



REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA-017-24010009
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
ALLSTAR FIRE EQUIPMENT INC.
FOR
FIRE EQUIPMENT AND SAFETY GEARS

This Contract **RCA-017-24010009** for Fire Equipment and Safety Gears (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (“County”) and Allstar Fire Equipment Inc., a State of California Corporation (“Contractor”) with a County and Contractor sometimes referred to individually as (“Party”) or collectively as (“Parties”).

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Pricing and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Fire Equipment and Safety Gears under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Fire Equipment and Safety Gears as set forth herein, and Contractor represented that it is qualified to provide Fire Equipment and Safety Gear to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Fire Equipment and Safety Gears to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows.

ARTICLES

GENERAL TERMS AND CONDITIONS:

- A. **GOVERNING LAW AND VENUE:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **ENTIRE CONTRACT:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are

valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **AMENDMENTS:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **TAXES:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **DELIVERY:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **ACCEPTANCE/PAYMENT:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been rendered, inspected, and tested to the satisfaction of County, and 2) payment shall be made after satisfactory acceptance.
- G. **WARRANTY:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in Article "Z" below, and as more fully described in Article "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFRINGEMENT:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **ASSIGNMENT:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **NON-DISCRIMINATION:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **TERMINATION:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **CONSENT TO BREACH NOT WAIVER:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **INDEPENDENT CONTRACTOR:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **PERFORMANCE WARRANTY:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **INSURANCE:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If Contractor fails to maintain insurance acceptable to County for the full term of this contract, County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, scheduled, non-owned and hired	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state As Required By Written Contract.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***County of Orange, its elected and appointed officials, officers,***

employees and agents, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this contract shall waive all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be emailed to CEOCPOInsurance@ocgov.com

Certificate Holder must state:

County of Orange

c/o: CEO/County Procurement Office

Attn: Insurance

400 West Civic Center Drive, 5th Floor

Santa Ana, CA 92701

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **CHANGES:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **CHANGE OF OWNERSHIP:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their County.

- R. **FORCE MAJEURE:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **CONFIDENTIALITY:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **COMPLIANCE WITH LAWS:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **FREIGHT:** For orders over \$5,000.00 (before sales tax), prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **SEVERABILITY:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **ATTORNEY FEES:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **INTERPRETATION:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own

choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

- Y. **EMPLOYEE ELIGIBILITY VERIFICATION:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **INDEMNIFICATION PROVISIONS:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **AUDITS/INSPECTIONS:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- BB. **CONTINGENCY OF FUNDS:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **EXPENDITURE LIMIT:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **SCOPE OF CONTRACT:** This Contract specifies the contractual terms and conditions by which the County will procure goods/services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **TERM OF CONTRACT:** This Contract shall commence upon execution of all necessary signatures and continue for five (5) calendar year(s) from that date, unless otherwise terminated by County.
3. **AMERICANS WITH DISABILITIES ACT (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
4. **AUTHORIZATION WARRANTY:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority
5. **BREACH OF CONTRACT:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **CAL-OSHA VEHICLE REGULATION:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.
7. **CIVIL RIGHTS:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **COOPERATIVE CONTRACT:** The provisions and pricing of this Contract will be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter into with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

9. **CONFLICT OF INTEREST—CONTRACTOR’S PERSONNEL:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
10. **CONFLICT OF INTEREST— COUNTY PERSONNEL:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
11. **CONTRACTOR WORK HOURS AND SAFETY STANDARDS:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County’s safety regulations and laws.
12. **CONTRACTOR PERSONNEL REFERENCE CHECK:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
13. **CONTRACTOR’S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
14. **CONTRACTOR PERSONNEL UNIFORMS/BADGES/IDENTIFICATION:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.
15. **CONTRACTOR’S RECORDS:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing DPA.
16. **CONDITIONS AFFECTING WORK:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and

to know the general conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

17. **COUNTY OF ORANGE LOCAL SMALL BUSINESS PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
18. **DATA – TITLE TO:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
19. **DEBARMENT:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
20. **DEFAULT:** In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
21. **DELIVERY LOCATION – NO LOADING DOCK:** Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
22. **DISABLED VETERAN BUSINESS ENTERPRISE:** Contractor certifies it is in compliance with County of Orange Disable Veteran Business Enterprise Preference requirements at the time this contract is executed.
23. **DISPUTES – CONTRACT:**
 - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - 1) Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 2) Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 25. **DRUG-FREE WORKPLACE:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
 - b. The Contractor violates the certification by failing to carry out the requirements as noted above.
- 26. **EMERGENCY/DECLARED DISASTER REQUIREMENTS:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

