

## **AGREEMENT WITH ELITE COMMAND TRAINING AND THE CITY OF SANTA ANA TO PROVIDE L-SERIES TRAINING COURSES**

THIS AGREEMENT is made and entered into on this 4th day of February, 2025 by and between Elite Command Training, a Washington Corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

### **RECITALS**

- A. On November 5, 2024, the City of Santa Ana issued Request for Proposals No. 24-131A to identify qualified contractors capable of delivering homeland security related training courses taught by subject matter experts or recognized professionals who to develop and deliver a broad range of homeland security related exercises.
- B. The courses support the Anaheim/Santa Ana Urban Area (“ASUA”) Homeland Security Regional Training and Exercise Program and are funded by a grant awarded to the City by the Homeland Security’s Urban Areas Security Initiative, (“UASI”) administered by SAPD.
- D Contractor submitted a responsive proposal to the RFP and was selected by the City. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

### **1. SCOPE OF SERVICES**

Contractor shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services** provided in the RFP and attached hereto as **Exhibit A**. Contractor’s proposals are incorporated by reference as though fully set forth herein. In the performance of all services, Contractor shall comply and provide the required training/classes as set forth in **Cost Proposal/Class List - Exhibit B**, attached hereto.

### **2. COMPENSATION**

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in **Cost Proposal/Class List - Exhibit B**. Any compensation payable to Contractor shall be paid from a portion of the above-referenced UASI grant awarded to the City. The cost per training series is \$62,334. The cost for eight (8) training series and the total amount to be expended during the term of this Agreement shall not exceed **\$498,672**.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Contractor agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Contractor agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Contractor's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on February 4, 2025 for an initial three (3) year term with the option for the City to grant up to two (2), one (1) year renewal options, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 17, below.

### **4. PREVAILING WAGES**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of

authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

## **7. INSURANCE**

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require any subcontractors to obtain and maintain insurance as described below for the entire Term of this Agreement against claims for injuries to persons or damage to property which may arise from or in connection with services, products and materials supplied to City. Total cost of such insurance shall be borne by Contractor.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Required policy limits can be met with primary and umbrella/excess insurance policies.
2. **Automobile Liability (AL):** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), with limits no less than \$1,000,000 combined single limits. In the event Contractor does not maintain commercial automobile liability insurance, City will accept evidence of personal automobile insurance.
3. **Workers’ Compensation (W/C):** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident, policy or employee, for bodily injury or disease. Coverage is not required if Contractor has no employees and signs request to waive such insurance.
4. **Professional Liability Insurance (PL):** with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimum requirements for each line of coverage shown above, City shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Where the policy limits are greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference in to the Agreement.

### **Other Insurance Provisions**

The above required insurance policies are to contain or be endorsed to contain the following provisions:

1. City, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds, under Contractor's CGL, PL, and AL policies, with respect to any liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts, equipment, and personnel furnished in connection with such work or operations.
2. Contractor and its Insurance company(ies) agrees to waive all rights of subrogation against City, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of the CGL, AL, PL, and W/C policies, arising from work performed by Contractor under this Agreement.
3. For any claims related to this contract, Contractor's insurance coverage shall be primary and any insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
4. A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
5. Insurance policies required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
6. Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: City Attorney's Office, 20 Civic Center Plaza, Santa Ana, CA 92701. The name and location of project must be included in the Description of Operations section of each certificate.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to City.

### **Verification of Coverage**

Contractor shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **8. INDEMNIFICATION**

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

## **10. RECORDS**

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **11. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

## **12. CERTIFICATIONS**

The funds used to pay for this Agreement will be partly comprised of federal grant funds. Contractor agrees and understands that it will comply with the terms of the Certifications attached hereto as **Attachments A-H**, incorporated by reference into this Agreement. Contractor shall keep itself informed of all City, State and Federal laws and regulations which may, in any manner, affect the performance of its services pursuant to this Agreement. Contractor shall at all times, observe and comply with all such laws and regulations. City and its officers and employees shall not be liable at law or in equity by reason of the failure of the Contractor to comply with this paragraph.

