



REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA-017-23010051
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
MAJESTIC FIRE INC DBA KORD FIRE PROTECTION
FOR
FIRE EXTINGUISHER AND FIRE HOSE MAINTENANCE SERVICES

This Contract RCA-017-23010051 for Fire Extinguisher and Fire Hose Maintenance Services (“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 Majestic Fire Inc DBA Kord Fire Protection 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 Extinguisher and Fire Hose Maintenance Services under a usage Contract; and,

WHEREAS, County solicited Contract for Fire Extinguisher and Fire Hose Maintenance Services as set forth herein, and Contractor represented that it is qualified to provide Fire Extinguisher and Fire Hose Maintenance Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Fire Extinguisher and Fire Hose Maintenance Services 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 Pricing, 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, 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 Provision:** 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. The County reserves the right to request the declarations page showing all endorsements and a complete certified copy of the policy.
- 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 carry 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 (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR 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.

Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the 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, CEO/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 the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$2,000,000 per occurrence
Including Products - Completed Operations	\$4,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease

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

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

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 at least 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 10 04 13 or CG 20 33 04 13, or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage which shall 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 the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
- 3) Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage which shall state ***As Required by Written Contract*** when acting within the scope of their appointment or employment.

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

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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 the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the 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 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 provide copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty 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 in any way to reduce the policy coverage and limits available from the insurer.

Insurance certificates should be emailed to CEOCPOInsurance@ocgov.com.

Insurance certificates should state:

County of Orange
 c/o: CEO/County Procurement Office
 Attn: Insurance
 400 West Civic Center Drive, 5th Floor
 Santa Ana, CA 92701

- 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 (F.O.B. Destination):** 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 Fire Extinguisher and Fire Hose Maintenance 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:** The initial term of this Contract shall become effective November 15, 2023 and shall continue for five (5) calendar years, unless otherwise terminated by County.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without the prior written approval of the County assigned Deputy Purchasing Agent.
4. **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
5. **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
6. **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.
7. **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.
8. **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.

9. **Cooperative Contract Regional Cooperative Agreement (RCA):** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may 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.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
 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. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance with County of Orange Disabled 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:
 - i. 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.
 - ii. 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.

24. **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.
- d. 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:

- i. The Contractor has made false certification, or
- ii. The Contractor violates the certification by failing to carry out the requirements as noted above.

26. **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.

27. **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.
28. **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.

29. **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.
30. **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.
31. **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: Majestic Fire Inc DBA Kord Fire Protection
 Attn: Jennifer Ibarra / Project Manager
 P.O. Box 57019
 Sherman Oaks, CA, 91413
 Phone: 626-930-9212
 Email: Jenn@kordfire.com

County: County of Orange
 County Procurement Office
 Attn: Sharmila Chadrasekharan, CPPB, Deputy Purchasing Agent
 400 West Civic Center Drive, 5th Floor
 Santa Ana, CA 92701
 Phone: (714) 567-7428
 Email: Sharmila.Chadrasekharan@ocgov.com

32. **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.
33. **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.
34. **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.
35. **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.

39. **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.

40. **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.

41. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

42. **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.

43. **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.

44. **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.
45. **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.
46. **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.
47. **Parking For Delivery Services:** The County of Orange will not provide free parking for delivery services.
48. **Prevailing Wage:** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code in accordance with copyright instruction to be provided by the Contractor.
- a. **Wage Rates:** Contractor and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq., and shall pay workers employed on Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of Contract. Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.
- b. **Wage Rate Penalty:** Contractor and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1775. Contractor and any Subcontractor(s) shall be subject to a penalty in an amount up to \$200, or higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or Subcontractor(s) under the Contract.
- c. **Work Hour Penalty:** As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any

one calendar day, and 40 hours during any one calendar week, except as provided herein. Contractor shall forfeit to County \$25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any Subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815.

- d. Registration of Contractors:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, CONTRACTOR and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- e. Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
- ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$100), or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

f. Apprentices:

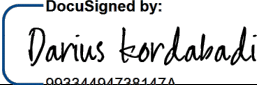
- i. Unless the contract involves a dollar amount less than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Section 1777.5. Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.
 - ii. Contractor and all Subcontractor(s) shall comply with Labor Code Section 1777.6 which forbids discriminatory practices in the employment of apprentices on any basis listed in Government Code Section 12940 (described in the Nondiscrimination Section of the General Conditions), except as provided in Labor Code Section 3077.
49. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
50. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, display or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's product or services.
51. **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.

