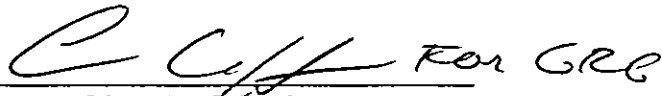


THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL

  
\_\_\_\_\_  
Glen R. Googins  
City Attorney

Dated: 1-21-15

NATIONAL PURCHASING PARTNERS  
MEMBER INTERGOVERNMENTAL  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF CHULA VISTA AND  
L.N. CURTIS & SONS

**Agreement between  
City of Chula Vista  
and  
AFECO, Inc., doing business as Fire Etc,  
To Purchase Various Fire and Emergency Equipment and Supplies**

This agreement (Agreement), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, is between the City-related entity whose name and business form is indicated on Exhibit A, Paragraph 2, (City), and the entity whose name, business form, place of business and telephone numbers are indicated on Exhibit A, Paragraphs 4 through 6, (Supplier), and is made with reference to the following facts:

**RECITALS**

WHEREAS, The Supplier is in the business of selling Fire and Emergency Equipment and Supplies, and related products and services, as further described herein; and

WHEREAS, the Supplier desires to sell and the City desires to purchase certain products and related services as described herein for prices set forth on the order, and in accordance with all specifications; upon and subject to the terms and conditions set forth herein; and

WHEREAS, to expedite these contemplated purchases, the parties are willing to enter into this not exclusive Agreement that sets forth the terms and conditions that will govern all such transactions between them, and

WHEREAS, Supplier warrants and represents that it is experienced and staffed in a manner such that it can deliver the products and services required of Supplier to City in accordance with the time frames and the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration the City and Supplier do hereby mutually agree as follows:

All of the Recitals above are incorporated into this Agreement by this reference.

**ARTICLE I - CERTAIN DEFINITIONS**

1. **Parties:** shall mean City and Supplier.
2. **Products:** shall mean the products and/or services to be sold by Supplier hereunder as identified and described on Exhibit B hereto and incorporated herein, as may be updated from time to time by Supplier to reflect products and/or services offered by Supplier generally to its customers.

3. **Purchase Order:** shall mean any authorized written, electronic, telephone or fax order sent or made by City pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as City and Supplier may from time to time agree. Each Purchase Order will specify the following items: Purchase Order number, specific Products requested (by id number), unit price per Product, quantity, delivery schedule, destination (with contact/recipient), and total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement on the face of each Purchase Order. Should any Purchase Order not conform to or satisfy the terms of this Agreement, Supplier shall have five (5) business days after receipt to reject the Purchase Order. By not rejecting the Purchase Order within five (5) business days, Supplier will have accepted the Purchase Order. Acceptance by Supplier is limited to the provisions proposed by Supplier or City shall apply. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract

## **ARTICLE II - SUPPLIER'S OBLIGATIONS**

### **A. General**

1. Supplier hereby agrees to sell to the City such Products as City may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. City agrees to purchase those Products ordered by City by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.
2. All Purchase Orders issued by City to Supplier for Products during the Term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. In the event that the provisions of this Agreement conflict with any Purchase Order issued by City to Supplier, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Supplier's standard printed terms and conditions, on Supplier's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.
3. Notwithstanding any other provision of this Agreement to the contrary, City shall have no obligation to order or purchase any Products hereunder and the placement of any Purchase Order shall be in the sole discretion of City. Without limiting the generality of the foregoing, the actual quantity of Products to be purchased hereunder shall be determined by City in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that City may purchase at its sole discretion, products

which are identical or similar to the Products described in this Agreement from any third party.

4. Except as otherwise permitted hereunder, Supplier may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of the City.

**B. Application of Laws.** Should a federal or state law pre-empt a local law, or regulation, the Supplier must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Supplier to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Supplier to violate any law, the Supplier agrees to notify City immediately in writing. Should this occur, the City and the Supplier agree that they will make appropriate arrangements to proceed with or, if necessary, amend or terminate this Agreement, or portions of it, expeditiously.