## **13. CONFLICT OF INTEREST CLAUSE**

1. The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

2. If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

#### **14. NON-DISCRIMINATION**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

#### **15. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **16. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

#### **17. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## **18. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **19. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **20. PROFESSIONAL LICENSES**

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **21. FEDERAL REGULATIONS**

Elite Command Training shall comply with all applicable contractual provisions required by the United States Office of Management and Budget (OMB), as set for the in 2 CRF Part 200, whether or not expressly set forth in this document, including but not limited to those provisions set forth below. Notwithstanding, anything to the contrary herein, including without limitation , the language in this Agreement, the actual language contained in federal statutes, federal regulations, federally promulgated materials and state statutes, shall control in determining any obligations under federal law in the event of a conflict with any terms, language or provisions contained in this Agreement. Elite Command Training shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause City to be in violation of the federal terms and conditions.



a. Federal Regulations – Recipient must comply with the government cost principles, uniform administrative requirements and audit requirements for federal grant program housed within Title 2, Part 180 of the Code of Federal Regulations.

b. Debarment and Suspension – As required by Executive Orders 12549 and 12689, and 2 CFR §200.214 and codified in 2 CFR Part 200, Recipient must provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

c. Audit Records – With respect to all matters covered by this agreement all records shall be made available for audit and inspection by CITY, the grant agency and/or their duly authorized representatives for a period of three (3) years from the date of submission of the final expenditure report by the City of Santa Ana. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, Recipient shall preserve and maintain all documents, papers and records relevant to the services provided in accordance with this Agreement, including the Attachments hereto. For the same time period, Recipient shall make said documents, papers and records available to City and the agency from which City received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of Recipient, upon request during usual working hours.

d. Reports – Recipient shall provide to City all records and information requested by City for inclusion in quarterly reports and such other reports or records as City may be required to provide to the agency from which City received grant funds or other persons or agencies.

e. Section 504 of the Rehabilitation Act of 1973 (Handicapped) – All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The Recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its contractors, subcontractors, assignees or successors.

f. Americans with Disabilities Act of 1990 – (ADA) Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

g. Political Activity – None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

h. No Lobbying – Recipient will comply with all applicable lobbying prohibitions and laws, including those found in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, et seq.), and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

i. Non-Discrimination and Equal Opportunity – Recipient will comply, and all its contractors (or subrecipients) will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of 1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Recipient makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Recipient will forward a copy of the findings to CITY which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice. If applicable, recipient will comply with the equal opportunity clause in 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375.

j. Equal Employment Opportunity – Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

k. Public Contracts Code – Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

l. Copeland “Anti-Kickback” Act – Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

m. David-Bacon Act – Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

n. Work Hours and Safety – Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

o. Clean Air Act –

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

p. Energy and Conservation – Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable.

q. Waste Disposal – Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

r. Patent Rights – Recipient agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401 and any other implementing regulations, as applicable.

s. Copyright – Recipient may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA) and City reserve a royalty-free, non-exclusive, and

irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

(1) the copyright in any work developed through this Agreement; and

(2) any rights of copyright to which the subcontractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

t. Equal Employment in Construction Contracts – Pursuant to Equal Employment Opportunity requirements of 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375, as to any construction contract thereunder, if applicable, during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

u. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements under Uniform Guidance 2 CFR §200.216. Recipient will comply with FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunications Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(3) Telecommunications or video surveillance services produced by such entities or using such equipment.

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

v. Domestic Preferences for Procurements/Subcontracts – Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements under Uniform Guidance 2 CFR §200.322.

Recipient shall comply with the federal and recipient standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Recipient shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The recipient shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The recipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

(1) Recovered Materials

Recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(2) Domestic Preference for Procurements

Recipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

w. Termination for Cause and Convenience – Should recipient fail for any reason to comply with the contractual obligations of this agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

x. Contractual/Legal Remedies for Breach of Contract – Should recipient fail for any reason to comply with the contractual obligations of this Agreement and/or willfully, knowingly or negligently breach any term, condition or requirement of the agreement, City may impose sanctions including but not limited to damages (liquidated damages and or penalties) and /or any other remedy available pursuant to the Agreement of the laws then in effect.