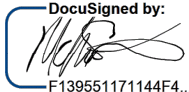
Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.
MAJESTIC FIRE INC DBA KORD FIRE PROTECTION, a State of California Corporation

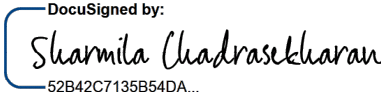
Darius Kordabadi	President
<hr/>	
Print Name	Title
	9/18/2023

Signature	Date
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McKenzie Stevens	CFO
<hr/>	
Print Name	Title
	9/19/2023

Signature	Date
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County of Orange, a political subdivision of the State of California

Sharmila Chadrsekharan	Deputy Purchasing Agent
<hr/>	
Print Name	Title
	9/19/2023

Signature	Date
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*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) 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 signator to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK**

I. BACKGROUND:

The County of Orange is comprised of 22 Departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public works, construction management, 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.

Contractor is to provide Fire Extinguisher and Fire Hose Maintenance Services to various County facilities located throughout the County of Orange on an as needed basis and usage is not guaranteed. Facility locations may be added modified or deleted as needed.

County Departments may have different hours of operations, but all non-urgent services shall be done within regular business hours. Contractor is required to provide Fire Extinguisher and Fire Hose Maintenance Services upon request by any County of Orange Department and any other participating government entity.

Usage of this Contract will be on an as needed basis. Usage is not guaranteed.

II. CONTRACTOR REQUIREMENTS:

Contractor shall:

- A. Possess and maintain all applicable federal, state, and local permits, licenses and approvals necessary to provide goods and Services as required in Attachment A, Scope of Services. Any associated fees shall be the responsibility of Contractor.
- B. Provide all labor, management, supervision, tools, parts/materials to Service and maintenance fire extinguishers and fire hoses in accordance with contract requirements; the California Code of Regulations (CCR); National Fire Protection Association (NFPA) standards and appropriate manufacturer specifications; all applicable technical bulletins, trade, federal, state and local laws, ordinances, rules and regulations, including, but not limited to laws applicable to the Services at the time Services are provided to and accepted by the County. Contractor shall perform maintenance Services and make repairs to return extinguisher and hose reliability.
- C. Comply with all applicable local, state, and federal safety requirements at all times when performing work under this Contract for the County.
- D. Provide a dedicated Project Manager and/or inside Customer Service Representative knowledgeable of the Contract products, to efficiently answer all County questions/inquiries. Project Manager and/or Customer Service 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. Contractor must provide a Customer Service point of contact for after-hours and urgent requests.
- E. Arrive at the project site as scheduled and all work shall be performed in a skillful and workmanlike manner by Contractor personnel that is trained and licensed appropriately for the work performed.
- F. Furnish and maintain a telephone answering system with a 24- hour, seven-day per week service, capable of contacting and dispatching service personnel ("Customer Service").
- G. Report to the Site Coordinator or designee upon arrival at County facilities. Upon completion of Services, the Contractor shall return to the Site Coordinator or designee for written approval of Services performed.
- H. Schedule urgent, but non-emergency, Services within one (1) business day from County Agency/Department request. Contractor must perform work for service call within (3) business

days, except as required herein for emergency services, and unless otherwise specified by requesting Agency/Department.

- I. Shop work (work performed outside of County facilities) is included in this Contract at no additional charge. A comparable loaner will be provided when required, at no charge. When a fire extinguisher, fire hose, and related equipment must be removed from County premises, the Site Coordinator must be notified in writing prior to removal. The serial number for removed equipment must be documented upon exit and return. A signed receipt for such equipment must be provided to Site Coordinator prior to its removal.
- J. Communicate all incomplete Services/maintenance to the Site Coordinator or designee and provide an explanation of why Service/maintenance was not completed.
- K. Accept full responsibility for security loss or damage to fire extinguisher, fire hose, and related equipment involved while in Contractor's possession.
- L. Contractor shall reimburse the County for any loss or damage to County equipment while in Contractor's care or custody.
- M. Repair of Extinguishers and Associated Equipment: At the direction of and upon written request by County, Contractor shall perform non-emergency and emergency repair services of extinguishers and related equipment. All repairs shall be in accordance with manufacturer's specifications and industry standards and shall be on an "on-call" basis. Contractor shall accomplish necessary repairs, including replacing parts as required, to correct equipment malfunction(s).
 - 1. Damages to County Property: Contractor shall protect all furnishings and property from damage by its operations. All damage to County owned furnishings, property, and equipment will be repaired or replaced within a reasonable time after notification of such damages. Repairs and/or replacements shall be equal to original furnishings and improvements in all aspects. Damages, repairs, and replacements shall be documented by Contractor and provided to the Site Coordinator.
 - 2. Non-emergency Repair: Contractor shall be on-site within four (4) hours after having received the Site Coordinator's call for repair.
 - 3. Emergency Repair: Contractor shall provide emergency repair coverage twenty-four (24) hours per day, seven (7) days per week, including holidays. Contractor shall be on-site within one (1) hour after having received the Site Coordinator's call for repair.
- N. All Services shall be subject to the inspection and approval of County either by the Site Coordinator or designee prior to acceptance and approval for payment.
- O. Contractor staff shall be courteous to the public and County staff utilizing facilities where Contractor is performing work but shall be responsive only to the requests of the Site Coordinator or designee. Contractor staff shall direct all inquiries to Site Coordinator or designee.
- P. Contractor and Site Coordinator will identify and inventory all extinguishers and hoses on floor plan. Inventory shall include manufacturer's name, model and serial number. Site Coordinator will maintain updated floor plan and provide Contractor with a copy.
- Q. Professional Standards: Contractor acknowledges that County locations consist of public-use facilities and recognizes the obligation to ensure Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and County personnel.
- R. Contractor shall bill in accordance to the rates listed in Attachment C – Prices and Fees. If additional fees are required, Contractor must obtain Site Coordinator approval in writing.

