necessary or desirable. The Offeror shall not claim forfeiture of contract by reasons of such changes by the OCFA. Changes in work and the amount of compensation to be paid to the Offeror for any extra work as so ordered shall be determined in accordance with the unit prices of Offeror's proposal.

COMPLIANCE OR DEVIATION TO SCOPE OF WORK/SERVICES

Offeror hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Offeror's response. Offeror may submit an attachment entitled "Exceptions to Specifications", which must be signed by Offeror's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive.

CONTRACT INCORPORATION

This contract embodies the entire contract between the OCFA and the Offeror. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Offeror's successful submittal, supplemental agreements, change orders, and any and all written agreements which alter, amend or extend the contract. Offeror's signed proposal and the OCFA's written acceptance shall constitute a binding contract.

FORCE MAJEURE

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Offeror, the Offeror shall notify the OCFA, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather. Neither party to the agreement shall be held responsible for delay or default for causes shown above which is beyond that party's reasonable control. The OCFA may terminate the agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement.

LACK OF FUNDING

The OCFA may cancel any additional terms of this contract without further obligation in the event that budgetary funding has been discontinued. The Offeror(s) shall receive written notification or either condition as soon as practically possible, but no later than thirty (30) days prior to termination.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS

The Offeror shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

LAWS GOVERNING CONTRACT

This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Orange, in the State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

SEVERABILITY

If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO

The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SUBCONTRACTING

If any Offeror(s) submits a proposal with subcontracting portions of the engagement, that fact must be clearly identified in the proposal and the name of the proposed subcontracting firm must be provided. Following the award of the actuarial services contract, no additional subcontracting will be allowed without the express prior written consent of the OCFA.

TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the OCFA, with or without cause, upon giving thirty (30) days written notice. The OCFA, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the OCFA shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the OCFA before the effective date of termination.

The OCFA reserves the right to terminate the whole or any part of this Contract due to the failure of the Firm to carry out any term or condition of the Contract. The OCFA will issue a written ten (10) day notice of default to the Firm for acting or failing to act as specified in any of the following:

In the opinion of the OCFA, the Firm provides personnel that do not meet the requirements of the Contract;

In the opinion of the OCFA, the Firm fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the OCFA, the Firm attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Firm fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the OCFA, the Firm fails to make progress in the performance of the requirements of the Contract;

The Firm gives the OCFA a positive indication that the Firm will not or cannot perform to the requirements of the Contract.

Each payment obligation of the OCFA created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the OCFA and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the OCFA at the end of the period for which funds are available.

The OCFA will endeavor to notify the Firm in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the OCFA in the event this provision is exercised, and the OCFA shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

UNFORESEEN DIFFICULTIES

All loss or damage arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from encumbrances on the line of work, shall be sustained by the Offeror, except as may be otherwise specifically provided by the contract documents.

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. Proposals will only be accepted from Offerors that meet the minimum qualifications. All Offerors are expected to provide detailed answers to the proposal requirements listed below. The answers provided will be relevant in the evaluation process of the proposal. Additional information, if provided, should be separately identified in the proposal.

Proposals (submittals) should include, at a minimum, the following:

- 1) **Transmittal letter:** Letter should be on the firm's letterhead. The letter should be signed by the Prime Consultant or in the case of a joint venture or other joint-prime relationship; an officer of each venture partner shall sign on behalf of the proposing firm. The letter should illustrate the Offeror's understanding of the objectives of this solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Offeror and the assigned employees have the ability to successfully complete the scope of work represented in this solicitation including specific knowledge, expertise and experience in providing plan review staffing services. It is important that you provide information on any significant transactional events in the past five years such as bankruptcies, mergers, acquisitions and initial public offerings (IPO's).
- 2) **Firm's detailed information:** Provide a brief profile of the firm including the types of services offered, the year founded, form of organization (corporation, partnership, sole proprietorship), including number of years in business, location of office(s), number of employees, and number of clients you have currently. Please complete the Appendix A - Offeror's Information (page 25).
- 3) **Work Plan:** Offerors shall provide a specific, detailed project plan that describes how the Respondent intends to provide the requested services set forth in the Scope of Work, and provide details on the account team structure and role (including the sales contact process, account team support, and periodic account review process).
- 4) **Proposal Questionnaire:** Submit your responses to the questions in Appendix C (page 27).
- 5) **List of References and Relevant Experience:** Provide a minimum of three (3) business references, preferably at the level of local public agency, federal agency or elected offices, for which services similar to those outlined herein have been provided or are currently being provided. The reference information should include: the agencies name, project description, project dates (starting and ending), agency project manager name, telephone number and e-mail.
- 6) **Offer/Cost Proposal:** The pricing should include the total price proposed to accomplish all the performance and deliverables requested by the OCFA, and offered by your firm, in this RFP. See the Appendix D - Price proposal page (page 28) and Appendix E (page 29) included in the RFP document.
- 7) **W-9:** Provide an IRS W-9 Form with submittal.
- 8) **Party Participant and Agent Disclosure Forms:** 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 (page 30) of this RFP and submit as part of the proposal, if applicable.

