



CITY OF ORANGE, CALIFORNIA

BID NUMBER 190-05

**SELF-CONTAINED
BREATHING APPARATUS**

DUE DATE/TIME: SEPTEMBER 29, 2019, 2 PM

CAUTION

THIS DOCUMENT MUST REMAIN INTACT

ALL BIDS MUST HAVE PROPER SIGNATURES AS SPECIFIED

TO: CITY OF ORANGE
CITY CLERK
ADMINISTRATION BUILDING
300 EAST CHAPMAN AVENUE
ORANGE, CA 92866

SELF-CONTAINED
BREATHING APPARATUS

PROPOSAL NO. 190-05 DUE DATE: 09/29/2019 TIME: 2 P.M.

1. **COMPLETE CONTRACT**

This Invitation to Proposal, together with the **NOTICE INVITING PROPOSALS**, the entire Proposal (including Specifications), or any item(s) thereof, the signature page, Instructions to Proposers, General Conditions, Special Conditions, Cost Proposal Section, Addenda, and when required, **CONTRACTOR'S BOND**, shall become the Contract upon its acceptance by the City Council on behalf of the City of Orange. The Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Municipal Code, and all applicable Federal, State and City Laws.

2. **SERVICES TO BE PROVIDED BY THE CONTRACTOR**

The Contractor shall upon submission of a bid hereunder be bound to furnish the goods and services herein specified according to the terms and conditions as set forth herein, upon acceptance by the City Council.

3. **AMOUNT TO BE PAID**

The City shall pay the Contractor for the goods or services in the manner and out of the funds described in the paragraph entitled "PAYMENT" as stated in the Instructions to Proposers.

4. **CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION**

When alternative provisions are requested, or options are offered, the Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Proposers.

5. **FORM OF PROPOSAL AND SIGNATURE:**

The bid must be made on this form only. A proposal must be enclosed in a sealed envelope, showing the Proposal No. in the upper left corner, and addressed to the City of Orange. If the bid is submitted by a corporation, it must be signed on behalf of the corporation by the following combination of corporate officers: (i) the Chairman of the Board, the President or any Vice President, on the one hand, and (ii) the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer on the other hand. If the bid is submitted by a Corporation under the signature of only one corporate officer or representative or with a different combination of the foregoing corporate officers, it must be accompanied by the original of a contemporaneous Secretary's Certificate, to which is attached a corporate resolution duly authorizing the named individual to consummate the transaction contemplated by the bid for and on behalf of the Corporation. For a sole proprietorship, the owner's signature is acceptable. If the bid is submitted by a partnership, the signature of the managing general partner or the general partner(s) authorized to bind the partnership to such transactions must appear on the bid proposal. Proposals may be rejected if the signatures are not notarized or if proper documentation is not provided.

NOTE: ALL PROPOSALS MUST BE SIGNED. ALL SIGNATURES MUST BE NOTARIZED.
(BID NO. 190-05)

EXECUTED AT: _____ ON THE _____ DAY OF _____ 20____
(Proposers Complete) City State Month

PROPOSERS MUST COMPLETE AND SIGN BELOW:

Firm _____

Name _____ Phone _____

Address: _____
Street City State Zip

_____ Title _____
(Signature of Corporate Officer or person authorized to sign bids and contracts on behalf of the Contractor).

_____ Title _____
(Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

ALL SIGNATURES ON PROPOSALS SHALL BE NOTARIZED USING THE FORM FOLLOWING THIS PAGE. NO PROPOSAL WILL BE CONSIDERED FOR AN AWARD OF CONTRACT UNLESS ALL SIGNATURES HAVE BEEN NOTARIZED AND SUCH NOTARIAL ACKNOWLEDGMENT IS RECEIVED.

IN WITNESS WHEREOF, the City of Orange has caused this contract to be signed in its behalf by the Mayor of said City; and said Contractor has executed this Contract the day and year written below.

