

Tuesday, April 9, 2024

ROLL CALL:

Mayor/Chairman/President:

Andrew C. Lara

Mayor Pro Tempore/Vice Chairman/Vice President:

John R. Garcia

Councilmembers/Directors/Commissioners:

Gustavo V. Camacho

Erik Lutz

Dr. Monica Sanchez

Meeting jointly and regularly with the Pico Rivera Successor Agency to the Pico Rivera Redevelopment Agency (as needed); Pico Rivera *Housing Assistance Agency (as needed); Pico Rivera Water Authority (as needed); and Public Financing Authority (as needed)

Regular Meeting 6:00 p.m.

Council Chamber

6615 Passons Boulevard

Next Resolution No. 7328

Next Ordinance No. 1184

Next Agreement No. 24-2314

Successor Agency to PRRA

Next Resolution No. SA-24-29

Next Ordinance No. SA-01

Next Agreement No. S24-006

Housing Assistance Agency

Next Resolution No. HA-108

Next Ordinance No. HA-16

Water Authority

Next Resolution No. 24-37

Next Ordinance No. 24-01

Next Agreement No. 24-78

Public Financing Authority

Next Resolution No. PFA-24-13

COMMISSIONERS SCHEDULED TO BE PRESENT:

Robert Martinez, Planning Commission

Gil Perez, Veterans Commission

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION(S):

- Certificates of Recognition for the following Teams:
 - Pico Rivera Dons Gremlin Cheer
 - Pico Rivera Dons Jr. Midget Cheer
 - Pico Rivera Dons Flag Football Gold

PLEASE TURN OFF OR SILENCE CELL PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk's office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged (within 24 to 48 hours' notice).

*Commissioners receive a \$30.00 stipend per each meeting held and attended.

PUBLIC COMMENTS:

IF YOU WOULD LIKE TO COMMENT ON ANY LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residence for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: **1)** respond briefly to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** provide a reference to staff or other resources for factual information; **4)** request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and **5)** direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

CONSENT CALENDAR:

City Council:

1. Minutes:

- City Council regular meeting March 26, 2024

Recommendation: Approve

- Parks and Recreation Commission regular meeting February 8, 2024

Recommendation: Receive and file

2. 14th Warrant Register for the 2023-2024 Fiscal Year.

(700)

Check Numbers: 294171-294282; 13430-13497

Special Check Numbers: None

Recommendation: Approve

3. Award an Agreement to Helpmates Staffing Services, LLC for Temporary Staffing Services.

(500)

Recommendation:

1. Award an agreement to Helpmates Staffing Services, LLC, for temporary staffing services, as authorized under the City's piggyback purchasing procurement procedures in an amount not-to-exceed \$150,000 per fiscal year from April 9, 2024, through June 30, 2026, with the option for two (2), one (1) – year extensions as stated in City of Santa Ana Agreement No. A-2023-122-03.

Agreement No. _____

4. Vehicle and Equipment Purchase Authorization. (700)

Recommendation:

1. Authorize the transfer of “General Fund Reserves – Assigned” via Account No. 100.98.9800-56900 in the amount of \$1,089,702;
2. Appropriate \$1,089,702 in the Equipment Replacement Fund as follows: \$225,000 to Streets Account No. 170.40.4033-57300, \$15,000 to Facilities Account No. 170.40.4031-57300, \$225,000 to Parks Account No. 170.40.4032-57300 and \$624,702 to Fleet Account No. 170.40.4033-57300 for vehicle and equipment purchases;
3. Appropriate \$150,000 in Equipment Replacement Fund No. 40.4033-57300 received from the proceeds from sales of vehicles and equipment; and
4. Authorize the City Manager to execute all documents related to the purchase of the recommended vehicles and equipment.

5. Senior Center Restrooms ADA Improvement Project (CIP No. 50036) – Notice of Completion. (500)

Recommendation:

1. Accept the work as completed for the Senior Center Restrooms ADA Improvement Project, (CIP No. 50036) constructed by Global Builders, Inc. and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder;
2. Authorize the City Manager or designee to release the retention payment to Global Builders, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
3. Appropriate the unused balance of approximately \$42,703 from the fiscal year (FY) 2022-23 Senior Center ADA Restroom Improvement Project (CIP No. 50036) to the Teen Center Renovation Project (CIP No. 50100).

Water Authority:

6. Minutes:

- Water Authority regular meeting March 12, 2024

Recommendation: Approve

7. Approve Purchase of a Case 590SN Tractor Loader Backhoe from Sonsray Machinery, LLC. (700)

Recommendation:

1. Approve the purchase of a 590SN Tractor Loader Backhoe Case Heavy Equipment from Sonsray Machinery, LLC utilizing Cooperative Agreement Contract No. 011723-CNH through Sourcewell in the amount of \$186,000 and authorize the Executive Director to execute all documents related to the purchase of the equipment.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

REGULAR AGENDA: None

CITY MANAGER/STAFF REPORTS

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS)

CLOSED SESSION: None

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Cynthia Ayala, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website www.pico-rivera.org, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 4th, day of April 2024.

Dated this 4th, day of April 2024.

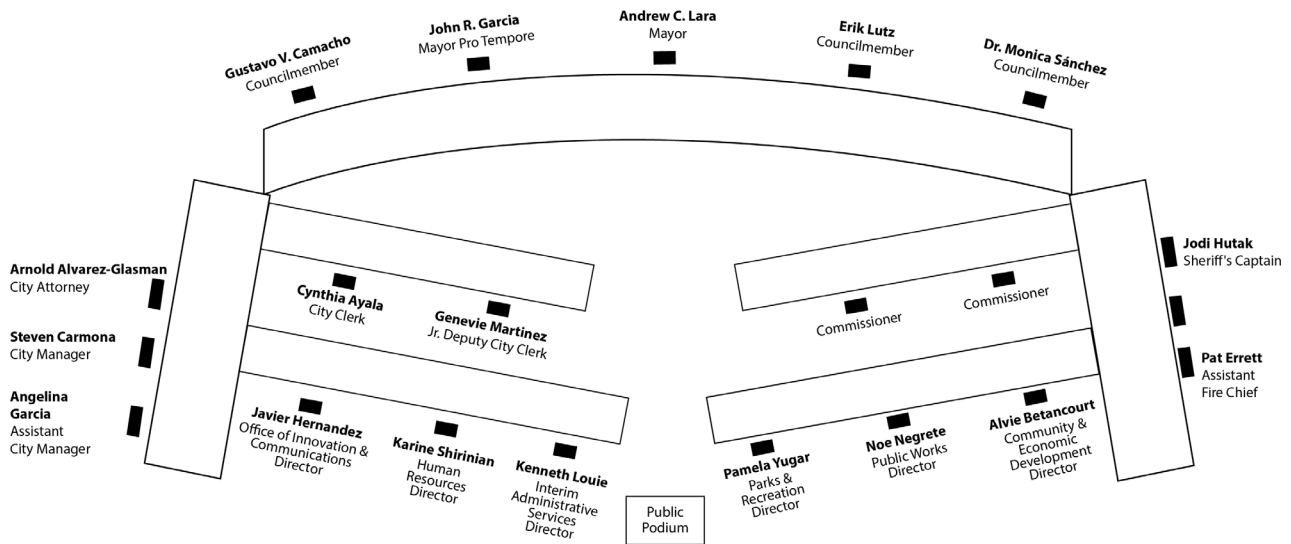
A handwritten signature in cursive script, appearing to read 'C Ayala', is written over a horizontal line.

Cynthia Ayala, CMC
City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the City's website.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.
- A **yellow** Public Hearing Comment Request card must be completed to speak during a Public Hearing.
- A **green** Public Comment Request – Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.
- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).



Tuesday, March 26, 2024

A Regular Meeting of the City Council and Housing Assistance Agency was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor/Chairman Lara called the regular meeting to order at 6:00 p.m. on behalf of the City Council and the Housing Assistance Agency.

PRESENT: Camacho, Garcia, Lutz, Sanchez, Lara

ABSENT: None

*Councilmember Dr. Sanchez arrived at 6:03 p.m.

COMMISSIONERS PRESENT:

- Rocio Estrada, Parks and Recreation Commission
- Bob Perez, Sister City Commission

INVOCATION: Delivered by Imam Malik Tariq Mahmood, President of Ahmadiyya Muslim Community Los Angeles Chapter

PLEDGE OF ALLEGIANCE: Led by Councilmember Lutz

SPECIAL PRESENTATION(S):

- A Proclamation for the Muslim Holy Month of Ramadan beginning March 10, 2024 through April 9, 2024, was presented to the Ahmadiyya Muslim Community Los Angeles Chapter
- Certificates of Recognition were presented to the Pico Rivera Jr. Pee Wee Donnas Cheer Team
- Senator Bob Archuleta's Women of Achievement Presentation

Senator Bob Archuleta gave a brief presentation on the recent *2024 California Making Herstory* event where Pico Rivera resident and long-time business owner of Mario's Tacos, Celia Jimenez was recognized.