27. **ERRORS AND OMISSIONS:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
28. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.
- Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.
- Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.
29. **EQUIPMENT MAINTENANCE SERVICE:** Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting will be provided as required to maintain the equipment in satisfactory operating condition. The Contractor inspections will be completed during County work hours and will be coordinated with the agency/department having control of the equipment. Emergency service required and performed during normal business hours is included at no extra charge. The Contractor shall list any parts that are not considered part of this equipment maintenance price agreement.
30. **GRATUITIES:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
31. **HAZARDOUS CONDITIONS:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's

expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

32. **INTERPRETATION:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
33. **LOBBYING:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
34. **MATERIAL SAFETY DATA SHEETS (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the contractor's contract with the County. This includes hazardous substances that are not directly included in the Contract but are included in the goods or services provided by the Contractor to the County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:

County of Orange
CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702

35. **NEWS/INFORMATION RELEASE:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project manager.
36. **NOTICES:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Allstar Fire Equipment Inc.
 Attn: John Sprengelmeyer
 12328 Lower Azusa Rd.
 Arcadia, CA, 91006
 Phone: (626) 652-0900
 Email: johns@allstarfire.com

For County: County of Orange
 County Procurement Office
 Attn: Jessica Loy, Deputy Purchasing Agent
 400 West Civic Center Drive, 5th Floor
 Santa Ana, CA 92701
 Phone: 714-567-5113
 Email: Jessica.loy@ocgov.com

37. **ORDER DATES:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
38. **OWNERSHIP OF DOCUMENTS:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
39. **PRECEDENCE:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
40. **PROJECT MANAGER, COUNTY:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
41. **PROJECT MANAGER AND KEY PERSONNEL, CONTRACTOR:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the

Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

42. **SUB-CONTRACTING:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

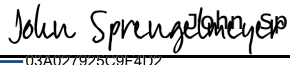
In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

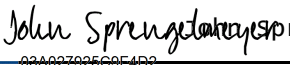
43. **SUBSTITUTIONS:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
44. **TERMINATION ORDERLY:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
45. **USAGE:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
46. **USAGE REPORTS:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
47. **WAIVERS - CONTRACT:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

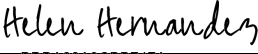
ALLSTAR FIRE EQUIPMENT INC.*

DocuSigned by:			
	John Sprengelmeyer	SAles	9/12/2023
03A027925C9F4D2...			
Signature	Name	Title	Date

DocuSigned by:			
	John Sprengelmeyer	SAles	9/14/2023
03A027925C9F4D2...			
Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

DocuSigned by:			
	Helen Hernandez	Deputy Purchasing Agent	9/14/2023
B0BA68A3CBB747A...			
Signature	Name	Title	Date

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A**SCOPE OF WORK**

- I. GENERAL INFORMATION:** The County is comprised of 22 departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation. The County of Orange may have over 100+ locations/facilities that may require servicing throughout the County.

The County of Orange is seeking to partner with a qualified Fire Equipment and Safety Gear company or companies who can provide exceptional performance and competitive pricing. The County's intent is to obtain the most cost-effective fire equipment and safety gear while maximizing the quality and level of service. The Contractor is to provide Fire Equipment and Safety Gear on an on-going or as needed basis.

Each Department may have different hours of operations; however, all non-urgent deliveries shall be completed within regular County business hours. All emergency/urgent deliveries shall be coordinated with each respective ordering Department.

II. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall:
 1. Possess all Federal, State and Local permits, licenses and approvals necessary to provide goods required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.
 2. Provide a dedicated account manager/sales representative and/or inside customer service representative knowledgeable of the Contract products, to efficiently answer all County questions/inquiries. Contractor account manager/sales representative shall be available during regular business hours to assist County with placement of orders, follow-ups and any other areas requiring assistance within the realm of their responsibility.
 3. All pricing is to be FOB: DESTINATION. No shipping charges will be authorized for payment for merchandise ordered against this Contract, including additional products.
 4. Make delivery arrangements directly with the requesting Department at the location specified on the order. Deliveries are expected to be made in full. Approval for delivery of partial or incomplete orders shall be obtained prior to delivery from the Department placing the order. Partial deliveries without approval may not be accepted and any charges incurred shall be the responsibility of the Contractor.
 5. Notify the requesting Department within two (2) working days after placing the order of any items out of stock.
 6. Itemize all applicable Federal and State taxes, as well as any other applicable taxes/fees as separate line items when invoicing. No self-imposed fees shall be accepted.
 7. Not charge the County for urgent order requests, which must be delivered to the location specified in the order within 24 hours from order acknowledgement, including after hours, weekends and holidays.
 8. Notify County in writing at least thirty (30) days prior to replacing a discontinued product. Discontinued products shall be removed automatically, however, the replacement product must be of equal to or exceed the quality of discontinued product and must be equal or less than the price listed on Contract. A new Product list may be uploaded as an Attachment, an Amendment may not be required.
 9. Not provide refurbished, irregular or used products.
 10. Ensure adequate stock availability of contracted items.

Provide substituted items that may be considered by the requesting department and must be equivalent or greater than the specifications required. Substituted items need to be approved by County departments.

III. HOURS OF OPERATIONS:

- A. Contractor shall maintain a telephone answering system, which, at a minimum, provides eight (8) hours a day, five (5) day week coverage from the hours of 8:00 am PT to 5:00 pm PT and/or e-mail address to place all requests/orders, as well as a contact name and number for 24-hour access phone number for emergency orders.
- B. For all general services, Contractor shall return calls or respond to emails within twenty-four (24) hours (equivalent to one (1) business day) to County regarding requests/orders. Any calls/emails received on Friday shall be answered by the following Monday, unless identified as an emergency or other arrangement is made with each ordering Department.

Account Representative Name:	Jeff Glanzrock or John Sprengelmeyer
Telephone No:	626-652-0900
Cell Phone No	(Jeff) 626-255-0435
E-Mail Address:	johns@allstarfire.com
AFTER-HOURS CONTACT	
After Hours Contact Name:	Jeff Glanzrock
After Hours Telephone No:	626-255-0435
After Hours E-Mail address:	johns@allstarfire.com , jeffg@allstarfire.com

- C. Any changes in Account Representative or After-Hours Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 34-Notices.

COUNTY HOLIDAYS:

New Year's Day	Martin Luther King Day	Presidents' Day
Lincoln's Birthday	Memorial Day	July 4th
Columbus Day	Labor Day	Veterans Day
Thanksgiving & Day After Thanksgiving		Christmas

- D. (s) shall complete all work within regular County business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. (PST), unless other arrangements are made by County Site Coordinator. Each Department may have different needs due to facility structure and/or hours of operations; Contractor shall accommodate requests based on each facility's needs and hours of operations.
- E. Some County facilities are twenty-four (24) hour operations, special arrangements shall be made between Contractor and County Site Coordinator.

IV. DELIVERY INSTRUCTIONS:

- A. Contractor Shall:
1. Deliver within five (5) business days from order acknowledgement, unless other arrangements are made with authorized County personnel.
 2. Provide an order or packing slip with all shipments. All products delivered must be properly and clearly labeled detailing product shipped.

3. Make delivery arrangements directly with the requesting Department at the time of placing the order. Deliveries are expected to be made in full shipments; approval for delivery of partial or incomplete orders shall be obtained prior to delivery from the department placing the order. Partial deliveries without prior approval may be rejected any charges incurred shall be the responsibility of the Contractor.
4. Be responsible for all delivery parking fees. County will not provide free parking for delivery services and/or parking fees will not be reimbursed. County will not issue any parking passes.
5. Not charge County for occasional emergency requests, which must receive delivery within 24-hours of order acknowledgement.
6. Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

V. DELIVERY LOCATIONS:

A. Contractor shall:

1. Schedule deliveries with each Department placing orders. There are numerous locations that require delivery throughout the County, all deliveries shall be made to the specific location on the order request. Contractor is required to make deliveries to all County of Orange locations/facilities.
2. Make delivery of goods to any of the County facilities within five (5) business days after acknowledgement of order, unless other arrangements are made, or order requires additional delivery time then Contractor shall coordinate with ordering department accordingly.