THE CITY OF ORANGE

By: _____
Mayor Mark A. Murphy Date

APPROVED AS TO FORM

_____, 20__
Office of City Attorney

ATTEST By _____
Pamela Coleman, City Clerk

Title: _____

NOTARY ACKNOWLEDGEMENT

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

State of California
County of (_____)

On _____, before me, _____, a Notary Public
(insert name and title of the officer)

personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGEMENT

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

State of California
County of (_____)

Subscribed and sworn to (or affirmed) before me on this _____ day
of _____, 20____, by _____

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature_____

CERTIFICATE OF NON-COLLUSION

[Note: This form must be completed and signed by an authorized representative of each bidder.]

Be it known that _____(name), being first
duly sworn, deposes and testifies that he/she is the
_____(relationship with bidding firm), of
_____(legal name of bidding firm), making the
foregoing bid:

1. That the bid tendered is not presented in the interest or on behalf of any undisclosed person, persons, or other legal entity.
2. That the bid is genuine and not collusive or a sham.
3. That said bidder has not directly or indirectly or solicited any other bidder to submit a false or sham bid, nor colluded or agreed with any other bidder or person to submit a sham bid, nor colluded to prevent any other bidder or persons from bidding.
4. That said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to illegally limit or establish the bid price of said or any other bidder, not to similarly seek limit or establish any overhead, profit or cost element of such bid price.
5. That said bidder has not sought to secure any advantage against the public entity awarding the contract or anyone interested in the proposed contract.
6. That said bidder has not directly or indirectly submitted its bid price, revealed any contents or breakdown thereof or divulged information or data relative thereto, paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except those with documented financial interest with the bidder in his general business.
7. That all the above statements are true to the best of my knowledge.

Signed

Title

CITY OF ORANGE

INSTRUCTIONS TO PROPOSERS

1. **PREPARATION OF PROPOSAL:**

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of the Proposers. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initialed in ink by the person signing the bid. Proposers shall state brand name or make of each item bid. If bidding an alternate to the item as described, the manufacturer's name and catalog number must be given. Proposers shall also attach specifications and furnish other data to establish the suitability of the substitute item. Proposers shall quote separately on each item, and prices should be stated and the units specified. Proposers shall quote their lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within 14 days or less will not be considered when evaluating bids. No telephonic or telegraphic bids are acceptable.

NOTE: ALL PAGES OF THE PROPOSAL MUST BE RETURNED.

2. **EXAMINATION OF PROPOSAL:**

Each Proposer is responsible for examining the Invitation to Proposal and submitting its bid complete and in conformance with these instructions.

3. **CONDITIONS OF SITE/WORK:**

Each Proposer shall carefully examine the documents and project Site to become fully informed regarding all existing and expected conditions and matters which could affect performance, cost or time of the Work in any way.

4. **DISCREPANCIES IN PROPOSAL DOCUMENTS:**

Should Proposers find discrepancies in, or omissions from the Invitation to Proposal, or if the intent of the invitation is not clear, and if provisions of the Specifications restrict Proposers from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Officer at least five (5) working days before bid opening date. All Proposers will be notified by Addendum of any approved changes in the Invitation to Proposal documents.

5. **ORAL STATEMENTS:**

The City of Orange is not responsible for oral statements made by any of their employees or agents concerning this Invitation to Proposal. If the Proposers requires specific information, Proposers must request that it be supplied in writing by the City of Orange.

CITY OF ORANGE

INSTRUCTIONS TO PROPOSERS

6. **BRAND NAMES AND SPECIFICATIONS:**

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Proposers must describe variations in the bid. Alternative or substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the alternate or substitute items are equal.

7. **AWARD:**

Proposal shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the Proposers. The City reserves the right to award all items to one Proposers, or to award separate items or groups of items to various Proposers or to increase or decrease the quantities of any item. Proposers may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

Local Proposers are granted a 1% differential in lieu of sales tax loss. Prices, fitness, quality, delivery and service being equal, preference will be given to the local Proposers.