PUBLIC HEARING:

Housing Assistance Agency:

1. **Public Hearing – Pico Rivera (Section 8) Public Housing Agency Plan for Fiscal Years 2020-2025.** (1600)

Chairman Lara opened the public hearing and noted that there were no written or oral communications to provide public testimony.

Chairman Lara closed the public hearing.

Motion by Commissioner Camacho, seconded by Vice Chairman Garcia to: 1) Conduct a public hearing for the City of Pico Rivera Housing Assistance Agency's goals, objectives and policies identified on the 5-year Public Housing Agency Plan for fiscal year 2020-2025; and 2) Authorize the City of Pico Rivera Housing Assistance Agency staff to submit the Civil Rights Certification form to the U.S. Department of Housing and Urban Development. Motion carries by the following roll call vote:

AYES: Camacho, Garcia, Lutz, Sanchez, Lara
NOES: None

PUBLIC COMMENTS:

Lauren Talbott, Pico Rivera Library Manager:

- Addressed the City Council regarding library updates and upcoming events for the month of March and April.

Esther Almeida:

- Addressed the City Council regarding the Senior Center facility and acknowledged the great leadership of Supervisor Lizet Olmos.

Lupe Diaz:

- Addressed the City Council regarding the Senior Center facility and acknowledged the great leadership of Supervisor Lizet Olmos.

The following speakers addressed the City Council regarding the Congressional H.Res.786 Resolution relating to ceasefire in Palestine.

1. Lulu Ruiz
2. Armando
3. Fernando
4. Rodolfo
5. Alex Rocha
6. Margaret Pierro

Written communication was received by the following:

Michael Wauschek:

- Addressed the City Council regarding ceasefire in Palestine.

CONSENT CALENDAR ITEMS:

City Council:

2. Minutes:

- Approved City Council regular meeting of March 12, 2024

3. Approved 13th Warrant Register of the 2023-2024 Fiscal Year. (700)
Check Numbers: 294062-294170; 13364-13429

Special Check Numbers: 13404, 13428

4. Second Reading – Adoption of Ordinance No. 1183 Amending Chapter 3.20 Purchasing, of the Pico Rivera Municipal Code. (700)

1. Adopted Ordinance No. 1183 amending Chapter 3.20 *Purchasing*, of the Pico Rivera Municipal Code.

Ordinance No. 1183 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 3.20 *PURCHASING* OF THE PICO RIVERA MUNICIPAL CODE (**SECOND READING AND ADOPTION**)

5. Housing Element Annual Progress Report for the 2023 Reporting Period. (1600)

1. Approved Resolution No. 7325, authorizing the City Manager and/or the designee to file the report with the Governor's Office of Planning and Research and the California Department of Housing and Community Development; and
2. Received and filed the Housing Element Annual Progress Report for Calendar Year 2023.

Resolution No. 7325 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE 2023 HOUSING ELEMENT ANNUAL PROGRESS REPORT AND DIRECTING STAFF TO SUBMIT TO THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)

6. Resolution Authorizing Submittal of an Application for Funding Under the Home Investment Partnerships Program. (700)

1. Approved Resolution No. 7326 authorizing submittal of an application to the California Department of Housing and Community Development under the HOME Investment Partnerships Program's 2022-2023 Notice of Funding Availability.

Resolution No. 7326 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM

7. Approve Appointment of Kenneth L. Louie, Interim Administrative Services Director. (500)

1. Approved Resolution No. 7327, appointing Retired Annuitant Kenneth L. Louie as Interim Director of Administrative Services pursuant to Government Code Sections 7522.56 and 21221; and

2. Approved Amendment No. 1 to Professional Services Agreement No. 24-2292 with Kenneth L. Louie, in an amount not-to-exceed \$150,000 for Interim Administrative Services Director services.

Resolution No. 7327 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE APPOINTMENT OF RETIRED ANNUITANT KENNETH L. LOUIE AS INTERIM DIRECTOR OF ADMINISTRATIVE SERVICES PURSUANT TO GOVERNMENT CODE §7522.56 AND §21221(G)

Agreement No. 24-2292-1

8. Award of Professional Services Agreement with Harris & Associates, Inc. for a Development Impact Fee Study. (500)

1. Awarded a Professional Services Agreement to Harris & Associates, Inc. to prepare a Development Impact Fee Study for an amount not-to-exceed \$57,000; and
2. Authorized the City Manager to execute the Professional Services Agreement with Harris & Associates, Inc., in a form approved by the City Attorney for a term of one (1) year with a second-year extension if required.

Agreement No. 24-2300

9. On-Call Construction Management and Inspection Services – Award Professional Services Agreements. (500)

1. Approved a Professional Services Agreement for a term of five (5) years in the total amount of up to \$2,500,000 to Willdan Engineering to provide on-call construction management and inspection services;
2. Awarded a Professional Services Agreement for a term of five (5) years in the total amount of up to \$2,500,000 to FCG Consultants, Inc. to provide on-call construction management and inspection services;
3. Awarded a Professional Services Agreement for a term of five (5) years in the total amount of up to \$2,500,000 to Fountainhead Consulting Corporation to provide on-call construction management and inspection services;
4. Awarded a Professional Services Agreement for a term of five (5) years in the total amount of up to \$2,500,000 to GK & Associates to provide on-call construction management and inspection services;
5. Awarded a Professional Services Agreement for a term of five (5) years in the total amount of up to \$2,500,000 to Z&K Consultants, Inc. to provide on-call construction management and inspection services;
6. Awarded a Professional Services Agreement for a term of five (5) years in the total amount of up to \$2,500,000 to AKM Consulting Engineers to provide on-call construction management and inspection services;

7. Awarded a Professional Services Agreement for a term of five (5) years in the total amount of up to \$2,500,000 to Gannett Fleming to provide on-call construction management and inspection services;
8. Awarded a Professional Services Agreement for a term of five (5) years in the total amount of up to \$2,500,000 to Southstar Engineering and Consulting, Inc. to provide on-call construction management and inspection services;
9. Awarded a Professional Services Agreement for a term of five (5) years in the total amount of up to \$2,500,000 to NV5, Inc. to provide on-call construction management and inspection services;
10. Awarded a Professional Services Agreement for a term of five (5) years in the total amount of up to \$2,500,000 to Pacifica Services, Inc. to provide on-call construction management and inspection services; and
11. Authorized the City Manager to execute the agreements in a form approved by the City Attorney.

Agreement No. 24-2301

Agreement No. 24-2302

Agreement No. 24-2303

Agreement No. 24-2304

Agreement No. 24-2305

Agreement No. 24-2306

Agreement No. 24-2307

Agreement No. 24-2308

Agreement No. 24-2309

Agreement No. 24-2310

10. Treasurer's Monthly Investment Transaction Report as of February 29, 2024. (700)

1. Received and filed the Treasurer's Monthly Investment Transaction Report as of February 29, 2024.

Housing Assistance Agency:

11. Minutes:

- Received and filed the Housing Assistance Agency regular meeting of March 14, 2023 and special meeting August 22, 2023

Motion by Councilmember/Commissioner Lutz, seconded by Mayor Pro Tem/Vice Chairman Garcia to approve Consent Calendar Item Nos. 2 through 11. Motion carries by the following roll call vote:

AYES: Camacho, Garcia, Lutz, Sanchez, Lara

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER CLARIFICATION: None

REGULAR AGENDA: None

CITY MANAGER/STAFF REPORTS:

City Manager Carmona highlighted the recent \$850,000 in grant funding received for the City of Pico Rivera's Historic Whittier Boulevard Neighborhood Paseos project secured by Congresswoman Linda T. Sanchez.

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

Councilmember Lutz, Councilmember Camacho and Mayor Pro Tem Garcia commented on the grant funding received for the City of Pico Rivera's Historic Whittier Boulevard Neighborhood Paseos project.

Councilmember Camacho reported on behalf of SEAACA announced the upcoming Pet Adoption event; commented on his attendance at the CivicWell Conference and requested a citywide traffic safety assessment; seconded by Mayor Pro Tem Garcia.

Mayor Pro Tem Garcia and Mayor Lara commented on the Smith Park Friendly Senior board installation. Mayor Pro Tem Garcia highlighted the Pico Rivera Go-Getters Opening Day, and the Shade Lane Senior's 64th Anniversary event. He also requested staff to update the current graffiti ordinance; seconded by Mayor Lara.

City Council commented on the recent Opening Day Ceremony's for Rivera Baseball Association (RBA) and Pico Rivera Girls Fastpitch Softball and highlighted the City's Easter Eggstravaganza event.

Mayor Lara reported on his attendance at a recent Mines Avenue Bikeway Project Community meeting and a Mayoral roundtable meeting.

City Attorney Alvarez-Glasman stated that a third Closed Session item regarding Conference with Legal Counsel – Anticipated Litigation be added to the Agenda.

Motion by Councilmember Camacho, seconded by Councilmember Lutz to add item (c) Conference with Legal Counsel – Anticipated Litigation, Government Code section 54956.9 (d)(2) to the agenda. Motion carries by the following roll call vote:

AYES: Camacho, Garcia, Lutz, Sanchez, Lara
NOES: None

Recessed to Closed Session at 7:15 p.m.