County will not pay any amount in excess of project estimate without advance written approval from the County.

- S. Invoices must be reflective of products, materials, and services as quoted and approved by Site Coordinator or designee.
- T. Quotes prepared for the County shall include same information required on invoices, but shall also quote estimated time for completion of work. Site Coordinator or designee must approve quotes/cost proposals before commencement of work. If the need for additional repairs of unforeseen damage is discovered, Site Coordinator must be notified immediately. Site Coordinator or designee must approve additional work before Contractor proceeds with repairs.
- U. Contractor shall address and forward invoices as per Site Coordinator's instructions. Each Department/Agency may require multiple, soft, and/or hard copies, and/or multiple billing locations and contacts assigned to their subordinate contract(s).

III. FIRE EXTINGUISHER SERVICE REQUIREMENTS

Contractor shall undertake all requirements under this section, inspect, test, service, recharge, certify, and tag all fire extinguishers located at County Agency/Department locations in accordance with manufacturer's specifications, industry standards, and applicable laws and regulations, and on an "on-call" basis. Contractor will ensure all extinguishers will operate safely and effectively at all times, adhere to NFPA 10, and all other applicable laws and regulations and shall perform the following duties at minimum:

- A. Clean extinguisher.
- B. Inspect entire unit and identify for signs of dents, rust, corrosion, pitting or other shell damage.
- C. Inspect pressure gauge to ensure unit is at proper range and gauge.
- D. Confirm that there are no obstructions to access to or visibility of fire extinguisher.
- E. Verify test and maintenance dates to determine the need for hydrostatic test, 6-year internal maintenance, or thorough shop check, etc.
- F. Weigh extinguisher to ensure correct amount of extinguishing agent.
- G. Remove discharge hose/nozzle to inspect for signs of blockage.
- H. Remove pull pin to ensure that it can be removed in the event of an actual fire emergency and install new tamper seal.
- I. Check handle/lever to ensure smooth operation (not bent).
- J. Install or re-install units to ensure proper, permanent location or unit.
- K. Check hazard application to ensure fire extinguisher is appropriate for the potential fire hazard.
- L. Return extinguisher to proper location after inspection and/or repair.
- M. Attach and complete service tag with proper information.
- N. Fire extinguisher(s) located on boats may receive increased or adjusted inspections and maintenance due to unstable conditions.
- O. Hydrostatic Testing and Six-Year Maintenance: Contractor shall be responsible for replacing all fire extinguishers requiring either a six-year maintenance or hydrostatic testing. Contractor shall perform and certify units due for hydrostatic testing as required and in accordance with Title 8 General Industry Safety Orders Section 6151 (f), State Fire Marshal's code and Department of Transportation (DOT) requirements. County extinguishers may be taken off site and replaced with a loaner unit of the same or greater capacity for hydrostatic testing. Loaner units shall be provided by the Contractor at no cost to the County.
 - 1. Contractor must submit a list by serial number of all extinguishers that require hydrostatic testing.

- P. Inventory: After execution of contract or receiving a floor plan from the Site Coordinator if available, Contractor shall perform and submit an updated inventory report of all fire extinguishers and their locations to the Agency/Department Site Coordinator at the completion of the service call. A current inventory report shall be prepared and submitted to County Procurement Office (CPO) on a quarterly basis upon execution of contract and upon CPO request. Inventory report shall include the following at minimum:
2. Location: Name of site and additional location details specific to unit if multiple units are located at same site (Agency/Department, building, floor, room, etc.).
 3. Serial number;
 4. Service history;
 5. Size;
 6. Type;
 7. Manufacturer Name; and
 8. Date Manufactured.
- Q. Seals: Lead Wire seals are to be used on all extinguishers located out-of-doors. Plastic seals may be used on extinguishers inside.
- R. Warranty: Contractor shall warrant all equipment, parts, and materials for a period of one (1) year (365 days) at minimum or a period equivalent to manufacturer's warranty, whichever period is longer, from the date of acceptance.
- S. Contractor shall furnish and assume responsibility for ensuring qualified staff, equipment, transportation, and all other considerations are consistently sufficient for completion of Services as required by the County.