## **22. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Chief of Police  
City of Santa Ana  
20 Civic Center Plaza (M-96)  
P.O. Box 1988  
Santa Ana, California 92702

To Contractor:

Elite Command Training  
12522 North Nine Mile Falls Road, Suite 355  
Nine Mile Falls, WA 99026

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## **23. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and

attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**


**CITY OF SANTA ANA**

\_\_\_\_\_  
JENNIFER L. HALL  
City Clerk

\_\_\_\_\_  
ALVARO NUÑEZ  
City Manager

**APPROVED AS TO FORM:**  
SONIA R. CARVALHO  
City Attorney

**CONTRACTOR:**

By:   
\_\_\_\_\_  
TAMARA BOGOSIAN  
Senior Assistant City Attorney

  
\_\_\_\_\_  
By: Michael Bryant  
Title: operations MANAGER

**RECOMMENDED FOR APPROVAL:**

  
\_\_\_\_\_  
ROBERT RODRIGUEZ  
Chief of Police





# EXHIBIT A

## CITY OF SANTA ANA

### EXHIBIT I

### SCOPE OF SERVICES

Contractor shall perform services as set forth below.

#### I. REQUIREMENTS

A. The specific requirements of this RFP have been listed in Section II.

#### II. TRAINING COURSE(S)

A. ASUA requires seminars, training courses in the following specific training course disciplines:

- i. L-954 All Hazards Safety Officer,
- ii. L-956 All Hazards Liaison Officer,
- iii. L-964 All Hazards Situation Unit Leader,
- iv. L-965 All Hazards Resources Unit Leader
- v. L-970 All Hazards Supply Unit Leader,
- vi. L-971 All Hazards Facilities Unit Leader, and

#### III. MINIMUM REQUIREMENTS

A. The awarded Contractor must be able to provide all six (6) training courses as listed in Section II.

B. Availability to conduct up to a total of eight (8) deliveries of each of the training courses by the end of the term of the contract.

C. The first training must be conducted no later than **January, 2025.**

D. Course Name & Description:

##### i. **L-954 All Hazards Safety Officer**

1. Course Overview: The objective of this professional development course is to offer federal, state, and local-level emergency responders a comprehensive overview of the key duties and responsibilities of a Safety Officer within a Type III All-Hazards Incident Management Team (AHIMT).

##### ii. **L-956 All Hazards Liaison Officer**

1. Course Overview: This course equips local and state-level emergency responders with a comprehensive understanding of the duties, responsibilities, and capabilities of an effective Liaison Officer on an All-Hazards Incident Management Team (AHIMT). It is an instructor-led training that fosters learning through discussion, lectures, and active participation in multiple exercises, providing a realistic, scenario-driven approach to mastering the skills required of a Liaison Officer.



## CITY OF SANTA ANA

Exercises, simulations, discussions, and a final exam enable participants to process and apply their newfound knowledge.

iii. **L-964 All Hazards Situation Unit**

1. Course Overview: This course equips participants with the core competencies essential for performing the duties of the Situation Unit Leader (SITL) in an all-hazards incident. It covers all responsibilities expected of an SITL within a local or state-level All-Hazards Incident Management Team (AHIMT), including processing information and intelligence and developing displays. The course is instructor-led, promoting learning through discussion, lectures, and active participation in multiple exercises. By requiring participants to bring an SITL Kit to the training, it offers a realistic, hands-on approach to mastering the skills of an SITL.

iv. **L-965 All Hazards Resource Unit Leader**

1. Course Overview: The objective of this professional development course is to offer federal, state, and local-level emergency responders a comprehensive overview of the key duties and responsibilities of a Safety Officer within a Type III All-Hazards Incident Management Team (AHIMT).

v. **L-970: All Hazards Supply Unit Leader**

1. Course Overview: The objective of this professional development course is to offer federal, state, and local-level emergency responders a comprehensive overview of the key duties and responsibilities of a Unit Leader within a Type III All-Hazards Incident Management Team (AHIMT).

vi. **L-971: All Hazards Facilities Unit Leader**

1. Courses Overview: The objective of this professional development course is to offer federal, state, and local-level emergency responders a comprehensive overview of the key duties and responsibilities of a Facilities Unit Leader within a Type III All-Hazards Incident Management Team (AHIMT).

vii. Number of Deliveries Being Requested: Up to eight (8) for each training course

viii. Number of Students per Delivery: Minimum of 20 students

**E. Responsibilities of the City of Santa Ana and the Anaheim/Santa Ana Urban Area:**

- i. Classroom with space to arrange students in groups
- ii. Audio/Visual Equipment
- iii. Multiple easels, dry erase board, and markers

**F. Responsibilities of the Training Provider:**

- i. Laptop
- ii. Presentation & training aids
- iii. Professional instruction

**G. Notice to Respondents:**

- i. All responses to this solicitation shall become property of the City of Santa Ana, and responses will become public record after issuance of Purchase Order. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.