SECTION VI: EVALUATION OF PROPOSALS AND NEGOTIATIONS

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 and deliverables as outlined in the scope of work. All proposals will be reviewed by an evaluation committee comprised of OCFA staff for compliance with the scope of work including documented capability to perform the prescribed work in a satisfactory manner. Respondents should respond to all requirements in the order in which they are presented. Proposals, which appear to be compliant, will be evaluated in accordance with the following:

- A. *Method of Approach (maximum points 30)*** - This set of criteria will assess how well the Offeror used the Scope of Work as a guide to describe proposed work tasks in sufficient detail to present the proposed method of approach. This includes the understanding of the scope of work, proposed project management and cost control techniques, and unique/creative approaches to work.
- Overall thoroughness of responses and demonstrated understanding of the requirements in the transmittal letter and narrative description.
 - Ability to communicate effectively how the firm can meet the requirements of the proposal.
 - Answers to Staffing, Recruitment, Customer Service, and Exceptions/Deviations in the Questionnaire
- B. *Qualifications & Experience (maximum points 40)*** - The Offeror's history of performance and demonstrated ability in providing the service will be assessed in addition to the qualifications and experience of key-personnel assigned to the project team and relevant experience of the firm.
- Firm's detailed information
 - Individual named to provide professional services including their qualifications and experience. Provide any specialized experience of key personnel, their time commitment in the areas assigned and the estimated labor hours
 - Current and past customer satisfaction
 - Answers to Qualifications & Related Experience in the Questionnaire
- C. *Proposed Costs (maximum points 30)*** - The lowest price proposal will not necessarily be selected. OCFA is looking for the best value versus the lowest price. While cost is important, 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.

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

ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS

A. *Shortlist:*

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

B. *Interviews/Demonstrations:*

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

Interview/Demonstration Rating Criteria:

The following criteria and points will be used in evaluating and rating the short-listed firms.

- Interview/Questions 50 points

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

C. *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.

D. *Prior Experience:*

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

E. *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.

F. *Post-Proposal Discussions with Offerors:*

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

The Offeror with the best ranking after negotiations will be recommended for award of the contract.

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

APPENDIX A - 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 No.	Firm Fax No.
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 and 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 No.:	E-mail:

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

Name:	Title:
Telephone No.:	E-mail:

***Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No
If yes, you are required to submit form/s (see Appendix F).***

****For additional information please see page 11 "Campaign Contribution Disclosure".***

APPENDIX B - REFERENCES

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

APPENDIX C – PROPOSAL QUESTIONNAIRE

Qualifications and Related Experience

1. Provide relevant information demonstrating competence in the services to be provided; including supporting evidence of strength and stability of the firm; staffing capability; and work load.
2. Explain how your Firm keeps abreast of the latest changes in state, local, and federal requirements and codes.
3. Provide information on any innovative or unique methods used that distinguish your Firm from other plan review staffing agencies.

Staffing

1. Please describe how your firm will fulfill the requirement of long-term staffing called for in this RFP. Indicate your ability to commit resources through the term of a project. Indicate whether you have contracts with resources to ensure their long-term availability for projects.
2. Describe your firm's ability to provide personnel with the business knowledge, technical knowledge and qualifications outlined in the position requirements without any loss of service or performance levels to the OCFA. Explain how your Firm selects and retains resources with current high quality skill sets.
3. Describe in detail the overhead rate, the difference between the pay rate and billing rate for each staff position.
4. Provide information on any retention incentive plans to be used.

Recruitment

1. Please describe your recruitment process and the screening process your firm utilizes.
2. Provide the types of testing used to establish the qualifications of personnel and their suitability to perform the work described in the Scope of Work.

Customer Service

1. Describe the level of customer service that will be provided, including procedure that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to: customer service organizational structure, contact process, follow up process, other internal procedures.

Exceptions/Deviations

1. State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Proposals of alternative approaches to meet the OCFA's technical or contractual requirements should be thoroughly explained.

APPENDIX D - PRICING PAGE

Proposal Costs - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. The 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. **If your job position is different than the position listed below, please provide the title and description on a separate page.**

Plan Review Contract Staffing Pricing Information					
Job Position	Regular Hourly Pay Rate	Regular Markup %	Regular Hourly Bill Rate	Overtime Markup %	Overtime Hourly Bill Rate
Plan Reviewer or Equivalent					

Government Rates

It is expected that all vendors responding to this solicitation will offer the firm's government or most favorable comparable rates. The proposer's cost proposal must describe how future price increases will be minimized and capped and how both decreases and increases will be passed on to the OCFA if the contract is renewed after the initial term. The proposer must explain the proposed process to implement price changes, what factors are utilized to determine the increase, and how the OCFA will be notified. Please provide further details below:

Is your pricing based on a cooperative contract? Yes___ No___, if so, which agency and contract is the pricing based on? _____

"PIGGYBACK" CLAUSE Offeror shall indicate below if he will extend the same prices, terms, and conditions of the proposal to other public agencies: Yes ___ No ___. Offer'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.