ALL CITY COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session at 8:13 p.m.

ALL CITY COUNCIL MEMBERS WERE PRESENT

CLOSED SESSION(S):

a. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representative: City Manager Carmona, Human Resources Director Shirinian, and Assistant City Manager Garcia

Employee Organization: Service Employee International Union Local 721 Full-time, Part-time and Directors Units, and Confidential Employees Association

City Attorney Alvarez-Glasman stated that direction was provided to the City's negotiators; no final action was taken and there was nothing further to report.

b. PUBLIC EMPLOYEE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Position: Director

City Attorney Alvarez-Glasman stated that direction was provided by City Council; no final action was taken and there was nothing further to report.

c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)

One matter related to a bidding matter

City Attorney Alvarez-Glasman stated that City Council received a briefing and direction was provided by City Attorney to bring back at a future meeting; no final action was taken and there was nothing further to report.

ADJOURNMENT:

Mayor/Chairman Lara adjourned the City Council and Housing Assistance Agency meeting at 8:14 p.m. in memory of City resident Von Stroff. There being no objection it was so ordered.

AYES: Camacho, Garcia, Lutz, Sanchez, Lara

NOES: None

Andrew C. Lara, Mayor/Chairman

ATTEST:

Cynthia Ayala, CMC, City Clerk/Authority Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated March 26, 2024 and approved by the City Council on April 9, 2024.

Cynthia Ayala, CMC, City Clerk/Authority Secretary



PARKS AND RECREATION COMMISSION M I N U T E S

Thursday, February 08, 2024

A Regular Meeting of the Parks and Recreation Commission was held in the City Hall Council Chambers, 6615 Passons Blvd, Pico Rivera, California. Chair Estrada Santos called the meeting to order at 6:03 p.m.

PRESENT: Chair, Rocio Estrada Santos, Vice-Chair, Patricia Saucedo, Commissioners Maricela Lizarraga, and Kimberly Garcia

ABSENT: Commissioner Gloria Aguirre

Pledge of Allegiance: Commissioner Kimberly Garcia

PUBLIC COMMENT: None

AGENDA ITEMS:

1. MINUTES:

- Parks and Recreation Commission Meeting of January 11, 2023

Recommendation: Approve

A motion was made by Vice-Chair Saucedo and second by Commissioner Lizarraga to approve the Minutes of January 11, 2023.

2. NEW BUSINESS:

- a) None

3. OLD BUSINESS:

- a) Senior Center Renovation Update
- b) Youth Center Renovation Update
- c) Golf Course Update

4. ORGANIZATION RECOGNITION REVIEW:

None

5. DEPARTMENTAL REPORT:

February			
Date	Time	Event	Location
02/15/2024	4:00pm	Youth Center Renovation Groundbreaking Ceremony	Youth Center
02/22/2024	2:00pm-4:00pm	Senior Center Grand Reopening Dance	Senior Center

a) Director’s Report

Director Pamela Yugar reminded everyone of the extended invitation to our Youth Center Renovation Ground-Breaking event and requested confirmation of attendance. She then expressed the goal for the Youth Center to be open by Mother’s Day, or earlier if possible.

Director Yugar then proceeded to touch base on the restroom project at the Senior Center. She then extended an invitation to the Grand re-opening dance on February 22, 2024.

6. COMMISSIONER REPORTS – Park Facility Issues

- Senior Center - Commissioner Aguirre
- Pico Park - Chair Estrada Santos
- Rio Hondo Park - Commissioner Aguirre
- Streamland Park - Commissioner Lizarraga
- Smith Park - Commissioner Lizarraga
- Rivera Park - Vice-Chair Saucedo/Commissioner Garcia
- Youth Center - Vacant
- Golf Course - Vice-Chair Saucedo

Senior Center: Commissioner Aguirre - Absent

Pico Park: Chair Estrada Santos - Nothing to report.

Rio Hondo Park: Commissioner Aguirre – Nothing to report.

Streamland Park: Commissioner Lizarraga -

Smith Park: Commissioner Lizarraga –

Rivera Park: Commissioner Garcia and Vice-Chair Saucedo - Commented on the park looking good. Director Yugar then advised all the fields were flooded.

Youth Center: Vacant

Golf Course: Vice-Chair Saucedo - Manager James Lara touched base on the golf course new management company. Manager Lara proceeded to share the news of the golf shop revamp. The golf course is looking to install Toptracer to the driving range which is a digital shot tracker. It also has games for entertainment. Manager Lara also covered the construction that is underway on the club house with an anticipated completion date of April 11, 2024. Vice-Chair Saucedo questioned if we are going to lose the golf course when the Army Corp comes to complete their renovations on the dam.

Vice Chair Saucedo asked Director Yugar for Opening Day dates. Analyst Monse Palacios responded with the opening dates for Pony - March 9, 2024, Pico Fast Pitch - March 2, 2024, RBA - March 23, 2024, and Pico Boys - April 6, 2024.

7. CITY COUNCIL MEETING ATTENDANCE REMINDER

a) Kimberly Garcia

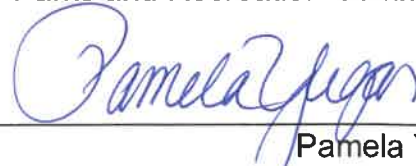
ADJOURNMENT:

The Parks and Recreation Commission Meeting was adjourned at 6:21 p.m. by Vice-Chair Saucedo.

NEXT MEETING DATE: March 14, 2024



Rocio Estrada Santos, Chair Person
Parks and Recreation Commission



Pamela Yugar,
Director of Parks and Recreation



14th WARRANT REGISTER OF THE 2023 - 2024 FISCAL YEAR

MEETING DATE: 04/09/2024

	CHECK DATE	STARTING	ENDING	AMOUNT
CHECK NUMBERS:	03/15/24-03/28/24	294171	294282	\$2,268,038.32
ACH NUMBERS:	03/15/24-03/28/24	13430	13497	\$812,576.81
SPECIAL CHECKS/EFT				
VOIDED CHECKS				
PRE-NOTE				
	TOTAL REGISTER AMOUNT:			\$ 3,080,615.13

AP Warrant Register

From Payment Date: 3/15/2024 - To Payment Date: 3/28/2024

Number	Date	Description	Source	Payee Name	Transaction Amount
CBC GenOpe - CBC General Operating					
<u>Check</u>					
294171	03/18/2024	03/25/2024	Accounts Payable	Bryan Ramirez (DJ Beatdrop)	\$800.00
	Invoice	Description			Amount
	03/23/24	DJ SERVICES FOR EASTER EVENT 03/23/24			\$800.00
294172	03/18/2024	03/21/2024	Accounts Payable	Jacks Candy	\$6,685.00
	Invoice	Description			Amount
	417679	EASTER CANDY FOR EASTER EVENT 03/23/24			\$6,685.00
294173	03/20/2024	03/26/2024	Accounts Payable	ADVANCE AUTO PARTS	\$105.98
	Invoice	Description			Amount
	8810406455068	MECHANIC SHOP SUPPLIES			\$105.98
294174	03/20/2024	03/26/2024	Accounts Payable	ADVANCE AUTO PARTS	\$1,641.10
	Invoice	Description			Amount
	8810407128961	MECHANIC SHOP SUPPLIES			\$59.67
	8810406735359	EQUIPMENT MAINTENANCE AND REPAIR, BOBCAT			\$79.10
	8810406735358	MECHANIC SHOP SUPPLIES			\$158.58
	8810406635352	MECHANIC SHOP SUPPLIES			\$65.26
	8810406635312	MECHANIC SHOP SUPPLIES			\$619.48

AP Warrant Register

From Payment Date: 3/15/2024 - To Payment Date: 3/28/2024

8810406628773		MECHANIC SHOP SUPPLIES			\$635.90
8810406535299		MECHANIC SHOP SUPPLIES			\$23.11
294175	03/20/2024		Accounts Payable	Alan's Lawnmower & Garden Center	\$1,957.18
	Invoice	Description			Amount
	1212547	SMALL TOOLS & EQUIPMENT			\$1,957.18
294176	03/20/2024	03/26/2024	Accounts Payable	Alvarez-Glasman & Colvin	\$44,740.95
	Invoice	Description			Amount
	2023-12-21000	LEGAL SVCS DECEMBER 2023			\$44,740.95
294177	03/20/2024	03/22/2024	Accounts Payable	American Marker	\$2,923.28
	Invoice	Description			Amount
	2339-24	FARMERS MARKET STREET BANNERS			\$2,923.28
294178	03/20/2024		Accounts Payable	Ansafone Contact Center, Labell Exchange & BTE Com	\$201.01
	Invoice	Description			Amount
	240306025101	AFTER HOURS ANSWERING SVC FEBRUARY 2024, WATER DEPT.			\$201.01
294179	03/20/2024	03/25/2024	Accounts Payable	C & W CONSTRUCTION SPECIALTIES, INC.	\$29,552.00
	Invoice	Description			Amount
	23142-1	GUARD RAIL REPAIRS			\$29,552.00