8. **PAYMENTS:**

Payment terms are NET 30 unless Proposers otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, the Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both; equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith. The Contractor shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon. For such securities, an Escrow Agreement for Security Deposits in lieu of Retention shall be executed in form and substance substantially similar to that set forth in Public Contracts Code Section 22306.

CITY OF ORANGE

INSTRUCTIONS TO PROPOSERS

9. **SAFETY APPROVAL:**
Where required by City of Orange Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Orange Dept. of Public Works and Safety approval. Failure to so comply will be cause to reject Proposal. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.
10. **RIGHT TO REJECT:**
City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, or performance of the project.
10. **SAMPLES:**
Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at the Proposer's expense.
11. **PRICES:**
Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the contract term unless the City specifically provides for adjustment.
12. **SUBMISSION DATE AND WITHDRAWAL OF PROPOSALS:**
Each bid must be delivered to the location and received on or before the due date and time stated below. Proposals will not be accepted after the date and time stated below. Proposals may be withdrawn without prejudice providing the written request is received by the Purchasing Officer no later than the time set for opening bids. Withdrawals will be returned to Proposers unopened. Failure to respond to three (3) Invitations to Proposal without reason may constitute cause to remove Proposer's name from the Proposal List.
13. **BONDS (not required on this bid)**
A ten percent (10%) Proposal Bond or certified check payable to the City of Orange and drawn on a solvent bank of the United States of America is required with bid in accordance with bond instructions.

BOND INSTRUCTIONS

Please fill in the following information and comply with the instructions as stated below:

All bid bonds shall be submitted upon Standard AIA forms; or a satisfactory bond of an amount of not less than 10% of such bid as a guarantee that the bidder, if awarded a contract, will execute and deliver such contract to the City Purchasing Officer within fifteen (15) days after notice of award.

If the Proposers to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents within fifteen (15) days after notice of award, the City shall declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited into the City Treasury.

CHECK ONE:

PROPOSAL BOND () is attached

CERTIFIED CHECK NO. _____ () in the amount of \$ _____

In lieu of the satisfactory bidder's bond required, your attention is directed to one of the following bidder's bonds on file in the Office of the City Clerk of the City of Orange, California.

ANNUAL BIDDERS BOND, CITY BOND NO. _____

CONTINUOUS BIDDER'S BOND, CITY BOND NO. _____

NOTE:

The Certified Check received from bidders in lieu of a bid bond shall be returned upon the City's awarding of a contract to the successful bidder.

14. **PERFORMANCE BOND (not required on this bid)**

The successful bidder shall submit a Faithful Performance Bond to the City Purchasing Officer, 300 East Chapman Avenue, Orange, California 92866. The amount of the bond shall be \$_____ (which is 100% of the Contract amount) and shall be submitted within fifteen (15) days of notice of award. Bond shall be submitted upon Standard AIA forms.

15. **LABOR AND MATERIALS BOND (not required on this bid)**

The successful bidder shall submit a Labor and Materials Bond to the City Purchasing Officer, 300 east Chapman Avenue, Orange, California 92866. The amount of the bond shall be \$_____ (which is 100% of the Contract amount) and shall be submitted within fifteen (15) days of notice of award. Bond shall be submitted upon Standard AIA forms.

CITY OF ORANGE

INSTRUCTIONS TO PROPOSERS

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

BID NO. 190-05
CITY OF ORANGE
CITY CLERK
ADMINISTRATION BUILDING
300 EAST CHAPMAN AVENUE
ORANGE, CA 92866

BID DUE DATE/TIME: SEPTEMBER 29, 2019 @ 2:00 P.M.

ALL BIDS MUST BE RECEIVED AND DATE/TIME STAMPED BY THE CITY CLERK'S OFFICE ON OR BEFORE THE BID DUE DATE.