### **C. Insurance**

1. General. Supplier must procure and maintain, during the period of performance of this Agreement, and for twelve months after completion, policies of insurance from insurance companies to protect against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under this Agreement and the results of that work by the Supplier, his agents, representatives, employees or subcontractors, and provide documentation of same prior to commencement of work.
2. Minimum Scope of Insurance. Coverage must be at least as broad as:
  - a. CGL. Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
  - b. Auto. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
  - c. WC. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
3. Minimum Limits of Insurance. Supplier must maintain limits no less than those included in the table below:

i. General Liability: (Including operations, products and completed operations, as applicable)	\$1,000,000 per occurrence for bodily injury, personal injury, (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Project/location or the general aggregate limit must be twice the required occurrence limit.
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ii. Automobile Liability:	\$1,000,000 per accident for bodily injury, including death, and property damage.
iii. Workers' Compensation Employer's Liability:	Statutory \$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
iv. Professional Liability or Errors & Omissions Liability:	\$1,000,000 each occurrence

If the Supplier maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Supplier.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the City, its officers, officials, employees and volunteers; or the Supplier will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
5. Other Insurance Provisions. The general liability, automobile liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:
  - a. *Additional Insureds.* City of Chula Vista, its officers, officials, employees, agents, and volunteers are to be named as additional insureds with respect to all policies of insurance, including those with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Supplier, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of the Supplier, including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be provided in the form of an endorsement to the Supplier's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products/Completed Operations coverage.
  - b. *Primary Insurance.* The Supplier's General Liability insurance coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of the Supplier and in no way relieves the Supplier from its responsibility to provide insurance.
  - c. *Cancellation.* The insurance policies required by this Agreement shall not be canceled by either party, except after thirty days' prior written notice to the City by certified mail, return receipt requested. The words "will endeavor" and "but failure to mail

such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” shall be deleted from all certificates.

- d. *Waiver of Subrogation.* Supplier’s insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage for the term required by this Agreement. In addition, Supplier waives any right it may have or may obtain to subrogation for a claim against the City.

**D. Business License.** Supplier agrees to obtain a business license from the City and to otherwise comply with Title 5 of the Chula Vista Municipal Code. Section 5.02.20 states: *It is unlawful for any person, or any person as agent, clerk or employee, either for himself or for any other person, within the corporate limits of the City, to transact, engage in, or carry on any business, show, exhibition or game hereinafter specified without first having procured a license.*

### **ARTICLE III - TERMS AND CONDITIONS**

- A. Term. The initial contract term shall be for three (3) calendar years from the date of contract award. By mutual written agreement between City and AFECO, Inc., doing business as Fire Etc., the contract may be extended for up to three consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until Supplier is so notified by City.
- B. Renewal of contract. Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. Provided that the City may opt to decline extension of the Purchase Agreement by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the original Purchase Agreement term.
- C. Changes to the agreement. The Terms and Conditions contained herein constitute the entire agreement between both parties and supersede all previous communications, whether oral or written. The terms and conditions of this agreement shall prevail over any conflicting, additional, or other terms and conditions appearing on any writing or acknowledgment by the Supplier. No changes to this agreement shall be valid unless made in writing and signed by both parties.
- D. The detailed requirements of the specifications shall supersede any general reference made within this agreement. Specific brand names, manufacturers, and model numbers referenced shall be provided unless prior explicit approval has been obtained from the City.
- E. In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal, or enforceable, the remaining provisions shall remain in effect and enforceable.

- F. All terms of the bid shall be incorporated herein as if expressly set forth in this agreement except to the extent that such provisions are in conflict with or contravene any provision herein, In the event of such conflict, the terms in this agreement shall govern.

#### **ARTICLE IV – PRICING, INVOICES, AND PAYMENT**

- A. City shall pay Supplier for all Products ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the price or prices specified for each such Product on Exhibit B. Unless Exhibit B or Supplier's Proposal expressly provides otherwise, the discount off list schedule for Products set forth on Exhibit B hereto shall remained fixed for the entire term of the agreement but manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Unless otherwise directed by City for expedited orders, Supplier shall utilize such common carrier for the delivery of Products as Supplier may select; provided, however, that for expedited orders Supplier shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Supplier for its own account or for the account of any other similarly situated customer of Supplier.
- B. Supplier shall submit original invoices to the City in form and substance and format reasonably acceptable to the City. All invoices must reference the City's Purchase Order number, contain an itemization of amounts for Products purchased during the applicable invoice period and any other information reasonably requested by the City, and must otherwise comply with the provisions of this Agreement and such reasonable requirements as may be prescribed by the City from time to time. Invoices shall be addressed as directed by the City.
- C. Prompt payment discounts offered of less than fifteen (15) calendar days will not be considered in evaluating bids for award. However, offered discounts of less than fifteen (15) days may be taken if payment is made within the discount period. In the absence of discount terms, invoices shall be net thirty (30) days from the date of material/service acceptance or invoice receipt, whichever is later.
- D. Unless Exhibit B or Supplier's Proposal expressly provides otherwise, the prices specified on Exhibit B include (i) all taxes and duties of any kind which Supplier is required to pay with respect to the sale of Products covered by this Agreement and (ii) all charges for packing, packaging and loading.
- E. Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs and subject to Exhibit B, Supplier shall offer delivery and/or shipping free of costs.
- F. City shall not be responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provision of the Products, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Exhibit B expressly requires the City to reimburse Supplier for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Exhibit B, City shall not be responsible for any such reimbursement