## CITY OF SANTA ANA

- ii. Contractor shall conduct training courses at various locations/venues within the ASUA.
- iii. Contractor shall prepare course flyers, register attendees, record attendance by signed roster, provide certificates of completions, and verify course completion by the participants.
- iv. Contractor shall prepare and present specified training courses. Course material shall be available at the time the training is provided for each of the training courses the proposer has outlined in their proposal.
- v. All training courses presented must meet state and federal guidelines and be approved by Cal OES and DHS for reimbursement under the Homeland Security Grant Program prior to delivery. Refer to the Cal OES website at: <http://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute> and the DHS website at: <https://www.fema.gov/training> for further information regarding state and federal guidelines for Department of Homeland Security grants. If any portion of the training course occurs outside of the classroom, an Environmental & Historic Preservation (EHP) approval must be obtained from FEMA/Cal OES prior to delivery of the course. The EHP approval is location specific and if an EHP approval is required, one must be obtained for each location where the course is delivered. It shall be the responsibility of the Proposer to complete all of the forms and documentation necessary to obtain the required approvals. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.
- vi. Contractor shall provide all required training material, handouts, course syllabus and/or written curriculum
- vii. Contractor shall collect written survey comments/course evaluations from participants at the conclusion of every course offered. Survey/course evaluations will be conducted in a manner specified by the City. A standardized course survey form will be provided to the successful proposers. A record of responses shall be maintained throughout the term of the agreement by Contractor, and organized by training course, date, instructor, etc. Frequently mentioned comments shall be reported to City Project Manager. Electronic reporting shall be made available to the City upon request
- viii. City reserves the right to cancel training courses with fourteen (14) calendar days' notice of delivery date. City shall not be charged for the class, travel costs, or training materials by Contractor if cancellation occurs within this period.
- ix. City reserves the right to cancel training courses with fourteen (14) calendar days' notice of delivery date. City shall not be charged for the class, travel costs, or training materials by Contractor if cancellation occurs within this period.
- x. Contractor shall provide and assign high quality instructors on a consistent basis to deliver the specified courses.



## CITY OF SANTA ANA

- xi. All instructors shall use the methods suggested by the training protocols established, such as maintaining and updating each training syllabus; introducing and following objectives for each class; completing training as described; and utilizing training aids such as audio/visual systems.
- xii. Contractor and all its instructors shall provide immediate feedback to the City via the ASUA Homeland Security Regional Training and Exercise Program Manager regarding all customer requests for new or additional services or to file complaints.
- xiii. Contractor will be paid for services rendered. Training days are generally eight (8) hours long (e.g. 8AM-5PM), including a one (1) hour lunch break. Schedule should include regular breaks on a 50/10 break ratio – for every fifty (50) minutes of instruction, there should be a ten (10) minute break. Half days are defined as four (4) hours or less of curriculum.
- xiv. Training venues may be provided by the City or by hosting agencies based on the needs of the course. Contractor must be able to secure training sites at any of the jurisdictions within the ASUA.
- xv. All Contractor-developed courses must be approved by California Office of Emergency Services (Cal OES) for reimbursement under the Homeland Security Grant Program prior to delivery. It is the responsibility of the Contractor to prepare all forms and documentation necessary to obtain all course approvals at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.
- xvi. The anticipated start date of this agreement is January, 2025. Usage under this agreement will begin at this time.
- xvii. Depending on the training or exercise, Contractor's instructors and courses may be required to be California Peace Officer Standards & Training (POST) certified or California State Fire Marshal approved. It shall be the responsibility of the Contractor to obtain all POST certifications and California State Fire Marshal course approvals at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the requests for certifications and approval. The City shall not be billed for any costs associated with obtaining these certifications and approvals.
- xviii. A list of "approved" courses is available from Cal OES at [www.caloes.ca.gov](http://www.caloes.ca.gov) and a list of Federal Emergency Management Agency (FEMA) approved classes is available at [www.fema.gov/training](http://www.fema.gov/training)
- xix. Contractors are responsible for providing all course materials and delivering it to the site(s) of all training at their cost.
- xx. Contractor must work with the ASUA Homeland Security Regional Training and Exercise Program Manager and requesting agencies to coordinate the training calendar and venue.