VI. ORDERING, METHODS AND PACKAGING & LABELING:

A. Contractor Shall:

1. Have the capability to accept orders through the following methods:
 - a. Electronic (email/internet)
 - b. Telephone
- B. Not require minimum quantity and/or cost per order. No other minimum delivery requirements shall apply. Orders shall be placed at the convenience of each Department.
- C. Provide a written order acknowledgement to end user via email for all items quoted/ordered, listing the name of ordering staff and phone number, order date, contract number, quantity ordered, unit of measure, pricing and estimated time of arrival.
- D. Have a packing list and label referencing the Purchase Order (PO or CT) and/or Contract Number (MA), order date, ship-to name and address, delivery zone (if requested), item number, item description, quantity, price and any additional information requested by the County on each order.

VII. LOST/DAMAGE SHIPMENTS AND RETURNS:

A. Contractor Shall:

1. If Contractor fails to deliver, or erroneously delivers products, Contractor is required to take immediate action to make the correct delivery at no cost to County.
2. Should any action cause visible damage to the products during transport, Contractor is required to immediately contact County and forward a damage report detailing the damage via email.
3. Have the capability of tracking all shipments to provide status to County Personnel.
4. Lost or damage shipments shall be replaced immediately and at no additional cost to County.

B. Contractor Shall (Returns):

1. Process returns made within fifteen (15) business days of delivery under any of the following circumstances:
 2. Items/Products ordered are received with visible or noted damage in shipment and/or delivery; these must be properly noted on the delivery receipt by the County's personnel.
 3. Items/Products ordered are received with concealed or not noted damage in shipment and/or delivery and the County discovery is properly recorded and reported to the Contractor within the next 24 hours of receipt of merchandise.
 4. Items/Products are incorrectly shipped.
 5. Items/Products received as late or delayed and because of the late or delayed delivery are deemed in good faith by the County to be unusable or no longer needed.
- C. Accept returns for items that do not meet County requirements. Any incorrect items shall be immediately replaced by Contractor without any cost to the County.
- D. Under no circumstances, Contractor shall charge any restocking fees to any items being returned for any of the above reasons.
- E. All returns shall be coordinated via email, telephone, or fax to the Contractor by the Department's designated buyer or authorized County Personnel.
- F. Contractor may choose to pick up items/products being returned or send a pre-paid return label to return package at no cost to the County. A credit for returned items shall be issued within thirty (30) business days of notification. Contractor shall not charge restocking fees for any returns.

VIII. EMERGENCY (URGENT) ORDER REQUESTS:

- A. County may place emergency/urgent orders, which are defined as goods require to be **delivered** as soon as possible, or within next business day from receiving the call/email, including County observed holidays and weekends.
- B. Contractor shall not bill any additional fees for emergency/urgent deliveries. During the course of the Contract, Departments may require an emergency/urgent order for delivery.
- C. All emergency/urgent deliveries shall be coordinated with each respective ordering Department.

The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by the County, Contractor shall service the County during such an emergency under the same terms and conditions that apply during regular standard non-emergency/disaster conditions. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences.

IX. COUNTY RESPONSIBILITIES:

- A. The County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.
- B. The County reserves the right to update Attachment B, if any item is discontinued or changed by the Manufacturer and add a direct replacement of equal or greater quality with no change in price, as per this Contract. An amendment may not be required.
- C. Recycling Program-County: County shall rinse or remove food particles from foam disposable products (plates/cups).
- D. County shall place rinsed foam recyclables in plastic trash bags and put them in the boxes originally used for shipment.

