



February 2, 2022

AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Agency*

*Congestion Management
Agency*

Ladies/Gentlemen:

**SUBJECT: REQUEST FOR QUOTATION (RFQ) 3-2252
“Industrial Electrical Motors”**

The Orange County Transportation Authority requests quotes for industrial electrical motors.

The budget for this effort is \$40,000.00 for a one (1)-year term.

Quotes must be submitted on **Exhibit C, entitled “Price Summary Sheet”** at or before **11:00 a.m., February 22, 2022** via Email to raninzo@octa.net specifying the following on the **subject line**:

“RFQ 3-2252, Industrial Electrical Motors”

Quotes received after the date and time specified will not be accepted. Questions and clarifications shall be submitted in writing to raninzo@octa.net no later than 4:00 p.m., February 10, 2023. On the Email subject line, please specify: **“RFQ 3-2252 - Written Questions”**. Responses will be posted no later than February 15, 2023.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net/>.

The successful firm will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

Firms must submit pricing on all line items on Exhibit C in order to be considered responsive.

Any contract or purchase order awarded as a result of this RFQ 3-2252 will be to the overall lowest responsive and responsible bidder. If there are any questions, please email raninzo@octa.net.

Enclosures:

Exhibit A – Scope of Work

Exhibit B – Quotation Form

Exhibit C – Price Summary Sheet

Exhibit D – Insurance Requirements

Exhibit E – Level 1: Health, Safety and Environmental Specifications

Exhibit F – General Provisions

SCOPE OF WORK
Industrial Electrical Motors

GENERAL DESCRIPTION:

The Orange County Transportation Authority (Authority) requires a qualified contractor to provide industrial electrical motors on an as-needed basis to the Authority's locations. Orders shall be approved by the Material Management Planner or a designee.

REQUIRED SERVICES:

- Vendor shall deliver or ship industrial electrical motors within five (5) days after receipt of order.
- Delivery hours shall be between 7:00 a.m. and 5:00 p.m. Monday through Friday. No weekend deliveries shall be permitted unless requested by the Authority.
- Items not listed on the price summary sheet shall be approved by the Authority's representative prior to shipping.
- All parts shall be new, no rebuilt parts accepted.
- Vendor shall provide proof of regulatory compliance for each motor ordered prior to delivery.
- All parts shall be identified properly, to include the manufacturer number and description. The Authority reserves the right to return at no cost to the Authority items shipped in error, damaged from supplier, over or duplicated shipments or incorrect parts.
- The Authority does not guarantee the purchase of any estimated amount during the contract period.

WARRANTY:

Vendor shall in addition to its separate warranties and obligations provide a pass-through manufacturer's warranty. Vendor shall be responsible for both separate and pass-through warranties.

DELIVERY LOCATIONS:

Vendor shall supply products supplied under the Blanket Purchase Order as required for the Authority's locations as listed below:

- 4301 West MacArthur Boulevard, Santa Ana, CA 92704
- 11790 Cardinal Circle, Garden Grove, CA 92843
- 1717 East Via Burton, Anaheim, CA 92806
- 14736 Sand Canyon Road, Irvine, CA 92618
- 16281 Construction Circle West, Irvine, CA 92606

No trip, travel time, or fuel surcharges shall be permitted.

QUOTATION FORM

REQUEST FOR QUOTES (RFQ): 3-2252

DESCRIPTION OF WORK: Industrial Electrical Motors

BIDDER'S NAME AND ADDRESS _____

NAME OF AUTHORIZED REPRESENTATIVE _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON AUTHORIZED TO BIND QUOTE: _____

SIGNATOR'S NAME AND TITLE: _____

DATE SIGNED: _____

Purchase Order

Effective April 1, 2023 through March 31, 2024 for a one (1)-year term for the Orange County Transportation Authority requirements for industrial electrical motors. Prices quoted shall remain firm for the term of the Blanket Purchase Order.

By submitting a Quote, Firm agrees to the terms and conditions as stated in Exhibit D "Insurance Requirements", Exhibit E "Level 1: Health, Safety and Environmental Specifications", and Exhibit F "Orange County Transportation Authority – General Provisions" which by this reference are incorporated herein.

Evaluation for Award

The Authority shall award to the lowest, responsive, responsible Firm.

Firm must quote all items on Exhibit C, Price Summary Sheet, or shall be deemed non-responsive.

This quotation shall remain firm for _____ days from the date of quote.
(Minimum 120)

IF NOT QUOTING, PLEASE LIST REASON(S) BELOW

PRICE SUMMARY SHEET

Enter below the proposed fully-burdened firm-fixed price. All pricing shall include direct costs, taxes, profits. The Authority's intention is to award a firm-fixed blanket purchase order for a one (1)-year term. Estimated quantities listed below are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the Authority. Contractor agrees to supply the items requested on as-needed basis to the Authority, at the rate listed in this Blanket Purchase Order, regardless of quantity requested.