AP Warrant Register

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294180	03/20/2024		Accounts Payable	CardsDirect, Inc.	\$622.68
	Invoice	Description			Amount
	B2738497	SENIOR CENTER EASTER CARDS			\$622.68
294181	03/20/2024		Accounts Payable	Certifix Live Scan	\$200.00
	Invoice	Description			Amount
	85545	PRE-EMPLOYMENT LIVE SCANS 02/02/24-02/21/24			\$200.00
294182	03/20/2024		Accounts Payable	Crocker Signs & Screen Printing	\$260.37
	Invoice	Description			Amount
	54473	VINYL LETTERING FOR PARKING ENFORCEMENT			\$260.37
294183	03/20/2024	03/26/2024	Accounts Payable	DAHLIN GROUP, INC	\$202,814.90
	Invoice	Description			Amount
	2402-093	PROF SVCS THROUGH 02/29/24, PR YOUTH CENTER RENOVATION			\$2,540.00
	2402-092	PROF SVCS THROUGH 02/29/24, SMITH PARK AQUATIC CENTER			\$200,274.90
294184	03/20/2024		Accounts Payable	DE SOTO, CYNTHIA	\$10.00
	Invoice	Description			Amount
	842547	REFUND ON CANCELED DJ PARTY AT SENIOR CENTER			\$10.00

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294185	03/20/2024		Accounts Payable	Department of Water and Power	\$8.33
	Invoice	Description			Amount
	GA434644	Washington/ Paramount Drain & Pipeline - April 2024			\$8.33
294186	03/20/2024		Accounts Payable	DURAZO, ALFRED	\$90.00
	Invoice	Description			Amount
	ADur-WINWk9-24	OFFICIATING SVCS 03/08/24			\$90.00
294187	03/20/2024	03/21/2024	Accounts Payable	El Camino Mexican Grill- Alma Villanueva	\$1,852.20
	Invoice	Description			Amount
	03-CPR203EASTER	STAFF LUNCH FOR EASTER EVENT, 3/23/24			\$1,852.20
294188	03/20/2024	03/25/2024	Accounts Payable	Elisaldez , Louie	\$486.00
	Invoice	Description			Amount
	OWIN24 3-13	WINTER YOUTH BASKETBALL OFFICIALS 81 GAMES			\$486.00
294189	03/20/2024	03/26/2024	Accounts Payable	ELISALDEZ, LOUIS	\$180.00
	Invoice	Description			Amount
	LKEII-WINWk9-24	OFFICIATING SVCS 03/08/24-03/09/24			\$180.00
294190	03/20/2024		Accounts Payable	EMERGENCY VEHICLE SPECIALTIES, EVS INC.	\$6,416.38
	Invoice	Description			Amount

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12633		LIGHT BAR INSTALLATION			\$3,208.19
12632		LIGHT BAR INSTALLATION			\$3,208.19
294191	03/20/2024		Accounts Payable	Ewing Irrigation Products Inc	\$77.04
	Invoice	Description			Amount
	21587032	IRRIGATION SUPPLIES			\$77.04
294192	03/20/2024	03/25/2024	Accounts Payable	Fast 5 Pico Rivera 5, LLC	\$84.00
	Invoice	Description			Amount
	6958	CITY FLEET CAR WASHES FEBRUARY 2024			\$84.00
294193	03/20/2024	03/25/2024	Accounts Payable	Galls Parent Holdings, LLC	\$98.15
	Invoice	Description			Amount
	027233754	JACKET FOR FIELD STAFF			\$98.15
294194	03/20/2024	03/25/2024	Accounts Payable	Industrial Pipe & Steel Company	\$617.24
	Invoice	Description			Amount
	50406	MAINTENANCE SUPPLIES			\$617.24
294195	03/20/2024		Accounts Payable	Infinity Technologies	\$90,373.25
	Invoice	Description			Amount
	2251	ON CALL IT MANAGEMENT FEBRUARY 2024			\$14,201.25

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2288		DATTO SOFTWARE FEBRUARY 2024			\$9,612.00
2289		DATTO SOFTWARE FEBRUARY 2024			\$47,400.00
2252		3DI PERMITTING FEBRUARY 2024			\$4,567.50
1769		GIS COORDINATION SVCS, SEPTEMBER 2023			\$4,385.00
2212		GIS COORDINATION SVCS, FEBRUARY 2024			\$10,207.50
294196	03/20/2024	03/25/2024	Accounts Payable	Inland Empire Stages, LTD	\$2,176.38
	Invoice	Description			Amount
	61506	BUS TRANSPORTATION TO NEWPORT BEACH FOR OEGP 03/16/24			\$2,176.38
294197	03/20/2024		Accounts Payable	JONES, ANDRE	\$180.00
	Invoice	Description			Amount
	AJon-WINWK9-24	OFFICIATING SVCS 03/08/24-03/09/24			\$180.00
294198	03/20/2024		Accounts Payable	Kustom Signals, Inc	\$2,580.67
	Invoice	Description			Amount
	610216	LASER FOR SHERIFF DEPT			\$2,580.67
294199	03/20/2024	03/26/2024	Accounts Payable	L. A. Pressure Supply LLC	\$424.46
	Invoice	Description			Amount
	19337	PRESSURE WASHER AND WAND REPLACEMENT			\$424.46

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Invoice	Description	Amount			
294200	03/20/2024	03/25/2024	Accounts Payable	L.A. County Metropolitan Trans Authority (TAP)	\$19.20
6022228	METRO 30 DAY SENIOR PASS	\$19.20			
294201	03/20/2024	03/21/2024	Accounts Payable	Lino Vallejo	\$140.00
300014337	CAPPO MEMBERSHIP FOR LINO VALLEJO	\$140.00			
294202	03/20/2024	03/25/2024	Accounts Payable	MBC ENTERPRISES INC.	\$80,371.90
PROGRESS PMT 3	PROF SVCS 02/01/24-02/29/24, YOUTH CENTER RENOVATION PROJECT	\$84,602.00			
PROGRESS PMT 3-A	PROF SVCS 02/01/24-02/29/24, YOUTH CENTER RENOVATION PROJECT	(\$4,230.10)			
294203	03/20/2024		Accounts Payable	Minuteman Press	\$115.66
71448	WEEKLY OON1 & OON2 ENROLLMENT NOTICES.	\$115.66			
294204	03/20/2024		Accounts Payable	Nada Bus, Inc	\$1,990.00
51790	BUS TRANSPORTATION TO MINI OLYMPICS 02/28/24	\$1,990.00			
294205	03/20/2024		Accounts Payable	National Association of Housing and Redevelopment, PSWRC	\$91.44

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Invoice	Description	Amount
PSWRCMS2024	2024 PSWRC NAHRO ANNUAL MEMBERSHIP DUE	\$91.44
294206	03/20/2024 Accounts Payable Ollin Strategies	\$7,500.00
Invoice	Description	Amount
242	CONSULTINGS SVCS MARCH 2024	\$7,500.00
294207	03/20/2024 Accounts Payable On The Go DJ Pro, Inc	\$400.00
Invoice	Description	Amount
1273439-A	SENIOR CENTER DJ ENTERTAINMENT 04/17/24	\$400.00
294208	03/20/2024 Accounts Payable Pacific Telemangement Services (PTS)	\$414.00
Invoice	Description	Amount
2116609	PAY PHONES FOR PR CITY HALL & PUBLIC LIBRARY JANUARY 2024	\$138.00
2117878	PAY PHONES FOR PR CITY HALL & PUBLIC LIBRARY FEBRUARY 2024	\$138.00
2119150	PAY PHONES FOR PR CITY HALL & PUBLIC LIBRARY MARCH 2024	\$138.00
294209	03/20/2024 Accounts Payable Paint 'n Pour	\$300.00
Invoice	Description	Amount
117	DEPOSIT FOR SENIOR CENTER SPRING PAINT PARTY 04/23/24	\$300.00
294210	03/20/2024 03/26/2024 Accounts Payable Pico Water District	\$11,671.48

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Invoice	Description	Amount
2024JAN-PICOWD-A	UTILITIES FOR JANUARY 2024	\$4,839.99
2024JAN-PICOWD-B	UTILITIES FOR JANUARY 2024	\$6,798.43
2024JAN-PICOWD-C	UTILITIES FOR JANUARY 2024	\$33.06
294211	03/20/2024 Accounts Payable Quadient Leasing USA, Inc.	\$644.21
Invoice	Description	Amount
60652023	MAINTENANCE AND RENTAL, 1/1/24-3/31/24	\$644.21
294212	03/20/2024 03/25/2024 Accounts Payable REYES, LYDIA	\$10.00
Invoice	Description	Amount
842548	REFUND FOR CANCELLED DJ PARTY AT SENIOR CENTER	\$10.00
294213	03/20/2024 Accounts Payable Roadline Products Inc., USA	\$109.07
Invoice	Description	Amount
19638	MAINTENANCE SUPPLIES	\$109.07
294214	03/20/2024 Accounts Payable Robert Anthony Martinez	\$13.87
Invoice	Description	Amount
PCA030624-RM	PLANNING COMMISSION ACADEMY 03/06/24-03/08/24	\$13.87
294215	03/20/2024 Accounts Payable School Outfitters LLC	\$1,271.96