IV. RECHARGING OF FIRE EXTINGUISHERS

- A. All fire extinguishers that are within two years of their required six-year maintenance date or hydrostatic date shall be tested at time of Service.
- B. In addition to the tag or label, each fire extinguisher that needs recharging must have a "Verification of Service" collar located around the neck of the container. The collar shall contain a single circular piece of uninterrupted material forming a hole of a size that will not permit the collar assembly to move over the neck of the container unless the valve is completely removed. The collar shall not interfere with the operation of the fire extinguisher. The "Verification of Service" collar shall include the month and year Service was performed, indicated by a perforation, such as is done by a hand punch.
- C. Each fire extinguisher shall have a maintenance tag or label securely attached that indicates the month and year recharging was performed. The tag must identify Service Technician's name, license number, and company name.
- D. Contractor shall recharge units in accordance with the manufacturer's recommendations and guidelines.
- E. Contractor shall perform a leak test after recharging store-pressured and self-expelling types of fire extinguishers.
- F. Contractor shall remove all expired labels.

V. FIRE HOSE SERVICE REQUIREMENTS

Contractor shall adhere to NFPA 1962, and any other applicable law and industry standard and shall perform the following minimum duties:

- A. Visually inspect hose for proper placement (hanging).
- B. Visually inspect standpipe valve for any sign of leakage or damage. If any are found, Contractor shall advise County immediately.

- C. Visually inspect nozzle – specifically identify if nozzle is in closed position, inspect for cracks and visible signs of damage.
- D. Visually inspect racks and hangers to identify bent or broken racks or pins.
- E. Check and adhere to test and maintenance dates to determine need for hydrostatic testing or other maintenance as required.
- F. Perform hydrostatic test as required, which shall include, but not be limited to the following:
 - 1. Un-rack and remove hose
 - 2. Place loaner hose
 - 3. Hydrostatic test of hose according to code requirements
 - 4. Place hydrostatic test label based on pass/test procedures
 - 5. Document test procedures
 - 6. Re-fold fire hose to proper cabinet or rack specifications
 - 7. Return and re-rack hose
 - 8. Notify County of any deficiencies discovered immediately and take corrective action when required.

VI. SCHEDULING REQUIREMENTS

- A. Contractor shall coordinate Service schedules and frequency of Services with individual Agency/Department Site Coordinators. County must approve Service schedules in writing prior to Contractor commencing work.
- B. All work shall be performed during Regular Business Hours, except during emergency calls. Various County facilities shall be tested and inspected on Saturdays as requested per Agency/Department.
- C. Contractor shall arrive at site no more than fifteen (15) minutes prior to or after the scheduled Service time.
- D. Contractor shall report to the control desk or designated area and check-in upon arrival and check-out at the time of departure from County facility.
- E. Contractor shall contact the Site Coordinator or designee a minimum of seven (7) business days in advance to confirm the date and time of maintenance or Service prior to performing work. Failure to confirm the date and time of maintenance or Service may result in the following:
 - 1. Denied access to the facility at no cost to County for any consequential cost to Contractor; and/or
 - 2. Denied payment for any maintenance or Service performed.
- F. Proposed changes to the approved schedule must be submitted to the Site Coordinator for approval at a minimum of seven (7) calendar days prior to scheduled Services.

VII. LICENSE REQUIREMENTS

- A. Contractor shall hold a valid California Class C-16 Fire Protection Contractor license, issued by the California State License Board, throughout the term of the Contract.
- B. Pursuant to California Health and Safety Code Section 13163, Contractor shall hold a license issued by the California State Fire Marshal that is valid throughout the term of the Contract for portable fire extinguishing maintenance Services provided.
- C. Contractor shall be solely responsible for the fees associated with obtaining and/or maintaining required licenses and all other appropriate licenses and certifications.
- D. Contractor shall be responsible for submitting and maintaining current copies of all applicable certificates and licenses to the County.

