



City of Anaheim  
**FINANCE**  
Purchasing

**ADDENDUM # 1 JUNE 29, 2021**

**BID # 9533 FIRE EXTINGUISHER MAINTENANCE SVCS**

**THIS ADDENDUM IS ISSUED TO PROVIDE CLARIFICATIONS AS NOTED:**

**Question #1**

Can you please provide last contracted prices?

**Answer:**

A copy of the previous contractor's Master Agreement is included in the following pages as part of this addendum.

**Please keep in mind that the specifications for this current bid may have had changes. Pricing was established under the circumstances that prevailed at the time it was originally bid.**

There are no other changes, additions, or deletions by issuance of this addendum.

**IMPORTANT:** If you have submitted a bid before this addendum was issued, your bid will be invalidated. After you have reviewed the addendum, your pricing, you must resubmit your bid acknowledging receipt of this addendum.

*Maira Rodriguez*

**JUNE 29, 2021**

Maira Rodriguez, Buyer II



# Master Agreement Purchase Order

200 S. Anaheim Blvd.  
Purchasing, Suite 620  
Anaheim, CA 92805-3820  
Phone: 714-765-5110  
Fax: 714-765-5288

**MA #: 106-492381**  
**Revision #: 3**  
**Attachments: 7**  
**Council Award: 8587, 1-26-16**

**CODE RED FIRE, INC**  
**633 S MAPLE AVE**  
**MONTEBELLO, CA 90640**

**Vendor ID Code #:** VC0000143191  
**Master Agreement :** 106-492381  
**Begin Date:** 02/01/19  
**Expiration Date:** 05/31/20  
**Supersedes MA:** 106 - 492284  
**Renewal options:** Yes  
**Total purchase Not to Exceed:** \$36,974.39  
**Payment terms:** NET 30 DAYS

**Contact Name:** GLORIA BARRAGAN  
**Phone:** 323-726-0982  
**Email:** gloriab@crfireinc.com  
**FOB:** Services, Not Applicable

**Authorized Departments:**  
ALL  
PUBLIC WORKS  
CONVENTION/SPORTS/ENTERTAINMT  
FIRE

**This agreement documents the general terms, conditions and pricing of the City's purchases of the goods and/or services described below. This Master Agreement does not authorize specific quantities or shipping dates; authorization to ship goods or deliver services will be made by issuing Delivery Order referencing this document. Shipping location, delivery date, items, quantities and prices will be confirmed on the Delivery Orders. All invoices must clearly indicate the relevant, authorizing Deliver Order # they pertain to.**

**COMMODITIES AND SERVICES COVERED BY THIS MASTER AGREEMENT:**  
**FIRE EXTINGUISHER PARTS AND SERVICES: PER LISTED DEPTS**

**Special notes:**  
REPLACED MA 492284 - Per Dept. request, line items were condensed to facilitate and expedite the invoice process.

PER BID#: 8587 SPECIFICATIONS, TERMS and CONDITIONS, DATED: 12-7-15

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THIS IS YEAR THREE OF UP TO FOUR ONE-YEAR OPTIONAL RENEWALS.  
PRICES TO INCREASE BY 4%, PRICE LIST ATTACHED

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COORDINATE WITH CITY OF ANAHEIM REPRESENTATIVES:  
CONVENTION CENTER: JAY JONES, 714-765-8964  
FIRE: ROBERT DAVIS, 714-765-4009  
POLICE: RUBEN PEREZ, 714-765-1812  
PUBLIC UTILITIES: THOMAS LOPEZ, 714-765-4279  
PUBLIC WORKS: MARCO LUCERO, 714-765-6808

Line #	CC	Description	Qty	U of M	Unit Price
1	93634	ANNUAL MAINTENANCE FOR PORTABLE FIRE EXTINGUISHERS	0.00	EA	\$4.2744
2	93634	SIX-YEAR MAINTENANCE OF ABC PORTABLE FIRE EXTINGUISHERS.	0.00	EA	\$6.4168
3	93634	HYDROTESTING MAINTENANCE OF ABC PORTABLE FIRE EXTINGUISHERS (EVERY 5 & 12 YEARS).	0.00	EA	\$10.7016

**Buyer's Signature:**

**CONTINUED ON NEXT PAGE**  
**INSTRUCTIONS TO VENDORS**  
This Purchase Order subject to and governed by all Terms and Conditions printed at the end of this order.