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Invoice	Description	Amount
INV14117652	FURNITURE FOR YOUTH CENTER (BEAN BAG)	\$465.17
INV14116824	FURNITURE FOR YOUTH CENTER (STOOLS)	\$806.79
294216	03/20/2024 Accounts Payable Southern California Municipal Athletic Federation	\$915.00
Invoice	Description	Amount
030724/PICO	2024 A-C DIVISION ENTRY FEE	\$915.00
294217	03/20/2024 Accounts Payable State of California Dept of Justice	\$256.00
Invoice	Description	Amount
719470	PRE-EMPLOYMENT LIVE SCANS FOR FEBRUARY 2024	\$256.00
294218	03/20/2024 Accounts Payable Target Specialty Products	\$1,064.04
Invoice	Description	Amount
INVP501412094	WEED ABATEMENT FOR STREET DIVISION	\$1,064.04
294219	03/20/2024 Accounts Payable Tetra Tech, Inc	\$5,330.00
Invoice	Description	Amount
52213158	PROF SVCS THROUGH 02/23/24, WATER MAIN REPLACEMENT PROJECTS	\$5,330.00
294220	03/20/2024 Accounts Payable Transtech Engineers, Inc	\$960.00
Invoice	Description	Amount

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20241482			PROF SVCS THROUGH 01/31/24, PR CITY ENGINEERING SVCS		\$960.00
294221	03/20/2024		Accounts Payable	Tripepi, Smith and Associates, Inc.	\$770.72
	Invoice		Description		Amount
	11918		PROFESSIONAL SVCS, MEDIA MANAGEMENT POWER CHOICE MARKETING		\$770.72
294222	03/20/2024		Accounts Payable	Uhaul	\$541.19
	Invoice		Description		Amount
	5403353404		PROPANE FOR ASPHALT MAINTENANCE		\$89.36
	5403389270		PROPANE FOR ASPHALT MAINTENANCE		\$123.61
	5403387220		PROPANE FOR ASPHALT MAINTENANCE		\$328.22
294223	03/20/2024	03/26/2024	Accounts Payable	UNIFIRST CORPORATION	\$290.60
	Invoice		Description		Amount
	2190134821		UNIFORM RENTAL SVCS		\$290.60
294224	03/20/2024	03/26/2024	Accounts Payable	UNIFIRST CORPORATION	\$355.70
	Invoice		Description		Amount
	2190138379		UNIFORM RENTAL SVCS		\$355.70
294225	03/20/2024	03/26/2024	Accounts Payable	United Waterworks, Inc	\$6,254.04
	Invoice		Description		Amount

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S100128632.001	MAINTENANCE SUPPLIES	\$2,858.13
S100128609.001	MAINTENANCE SUPPLIES	\$223.93
S100128400.001	MAINTENANCE SUPPLIES	\$913.70
S100128632.002	MAINTENANCE SUPPLIES	\$1,604.57
S100128856.001	MAINTENANCE SUPPLIES	\$653.71

294226	03/20/2024		Accounts Payable	USA BLUEBOOK	\$1,614.70
	Invoice	Description			Amount
	INV00293110	Water Level Meter For Plant Maintenance and repair			\$1,614.70

294227	03/20/2024	03/21/2024	Accounts Payable	VELOZ, RICARDO	\$600.00
	Invoice	Description			Amount
	032024STRTCHG-RV	STARTING CHANGE FUND FOR CITY EVENT, 2024			\$600.00

294228	03/20/2024	03/25/2024	Accounts Payable	West Coast Arborists, Inc	\$3,337.00
	Invoice	Description			Amount
	211721	TREE TRIMMING 2/16/24-2/29/24			\$3,337.00

294229	03/20/2024		Accounts Payable	Whittier Fertilizer Company	\$425.22
	Invoice	Description			Amount
	407920	BACKPACK SPRAYER FOR PARKS			\$425.22

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294230	03/20/2024		Accounts Payable	Yarisma Rocha	\$21.22
	Invoice	Description			Amount
	PCA030624-YR	PLANNING COMMISSION ACADEMY 03/06/24-03/08/24			\$21.22
294231	03/20/2024	03/26/2024	Accounts Payable	ZAVALA, ANGEL	\$90.00
	Invoice	Description			Amount
	AZav-WINWk9-24	OFFICIATING SVCS 03/08/24			\$90.00
294232	03/20/2024	03/21/2024	Accounts Payable	GLOBAL BUILDERS INC.	\$217,001.50
	Invoice	Description			Amount
	2	PROFESSIONAL SVCS 12/11/23-2/5/24, SENIOR CENTER TENANT IMPROVE			\$228,422.63
	2-A	PROFESSIONAL SVCS 12/11/23-2/5/24, SENIOR CENTER TENANT IMPROVE			(\$11,421.13)
294233	03/27/2024		Accounts Payable	AGUIRRE, GLORIA, E.	\$75.00
	Invoice	Description			Amount
	COMSTP031424-GA	COMMISSIONER STIPEND FOR MEETING 03/14/24			\$75.00
294234	03/27/2024		Accounts Payable	American Marker	\$959.18
	Invoice	Description			Amount
	2341-24	EASTER EVENT MESH BANNERS			\$959.18
294235	03/27/2024		Accounts Payable	CNS Engineers, Inc.	\$44,721.98

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Invoice	Description	Amount
22007-6	PROF SVCS 01/01/24-01/26/24, WASHINGTON BLVD OVER RIO HONDO	\$44,721.98
294236	03/27/2024 Accounts Payable County of Los Angeles Dept of Public Works	\$2,971.51
Invoice	Description	Amount
RE-PW24031105260	PROF SVCS THROUGH 02/24, IW PICO RIVERA	\$2,971.51
294237	03/27/2024 Accounts Payable County of Los Angeles Dept of Public Works	\$171.02
Invoice	Description	Amount
RE-PW24031105640	TRAFFIC SIGNAL MAINTENANCE ROSE HILLS & SAN GABRIEL	\$171.02
294238	03/27/2024 Accounts Payable Crocker Signs & Screen Printing	\$1,697.85
Invoice	Description	Amount
54540	PLASTICADE TRAFFIC & PARKING SIGNS	\$1,697.85
294239	03/27/2024 Accounts Payable DISCOUNT SCHOOL SUPPLY	\$2,250.11
Invoice	Description	Amount
W14113800101	REACH CLUB CURRICULUM SUPPLIES FOR ALL 8 SITES	\$2,250.11
294240	03/27/2024 Accounts Payable DS Waters of America, LP	\$61.95
Invoice	Description	Amount
20044206 031524	WATER DELIVERY FOR CHW 02/15/24	\$61.95

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294241	03/27/2024	Accounts Payable	ESTRADA SANTOS, ROCIO	\$75.00
	Invoice	Description		Amount
	COMSTP031424-RS	COMMISSIONER STIPEND FOR MEETING 03/14/24		\$75.00
294242	03/27/2024	Accounts Payable	Fiesta Cooperative Inc.	\$13,108.84
	Invoice	Description		Amount
	240216	DIAL-A-TAXI FEBRUARY 2024		\$13,108.84
294243	03/27/2024	Accounts Payable	GARCIA, KIMBERLY	\$75.00
	Invoice	Description		Amount
	COMSTP031424-KG	COMMISSIONER STIPEND FOR MEETING 03/14/24		\$75.00
294244	03/27/2024	Accounts Payable	GLOBAL BUILDERS INC.	\$10,000.00
	Invoice	Description		Amount
	2023-00002354	REFUND FOR WASTE MANAGEMENT DEPOSIT 9200 MINES AVE		\$10,000.00
294245	03/27/2024	Accounts Payable	Grainger	\$162.30
	Invoice	Description		Amount
	9056820922	MAINTENANCE SUPPLIES		\$162.30
294246	03/27/2024	Accounts Payable	Graphics World	\$1,293.00

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Invoice	Description	Amount
24101	GOLF COURSE SCORE CARD	\$1,293.00
294247	03/27/2024 Accounts Payable GRIFFITH COMPANY	\$125,505.93
Invoice	Description	Amount
PROGRESS PMT 5	PROF SVCS 12/26/23-01/20/24, PR REGIONAL BIKEWAY PROJECT	\$132,111.50
PROGRESS PMT 5-A	PROF SVCS 12/26/23-01/20/24, PR REGIONAL BIKEWAY PROJECT	(\$6,605.57)
294248	03/27/2024 Accounts Payable Infinity Technologies	\$8,992.50
Invoice	Description	Amount
2113	GIS COORDINATION SVCS, JANUARY 2024	\$8,992.50
294249	03/27/2024 Accounts Payable INNOVATIVE LOCK SERVICES INC.	\$1,610.75
Invoice	Description	Amount
INV-1579	GOLF COURSE KEYS	\$1,610.75
294250	03/27/2024 Accounts Payable JMD (JM Diaz)	\$1,083.50
Invoice	Description	Amount
005(23-300)	PROF SVCS 11/01/23-12/31/23, UNDERPASSES AND TWO PUMP STATIONS	\$1,083.50
294251	03/27/2024 Accounts Payable Keenan & Associates	\$1,250.00
Invoice	Description	Amount