Item	Mfg. Name	Mfg. Part No.	Description	Estimated Annual Usage	UOM	Unit Price	Extended Unit Price
1	Leeson	116595.00	Motor - 3HP 1740RPM 56HZ DP 3PH	1	EA		
2	Leeson	115828.00	Motor - 2HP 1725RPM 56HZ TEFC 3PH	1	EA		
3	Trane	KIT2590	Motor - Combustion Blower	1	EA		
4	Dayton	4YFJ7	Unit Bearing Motor	1	EA		
5	Carrier	HC39GE238A	Fan Motor	1	EA		
6	Carrier	HC30GL460	Inducer Motor	1	EA		
7	Carrier	HD56FL651	Indoor Fan Motor	1	EA		
8	Marathon	Y467A	Motor	1	EA		
9	Marathon	G657	Motor	1	EA		
10	Fasco	D402	Motor, 3.3"	1	EA		
11	Fasco	D116	Motor, 4.4"	1	EA		
12	Greenheck	301638.00	Motor	1	EA		
13	Greenheck	313224.00	Motor	1	EA		
14	Baldor	EM3313T	Motor	1	EA		

Item	Mfg. Name	Mfg. Part No.	Description	Est. Annual Usage	UOM	Unit Price	Extended Unit Price
15	Baldor	EM4103T	Motor	1	EA		
16	Baldor	M3538	Motor	1	EA		
17	Baldor	M3542	Motor	1	EA		
18	AO Smith	GF2024	Motor	1	EA		
19	AO Smith	486A	Motor	1	EA		
20	AO Smith	E217V1	Motor	1	EA		
21	WEG	.7518OT3E56-S	Motor	1	EA		
Total						\$	
Santa Ana Sales Tax 9.25%						\$	
Lump Sum Total						\$	

MISCELLANEOUS ITEM DISCOUNT:

Miscellaneous items not listed above may be purchased against the Contract. Bidder shall provide the Authority with a quote and obtain written approval from the Authority with for all miscellaneous materials, parts and shop supplies prior to placing order. Pricing shall be based on the most current published pricing, catalog or other source, less bidder's discount listed below. Bidder shall provide the list price and discount price on all invoice(s) for all miscellaneous items.

Percent discount off publishes price list: _____%

**** For cost analysis purposes, the percent discount above will be weighted at 5% and the lump sum total price quoted for One Year Term will be weighted at 95%. Award will be made to the responsive, responsible firm with the lowest sum of the weighted amount.*

PRICE INCREASES/DECREASES:

No price increases will be permitted during the term of the Blanket Purchase Order. All price decreases will automatically be extended to Authority. Authority requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advanced notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Authority may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Blanket Purchase Order. Adjustments increasing the Bidder's profit will not be allowed.

FIRM DISCOUNT AND PRICE STRUCTURE:

Bidder guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for Blanket Purchase Order not otherwise specified and provided for services of equal or lesser scope. Bidder agrees that no price increases shall be passed along to Authority during the term of this within this Blanket Purchase Order.

Insurance Requirements

- A. CONTRACTOR shall procure and maintain insurance coverage during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:
1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate;
 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a minimum combined single limit of \$1,000,000.00;
 3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and
 4. Employers' Liability with minimum limits of \$1,000,000.00.
- B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by the Authority prior to contract award. Proof of insurance coverage must be received by Authority, prior to contract execution. The Authority, its officers, directors, employees and agents must be designated as ***an additional insured*** on the commercial general liability certificate.
- C. CONTRACTOR shall include on the face of the Certificate of Insurance the Purchase Order Number C32252; and, the Buyer's Name, Rhea Aninzo.
- D. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications or cancellation of any required insurance policies.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**PART I – GENERAL****1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
 - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