Maira Rodriguez	714-765-5218
mrodriguez2@anaheim.net	



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Line #	CC	Description	Qty	U of M	Unit Price
4	93634	DISPOSAL OF HALON PORTABLE FIRE EXTINGUISHERS.	0.00	EA	\$0.0104
5	93634	SERVICE CHARGE MINIMUM: MINIMUM DOLLAR AMOUNT FOR CONTRACTOR TO COME ON-SITE TO PERFORM WORK; ONCE ACTUAL AMOUNT OF WORK EXCEEDS THIS MINIMUM, THEN ABOVE RATES WILL APPLY INSTEAD OF THIS MINIMUM AND NOT IN ADDITION TO IT.	0.00	LOT	\$1.0712
6	93634	TRIP CHARGE: FLAT RATE CHARGE FOR THE ROUND TRIP COSTS PER DAY, NOT PER LOCATION; NO FUEL SURCHARGES, NO MILEAGE RATES.	0.00	EA	\$1.0712
7	93634	LABOR: REGULAR TIME FOR REPAIRS NOT INCLUDED IN PERIODIC MAINTENANCE LISTED ABOVE AS AUTHORIZED BY CR. RATES MUST BE FULLY LOADED INCLUDING LABOR, TOOLS, AND EQUIPMENT ACCORDING TO CITY OPERATIONAL HOURS.	0.00	HR	\$133.9000
8	93634	ADDITIONAL DOCUMENTATION AS REQUESTED BY CITY REP PER FIRE EXTINGUISHER.	0.00	EA	\$4.1600
9	93634	MATERIALS: ITEMS INCLUDED IN BID, PRICE LIST ATTACHED.	0.00		\$0.0000
10	93634	MATERIALS: FOR ITEMS NOT INCLUDED IN PERIODIC MAINTENANCE LISTED ABOVE OR ITEMS NOT LISTED BELOW AT CONTRACTOR COST OF MATERIALS PLUS A 25% MARKUP PERCENTAGE.	0.00		\$0.0000
11	93634	TRIP CHARGE: FLAT RATE CHARGE FOR THE ROUND TRIP COSTS	0.00	EA	\$42.5000

**Buyer's Signature:**

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**Special notes:**

This Master Agreement ("MA"), along with the City's Standard Terms and Conditions, documents the items, prices and terms and conditions of the City's agreement with the supplier to provide the goods and/or services shown.

Quantities and/or dollars shown are estimates only. The City is under no obligation to purchase any or all of the items or services shown on this Master Agreement.

The City shall be obligated only for the specific quantities of materials or services that are authorized by the issuance of a specific Delivery Order ("DO") referencing this Master Agreement. Delivery Orders will be issued by the requesting department and shall specify the delivery date, location and unique Delivery Order Number.

Prices shown are to remain firm for the first year of this Agreement, unless otherwise specified in the body of this Master Agreement.

The total purchase limit shown for this Master Agreement is inclusive of all taxes. Supplier is not authorized to accept orders, nor provide goods or services in excess of this amount.

All invoices are to be sent to Accounts Payable ONLY, and must reference the specific Delivery Order number applicable to the invoice.

This Master Agreement may be renewable, in accordance with the terms of the applicable bid and/or City Council award.

This order may be terminated by either party, without cause, upon a thirty (30) day written notice.

**HOLD HARMLESS & INDEMNIFICATION:** By acceptance of this purchase order, the Supplier hereby agrees to defend, indemnify, and hold harmless, the City, (including its officers and employees) for/from any and all claims or actions of any kind presented against against the City arising out of Supplier's (including Supplier's employees, representatives, products and subcontractors) performance under this Agreement, excepting only such claims, costs, or liability which may arise out of the sole negligence of the City.

Supplier's insurance and hold harmless indemnification are required prior to any work being performed under this order.

**INSURANCE REQUIREMENTS:** This Purchase Order or Master Agreement requires the Supplier to carry the following types and coverages of insurance:1. **COMPREHENSIVE GENERAL LIABILITY INSURANCE:** (including product liability coverage, when applicable) in the amount of \$1,000,000 per occurrence.2. **AUTO LIABILITY INSURANCE:**\$1,000,000 per occurrence, combined single limit ("CSL").3. **WORKERS' COMPENSATION INSURANCE:** as required by state statutes. 4. The City of Anaheim is to be named as an additional insured on the above captioned insurance coverages as respects the City's interests under this Agreement. Supplier shall provide an appropriate insurance certificate to the City prior to commencement of work under this Agreement; and present to the City an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this Agreement.5. All insurance policies shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy. 6. Insurance policies to be in a form and written through companies acceptable to the City and shall include those endorsements which are necessary to extend the coverage which is appropriate to the nature of the Agreement. 7. All insurance certificates, endorsements, cancellation notices or other items relating to the Agreement are to be sent in care of the Contract Administrator at the "SHIP TO" address on the purchase order OR delivery order.