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302409		BENEFIT BRIDGE FEE MARCH 2024, INSTALLMENT 9		\$1,250.00
294252	03/27/2024	Accounts Payable	LA County Sheriffs Department	\$1,073,510.15
	Invoice	Description		Amount
	242356EC	SHERIFF SERVICES FOR FEBRUARY 2024		\$1,071,028.05
	242570EC	HELICOPTER SVC FEBRUARY 2024		\$2,482.10
294253	03/27/2024	Accounts Payable	LIZARRAGA, MARICELA	\$75.00
	Invoice	Description		Amount
	COMSTP031424-ML	COMMISSIONER STIPEND FOR MEETING 03/14/24		\$75.00
294254	03/27/2024	Accounts Payable	Longevity Inc (Sololutions and Insight Inc)	\$7,000.00
	Invoice	Description		Amount
	11032224	PREVENTIVE ULTRASOUND SCREENINGS 02/27/24-03/21/24		\$7,000.00
294255	03/27/2024	Accounts Payable	MENDOZA-MACHUCA, CYNTHIA	\$2,676.00
	Invoice	Description		Amount
	2023-675-673	REFUND FOR WASTE MANAGEMENT DEPOSIT 8137 1/2 CORAL LN		\$2,676.00
294256	03/27/2024	Accounts Payable	Midamerica Administrative and Retirement Solutions	\$1,998.00
	Invoice	Description		Amount
	0247128	ADMINISTRATION FEE 4Q23, (ER)		\$1,998.00

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294257	03/27/2024	Accounts Payable	NCM Engineering Corporation	\$102,161.01
	Invoice	Description		Amount
	PICO2201-10	PROF SVCS 01/01/24-02/29/24, TELEGRAPH ROAD OVER SAN GABRIEL		\$32,997.29
	PICO2201-08-A	PROF SVCS 07/01/23-10/31/23, TELEGRAPH RD OVER SAN GABRIEL RIVER		\$69,163.72
294258	03/27/2024	Accounts Payable	Norm Wilson & Sons, Inc.	\$10,000.00
	Invoice	Description		Amount
	2023-00000558	REFUND FOR WASTE MANAGEMENT DEPOSIT 7925 ROSEMEAD BLVD PHASE I		\$10,000.00
294259	03/27/2024	Accounts Payable	Oromill Lumber, Inc.	\$121.28
	Invoice	Description		Amount
	240090	MAINTENANCE SUPPLIES		\$121.28
294260	03/27/2024	Accounts Payable	PARS	\$300.00
	Invoice	Description		Amount
	55170	TRUST ADMIN SVCS MONTH END 1/31/2024		\$300.00
294261	03/27/2024	Accounts Payable	Phil's Fire Extinguisher Co.	\$5,245.05
	Invoice	Description		Amount
	7501	FIRE EXTINGUISHER SVCS CITY YARD		\$2,301.20
	7516	Fire Extinguisher Services - Smith Park		\$961.23

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7517	FIRE EXTINGUISHER SVCS RIVERA PARK	\$513.87
7519	FIRE EXTINGUISHER SVCS RIO HONDO PARK	\$853.36
7521	FIRE EXTINGUISHER SVCS SENIOR CENTER	\$476.93
7522	FIRE EXTINGUISHER SVCS PICO PARK	\$138.46

294262	03/27/2024	Accounts Payable	Postmaster-Santa Fe Springs Post Office	\$3,200.00
	Invoice	Description	Amount	
	2024POSTMASTAPR	POSTAGE FOR APRIL 2024, CHECK 7 FY 23/24	\$3,200.00	

294263	03/27/2024	Accounts Payable	Quadient Leasing USA, Inc.	\$644.21
	Invoice	Description	Amount	
	60879688	MAINTENANCE AND RENTAL 4/1/24-6/30/24	\$644.21	

294264	03/27/2024	Accounts Payable	R & R PRODUCTS, INC.	\$85.61
	Invoice	Description	Amount	
	CD2882089	MOWER BLADE-FITS TORO FOR GOLF COURSE	\$85.61	

294265	03/27/2024	Accounts Payable	RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.	\$34,725.00
	Invoice	Description	Amount	
	01312128	PROF SVCS 01/26/24-02/25/24, 23126 ALEBRIJI DOG PARK	\$9,500.00	
	01312122	PROF SVCS 01/26/24-02/25/24, 23109 RIO HONDO PARK	\$25,225.00	

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294266	03/27/2024	Accounts Payable	RIVERA HOME BUILDERS	\$4,800.00
	Invoice	Description		Amount
	2023-00001898	REFUND FOR WASTE MANAGEMENT DEPOSIT 8809 1/2 RAILTON ST		\$4,800.00
294267	03/27/2024	Accounts Payable	ROJAS, GEORGE	\$3,000.00
	Invoice	Description		Amount
	2023-00000597	REFUND FOR WASTE MANAGEMENT DEPOSIT 8652 1/2 SIDEVIEW DR		\$3,000.00
294268	03/27/2024	Accounts Payable	So Calif Edison Company	\$38,363.93
	Invoice	Description		Amount
	06/01/21	SCE SERVICE FEES 05/01/21-05/31/21		\$2,916.34
	07/02/21	SCE SERVICE FEES 06/01/21-06/30/21		\$1,960.76
	08/03/21-A	SCE SERVICE FEES 07/01/21-07/31/21		\$1,456.03
	10/02/21-A	SCE SERVICE FEES 09/01/21-09/30/21		\$3,256.18
	11/01/21-A	SCE SERVICE FEES 10/01/21-10/31/21		\$1,123.72
	12/01/21-A	SCE SERVICE FEES 11/01/21-11/30/21		\$2,001.07
	01/19/22-A	SCE SERVICE FEES 12/01/21-12/31/21		\$1,832.87
	02/02/22	SCE SERVICE FEES 01/01/22-01/31/22		\$1,841.07
	03/21/22-A	SCE SERVICE FEES 02/01/22-02/28/22		\$1,948.45
	04/02/22-A	SCE SERVICE FEES 03/01/22-03/31/22		\$1,849.08
	05/12/22	SCE SERVICE FEES 04/01/22-04/30/22		\$1,935.07
	06/01/22-A	SCE SERVICE FEES 05/01/22-05/31/22		\$1,914.65

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	INVP501425023	WEED ABATEMENT FOR PARKS		\$1,336.19
294273	03/27/2024	Accounts Payable	TRUSAIC	\$724.00
	Invoice	Description		Amount
	CINV-034631	2023 U.S. MAIL DISTRIBUTION FEE		\$724.00
294274	03/27/2024	Accounts Payable	United Waterworks, Inc	\$8,234.69
	Invoice	Description		Amount
	S100129169.001	MAINTENANCE SUPPLIES		\$286.11
	S100129239.001	MAINTENANCE SUPPLIES		\$211.68
	S100128706.001	MAINTENANCE SUPPLIES		\$7,736.90
294275	03/27/2024	Accounts Payable	Ware Malcomb	\$7,074.20
	Invoice	Description		Amount
	767131	PROF SVCS 02/01/24-02/29/24, PR COUNCIL CHAMBER		\$7,074.20
294276	03/27/2024	Accounts Payable	West Coast Sand & Gravel, Inc.	\$606.13
	Invoice	Description		Amount
	707965	SAND		\$606.13
294277	03/27/2024	Accounts Payable	Whittier Fertilizer Company	\$1,406.02
	Invoice	Description		Amount

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408495		LANDSCAPE MATERIALS FOR PARKS		\$217.52
408804		LANDSCAPE MATERIALS FOR PARKS		\$963.59
408809		LANDSCAPE MATERIALS FOR PARKS		\$224.91
294278	03/28/2024	Accounts Payable	American Heritage Life Insurance Co	\$48.64
	Invoice	Description		Amount
	M0163615072	SUPPLEMENTAL LIFE INSURANCE FOR P/E 03/08/24 & 03/22/24		\$48.64
294279	03/28/2024	Accounts Payable	BMG Money, Inc	\$397.71
	Invoice	Description		Amount
	032824	EMPLOYEE DEDUCTION FOR P/E 03/22/24		\$397.71
294280	03/28/2024	Accounts Payable	Franchise Tax Board	\$50.00
	Invoice	Description		Amount
	032824	EMPLOYEE DEDUCTION FOR P/E 03/22/24		\$50.00
294281	03/28/2024	Accounts Payable	Levyng Officer	\$402.03
	Invoice	Description		Amount
	032824	EMPLOYEE DEDUCTION FOR P/E 03/22/24		\$402.03
294282	03/28/2024	Accounts Payable	SEIU Local 721-COPE	\$105.00
	Invoice	Description		Amount

AP Warrant Register

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032824 COPE FEES FOR P/E 03/22/24 \$105.00