X. SECURITY REQUIREMENTS:

- A. The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
1. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
 2. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
 3. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
 4. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
 5. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
 6. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
 7. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.
 8. Specifically:
 2. Do not give names or addresses to internees.
 3. Do not receive any names or addresses from internees.
 4. Do not disclose the identity of any internee to anyone outside the facility.
 5. Do not give any materials to internees.
 6. Do not receive any materials from internees (including materials to be passed to another individual or internee).
 7. **Failure to comply with these requirements is a criminal act and can result in prosecution.*
 9. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

“The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport”.

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badged individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- a. All vehicles parked on-site shall be locked and thoroughly secured at all times.
- b. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- c. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- d. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- e. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- f. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

XI. PRODUCT LIST:

ITEM NO	ITEM DESCRIPTION	MANUFACTURER
1.	Nozzle, Brass Turbojet 1½”, swivel inlet, 60-95-125	Akron
2.	Wrench, shutoff brass 1½”, swivel inlet x 1½” male	Akron
3.	Application, Coast Guard 1½ ” x 4’ long, 60° bend	Akron
4.	Application, Coast Guard 1½ ” x 10’ long, 90° bend	Akron
5.	Nozzle, Coast Guard CG-15, 1½” inlet	Akron
6.	Nozzle, Navy 4 AN, 1½”inlet	Akron
7.	Valve, Leader Live WYE, 2½” female inlet x two 1½” male outlet	Akron
8.	Wrench, Spanner and Hydrant	Akron
9.	Wrench, Hydrant Adjustable	Akron
10.	Hood, with Bib and Liner – Majestic PAC III PBI Flash Hood	PAC III PBI
11.	Gloves, ProTech Fusion Short Cuff, all sizes	ProTech

ITEM NO	ITEM DESCRIPTION	MANUFACTURER
12.	Helmet, Yellow w/4" Face Shield	Phenix
13.	Boots, Shoe Fit Hellfire Rubber, all sizes	Thorogood
14.	Turnout Coat, Fire (PBI Max V-Force Tan) Size 44ch x35l x Rsl	Lion/Janesville
15.	Trouser, Fire (PBI Max V-Force Tan) Belted Turnout Pants Size 38R	Lion/Janesville
16.	Coat, Fire 7.5 oz., Yellow Nomex, Traditional 35" length	Lion/Janesville
17.	Pant, Fire 7.5 oz., Yellow Nomex, Traditional	Lion/Janesville
18.	3% x 3% in a 5 Gallon Jug	FireAde 2000
19.	Red SCBA Mask Bag, Fleece Lined	CMC
20.	White 3" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 2.5" Brass Rocker Lug Couplings	Key Fire
21.	White 1.5" x 15' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire
22.	White 1.5" x 25' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire
23.	White 1.5" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire
24.	Carbon Fiber Cylinder and Valve Assembly – 45 Minutes – 4500 PSI	Scott Safety
25.	Personnel Fire Equipment Bags	N/A

All items are to be listed manufacturer or equivalent

ATTACHMENT B**PRICING AND COMPENSATION**

- I. COMPENSATION:** This is a firm-fixed fee Contract between County and Contractor to provide Fire Equipment and Safety Gears as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

ITEM NO.	ITEM DESCRIPTION	MANUFACTURER	ITEM PRICE
1.	Nozzle, Brass Turbojet 1½", swivel inlet, 60-95-125	Akron	\$812.00
2.	Wrench, shutoff brass 1½", swivel inlet x 1½" male	Akron	\$647.00
3.	Application, Coast Guard 1½" x 4' long, 60° bend	Akron	\$317.50
4.	Application, Coast Guard 1½" x 10' long, 90° bend	Akron	\$647.00
5.	Nozzle, Coast Guard CG-15, 1½" inlet	Akron	\$684.00
6.	Nozzle, Navy 4 AN, 1½" inlet	Akron	\$813.50
7.	Valve, Leader Live WYE, 2½" female inlet x two 1½" male outlet	Akron	\$707.70
8.	Wrench, Spanner and Hydrant (Note: This item must be purchased in quantity of 4)	Akron	\$75.10
9.	Wrench, Hydrant Adjustable (Note: This item must be purchased in quantity of 4)	Akron	\$59.10
10.	Hood, with Bib and Liner – Majestic PAC III PBI Flash Hood	PAC III PBI	\$47.00
11.	Gloves, ProTech Fusion Short Cuff, all sizes	ProTech	\$76.00
12.	Helmet, Yellow w/4" Face Shield	Phenix	\$293.00
13.	Boots, Shoe Fit Hellfire Rubber, all sizes	Thorogood	\$168.70
14.	Turnout Coat, Fire (PBI Max V-Force Tan) Size 44ch x35l x Rsl	Lion/Janesville	\$2,050.00
15.	Trouser, Fire (PBI Max V-Force Tan) Belted Turnout Pants Size 38R	Lion/Janesville	\$1,210.00
16.	Coat, Fire 7.5 oz., Yellow Nomex, Traditional 35" length	Lion/Janesville	\$1,275.00
17.	Pant, Fire 7.5 oz., Yellow Nomex, Traditional	Lion/Janesville	\$820.00
18.	3% x 3% in a 5 Gallon Jug	FireAde 2000	\$235.00
19.	Red SCBA Mask Bag, Fleece Lined	CMC	\$40.00
20.	White 3" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 2.5" Brass Rocker Lug Couplings	Key Fire	\$583.00