VIII. RECORDS AND REPORTS

- A. The Contractor shall maintain a record of each inspection, test, certification, maintenance, and repair. Copies of records must be submitted to the Site Coordinator or designee within five (5) days after completion of Services. Report shall include the following at minimum:
1. Date of Service incident
 2. Location of equipment
 3. Equipment type
 4. Description of Service(s)/repair(s), including frequency if applicable (5, 6, 12-year)
 5. Service needed or completed
 6. Action taken to restore equipment to Service
 7. Complaint that initiated the call-out or if regularly scheduled Service
 8. Suggested date of next inspection.
- B. The Contractor shall establish and maintain a complete Service history profile for each County location Serviced for the duration of this Contract. Files shall contain the following:
1. Listing of all equipment Serviced in each building and structure by nomenclature and manufacturer's model number
 2. Copy of all completed Service call work authorizations
 3. Maintenance Checklists
 4. Service type and frequency schedule for all equipment located at each site
 5. Any other information relevant to work performed on fire extinguishers/hoses.
- C. Any floor plans, specifications, estimates, maps, and other relevant documents required to be prepared by Contractor for Services under this Contract shall be the property of the County.
- D. Contractor shall maintain a current record of equipment inventory, including type of equipment, quantity of equipment, site name, and site address, which shall be made available to the County upon request and provided annually to the County Procurement Office Contract Manager.
- E. Contractor shall provide County access to reports and records upon County's request. All records and copies of reports shall be provided to the County upon its request, within five (5) calendar days after Contract expiration, and at any time during the term of this contract as per request of County Department/Agency.
- F. Contractor shall automatically submit a quarterly Contract usage report to Contract Manager at County Procurement Office. Usage report should include total billed for Services performed during corresponding quarter by County Department/Agency, locations Serviced for each Department/Agency, and related Subordinate Contract Numbers.
- G. All records and reports shall be available in electronic (including Excel, Word, and PDF Format) and hard copy format at all times during the term of the contract.
- H. According to NFPA 80, the Contractor shall maintain for a minimum of three (3) years after the expiration or termination of the Contract, all records and supporting documents in conjunction with the Contract.
- I. The inspections, general maintenance, test results, repair, and certification reports must describe Service and be submitted with the correlating invoice(s) and Service request(s) authorized and signed by Site Coordinator or designee.

IX. PARTS/MATERIALS

- A. Contractor shall provide all repair parts and other materials required to complete Services. Contractor shall obtain County approval for all repair parts and materials exceeding the cumulative total of \$75.00 prior to conducting work. Contractor will be reimbursed for the

cost of parts and materials that exceed \$75.00. Costs exceeding \$75.00 require a receipt for reimbursement for each individual part.

- B. All parts and materials shall be new and meet or exceed the original equipment manufacturer's specifications and have a warranty of no less than one (1) year.
- C. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the Site Coordinator or designee before they are utilized.
- D. Contractor shall maintain sufficient off-the-shelf parts/materials on hand to support County's Service requirements. Lack of availability of parts/materials shall not relieve the Contractor from completing Service within agreed to timeframe specified in the subordinate agreement(s) issued by County Agency/Departments.

X. PERSONNEL

- A. Contractor's personnel responsible for providing Services under this Contractor shall be specifically trained and qualified to perform all Services according to manufacturer's instructions. Evidence of all qualifications of personnel, including a minimum of five (5) years of experience in their respective trade shall be provided to the Site Coordinator or designee as requested.
- B. Contractor is responsible for providing sufficient personnel to accomplish all Services as indicated in County subordinate contracts.
- C. All Contractor employees shall be identified by a distinctive company logo, emblem, or patch attached in a prominent place on an outer garment and be easily recognizable as Contractor for Fire Extinguisher Services. Employee identification shall not be substituted for required County badges or passes.

XI. SAFETY REQUIREMENTS

- A. Contractor shall take all reasonable precautions, as directed by the County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property and adjacent property. Damages to properties caused by Contractor's negligence shall be repaired at no cost (both labor and material) to the County.
- B. Contractor shall keep work areas clean and free from any debris, rubbish, hazardous waste and non-usable material resulting from the work under this Contract and shall be disposed of at the completion of each workday by the Contractor. Hazardous waste must be disposed of in accordance with the Resource Conservation and Recovery Act and all other applicable federal, state, and local laws and regulations.
- C. Contractor is responsible for advising and ensuring compliance by Contractor's employees with all applicable environmental and hazardous materials handling laws and regulations.
- D. Contractor and its employees must have and maintain Material Safety Data Sheets (MSDS) on all materials that are so required by state and federal laws and/or regulations.
- E. Contractor shall provide County a full report of damage to County property and/or equipment by Contractor's employees. All damage reports shall be submitted to the Site Coordinator within twenty-four (24) hours of occurrence.
- F. Contractor shall provide, erect, and maintain all warning devices (i.e., barricades, cones, etc.) as required or necessary to ensure the safety of the public, County, and Contractor's employees.
- G. During and at completion of work, debris shall not be allowed to spread unnecessarily into adjacent areas nor accumulate in the work area. All debris, excess material, and parts, including those materials that could inflict injury (e.g., nails, wire, wood, etc.), shall be cleaned up continuously as work progresses and removed at the completion of the job and/or at the end of each workday.

XII. SECURITY REQUIREMENTS

The County operates several secured facilities, including several Probation, Sherriff, and Airport-operated sites. Contractors and their employees who perform Services at secured facilities will be required to adhere to strict operation policies designed with the primary purpose of ensuring a safe and secure environment.