ANY BID RECEIVED AFTER THE DUE DATE/TIME STATED ABOVE WILL BE RETURNED TO THE PROPOSERS UNOPENED.

SHOULD PROPOSERS HAVE ANY QUESTIONS REGARDING THIS INVITATION TO PROPOSAL THEY SHOULD BE DIRECTED TO THE FOLLOWING CITY PERSONNEL:

A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)

<u>WANDA ALVAREZ</u>	<u>(714) 744-2266</u>
PURCHASING OFFICER	TELEPHONE NUMBER

B. EQUIPMENT SPECIFICATIONS

<u>MATT NELSON</u>	<u>714-288-2506</u>
FIRE ADIMIN CAPTAIN	TELEPHONE NUMBER

CITY OF ORANGE

CONTRACT - GENERAL CONDITIONS

1. Acceptance of the Proposer's offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this paragraph a fiscal year commences on July 1 of the year and continues through June 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. The Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time the Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Freight charges must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to the Contractor and the City; but any claim by the Contractor for such an adjustment must be made within thirty days of such change.
6. The contractor warrants that the goods, machinery, or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of one year. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, the Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.

CITY OF ORANGE

CONTRACT - GENERAL CONDITIONS

7. The Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of the Contractor, its agents or employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though the Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and the Contractor. Upon receipt of any notice of such termination, the Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this paragraph shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach. In the event of termination, the bonds shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed, and that any vendors or laborers will be paid.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. The Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reason beyond the Contractor's reasonable control. Direct losses shall include but not be limited to any costs to the City in excess of the contract price of obtaining goods from other sources similar to those canceled or rejected hereunder.
10. The City shall pay to the Contractor the price or prices specified in the Contract on delivery of the materials, equipment, supplies, or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for the Contractor's instructions at the Contractor's risk, and if the Contractor so directs will be returned at the Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Officer.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.

CITY OF ORANGE

CONTRACT - GENERAL CONDITIONS

13. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by the City within 60 days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract the Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Administrative Code (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Administrative Codes. The Contractor agrees to indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of the Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this contract.
15. The Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City or any other party, confidential business or technical information that the City may disclose in conjunction with this Contract or the Contractor may learn as a result of entering City property to deliver goods, machinery or equipment or to perform Work hereunder.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The City's failure to object to provisions contained in any communication from the Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract. No waiver of any of City's rights or remedies hereunder shall be deemed made unless done expressly in writing. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.
18. This Contract shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Contract.
19. Any indebtedness of the Contractor to the City may at the City's option be credited against amounts owing by the City hereunder.

CITY OF ORANGE

CONTRACT - GENERAL CONDITIONS

20. The Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, loss, cost, liability, cause of action or expense, whether or not reduced to judgment, including reasonable attorney's fees, arising from any infringement or claimed infringement of any patent, trademark, copyright, or any other proprietary right or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder, and/or on the provision of any services hereunder.
21. The Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. The Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent Contractor. The Contractor, his agents, subcontractors and employees, shall not be considered as employees of the City. Contractor shall be solely responsible for any and all withholding of income taxes, payment of unemployment insurance and other duties of an employee under state and federal law, and hereby indemnifies, defends and holds City harmless from any and all liabilities arriving from or related to any such duty.
23. **NON-DISCRIMINATION**

In the performance of any Contract awarded pursuant to these specifications, the Contractor shall not discriminate against any employee or applicant for employment because of age, sex, marital status, physical handicap, race, color, religion, ancestry, or national origin. Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their age, sex, marital status, physical handicap, race, color, religion, ancestry or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this fair Employment Practices paragraph.
24. The Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