ITEM NO.	ITEM DESCRIPTION	MANUFACTURER	ITEM PRICE
21.	White 1.5" x 15' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire	\$99.00
22.	White 1.5" x 25' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire	\$120.00
23.	White 1.5" x 50' Big 10 Double Jacket Fire Hose – all Polyester Rubber Lined with 1.5" Brass Rocker Lug Couplings	Key Fire	\$176.00
24.	Carbon Fiber Cylinder and Valve Assembly – 45 Minutes – 4500 PSI	Scott Safety	\$1,385.95
25.	Personnel Fire Equipment Bags	N/A	\$65.00

II. PRICING: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows: **All items are to be listed manufacturer or equivalent**

III. MISCELLANEOUS CLAUSE: Contractor shall provide a quote for items not listed under Attachment A.

Miscellaneous items not listed in the Contract, may be purchased off this Contract. Contractor will provide requesting department with quote and process order once the County department has authorized the order in writing.

Prices shall include all costs, but not limited to, overhead, all necessary labor, transportation, freight, delivery and/or shipping/handling fees, fuel/fuel surcharges, mileage, storage, self-imposed fees and any other costs necessary to provide the item/s requested. For any orders under \$5,000.00, freight will be charged at a direct cost the County. Miscellaneous item purchases shall not exceed \$5,000.00 per item including tax, except when ordering the same items multiple times. No single order shall exceed \$25,000.00 including tax and all other costs.

In addition to the commodity requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous items not named specifically in this attachment. Failure to follow these procedures fully may delay payment of miscellaneous items.

- A. An authorized County Department staff member will contact the Contractor to obtain a written quote for any items needed that are not listed above or are of a different quantity than specified.
- B. If the authorized County Department staff member finds the quote satisfactory, the authorized staff member will sign the quote and email or fax it back to the vendor authorizing the purchase. The Contractor under no circumstance shall release or deliver any miscellaneous items without a written quote signed by an authorized County Department staff member, in their possession.
- C. Contractor must attach with the invoice a copy of the matching quote with the authorized County Department staff member signature.
- D. The agency/department shall certify on the invoice that the prices are per the signed quote.

IV. PRICE INCREASE/DECREASES: No price increases will be permitted during the first term/year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180 days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- V. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- VI. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VII. PAYMENT TERMS:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
- Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.
- Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
- VIII. PAYMENT – INVOICING INSTRUCTIONS:** Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- A. Contractor's name and address
 - B. Contractor's remittance address, if different from 1 above
 - C. Contractor's Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/service address
 - F. Master Agreement (MA) or Purchase Order (PO) number
 - G. Agency/Department's Account Number
 - H. Date of invoice
 - I. Product/service description, quantity, and prices
 - J. Sales tax, if applicable
 - K. Freight/delivery charges, if applicable
 - L. Total
- Contractor shall issue and send invoices according to each Department Subordinate Agreement instructions/requirements of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- IX. ELECTRONIC FUNDS TRANSFER (EFT):** County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request an EFT form, please contact the DPA.