- A. 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 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.
- B. Contractor shall complete and submit a Security Clearance Form to the Site Coordinator for all Contractor personnel who will require access to secured facilities. Security Clearance Forms will be provided to the awarded Contractor(s) by appropriate Departments/Agencies.
- C. Security Clearance Forms shall be submitted at least five (5) business days prior to the Contractor commencing work and five (5) days prior to any person requiring access to facility after work has commenced.
- D. Security Clearance forms shall be completed thoroughly and accurately. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denied clearance.
- E. Contractor's staff must maintain a "cleared" status for the duration of the Contract.
- F. No person shall be assigned to work under this contract without receiving prior clearance from the Probation Department and/or Sherriff's Department.
- G. The County reserves the right to deny clearance at its sole discretion and is under no obligation to provide a reason and/or explanation for their determination.
- H. The Contractor shall be responsible for signing in with the Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., John Wayne Airport, Probation, Sheriff-operated sites, etc.), the Contractor shall report to the Central Control Center (Control).
- I. Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically, Contractor personnel shall NOT:

1. Provide names or addresses to internees;
2. Receive any names or addresses from internees;
3. Disclose the identity of any internee to any person outside of facility;
4. Give any materials to internees; and
5. Receive any type of materials from internees, including, but not limited to materials to be passed to another individual or internee within facility.

Note: Failure to comply with these strict requirements is a criminal act and may result in prosecution pursuant to California Penal Codes including but not limited to California Penal Code Section 4576.

- J. Any Contractor personnel engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all security requirements set forth by the Federal Aviation Administration (FAA) and the County.

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 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 displaying a proper 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.

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

- K. All vehicles parked onsite shall be locked and secured at all times. Keys are not to be left in vehicles at any time for any reason. The County shall not be responsible for any theft, loss, or damage to Contractor property.
- L. All equipment and materials shall remain in Contractor's possession at all times and shall never be left unattended. All lost or misplaced equipment must be reported immediately to the following:
 - 1. Security staff or Control in secured detention facilities
 - 2. Escort or Control in Sheriff facilities
- M. Contractor staff will be required to complete a tool inventory upon entering and leaving a secured jail facility.
- N. Contractor staff shall not smoke, use profanity or other inappropriate language while on County facilities.
- O. Contractor staff shall not enter County facilities while under the influence of alcohol, drugs, or other intoxicants and shall not have such materials in their possession.
- P. Contractor staff shall be well-disposed to the public and County staff at facilities, but shall only be responsive to the requests of the Contract Coordinator unless otherwise directed and shall direct all inquiries or requests to the Contract Coordinator.

XIII. ADDITIONAL SERVICES

If and when County requests Contractor to provide Services in addition to those specified herein, Contractor shall develop a work plan detailing the specific tasks to be completed and providing a detailed not-to-exceed budget for performing such additional Services. Contractor shall not perform any additional Services until Site Coordinator has approved the work plan in advance. Contractor will not be authorized to perform or invoice County for any work not specifically authorized by the Site Coordinator.

XIV. COUNTY RESPONSIBILITIES

- A. County Agencies/Departments shall issue individual Subordinate Contracts against this RCA as needed.
- B. County shall appoint a Site Coordinator for each location ("Site Coordinator").
- C. County shall coordinate the Service schedule with Contractor. The Service schedule should include the following information at minimum:
 - 1. Type of extinguishers and/or hoses to be Service
 - 2. Frequency of Service

3. Cost.
- D. County shall provide a floor plan to Contractor if available.
- E. Site Coordinator or designee should complete a Contractor Performance Evaluation after each Service and submit such evaluation to the County Procurement Office Contract Administrator.
- F. Site Coordinator shall provide billing contact and address information for all of their Department/Agency's locations under the subordinate contract.

XV. HOURS OF OPERATIONS

- A. At Contractor's expense, Contractor shall maintain a telephone answering system, which (at a minimum) provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. (PDT) and an e-mail address to place all orders, as well as a contact name and phone number for 24-hour access.

CONTRACTOR CONTACTS	
*Account Representative Name:	Chris Young
Direct Telephone No:	626-930-9212
Cell Phone No:	
E-Mail Address:	Chris@kordfire.com
AFTER-HOURS CONTACT	
*After Hours Contact Name:	Darius Kordabadi
After Hours Telephone No:	818-326-8585
After Hours E-Mail address:	Darius@kordfire.com
BILLING CONTACT	
Contact Name:	McKenzie Stevens
Telephone No:	626-930-9212
E-Mail Address:	Accounting@kordfire.com

*Any changes in Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 36-Notices.

Holidays Observed by County:

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

- B. Contractor shall complete all work between the hours of 8:00 am to 5:00 pm (PDT), Monday through Friday and sometimes Saturday, unless other arrangements are made with and approved by Site Coordinator.
- C. Contractor shall accommodate County with flexible schedules to meet each Department's requirements due to facility structure and/or hours of operations. County and Contractor shall coordinate and agree upon the day(s) of the week and time of day for deliveries and Service visits.

XVI. MISCELLANEOUS CLAUSE: Contractor shall provide a quote for items not listed under Attachment A, which shall not exceed \$10,000. per invoice.

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.