## CITY OF SANTA ANA

- xxi. When required, Contractor must obtain the applicable certifications for developed courses before training begins. The need for certification will be determined by the ASUA Training & Exercise Program Manager. It shall be the responsibility of the Contractor to complete all forms and documentation necessary to obtain the required certifications at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist the Proposer with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- xxii. Contractor will be required to obtain Emergency Medical Association (EMA) or Emergency Management Institute (EMI) certification on developed courses at its cost if the course content contains materials that require state and/or federal certification. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist the Contractor with the submission of the requests for certification. The City shall not be billed for any costs associated with obtaining these certifications.
- xxiii. Contractor may not charge the City for materials brought to the class that are not utilized.
- xxiv. Proposers may be selected to provide training based on their expertise within a specific discipline:
  - 1. L-954 All Hazards Safety Officer, L-956 All Hazards Liaison Officer, L-970 All Hazards Supply Unit Leader, L-964 All Hazards Situation Unit Leader, L-971 All Hazards Facilities Unit Leader, L-965 All Hazards Resources Unit Leader.
- xxv. Contractors shall ensure that training participants are members of agencies or organizations located or operating within the ASUA, or have been approved by the ASUA Training & Exercise Program Manager or his designee.
- xxvi. Contractor shall ensure that, when required, an Environmental Historic Preservation (EHP) approval has been issued to the ASUA before delivery of the training course. It shall be the responsibility of the Proposer to complete all forms and documentation necessary to obtain the required EHP approvals at its cost. The ASUA Homeland Security Regional Training and Exercise Program Manager will assist Contractor with the submission of the requests for approval. The City shall not be billed for any costs associated with obtaining these approvals.

### **IV. DELIVERABLES / REPORTS FOR TRAINING COURSES**

#### **A. Course Surveys / Evaluations**

- i. Course surveys/evaluations results will be tabulated and scored by Contractor. Summary of the results will be provided to the ASUA Training & Exercise Program Manager.



## CITY OF SANTA ANA

- ii. Completed course survey/evaluation forms will be provided to the ASUA Training & Exercise Program Manager within 30 days of delivery of the training course.
- B. Contractor must provide course flyers for all training courses to be delivered at its cost.
- C. Contractor must provide to the ASUA Training & Exercise Program Manager all rosters and sign-in sheets upon completion of the training course for all training courses delivered. Contractor shall maintain a record of all original and electronic copies of all sign-in sheets.
- D. Contractor shall provide certificates of completion to all students that successfully complete a training course at the conclusion of the training course and provide copies of the certificates to the ASUA Training & Exercise Program Manager within 30 days of delivery of the training course. Contractor shall maintain a record of all certificates provided students.

### **V. QUANTITIES FOR TRAINING COURSES**

- A. Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

### **VI. PRICING FOR TRAINING COURSES**

- A. Proposer must include pricing for each individual training course series when submitting the Cost Proposal.
- B. Unless otherwise stated, Proposer agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- C. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- D. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- E. Pricing shall include any and all payment incentives available to the City.
- F. Proposers are advised that in the evaluation of costs, if applicable, it will be assumed the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- G. Federal and State minimum wage laws apply. The City has no requirements for living wages. The City is not imposing any additional requirements regarding wages.

### **VII. AWARD FOR TRAINING COURSES**

- A. City reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, from any Exhibits attached hereto, or from any subsequent addenda; to waive informalities and minor irregularities in responses received; and to provide an opportunity for Proposers to correct minor and immaterial errors contained in



## CITY OF SANTA ANA

their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.

- B. The City reserves the right to award an agreement to a single Proposer or multiple Proposers.
- C. The City has the right to decline to award an agreement or any part thereof for any reason.
- D. City Council approval to award an Agreement pursuant to this RFP will be required.
- E. Any agreement must be negotiated, finalized, and approved by the recommend Contractor prior to City Council approval.
- F. RFP specifications, terms, conditions, and Exhibits, RFP Addenda, and Proposals, may be incorporated into and made a part of any agreement that may be awarded as a result of this RFP.