Orange County Transportation Authority - GENERAL PROVISIONS

1. **INSPECTION AND ACCEPTANCE** - All items are subject to final inspection and acceptance by AUTHORITY at destination notwithstanding any payment, passage of title, or prior inspection or test at SELLER's facilities. Final inspection will be made within a reasonable time after receipt of items hereunder. SELLER shall notify AUTHORITY of any known nonconforming product that is expected to be delivered or has been delivered. AUTHORITY shall have authority to approve or refuse identified nonconforming product. Defective goods may be returned at SELLER's expense.
2. **CHANGES** - By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished by SELLER. If any such change causes an increase or decrease in the price of this agreement or in the time required for its performance, SELLER or AUTHORITY shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing herein shall excuse SELLER from proceeding immediately with the agreement as changed.
3. **DEFAULT AND EXCESS REPROCUREMENT LIABILITY** - AUTHORITY may terminate this agreement if a federal or state proceeding for the relief of debtors is undertaken by or against SELLER, or if SELLER makes an assignment for the benefit of creditors, or if SELLER fails after reasonable notice by AUTHORITY to cure a deficiency in performance or lack of progress thereto. AUTHORITY shall have such additional remedies as may be available whether or not it so terminates this agreement, including, but not limited to, payment by SELLER to AUTHORITY of expenses incurred by AUTHORITY in reprocurring elsewhere the same or similar items or services defaulted by SELLER hereunder, provided SELLER's reprocurement expenses obligation shall be limited to the excess costs above the price specified herein for such items or services.
4. **INDEMNIFICATION** - SELLER shall indemnify, defend, and hold harmless AUTHORITY from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or suppliers in connection with the performance of this agreement.
5. **ASSIGNMENTS AND SUBCONTRACTS** - Neither this agreement nor any interest herein nor claim hereunder may be assigned by SELLER, either voluntarily or by operation of law, nor may all or substantially all of the agreement be subcontracted by SELLER without AUTHORITY's prior written consent. AUTHORITY's withholding of consent shall not be deemed to relieve SELLER of its obligations to comply fully with the requirements hereof.
6. **FEDERAL, STATE, AND LOCAL LAWS** - SELLER warrants that, in the performance of this agreement, it shall comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder.
7. **INFRINGEMENT INDEMNITY** - In lieu of any other warranty by AUTHORITY or SELLER against infringement, statutory or otherwise, it is agreed that SELLER shall defend, at its expense, any claim or suit against AUTHORITY based on a claim that any item furnished under this agreement or the normal use or sale thereof infringes any United States Letters patent or copyright, and SELLER shall pay all costs and damages finally awarded in any such suit or claim, provided that SELLER is notified in writing of the suit or claim and given authority, information, assistance at SELLER's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, SELLER, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY, and extend this patent indemnity hereto.
8. **TITLE AND RISK OF LOSS** - Unless otherwise provided in this agreement, SELLER shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein, and upon such delivery, title shall pass from SELLER, and SELLER's responsibility for loss or damage shall cease, except for loss or damage resulting from SELLER's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by AUTHORITY.
9. **NOTICE OF LABOR DISPUTE** - Whenever SELLER has knowledge that any actual or potential labor dispute may delay this agreement, SELLER shall immediately notify and submit all relevant information to AUTHORITY. SELLER shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay this agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

10. **EQUAL EMPLOYMENT OPPORTUNITY** - In connection with the execution of this agreement, the SELLER shall not discriminate against any employee or applicant because of race, religion, color, sex or national origin. The SELLER shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include pay, or other forms of compensation and selection for training, including apprenticeship.
11. **TERMINATION FOR CONVENIENCE** - AUTHORITY may terminate this agreement for its convenience at any time, in whole or in part, by giving written notice to SELLER of such termination, effective on the date of such notice. Upon receipt of said notice, SELLER shall immediately take action not to incur any further obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities. AUTHORITY shall pay SELLER its allowable costs incurred to date of termination and those costs determined by AUTHORITY to be reasonably necessary to effect such termination. All finished or unfinished documents and other materials procured or produced by SELLER hereunder shall, at the option of AUTHORITY, become AUTHORITY property upon the date of such termination.
12. **AUDIT AND INSPECTION OF RECORDS** - SELLER shall provide AUTHORITY such access to SELLER's books, records, and facilities as may be deemed necessary to examine, audit, and inspect all work data, documents, and activities related to the goods or services described herein. SELLER shall maintain such books, records, data and documents on a generally accepted accounting basis and shall clearly identify and make such items readily accessible to such parties during SELLER's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY hereunder.
13. **TIME IS OF THE ESSENCE** - Time is of the essence in the performance of this agreement. SELLER's delivery of the items and related data and/or documentation and/or performance of required services in accordance with the schedule are a material requirement of this agreement.
14. **WARRANTY** - SELLER warrants to AUTHORITY, its successors and customers that all items furnished to AUTHORITY will be free from defects in material and workmanship, will conform to applicable drawings, designs, specifications and samples, will meet all functional and performance requirements and, to the extent this order calls for services to be performed, that such services will be free from defects in workmanship, will meet all of the requirements of this agreement and will be performed to the highest standards of workmanship in the industry. These warranties are in addition to all other warranties, express, implied or statutory. In addition, the warranties set forth in this section shall survive any inspection, delivery, acceptance or payment by AUTHORITY.
15. **FORCE MAJEURE** - Either party shall be excused from performing its obligations under this agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
16. **GOVERNING LAW** - The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this agreement.
17. **SEVERABILITY** - If any term, provision, covenant or condition of this agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby, and each term, provision, covenant or condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.
18. **NOTICES** - All notices hereunder and communications regarding the interpretation of the terms of this agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in the agreement.
19. **COMPLETE AGREEMENT** - This agreement, the purchase order, and any attachments thereto or referenced therein, constitute the complete and exclusive statement of the term(s) and condition(s) of this agreement between SELLER and AUTHORITY and supersede all prior representations, understandings, and communications.