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 on 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. An authorized County Department staff must obtain a quote for items on the Contract if purchased in different quantities than listed on the Contract.
- C. Contractor to include all charges in the quote including but not limited to; initial set-up fees and/or color matching fees, rush charges (if applicable) and shipping charges.
- D. 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.
- E. Contractor must attach with the invoice a copy of the matching quote with the authorized County Department staff member signature.
- F. The agency/department shall certify on the invoice that the prices are per the signed quote.

**ATTACHMENT B
PRICING AND COMPENSATION**

- I. COMPENSATION:** This is a fixed fee Contract between the County and Contractor for Fire Extinguisher and Fire Hose Maintenance Services as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements 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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County has no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Articles "C" – Amendments and "O" – Changes of County's General Terms and Conditions.

- II. PRICING:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. FIRE EXTINGUISHERS

Contractor shall provide all labor, parts/materials, special equipment and any associated costs to perform Services, inspections, re-charges, refills, re-tag and replace necessary parts for fire extinguishers. Warranty for Services shall be a minimum of one (1) year (365 days) from the date of acceptance.

1. Pressurized Water

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	2.5 Gal. Extinguisher	Per extinguisher	\$ 5.00
2	Off-site hydrostatic testing when required	Per extinguisher	\$ 10.00

2. Dry Chemical (Store-Pressure Type)

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	2.5 lb. Extinguisher	Per extinguisher	\$ 5.00
2	5 lb. Extinguisher	Per extinguisher	\$ 5.00
3	6 lb. Extinguisher	Per extinguisher	\$ 5.00
4	10 lb. Extinguisher	Per extinguisher	\$ 5.00
5	20 lb. Extinguisher	Per extinguisher	\$ 5.00
6	Off-site hydrostatic testing when required (Per Title 19, once every 12 years)	Per extinguisher	\$ 10.00

3. Cartridge-Operated Extinguisher

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	5 lb. Extinguisher	Per extinguisher	\$ 5.00
2	6 lb. Extinguisher	Per extinguisher	\$ 5.00
3	10 lb. Extinguisher	Per extinguisher	\$ 5.00
4	20 lb. Extinguisher	Per extinguisher	\$ 5.00

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
5	30 lb. Extinguisher	Per extinguisher	\$ 5.00
6	Discharge Cartridge, for recharged extinguisher only	Per extinguisher	\$ 5.00
7	Off-site hydrostatic testing when required (Per Title once every 12 years)	Per extinguisher	\$ 15.00

4. K Class Fire Extinguishers

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	K Class Fire Extinguisher Service	Per extinguisher	\$ 10.00
2	K Class Fire Extinguisher 5-year hydrostatic testing	Per extinguisher	\$ 150.00
3	If used or replacement chemical for 5-year hydrostatic testing	Per extinguisher	\$ 10.00
4	6-Liter Hydrostatic Testing when required (Per title 19 once every 5 years)	Per extinguisher	\$ 10.00

5. Replacement Dry Chemical Powder

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	Sodium Bicarbonate (BC)	Per lb.	\$ 8.00
2	Potassium Bicarbonate (PK)	Per lb.	\$ 8.00
3	Monoammonium Phosphate (ABC)	Per lb.	\$ 8.00
4	Sodium Chloride (D)	Per lb.	\$ 8.00

6. Carbon Dioxide

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	5 lb. Extinguisher	Per extinguisher	\$ 5.00
2	6 lb. Extinguisher	Per extinguisher	\$ 5.00
3	10 lb. Extinguisher	Per extinguisher	\$ 5.00
4	15 lb. Extinguisher	Per extinguisher	\$ 5.00
5	20 lb. Extinguisher	Per extinguisher	\$ 5.00
6	Off-site hydrostatic testing when required (Per Title 19, once every 5 years)	Per extinguisher	\$ 10.00
7	Off-site teardown and rebuild	Per extinguisher	\$ 10.00
8	Replacement Carbon Dioxide	Per lb.	\$ 8.00

7. Halon

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	2.5 lb. Extinguisher	Per extinguisher	\$ 5.00
2	5 lb. Extinguisher	Per extinguisher	\$ 5.00
3	6 lb. Extinguisher	Per extinguisher	\$ 5.00
4	9 lb. Extinguisher	Per extinguisher	\$ 5.00

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
5	13 or 14 lb. Extinguisher	Per extinguisher	\$ 5.00
6	17 or 20 lb. Extinguisher	Per extinguisher	\$ 5.00
7	Off-site hydrostatic testing when required (Per title, once every 12 years)	Per extinguisher	\$ 10.00
8	Off-site "6 year" maintenance	Per extinguisher	\$ 10.00
9	Replacement Halon 1211	Per lb.	\$ 40.00