unless the expenses to be reimbursed are (i) approved, in each instance, in advance by the City; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that City may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Supplier to utilize suppliers or service providers prescribed by the City, which may include suppliers or service providers which are affiliated with the City.

- G. Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from the City.
- H. Unless otherwise specified, acceptance will be at destination and will be made by an authorized employee or representative of the City. Until delivery and acceptance, risk of loss is the supplier's responsibility.

## **ARTICLE V - ETHICS**

### **A. Financial Interests of Supplier**

1. Supplier is designated as an FPPC Filer. If Supplier is designated on Exhibit A, as an "FPPC filer," Supplier is deemed to be a "Supplier" for the purposes of the Political Reform Act conflict of interest and disclosure provisions, and shall report economic interests to the City Clerk on the required Statement of Economic Interests in such reporting categories as are specified in Exhibit A, or if none are specified, then as determined by the City Attorney.
2. No Participation in Decision. Regardless of whether Supplier is designated as an FPPC Filer, Supplier shall not make, or participate in making or in any way attempt to use Supplier's position to influence a governmental decision in which Supplier knows or has reason to know Supplier has a financial interest other than the compensation promised by this Agreement.
3. Search to Determine Economic Interests. Regardless of whether Supplier is designated as an FPPC Filer, Supplier warrants and represents that Supplier has diligently conducted a search and inventory of Supplier's economic interests, as the term is used in the regulations promulgated by the Fair Political Practices Commission, and has determined that Supplier does not, to the best of Supplier's knowledge, have an economic interest which would conflict with Supplier's duties under this Agreement.
4. Promise Not to Acquire Conflicting Interests. Regardless of whether Supplier is designated as an FPPC Filer, Supplier further warrants and represents that Supplier will not acquire, obtain, or assume an economic interest during the term of this Agreement which would constitute a conflict of interest as prohibited by the Fair Political Practices Act.
5. Duty to Advice of Conflicting Interests. Regardless of whether Supplier is designated as an FPPC Filer, Supplier further warrants and represents that Supplier will immediately



advise the City Attorney if Supplier learns of an economic interest of Supplier's that may result in a conflict of interest for the purpose of the Fair Political Practices Act, and regulations promulgated thereunder.

6. Specific Warranties Against Economic Interests. Supplier warrants, represents and agrees that:
- a. No promise of future employment, remuneration, consideration, gratuity or other reward or gain has been made to Supplier or Supplier Associates in connection with Supplier's performance of this Agreement. Supplier promises to advise City of any such promise that may be made during the Term of this Agreement, or for twelve months thereafter.
  - b. Supplier Associates shall not acquire any such Prohibited Interest within the Term of this Agreement, or for twelve months after the expiration of this Agreement, except with the written permission of City.
  - c. Supplier may not conduct or solicit any business for any party to this Agreement, or for any third party that may be in conflict with Supplier's responsibilities under this Agreement, except with the written permission of City.

## **ARTICLE VI - RISK OF LOSS AND PASSAGE OF TITLE**

Supplier shall have the risk of loss of or damage to any Products until passage of title to the City. City shall have the risk of loss of or damage to the Products after title has passed to the City. Title to Products shall not transfer until the Products have been delivered to and accepted by the City at City's Destination.

## **ARTICLE VII - INDEMNIFICATION**

Supplier agrees that it shall indemnify, defend and hold harmless the City, its respective officials, directors, employees and agents (collectively, the "Indemnities"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Supplier in this Agreement, (ii) any failure by Supplier to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Supplier, any subcontractor of Supplier, or any of their respective employees or agents, (iv) any failure of Supplier, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier under this Agreement or Supplier's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, the City or its officials, directors,

employees, agents or contractors. In addition, Supplier shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Supplier by the City. The provisions of this Article shall survive the expiration or termination of this Agreement.

LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **ARTICLE VIII - TERMINATION OF AGREEMENT**

- A. **Termination for Cause.** The City may terminate this agreement and be relieved of any consideration to the Supplier should Supplier fail to perform in the manner herein described.
- B. **Termination of Agreement for Convenience of City.** City may terminate this agreement for any reason, without penalty, upon giving thirty (30) days written notice to the Supplier. In the event of termination, the full extent of City liability shall be limited to payment for materials and/or services authorized by and received to the satisfaction of the City.

### **ARTICLE IX - DELIVERY REQUIREMENTS**

TIME IS OF THE ESSENCE WITH RESPECT TO EACH PURCHASE ORDER ISSUED HEREUNDER. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Supplier shall promptly notify the City in writing. Except as otherwise provided in this Agreement, if Supplier does not comply with the applicable delivery schedule, in addition to any other remedies it may have, City may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Supplier without additional cost to the City. It is Supplier's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Supplier.

### **ARTICLE X - RIGHT TO AUDIT**

Subject to Supplier's reasonable security and confidentiality procedures, City, or any third party retained by the City, may at any time upon prior reasonable notice to Supplier, during normal business hours, audit the books, records and accounts of Supplier to the extent that such books, records and accounts pertain to sale of any Products hereunder or otherwise relate to the performance of this Agreement by Supplier. Supplier shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. City's rights hereunder shall survive the expiration or termination of this Agreement.

for a period of three (3) years after the date of such expiration or termination and the City shall continue to have the right to audit during such period.

## **ARTICLE XI - MISCELLANEOUS PROVISIONS**

- A. In the event of a dispute, both parties agree to discuss the issue, ascertain the facts, and work together in good faith to arrive at an equitable and mutually acceptable solution. Should the parties fail to resolve the dispute and litigation ensues, it is agreed that the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorney's fees and court costs incurred. The "prevailing party" shall be deemed to be the party who is awarded substantially the relief sought.
- B. Any Information deemed confidential or proprietary by Supplier shall be clearly identified. Such information will be protected and treated with confidentiality only to the extent permitted by law. Otherwise, information provided shall be considered public record.
- C. Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement, against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by City in the implementation of same. Upon request by City, Supplier shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.
- D. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement as the places of business for each of the designated parties.
- E. Integration. This Agreement, together with any other written document referred to or contemplated in it, embody the entire Agreement and understanding between the parties relating to the subject matter hereof. Neither this Agreement nor any provision of it may be amended, modified, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
- F. Capacity of Parties. Each signatory and party to this Agreement warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all necessary resolutions or other actions have been taken so as to enable it to enter into this Agreement.
- G. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County,

State of California, and if applicable, the City of Chula Vista, or as close thereto as possible.  
Venue for this Agreement, and performance under it, shall be the City of Chula Vista.

(End of page. Next page is signature page.)

**Agreement between  
City of Chula Vista  
and  
AFECO, Inc., doing business as Fire Etc.  
To Purchase Various Fire and Emergency Equipment and Supplies**

IN WITNESS WHEREOF, City and Supplier have executed this Agreement, indicating that they have read and understood same, and indicate their full and complete consent to its terms:

City of Chula Vista

By: \_\_\_\_\_  
Suzi Brooks, Purchasing Agent

Attest:

\_\_\_\_\_  
Donna Norris, City Clerk

Approved as to form:

 *DAVID FOR 66*  
\_\_\_\_\_  
Glen R. Googins, City Attorney

AFECO, Inc., doing business as Fire Etc.


By:  \_\_\_\_\_  
Scott Estrada, Vice President

Exhibit List to Agreement:    Exhibit A  
   Exhibit B

**Exhibit A**  
**to**  
**Agreement between**  
**City of Chula Vista**  
**and**  
**AFECO, Inc., doing business as Fire Etc.**

1. Effective Date: The Agreement shall take effect upon full execution of the Agreement, as of the effective date stated on page 1 of the Agreement.

2. City-Related Entity:

☒ City of Chula Vista, a municipal chartered corporation of the State of California

☐ The Chula Vista Public Financing Authority, a

\_\_\_\_\_

☐ The Chula Vista Industrial Development Authority, a

\_\_\_\_\_

☐ Other: \_\_\_\_\_, a [insert business form]

(City)

3. Place of Business for City:

City of Chula Vista  
Fire Department  
276 Fourth Avenue, Building C  
Chula Vista, CA 91910-2631

4. Supplier:

AFECO, Inc., doing business as Fire Etc.  
2190 Main Street  
San Diego, CA 92113-2218

5. Business Form of Supplier:

☐ Sole Proprietorship

☐ Partnership

☒ Corporation

6. Place of Business, Telephone and Fax Number of Supplier:

AFECO, Inc., doing business as Fire Etc.