Type Check Totals: \$2,268,038.32

EFT

13430 03/18/2024 Accounts Payable Frontier California \$61.19

Invoice	Description	Amount
Import - 13310	Radio & Telecommunication	\$61.19

13431 03/20/2024 Accounts Payable A & D Transportation, L.P. \$615.50

Invoice	Description	Amount
013434	BUS TRANSPORTATION TO JAPANESE MUSEUM AND OLVERA STREET 03/09/24	\$615.50

13432 03/20/2024 Accounts Payable Advanced Avant-Garde Corp. \$7,687.50

Invoice	Description	Amount
10033	PROF SVCS JANUARY 2024, CDBG PROGRAM MANAGEMENT	\$7,687.50

13433 03/20/2024 Accounts Payable AUTOMATED WATER TREATMENT \$21,333.25

Invoice	Description	Amount
1341	CHEMICALS FOR WATER TREATMENT	\$21,333.25

13434 03/20/2024 Accounts Payable Cosby Oil Company \$25,622.28

Invoice	Description	Amount

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	CL07153	FUEL FOR CITY FLEET 12/11/23 - 12/20/23		\$7,562.37
	CL10075	FUEL FOR CITY FLEET 2/1/24-2/10/24		\$5,234.01
	CL11313	FUEL FOR CITY FLEET 2/21/24-2/29/24		\$6,745.74
	CL11989	FUEL FOR CITY VEHICLES 3/1/24-3/10/24		\$6,080.16
13435	03/20/2024	Accounts Payable	COSTAR REALTY INFORMATION, INC.	\$1,628.95
	Invoice	Description		Amount
	120633107	REAL ESTATE ONLINE FOR MARCH 2024		\$1,628.95
13436	03/20/2024	Accounts Payable	Eastern County Newspaper Group, Inc.	\$1,513.80
	Invoice	Description		Amount
	36472	LEGAL AD-NIB FOR VALVE STATION CIP 21361		\$1,513.80
13437	03/20/2024	Accounts Payable	Home Depot	\$1,406.39
	Invoice	Description		Amount
	791095839	JANITORIAL SUPPLIES FOR PARKS		\$142.77
	790917777	JANITORIAL SUPPLIES FOR PARKS		\$563.42
	789565082	JANITORIAL SUPPLIES FOR PARKS		\$700.20
13438	03/20/2024	Accounts Payable	Jason Sperling DBA People Speak, LLC	\$800.00
	Invoice	Description		Amount
	PIC-0032	WEBSITE APP AND MODULES MARCH 2024		\$800.00

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13439	03/20/2024	Accounts Payable	Lu's Lighthouse Inc.	\$596.24
	Invoice	Description		Amount
	01260221	SAFETY LIGHTS FOR FLEET		\$375.70
	01260220	SAFETY LIGHTS FOR FLEET		\$220.54
13440	03/20/2024	Accounts Payable	Mariposa Landscapes, Inc	\$21,027.83
	Invoice	Description		Amount
	106701	LANDSCAPE SVCS FEBRUARY 2024		\$21,027.83
13441	03/20/2024	Accounts Payable	Nationwide Environmental Services	\$116,408.68
	Invoice	Description		Amount
	33872	STREET SWEEPING SVCS MARCH 2024		\$59,913.44
	33813	GRAFFITI ABATEMENT FEBRUARY 2024		\$29,618.22
	33873	BUS SHELTER MAINTENANCE MARCH 2024		\$20,946.42
	33897	FUEL ADJUSTMENT FEBRUARY 2024		\$5,930.60
13442	03/20/2024	Accounts Payable	Ocean Blue Environmental Services, Inc	\$3,296.21
	Invoice	Description		Amount
	39475	HAZARDOUS WASTE CLEAN UP, 7599 ROSEMEAD BL		\$3,296.21
13443	03/20/2024	Accounts Payable	Red Wing Shoe Store	\$600.00

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Invoice	Description	Amount
995-1-103070	SAFETY SHOES FOR FRANCISCO ANGULO	\$200.00
995-1-102805	SAFETY SHOES FOR JUAN ESPINOZA	\$200.00
12-1-161686	SAFETY SHOES FOR ARMANDO BARRERA	\$200.00
13444	03/20/2024 Accounts Payable S & J Supply Co., Inc.	\$5,009.20
Invoice	Description	Amount
S100206195.009	MAINTENANCE SUPPLIES	\$1,502.76
S100206195.010	MAINTENANCE SUPPLIES	\$3,506.44
13445	03/20/2024 Accounts Payable The Sherwin-Williams Co.	\$2,604.68
Invoice	Description	Amount
9577-2	GRAFFITI ABATEMENT SUPPLIES	\$164.91
4360-8	GRAFFITI ABATEMENT SUPPLIES	\$1,523.93
53298191510324	STREET MAINTENANCE SUPPLIES	\$662.86
4675-9	GRAFFITI ABATEMENT SUPPLIES	\$252.98
13446	03/20/2024 Accounts Payable Vulcan Materials Co.	\$2,026.69
Invoice	Description	Amount
73937901	ASPHALT MAINTENANCE	\$344.68
73934037	ASPHALT MAINTENANCE	\$274.93
73934036	ASPHALT FOR STREETS	\$279.23

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	73931668	ASPHALT MAINTENANCE			\$224.50
	73931667	ASPHALT MAINTENANCE			\$335.03
	73929141	ASPHALT MAINTENANCE			\$223.42
	73929140	ASPHALT MAINTENANCE			\$121.48
	73926822	ASPHALT MAINTENANCE			\$223.42
13447	03/20/2024		Accounts Payable	Waxie Sanitary Supply	\$1,557.56
	Invoice	Description			Amount
	82333074	JANITORIAL SUPPLIES FOR PARKS			\$1,557.56
13448	03/20/2024		Accounts Payable	Willdan Engineering	\$2,586.26
	Invoice	Description			Amount
	00338790	PROF SVCS THROUGH 02/23/24, HSIP11 CITYWIDE TS			\$149.25
	00338787	PROF SVCS THROUGH 02/23/24, HSIP CYCLE 7, 19 INTERSECTIONS			\$22.01
	00338789	PROF SVCS THROUGH 02/23/24, HSIP CYCLE 8 E-76 PE & FR			\$1,942.50
	00338788	PROF SVCS THROUGH 02/23/24, TELEGRAPH ROAD BRIDGE PROGRESS			\$472.50
13449	03/19/2024		Accounts Payable	Frontier California	\$60.99
	Invoice	Description			Amount
	Import - 13311	Radio & Telecommunication			\$60.99
13450	03/19/2024		Accounts Payable	So Calif Edison Company	\$37,104.66

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Invoice	Description	Amount
Import - 13312	ELECTRIC SVC-5055 PASSONS	\$37,104.66
13451	03/19/2024 Accounts Payable So Calif Gas Company	\$2,776.75
Invoice	Description	Amount
Import - 13313	GAS SVC-9530 SHADE	\$2,776.75
13452	03/19/2024 Accounts Payable Time Warner Cable	\$688.23
Invoice	Description	Amount
Import - 13314	RADIO & TELECOMMUNICATION	\$688.23
13453	03/20/2024 Accounts Payable City of Pico Rivera	\$45.69
Invoice	Description	Amount
Import - 13315	WTR SVC 9530 SHADE	\$45.69
13454	03/20/2024 Accounts Payable Lowe's	\$11,695.47
Invoice	Description	Amount
Import - 13316	BUILDING MAINTANCE SUPPLIES	\$11,695.47
13455	03/20/2024 Accounts Payable Frontier California	\$1,676.97
Invoice	Description	Amount
Import - 13318	Radio & Telecommunication	\$1,676.97

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13456	03/20/2024	Accounts Payable	Office Depot	\$1,522.86
	Invoice	Description	Amount	
	Import - 13319	Office Supplies		\$1,522.86
13457	03/20/2024	Accounts Payable	So Calif Edison Company	\$16,920.05
	Invoice	Description	Amount	
	Import - 13320	ELECTRIC SVC-5016 PASSONS		\$16,920.05
13458	03/20/2024	Accounts Payable	T-Mobile USA, Inc	\$2,671.04
	Invoice	Description	Amount	
	Import - 13321	Radio & Telecommunication		\$2,671.04
13459	03/21/2024	Accounts Payable	Frontier California	\$61.19
	Invoice	Description	Amount	
	Import - 13322	Radio & Telecommunication		\$61.19
13460	03/21/2024	Accounts Payable	So Calif Edison Company	\$22,250.36
	Invoice	Description	Amount	
	Import - 13323	ELECTRIC SVC-VARIOUS LOCATIONS		\$22,250.36
13461	03/22/2024	Accounts Payable	Frontier California	\$183.00