### **VIII. INVOICING FOR TRAINING COURSES**

- A. Proposer shall invoice the City, unless otherwise advised, upon satisfactory receipt of performance of services.
- B. City will use best efforts to make payments within thirty (30) days following receipt and review of invoice and upon complete satisfactory receipt of performance of services.
- C. Invoices shall be emailed to:

Sgt. Garry Couso  
Santa Ana Police Department  
Email: [gcouso@santa-ana.org](mailto:gcouso@santa-ana.org)

- D. City shall notify Proposer of any adjustments required to invoices.
- E. Invoices shall include, at minimum:
  - i. City PO Number (If applicable)
  - ii. Invoice number
  - iii. Agreement number
  - iv. Remit to address
  - v. Itemized services
  - vi. Course description
  - vii. Pricing as per agreement
  - viii. Instructor name
  - ix. Number of participants
  - x. Course date(s), and
  - xi. Shall be accompanied by acceptable proof of delivery
- F. Proposer shall utilize standardized invoices upon request.



## CITY OF SANTA ANA

### **IX. ACCOUNT MANAGER/SUPPORT STAFF FOR TRAINING COURSES**

- A. Proposer shall provide a dedicated, competent Account Manager who shall be responsible for the City's account / agreement. The Account Manager shall receive all orders from the City and shall be the primary contact for all issues regarding the Proposer's response to this RFP and any agreement which may arise pursuant to this RFP.
- B. Proposer shall also provide adequate, competent support staff that shall be able to service the City during the working hours of 7:00AM – 5:00PM PST, Monday through Friday. Such representative(s) shall be knowledgeable about the agreement, training offered, and able to identify and resolve quickly any issues included, but not limited to order and invoicing problems.
- C. Contractor's Account Manager shall be familiar with City requirements and standards and work with the City to ensure that established standards are adhered to.
- D. Contractor's Account Manager shall keep the City and ASUA Training & Exercise Program Manager informed of requests from departments.





RFP NO. 24-131A

December 30, 2024

Anaheim/Santa Ana UA

FEMA L-Series Training Course Services

**2. COST PROPOSAL – BEST & FINAL PRICING OFFER**

Course Name	Item	Amount
L-954 All Hazards Safety Officer (4-days)	per course delivery	\$8,589.00
L-956 All Hazards Liaison Officer (2-days)	per course delivery	\$5,589.00
L-964 All Hazards Situation Unit Leader (5-days)	per course delivery	\$11,589.00
L-965 All Hazards Resources Unit Leader (4-days)	per course delivery	\$10,589.00
L-970 All Hazards Supply Unit Leader (5-days)	per course delivery	\$12,989.00
L-971 All Hazards Facilities Unit Leader (5-days)	per course delivery	\$12,989.00

Warm Regards,

A handwritten signature in black ink that reads "Mike Bryant".

Mike Bryant, Operations Manager  
Elite Command Training Corp  
626-290-6007  
[elite@elitecommandtraining.com](mailto:elite@elitecommandtraining.com)

12/30/24  
A handwritten signature in black ink, likely the same as the one above, with the date "12/30/24" written above it.



## CITY OF SANTA ANA

### ATTACHMENT A

#### PROPOSER'S CERTIFICATION, PROPOSAL PRICING

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

**PROPOSER'S STATEMENT:** I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

Elite Command Training Corp

626-290-6007

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBERS

12522 N Nine Mile Falls Road #355, Nine Mile Falls, WA 99026

BUSINESS ADDRESS

Michael Bryant

Operations Manager

PRINTED NAME OF AUTHORIZED AGENT

TITLE

*Michael Bryant*

Nov 15, 2024

elite@elitecommandtraining.com

SIGNATURE OF AUTHORIZED AGENT

DATE

E-MAIL ADDRESS

45-2450884

FEDERAL ID NUMBER (IF APPLICABLE)

CONTRACTOR LICENSE NUMBER  
(IF APPLICABLE)

CITY OF SANTA ANA BUSINESS LICENSE NUMBER

(PLEASE PROVIDE IF AVAILABLE, BUT NOT REQUIRED UNTIL AND IF AN AWARD IS MADE TO PROPOSER.)