2190 Main Street  
San Diego, CA 92113-2218  
Phone: (619) 525-7286  
Fax: (619) 525-7288  
Email: estrada@fire-etc.com (for product questions)  
andrea@fire-etc.com (for billing questions)

a. **General:**

The Supplier is in the business of selling Fire and Emergency Equipment and Supplies, and related products and services. The City of Chula Vista Fire Department desires to purchase these products and services at a price agreed upon and competitive with other suppliers that provides similar products.

8. Contract Administrators:

City: Madeline Smith  
Principal Management Analyst  
(619) 409-5858

Supplier: Scott Estrada  
Vice President  
(619) 525-7286

9. Bill Processing:

a. Supplier's billing to be submitted to the City: Invoice as product is provided.

b. Supplier will mail or email the bill to the City on:

( ) First of the Month

( ) 15th Day of each Month

( ) End of the Month

(X) Other: Invoices for items picked up or delivered, will be mailed to billing address within 5 days of Sale with Net 30 days terms.

c. A purchase order number will be assigned after approval of this agreement. A new Purchase Order will be issued at the beginning of each fiscal year (July) and sent to the supplier.





# QUOTE

**Bill To:** Chula Vista Fire Fighters Association  
 Chula Vista Fire Fighters Association  
 P.O. Box 697  
 Chula Vista, CA 91910

Qty	Item #	Part Number	Description 2	AttrSize	Price	Ext Price
1	2551	85009	Forest Fire Torch, Fusee, Case of 72		\$263.10	\$263.10
1	13944	BT3015	Zippers for model 3003 - fits sizes 10 and up, 10 HOLE Per Pair		\$35.00	\$35.00
1	16630	IA100N48RED	SUSPENDERS WITH LEATHER TABS MADE OF RED ELASTICRed FE		\$15.00	\$15.00
1	11723	20061	First In Wildfire Brush Belt Wildland Gear 20061	BlacONE SIZE FI	\$12.48	\$12.48
1	18057	LK27P	MSA CAIRNS PART NO. LK27P HEADBAND AND RATCHET Flan LINER - ECONOMY FLANNEL FOR TRADITIONAL HELMETS		\$27.50	\$27.50
1	20562	AK92	AK92 Vehicle Lock Out Kit		\$245.00	\$245.00
1	27948		AO-10 Original Slim Jim		\$15.00	\$15.00
1	17636	Traditional2	Traditonal 2 - Magnets Set. Magnets For Traditional Helmet (2) Piece Set		\$15.00	\$15.00
1	23852	BT-32	3" x 1000FT (3 Mil) RED and WHITE Stripe //// (at 45 degree)	3" 1000 FT	\$18.95	\$18.95
1	16854		3"x1M' Hvy Wgt "FIRE LINE DO NOT CROSS" BARRICADE PLA TAPE BK/YL		\$19.95	\$19.95
1	20376	Styles23	MSA LEATHER ID SHIELD 6", STYLE 23 FOR FIREFIGHTER HELMET	Blac6 inch	\$44.86	\$44.86
1	31179	10009971	Confidence plus BA Cleaner		\$38.00	\$38.00
1	2295	00100	AMEREX MOEL 240 - 2 1/2 GAL PRESSURIZED WATER FIRE EXTINGUISHER, U/L RATING 2A	2.5 gal	\$98.00	\$98.00
1	14533		Super Hanger	Yell	\$7.99	\$7.99
1	14613	L88Y	Mayday 6" Yellow Glow Stick , 12 hour glow	Yell6 inch	\$2.00	\$2.00
1	14654	5002	SHELBY 5002 WILDLAND GLOVE TAN/BLACK PIG SKIN, MEETS NFPA 1977, 2005 EDITION, SIZE XL MADE IN THE USA	TanXL	\$45.00	\$45.00
1	21672		28" Traffic Cone with Double Reflective Marking 7 lb. Base	Ora28"	\$32.00	\$32.00
1	2437	9451S10	AirBoss Firefighter Structure Boot	12 W	\$159.00	\$159.00
1	4954	803-3004	PACIFIC R3 KIWI RESCUE HELMET, BLACK	Blac	\$225.00	\$225.00
1	14768	740-0287	ESS X-Tricator Wildland Goggles, ANSI Z87 / OSHA Wildland Fire & Technical Rescue Goggles, Snap-On/Snap-Off mounting brackets & tear off lenses		\$38.50	\$38.50
1	21534	E87P2	Petzl MYO RXP Belt high-output headlamp, 3 lighting levels, Boost mode,		\$88.00	\$88.00