At the City's option, annual increases in these prices may be negotiated, but shall not exceed the change in the Consumer Price Index ("CPI") for the preceeding twelve (12) month period for the Los Angeles, Riverside and Orange County areas.

**THIS PRICE AGREEMENT IS FOR A PERIOD OF ONE (1) YEAR WITH FOUR (4) OPTIONAL ONE-YEAR RENEWALS.**

**Buyer's Signature:**

**CONTINUED ON NEXT PAGE**  
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## STANDARD TERMS & CONDITIONS

- 1. TERMS OF ORDER:** This order is limited to the terms herein unless expressly agreed in writing by the City's Purchasing Division.
- 2. ACCEPTANCE:** Seller's shipment of goods, commencement of any work, or performance of any services hereunder shall constitute acceptance by Seller of this order and all of its terms and conditions. No additional terms or conditions stated by Seller in acknowledging or otherwise accepting this order shall be binding upon the City unless specifically accepted in writing by Buyer. No oral agreements shall be binding unless confirmed by a written revision to this purchase order.
- 3. SELL OR ASSIGN:** The supplier shall not sell, assign, or transfer any obligations resulting from this order without the specific written consent of the City's Purchasing Division.
- 4. MATERIAL SAFETY DATA SHEETS:** Supplier shall submit Material Safety Data Sheets with all orders of hazardous substances.
- 5. COMPLIANCE WITH LAWS:** All goods and services provided shall comply with all current federal, state, and local laws relative thereto. Supplier further agrees to indemnify, defend, and hold the City harmless for any failure to so conform.
- 6. TAXES:** Unless otherwise indicated on the P.O., this order is subject to California Sales Tax, at the current Orange County tax rate. The City is exempt from Federal Excise Tax.
- 7. WARRANTY:** Supplier fully warrants all materials and equipment, including without limitation, any optional equipment purchased by the City under the terms of this order, against poor and inferior quality and workmanship of equipment, labor and materials, for one year after the date of final acceptance by the City, unless otherwise stated herein.
- 8. LAWS GOVERNING CONTRACT:** This order will be administered and interpreted under the laws of the State of California.
- 9. BUSINESS LICENSE:** Firms providing goods or services to the City of Anaheim must have a current City business license.
- 10. AUTHORIZED DISTRIBUTOR:** Vendor represents that vendor is an authorized distributor of the product ordered. The City reserves the right to cancel this order at any time if it is determined that the vendor is not an authorized distributor of the product ordered.
- 11. CANCELLATION:** Time is of the essence in the performance of this Purchase Order. The City reserves the right to cancel any portion of this order with respect to goods not delivered, or services not performed, on or before the required delivery date.
- 12. REJECTION OF MATERIALS/SERVICES:** All materials and services furnished shall be as specified and are subject to inspection and approval by the City. The City reserves the right to reject any material or service which does not comply with the specifications and/or terms of this order.
- 13. F. O. B. POINT:** All orders are to ship F. O. B. Destination, unless otherwise specified in the P.O.
- 14. TITLE:** Except as otherwise and expressly provided herein, title to and risk of loss on all items shipped by vendor or vendor's agent to the City shall pass to the City upon the City's inspection and acceptance of such items at the City's premises.
- 15. SHIPPING & HANDLING CHARGES:** Shipping, handling, packing, transportation, and any other fees or charges are not allowed unless specified otherwise herein.
- 16. PACKING SLIPS:** Packing slips specifying quantity, description and purchase order number must be included with each delivery.
- 17. INVOICES:** The purchase order number and department name must appear on all invoices, shipping papers, packages, and correspondence. Unless otherwise specified, the invoice shall contain the following information; purchase order number, item number, description of supplies or services, sizes, quantities, unit prices, extended totals, all applicable taxes, and freight and handling charges, where authorized.
- 18. PAYMENT:** Payment will be made only upon receipt of all materials, services, and invoices which are as specified and in accordance with the terms of this order, unless otherwise stated herein.
- 19. HOLD HARMLESS AND INDEMNIFICATION:** By acceptance of this purchase order, the vendor hereby agrees to indemnify, defend, and hold harmless the City (including its officers and employees) for/ from any and all claims or actions of any kind presented against the City arising out of vendor's (including vendor's employees, representatives, products, and subcontractors) performance under this agreement, excepting only such claims, costs, or liability which may arise out of sole negligence of the City.
- 20. INSURANCE:** Vendors who perform work on City property are required to provide acceptable proof of insurance prior to commencing work. Specific insurance requirements are contained within the body of the purchase order.
- 21. NEW MATERIALS:** Unless a bid specification calls for used, refurbished or recycled materials, all items or materials bid and supplied to the City are to be new, unused products.