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT B

#### REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

#### **REFERENCE**

Customer Name: San Francisco Fire Dept Contact Individual: Shayne Kaialoa Deputy Chief

Address: 2310 Folsom Street Phone Number: 415-970-2000

San Francisco, CA 94110 EMAIL: Shayne Kaialoa Deputy Chief

Contract Amount: \$35,000 Year: 2018/19/20/22

Description of supplies, equipment, or services provided:

Training for fire & law enforcement personnel , FEMA Command & General Staff courses

#### **REFERENCE**

Customer Name: San Diego Fire & Rescue Contact Individual: Deputy Chief Willy Melendez

Address: 2580 Kincaid Road Phone Number: 619-909-4180

San Diego, CA 92101 EMAIL: wmelendez@sandiego.gov

Contract Amount: \$40,000 Year: 2018/19/20/22

Description of supplies, equipment, or services provided:

Training for fire & law enforcement personnel , FEMA Command & General Staff courses

#### **REFERENCE** North Net Training Facility Anaheim

Customer Name: \_\_\_\_\_ Contact Individual: Facility Administrator Tracy McClellan

Address: 1320 N Eastern Avenue East Phone Number: 714-978-7304

Los Angeles, CA 90063 EMAIL: TMcClellan@anaheim.net

Contract Amount: \$32,000 Year: 2018/19/20/22

Description of supplies, equipment, or services provided:

Training for fire, law, EOC, and City of Anaheim/Orange/Fullerton personnel

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT C

### PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm Elite Command Training Corp

Signed and Printed Name: *Michael Bryant* Michael Bryant

Title Operations Manager

Date November 15, 2024

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**





## CITY OF SANTA ANA

### ATTACHMENT D

### NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed Michael Bryant

State of California, County of Orange

Subscribed and sworn to (or affirmed) before me on this 16 day of November, 2024, by Michael Lee Bryant, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



[Signature]  
Notary Public Signature

Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT E

### NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: Michael Bryant

Title: Operations Manager

Firm: Elite Command Training Corp

Date: November 15, 2024

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT F

#### NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract



## CITY OF SANTA ANA

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: Michael Bryant  
Title: Operations Manager  
Firm: Elite Command Training Corp  
Date: November 15, 2024

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**





## CITY OF SANTA ANA

### ATTACHMENT G

### SAM.GOV UEI VERIFICATION

On April 4, 2022, the federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the federal government use the Unique Entity ID created in SAM.gov. They no longer have to go to a third-party website to obtain their identifier. This transition allows the government to streamline the entity identification and validation process, making it easier and less burdensome for entities to do business with the federal government.

This RFP includes federal funding, and as such, the proposer must provide verification of their SAM.gov UEI and registration status. Please attach your entity's registration from SAM.gov, including UEI and active registration status.

Proposer's UEI: J3W6SEKW73Y8

SAM.gov Registration Expiration Date: May 29, 2025

2, FAR 52.225-4 and corresponding display in FAR 52.212-3). This work will be scheduled soon.

**SAM.GOV**

Requests Notifications Workspace Sign Out

Home Search Data Bank Data Services Help

< Entity Information

### Check Entity Status

This tool allows you to check the status of your entity.

☒ Search by Unique Entity ID/CAGE ☐ Search entities pending Unique Entity ID assignment

**Non-federal users:** You may only check the status of entities linked to your SAM.gov account.

Unique Entity ID: J3W6SEKW73Y8

CAGE Code:

Reset Search

#### Entity Information

ELITE COMMAND TRAINING CORP Active Registration

Unique Entity ID: J3W6SEKW73Y8

Your registration was activated on 2024-05-31. It expires on 2025-05-29, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

#### More About the Entity Status Tracker

- Getting Started with Registration
- Entity Status Guide
- Legend
- What if my entity fails TIN validation?
- What if my entity fails CAGE validation?
- More Help

Validate Entity Completed

Get Unique Entity ID Completed

Core Data Completed

Assertions Completed

Reps & Certs Completed

POCs Completed

Submit Completed

Processing Completed

Active Completed

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

# ATTACHMENT H

**Certification Regarding**  
**Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, as amended, Nonprocurement Debarment and Suspension, 2 CFR Part 2998, Subpart C, Responsibilities of Participants Regarding Transactions. The regulations were published as Part VII of the May 26, 1988, Federal Register (Pages 19160-19211), and as subsequently amended in 81 Federal Register 25585.  
**(Before completing certification, read instructions which are an integral part of certification)**

1. Pursuant to 2 CFR 180.335, the prospective primary participant, (i.e. grantee) certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently excluded or disqualified;
- b. Have not been convicted within the preceding three years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR 180.800(a); and
- d. Have not had one or more public transactions (Federal, State or local) terminated within the preceding three years for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
\_\_\_\_\_

Michael Bryant - Operations Manager

\_\_\_\_\_  
Name and Title of Official Authorized to Certify  
On Behalf of the Consultant

November 15, 2024

\_\_\_\_\_  
Date