CITY OF ORANGE

CONTRACT - GENERAL CONDITIONS

25. If at any time during the progress of the Work, the Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim, lien, or stop notice right against the City, the Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien of stop notice to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due the Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
26. The Contractor shall carry on the Work at his own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by the Contractor, the Contractor shall receive, unload, store and handle same at Site and become responsible therefore as though such materials and equipment were being furnished by the Contractor under the Contract.
27. **(Public Projects insurance requirements do not apply to this bid.)**
Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, his agents, representatives, employees or subcontractors.
- (a) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for products and completed operations coverage.
- The City, its officials, employees and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (c) Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (d) Insurance as specified in the Proposal Requirements

CITY OF ORANGE

CONTRACT - GENERAL CONDITIONS

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party or reduced in coverage except after thirty (30) days' prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of an equivalent to A:VIII by A.M. Best & Company. Any deviations from this rule shall require written approval from the City Attorney.

All coverages for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above in form and substance acceptable to the City Attorney. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of the Contractor's or its Subcontractor's employees shall do any work upon the City's premises, the Contractor shall furnish the City with the required certificates in triplicate evidencing that such insurance has been provided and that such insurance is being carried and maintained. Such certificates shall specify the date when such insurance expires. The contractor agrees that such insurance shall be provided and such insurance carried and maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this Contract.

28. The Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of Contractor's acts, omissions, or errors or those of any employee or Subcontractor of the Contractor or any Subcontractor at the Site.

29. Contractor shall list the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the Contractor, or who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of the Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The subcontractor list shall be submitted with the Contractor's bid proposal.

The Proposer shall check Box A or, as the case may be. If the Proposer does not check either box, it will be deemed that he has checked Box A.

- A. The undersigned **DOES NOT INTEND** to subcontract any portion of this project.
- B. The undersigned **INTENDS** to subcontract a portion of this project to the following subcontractors. (Note: Refer to Section 2.3 of Standard Specifications and Sections 4100 through 4113 of the Government Code for the portion of work for which **SUBCONTRACTOR DISCLOSURE IS REQUIRED** with the proposal.)

Name of Subcontractor Location of Office Portion of Work to be Subcontracted

Equipment Specifications and Cost Proposal

Manufacturer – 3M Scott

Scott X3 Pro SCBA 4.5 (2018) with CGA Connector, 4500 psi, E-Z Flo+ Quick Disconnect Hose Regulator, Dual EBSS, Pass w/Pack-Tracker, RIC/UAC Connections, (Less Cylinder, Mask, Amplifier, Case)

Quantity 105 (One hundred five) Unit Cost _____ Total Cost _____

Scott 30 Min Bottles, 4500 psi, CGA Connections, Carbon Fiber Cylinder w/ Valve

Quantity 35 (Thirty five) Unit Cost _____ Total Cost _____

#3-D Polymers, Cylinder Sleeves for 30 Min Bottles

Quantity 35 (Thirty five) Unit Cost _____ Total Cost _____

RIT Pack 3, 4500 psi (Less Cylinder)

Quantity 4 (Four) Unit Cost _____ Total Cost _____

EPIC Voice Amplifier

Quantity 120 (One hundred twenty) Unit Cost _____ Total Cost _____

Scott Voice Amplifier Mask Adapter

Quantity 120 (One hundred twenty) Unit Cost _____ Total Cost _____

Scott AV 3000 HT Facepiece – Large

Quantity 90 (Ninety) Unit Cost _____ Total Cost _____

Scott AV 3000 HT Facepiece – Medium

Quantity 30 (Thirty) Unit Cost _____ Total Cost _____

Scott AV 3000 HT Facepiece – Small

Quantity 5 (Five) Unit Cost _____ Total Cost _____

Scott Prescription Eyeglass Kit for SCBA AV 3000 HT Masks

Quantity 10 (Ten) Unit Cost _____ Total Cost _____

SCBA Bottle Mobile Cart (16 Bottle Capacity)

Quantity 1 (One) **Unit Cost** _____ **Total Cost** _____

Software Update for SCBA Technician Computer

Quantity 1 (One) **Unit Cost** _____ **Total Cost** _____

Sales Tax _____

Sum of Total Costs and Sales Tax _____