# QUOTE

Qty	Item #	Part Number	Description 2	AttrSize	Price	Ext Price
1	14574	99075	Wide Angle lens and remote battery pack.	Blac	\$5.00	\$5.00

	Subtotal:	\$1,450.33
Local Sales Tax	8 % Tax:	+ \$116.03
	TOTAL:	\$1,566.36

Certified Small Business  
Veteran Owned and Employed

# QUOTE

**Bill To:** Chula Vista Fire Department  
 Chula Vista Fire Department  
 Attn: Accounts Payable  
 Chula Vista, CA 91910  
 619-476-5376 3237

**Ship To:** Chula Visat Fire Dept. St. 2  
 Ray  
 80 East J Street  
 Chula Vista, CA 91910  
 619-476-5376 3237

Qty	Item #	Part Number	Description 2	AttrSize	Price	Ext Price
1	21664		28" Traffic Cone with Double ...	Ora28 inch	\$52.00	\$52.00
1	28201	3715	3715 Right Angle Light		\$110.00	\$110.00
1	20828	24618	Bullard Wildland Fire Fighters' Helmet Full Brim Ratchet, Whi Model FH911HR		\$58.00	\$58.00
1	12756	CTRD515211231A0A0	Chula Vista Fire Cairns 880 Helmet, Black, ESS Innerzone 2 Goggles, Flannel Headband Liner, LCP Crown Pad, Nomex Earlaps, 6" Carved Eagle, Nomex Chinstrap with quick release and postmans slide, Scotchlite Standard, Lime Yellow Trim Color	Blk	\$235.20	\$235.20
1	6305	281203	CMC 281203 STATIC-PRO LIFE...	RED	\$1.38	\$1.38
1	6427	333000	CMC 333000 RESCUE MPD - MULT...		\$565.63	\$565.63
1	23657	ALPHAX	Dragon Fire ALPHA X Gloves	Gau	\$59.00	\$59.00
1	18148		FireChoke Class A Foam 5 Gallon, SQUARE PAILS	5 Gallon	\$95.50	\$95.50
1	11652	97081	First In Command Pack Fire Gear 97081	Blad-32"xW-1	\$96.00	\$96.00
1	30073		Forest Back Fire Fusee 10 MIN		\$3.75	\$3.75
1	6163	202112	HARNESS, RESCUE, CMC RESCUE	SMALL	\$165.00	\$165.00
1	6164	202114	HARNESS, RESCUE, CMC RESCUE	REG	\$165.00	\$165.00
1	6165	202115	HARNESS, RESCUE, CMC RESCUE	X-LRG	\$165.00	\$165.00
1	13997	BT3003	Pro Warrington 3003 8" Leather Station Boot Size	Blac	\$242.00	\$242.00
1	14030	BT5006	Pro Warrington 5006-14" Structure Boots Power Toe, Power Heel	Blac	\$365.00	\$365.00
1	22268	Zipper8	Redback Replacement Zippers f...		\$18.00	\$18.00
1	6434	341000	RESCUSCENDER, PETZL		\$60.00	\$60.00
1	11540	215-10	Ringers Heavy Duty Gloves 215	YellL	\$31.00	\$31.00
1	16124	740-0283	The Striketeam XTOTM features closed-cell face padding Wil for maximum durability and ease of cleaning. The Striketeam XTO is compliant with wildland fire equipment performance Compliant With: NFPA 1500-2007 Edition, ANSI Z87.1-2010, CE EN 166 B, U.S. Federal OSHA		\$28.00	\$28.00
1	28037	BT6006	USAR Technical Rescue Recovery Boot, 8 inch, Utility BootBlac10.5EE 6006		\$386.65	\$386.65

## QUOTE

Qty	Item #	Part Number	Description 2	AttrSize	Price	Ext Price
1	20348		White's Boot Oil 16.oz	16 oz.	\$12.00	\$12.00
1	15386	400V	Whites Smoke Jumper 10" Wildland Boots 400V, Leather, Blac Color - Black, Size		\$385.00	\$385.00

	Subtotal:	\$3,299.11
Local Sales Tax	8 % Tax:	+ \$263.93
	TOTAL:	\$3,563.04

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