8. Purple K Extinguishers

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	Purple K Annual Certification	Per extinguisher	\$ 5.00
2	Purple K Six Year Break Down (wheeled unit)	Per extinguisher	\$ 10.00
3	Recharge / Refill of Purple K (wheeled unit)	Per extinguisher	\$ 10.00
4	Hydrostatic Testing (any size unit) (Per title 19, once every 12 years)	Per extinguisher	\$ 10.00
5	Recharge / Refill of Hydrostatic Tested (non-wheeled unit)	Per extinguisher	\$ 10.00
6	Replacement Purple K Chemical	Per lb.	\$ 10.00

9. Halotron Extinguishers

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	Halotron Annual Certification	Per extinguisher	\$ 5.00
2	Halotron Six Year Maintenance	Per extinguisher	\$ 10.00
3	Hydrostatic Testing (any size unit) (Per title 19, once every 12 years)	Per extinguisher	\$ 10.00
4	Replacement of Chemical	Per lb.	\$ 40.00
5	Transfer of Chemicals (clean agent)	Per lb.	\$ 5.00

B. SERVICES/INSPECTIONS – FIRE HOSES

Contractor shall provide all labor, parts/materials, special equipment and any associated costs to perform Services, inspections and replace necessary parts for hoses. Warranty for Services shall be a minimum of one (1) year.

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	Annual Fire Hose Service	Each	\$ 15.00
2	Fire Hoses Hydro-static tested & re-racked (5-year testing on new hoses/ 3-year testing thereafter)	Each	\$ 175.00

C. PRODUCTS

Contractor shall provide the following items for purchase on an as-needed basis at the price quoted below throughout the term of the contract

1. Fire Extinguishers

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	K Class Fire Extinguisher	Each	\$ 200.00
2	2.5 Gallon ABC Fire Extinguisher	Each	NA
3	2.5 Gallon Water Fire Extinguisher	Each	\$ 165.00
4	20 lb. Water Fire Extinguisher	Each	NA
5	2.5 lb. ABC Fire Extinguisher (Ansul brand)	Each	\$ 80.00
6	5 lb. ABC Fire Extinguisher	Each	\$ 70.00
7	10 lb. ABC Fire Extinguisher	Each	\$ 85.00
8	20 lb. ABC Fire Extinguisher	Each	\$ 165.00

2. Halotron

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	New 1.4 lb. Halotron	Each	NA
2	New 2.5 lb. Halotron	Each	\$ 250.00
3	New 5.0 lb. Halotron	Each	\$ 275.00
4	New 11 lb. Halotron	Each	\$ 535.00
5	New 15 lb. Halotron	Each	\$ 750.00

3. Hoses/Racks

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	1.5" x 50' rack and reel hose	Each	\$ 200.00
2	.5" x 75' rack and reel hose	Each	\$ 270.00
3	1.5" x 100' rack and reel hose	Each	\$ 370.00
4	1.5" x 50' single jacket rubber lined hose	Each	\$ 200.00
5	1.5" x 75' single jacket rubber lined hose	Each	\$ 200.00
6	1.5" x 100' single jacket rubber lined hose	Each	\$ 250.00

4. Carbon Dioxide

NO	DESCRIPTION	UNIT OF MEASURE	PRICE
1	CO2 10 lbs.	Each	\$ 275.00

D. MISCELLANEOUS PARTS/MATERIALS

Contractor shall furnish all repair parts and other materials required to complete Services. Contractor shall provide a quotation and obtain County approval for all repair parts and materials before ordering. Quote for repairs shall include estimated time for completion of such work.

#	DESCRIPTION	DISCOUNT
1	Percentage Discount Allowed to the County	3 %
2	Hourly Rate – for additional work performed during Regular Business Hours	\$ 200.00 per hour
3	Hourly Rate – for additional urgent or emergency work performed outside of Regular Business Hours	\$ 250.00 per hour

Contractor shall furnish extinguishers and/or related accessories as listed in current manufacturer's catalog and/or price list for items not listed herein (price line items).

Manufacturer's Name: Amerex

Catalog/Price List No: Amerex Catalog 2023

Dated: 01/01/2023

Contractor shall submit one (1) copy of the catalog/price list with bid. Upon award of the Contract, Contractor shall supply additional catalogs to the various City departments as requested.

E. DELIVERY

Please specify the number of days after receipt of order for delivery of miscellaneous parts and materials: 3 Business Days

- III. PRICE INCREASE/DECREASES:** No price increases will be permitted during the first 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 request such adjustment. Any price increases require prior written approval by the County. 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
- IV. 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.
- V. 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.
- VI. PAYMENT TERMS:** Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County. Invoices will be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by County shall not preclude the right of 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.

VII. PAYMENT - INVOICE INSTRUCTIONS: Contractor shall provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a number and must include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from (A.), above
- C. Name of County department
- D. Contract number must be referenced on all invoices
- E. Delivery/service address
- F. Service date(s) – Month of Service
- G. Product/service description, quantity and prices
- H. Sales tax, if applicable
- I. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- J. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

***Please send invoices according to the instructions by each Department.**

VIII. ELECTRONIC FUNDS TRANSFER: The 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 email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.