SUBJECT: Purchase Order for the Purchase of Vehicle Extrication Equipment

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a purchase order in the amount of $362,935 with Fire Service Specification & Supply (FS3) for the purchase of vehicle extrication equipment.

DISCUSSION

On December 3, 2013, the City Council approved a grant application to the Assistance to Firefighters Grant program for vehicle extrication equipment (Resolution 14,446).

The Oxnard Fire Department was notified of a regional award from the Assistance to Firefighters Grant program on August 14, 2014 in the amount of $366,500 for vehicle extrication equipment for the Oxnard Fire Department, Ventura County Fire Department and the Fillmore Fire Department. The Oxnard Fire Department was identified in the grant award as the lead agency for the regional grant.

The federal grant award is $329,850 and the recipients share is $36,650 of which $36,024 is provided by the Ventura County Fire Protection District and the Fillmore Fire Department and $626 is provided by the City of Oxnard.

The grant specified Holmatro equipment, and FS3 is the sole authorized dealer for Holmatro in California.

FINANCIAL IMPACT

The Assistance to Firefighters Grant of 2013 (Project 772240) will provide sufficient funding for this purchase.

Attachment No. 1 – Purchase Order
Attachment No. 2 – Sole Source
PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

VENDOR PHONE: (800)388-6607
VENDOR FAX: (714)832-5296
VENDOR #: 7579
VENDOR ADDRESS: FIRE SERVICE SPECIFICATION & S
SHIP TO: FIRE DEPT
P.O. BOX 10817
SANTA ANA, CA 92711-0817

DATE: 10/8/2014

PURCHASE ORDER NO. 005064

CONFIRMED BY 11/02/2014
000001784 10/02/2014

FOB ACCOUNT NUMBER
ACCOUNT NUMBER 23822218028606
AUTHORIZED BY MIKE MORE

ITEM   QUANTITY/ UNIT DESCRIPTION ARTICLE OR SERVICE UNIT COST EXTENDED COST
# #
1                   HOLMATRO RESCUE TOOLS 1.0000 337,614.00
   337,614.00 / DL

2                   SALES TAX 1.0000 25,321.00
   25,321.00 / DL

TOTAL PURCHASE AMOUNT $362,935.00

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE. ________________________________

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

Page 1 of 2
The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.

2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.

3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.

4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.

5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.

6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0061ED, November 1988).
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto".
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.

7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.

8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.

9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.

10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.

11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.

12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.

13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1976.

14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.

15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.

16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.
Date: September 15, 2014
To: Purchasing
From: Alex Hamilton, Captain
Subject: Sole Source Purchase – Fire Service Specification & Supply

The Oxnard Fire Department has been awarded FEMA FY2013 Assistance to Firefighters Grant in the amount of $366,500 to purchase Homaltro Rescue Systems (vehicle extrication equipment) for the Oxnard Fire Department and Ventura County Fire Department. Resolution 14,446 dated December 13, 2013 approved the SBA and use of funds for this purpose.

Fire Service Specification & Supply, vendor # 7579, is the sole authorized sales and service dealer for the Homaltro Rescue Systems for the state of California. A sole source letter from Fire Service Specification & Supply is included with the quote.

The purchase will be 100% grant funded using Project 772239, Account 238-2221-802.86-06.
September 11, 2014

VENTURA COUNTY FIRE DEPARTMENT

RE: SOLE SOURCE LETTER

This letter will serve as notification that FS3, located at 18662 Beachmont Ave, Santa Ana, CA 92705 is The Sole Authorized Sales & Service Dealer for Holmatro Rescue Systems for the State of California.

Holmatro Inc. requires an extremely high level of commitment from its Dealer Network, including Extrication Training Certification, Service and Warranty Certification, a 24 hour response to service issues with loaner tools provided should the item needing service requires a longer period of time for repair. In addition, all Dealers must adhere to their Integrity Policy which governs their general approach to business practices. FS3 meets or exceeds all of the above requirements. Our Service Technicians must be recertified every (2) years at the Holmatro facility in Maryland.

Holmatro has established a strict Dealer territory policy which allows the Dealer to establish a long term customer relationship within their assigned territory. Dane Jackson is the FS3 Sales & Service Representative in your area.

Please contact me for any additional information that may be required.

Sincerely,

[Signature]

Frank Lane
FS3
714-566-4484
Price Quote

This price quote is being prepared for Alex Hamilton for the Ventura County Fire Department on September 11, 2014 for multiple sets of Holmatro® Rescue Tools to be purchased under the AFG Grant. All tools will come with CORE Technology™. This quote is good for 90 days or until the next factory price increase.

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Subtotal $337,614
Tax 7.50% $25,321

Total $362,935

Price includes shipping, delivery, dealer setup and training in the use and care of your Holmatro® Rescue Tools.

If you have any questions regarding this quote or about any other Holmatro® products, please call me at 805-341-3614 or djackson@holmatro-fs3.com.

Sincerely,

Dane Jackson

Phone 800.388.6607. Fax 714.832.5296
P.O. Box 10817 - Santa Ana, California 92711-0817