Payment Discount: Discount for payment of invoice within **20 days** of receipt is: ____%. Payment discounts of 20 or more days will be considered in award of proposal.

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.

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP RO2058**, the undersigned Offeror(s) agrees to provide services for 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 any resulting contract. **If there are any exceptions they must be stated in an attachment included with the offer.**

- 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

Signature of Person Authorized to Sign

Date

Printed Name

Title

APPENDIX F

PARTY AND PARTICIPANT DISCLOSURE FORMS

(SEE FOLLOWING PAGES)

ORANGE COUNTY FIRE AUTHORITY 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 on page 11 of this solicitation.

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 the OCFA for approval. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements¹ for use, including all entitlements for land use, all contracts² (other than competitively bid, labor or personal employment contracts), and all franchises.

- E. 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."

- F. 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.
- G. A list of the members and alternates of the Board of Directors is attached.

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

¹ *Entitlement for the purposes of this form refers to contract award.*

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

ORANGE COUNTY FIRE AUTHORITY
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) or Alternate(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): _____

**ORANGE COUNTY FIRE AUTHORITY
PARTICIPANT (AGENT) DISCLOSURE**

The Participant Disclosure Form must be completed by lobbyists or agents representing the Offeror in this procurement. (Please see next page for definitions of these terms.)

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the 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 the 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 the 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).

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 the 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:

- (2) Communicates directly, either in person or in writing, with a board member or alternate of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (3) Communicates with an employee of the OCFA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (4) Testifies or makes an oral statement before the Board of Directors of the 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.
5. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY FIRE AUTHORITY
PARTICIPANT DISCLOSURE FORM

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

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Date: _____

Signature of Party and/or Agent

Board Member(s) or Alternate(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): _____

ORANGE COUNTY FIRE AUTHORITY

Board of Directors

Al Murray, Chairman
Phillip Tsunoda, Director
Rob Johnson, Director
Gerard Goedhart, Director
Jerry McCloskey, Director
Don Sedgwick, Director
Dwight Robinson, Director
Carol Gamble, Director
Sam Allevato, Director
David Sloan, Director
Rick Barnett, Director
Craig Green, Director
Todd Spitzer, Director

Eugene Hernandez, Vice Chairman
Elizabeth Swift, Director
Joseph Muller, Director
Jeffrey Lalloway, Director
Noel Hatch, Director
Warren Kusumoto, Director
Ed Sachs, Director
Bob Baker, Director
Roman Reyna, Director
David John Shawver, Director
Tri Ta, Director
Lisa Bartlett, Director

ORANGE COUNTY FIRE AUTHORITY

Alternates

David Harrington, Alternate
Jon Peat, Alternate
Fred Minagar, Alternate
Peter Kim, Alternate
Scott Voigts, Alternate
Shelley Hasselbrink, Alternate
Jeremy Yamaguchi, Alternate
Derek Reeve, Alternate
Ellery Deaton, Alternate
Charles Puckett, Alternate
Bill Nelson, Alternate
Craig Young, Alternate

Steve Berry, Alternate
Richard Viczorek, Alternate
Steven Choi, Alternate
Dore Gilbert, Alternate
Cynthia Connors, Alternate
Cathy Schlicht, Alternate
Bradley McGirr, Alternate
Lori Donchak, Alternate
Angelica Amezcua, Alternate
Carol Warren, Alternate
Sergio Contreras, Alternate
Andrew Do, Alternate

EXHIBIT 1

SAMPLE PROFESSIONAL SERVICES AGREEMENT

(SEE FOLLOWING PAGES)

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this _____ day of _____, 201____, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and _____, a _____, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a firm for the _____, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated _____, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; 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 "Proposal" attached hereto as Exhibit "A." Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

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

1.6 Additional Services.

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

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 terms set forth in Exhibit "A," in an amount not to exceed \$_____.

3.2 Method of Payment.

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

3.3 Changes.

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

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

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

3.4 Appropriations.

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

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

4.2 Schedule of Performance.

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

4.3 Force Majeure.

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

4.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding _____ from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Firm.

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

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

5.2 Contract Officer.

The Contract Officer shall be _____, 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.

The experience, knowledge, capability and reputation of Firm, its principals and employees, 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. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

5.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent Firm of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance.

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Firm's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate evidencing the foregoing and designating OCFA as an additional named insured shall be delivered to and approved by OCFA prior to commencement of the services hereunder. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its Firms, officers and employees. The amount of insurance required hereunder shall include comprehensive general liability, personal

injury and automobile liability with limits of at least _____ (\$_____) combined single limit coverage per occurrence and professional liability coverage with limits of at least _____ (\$_____). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

6.2 Indemnification.

The Firm shall defend, indemnify and hold harmless OCFA, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Firm, its officers, employees and agents, arising out of or related to Firm's performance under this Agreement, except for such loss as may be caused by OCFA's own negligence or that of its officers or employees.

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. 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.

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.

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: _____
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.

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____ By: _____

Jeff Bowman, Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: _____

“FIRM”

[FIRM NAME]

Date: _____

By: _____