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Invoice	Description	Amount
Import - 13324	Radio & Telecommunication	\$183.00
13462	03/22/2024 Accounts Payable So Calif Edison Company	\$686.08
Invoice	Description	Amount
Import - 13325	ELECTRIC SVC-8640 COFFMAN	\$686.08
13463	03/22/2024 Accounts Payable Time Warner Cable	\$134.98
Invoice	Description	Amount
Import - 13326	RADIO & TELECOMMUNICATION	\$134.98
13464	03/27/2024 Accounts Payable AAA Electrical Supply, Inc.	\$3,154.81
Invoice	Description	Amount
318423-00	ELECTRICAL SUPPLIES	\$1,927.93
318473-00	ELECTRICAL SUPPLIES	\$410.34
318509-00	LIGHTS FOR RIO HONDO PARK	\$89.93
318549-00	ELECTRICAL SUPPLIES	\$726.61
13465	03/27/2024 Accounts Payable ABM Building Solutions, LLC	\$8,945.00
Invoice	Description	Amount
18963683	HVAC MAINTENANCE FEBRUARY 2024	\$8,945.00

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13466	03/27/2024	Accounts Payable	Cobian, Sr., Luis	\$864.00
	Invoice	Description		Amount
	145317-145320	INSTRUCTOR FOR LITTLE SAMURAI & NIPPON KEMPO 03/05/24-03/28/24		\$864.00
13467	03/27/2024	Accounts Payable	Danielle Eileen Ruiz	\$345.60
	Invoice	Description		Amount
	145260	BEGINNERS YOGA INSTRUCTOR 03/04-03/27		\$345.60
13468	03/27/2024	Accounts Payable	GENERAL BUILDING MANAGEMENT	\$8,778.77
	Invoice	Description		Amount
	18519	JANITORIAL SVCS FEBRUARY 2024		\$8,778.77
13469	03/27/2024	Accounts Payable	I Copy, Inc (ibe digital)	\$2,431.96
	Invoice	Description		Amount
	465147	CONTRACT OVERAGE CHARGE 2/18/24-3/17/24		\$401.34
	465189	CONTRACT OVERAGE CHARGE 2/17/24-3/16/24		\$2,030.62
13470	03/27/2024	Accounts Payable	John L Hunter & Associates Inc.	\$210.03
	Invoice	Description		Amount
	PR1UOR12401	UOR AND BCR PROGRAM SVCS, JANUARY 2024		\$210.03
13471	03/27/2024	Accounts Payable	Kimley-Horn & Associates, Inc	\$90,598.53

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Invoice	Description	Amount
194170001-1123	PROF SVCS THROUGH 11/30/23, PICO RIVERA SP/EIR	\$90,142.20
27404273	PROF SVCS THROUGH 02/29/24, PR HEU 2021-2029	\$456.33
13472	03/27/2024 Accounts Payable LOUIE, KENNETH, L.	\$7,012.50
Invoice	Description	Amount
002	PROFESSIONAL SVCS 3/9/24-3/22/24, TEMP FINANCE DIRECTOR	\$7,012.50
13473	03/27/2024 Accounts Payable Mariposa Landscapes, Inc	\$2,360.00
Invoice	Description	Amount
106852	FEBRUARY 2024, EXTRA WORK FOR WEEDS, PARKS	\$2,360.00
13474	03/27/2024 Accounts Payable Metro Builders & Engineers Group, Ltd	\$111,867.98
Invoice	Description	Amount
PROGRESS PMT 16	PROF SVCS 01/01/24-02/02/24, PFAS TREATMENT SYSTEMS-PLANTS 1,2	\$117,755.77
PROGRESSPMT 16-A	PROF SVCS 01/01/24-02/02/24, PFAS TREATMENT SYSTEMS-PLANTS 1,2	(\$5,887.79)
13475	03/27/2024 Accounts Payable Patricia Saucedo	\$75.00
Invoice	Description	Amount
COMSTP031424-PS	COMMISSIONER STIPEND FOR MEETING 03/14/24	\$75.00
13476	03/27/2024 Accounts Payable PDQ Rentals	\$10,297.35

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Invoice	Description	Amount
822690	Bomag Guided Roller	\$10,297.35
13477	03/27/2024 Accounts Payable Red Wing Shoe Store	\$200.00
Invoice	Description	Amount
702-1-19157	SAFETY SHOES FOR WATER DIVISION STAFF	\$200.00
13478	03/27/2024 Accounts Payable Rincon Consultants Inc	\$19,518.25
Invoice	Description	Amount
54236	RINCON PEER REVIEW IS/MND THROUGH 01/31/24	\$4,474.00
55077	RINCON PEER REVIEW IS/MND THROUGH 02/01/24-02/29/24	\$15,044.25
13479	03/27/2024 Accounts Payable Rousselle Company Inc.	\$585.00
Invoice	Description	Amount
2024-000478	PEST CONTROL SVC FEB. 2024, PARKS & REC	\$65.00
2024-000479	PEST CONTROL SVC FEB. 2024, PR HISTORICAL MUSEUM	\$55.00
2024-000480	PEST CONTROL SVC FEB. 2024, CITY HALL	\$240.00
2024-000486	PEST CONTROL SVC FEB. 2024, RIO HONDO PARK	\$65.00
2024-000487	PEST CONTROL SVC FEB. 2024, STREAMLAND PARK	\$45.00
2024-000488	PEST CONTROL SVC FEB. 2024, PICO PARK	\$115.00
13480	03/27/2024 Accounts Payable S & J Supply Co., Inc.	\$4,309.50

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Invoice	Description	Amount
S100221413.002	MAINTENANCE SUPPLIES	\$4,309.50
13481	03/27/2024 Accounts Payable Security Signal Devices	\$1,408.65
Invoice	Description	Amount
R-00508664	Monitoring of Alarm Systems - 4/1/24 - 4/30/24	\$1,408.65
13482	03/27/2024 Accounts Payable Shoeteria, Inc.	\$1,183.98
Invoice	Description	Amount
0059067-IN	SAFETY SHOES FOR ANDREW MARTINEZ	\$200.00
0062718-IN	SAFTEY SHOES FOR GARY PANGANIBAN	\$190.50
0062728-IN	SAFETY SHOES FOR OSCAR ARCINIEGA	\$200.00
0063699-IN	SAFETY SHOES FOR MIGUEL RIVERA	\$200.00
0063752-IN	SAFETY SHOES FOR BRIAN HERNANDEZ	\$200.00
0064001-IN	SAFETY SHOES FOR MICHAEL GALVAN	\$193.48
13483	03/27/2024 Accounts Payable The Sherwin-Williams Co.	\$166.38
Invoice	Description	Amount
4683-3	MAINTENANCE SUPPLIES	\$33.41
4920-9	PAINT SUPPLIES	\$31.37
9731-5-A	PAINT SUPPLIES	\$101.60

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13484	03/27/2024	Accounts Payable	Tristar Risk Management	\$3,450.00
	Invoice	Description		Amount
	116849	GENERAL LIABILITY FEES APRIL 2024		\$3,450.00
13485	03/27/2024	Accounts Payable	Vulcan Materials Co.	\$325.19
	Invoice	Description		Amount
	73940674	ASPHALT MAINTENANCE		\$205.86
	73940675	ASPHALT MAINTENANCE		\$119.33
13486	03/27/2024	Accounts Payable	Waxie Sanitary Supply	\$3,222.94
	Invoice	Description		Amount
	82345838	JANITORIAL SUPPLIES FOR PARKS		\$1,876.46
	82352525	JANITORIAL SUPPLIES FOR PARKS		\$28.18
	82352528	JANITORIAL SUPPLIES FOR PARKS		\$352.01
	82355166	JANITORIAL SUPPLIES FOR PARKS		\$966.29
13487	03/27/2024	Accounts Payable	Weck Laboratories Inc.	\$920.00
	Invoice	Description		Amount
	W4C1566	WATER QUALITY SAMPLING		\$240.00
	W4C1774	WATER QUALITY SAMPLING		\$120.00
	W4C1775	WATER QUALITY SAMPLING		\$250.00
	W4C1776	WATER QUALITY SAMPLING		\$250.00

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	W4C1777	WATER QUALITY SAMPLING			\$60.00
13488	03/27/2024	Accounts Payable	Willdan Engineering		\$52,739.50
	Invoice	Description			Amount
	00419767	PROF SVCS THROUGH 02/23/24, SENIOR CENTER TENANT IMPROVEMENTS			\$5,864.00
	00419766	PROF SVCS THROUGH 02/23/24, GOLF COURSE FIRE DAMAGE REPAIR			\$11,616.00
	00419765	PROF SVCS THROUGH 01/26/24, GOLF COURSE FIRE DAMAGE REPAIR			\$7,990.00
	00419764	PROF SVCS THROUGH 12/29/23, GOLF COURSE FIRE DAMAGE REPAIR			\$352.00
	00419763	PROF SVCS THROUGH 02/23/24, YOUTH CENTER RENOVATIONS			\$10,552.00
	00419831	PROF SVCS THROUGH 02/23/24, PR-MAJOR ST 50076			\$7,628.00
	00419830	PROF SVCS THROUGH 02/23/24, PR-MAJOR ST 50075			\$8,128.50
	00419816	PROF SVCS THROUGH 02/23/24, PR BEVERLY BLVD AND SAN GABRIEL			\$609.00
13489	03/28/2024	Accounts Payable	Delta Dental	(Delta Care)	\$2,248.32
	Invoice	Description			Amount
	BE005946577	DENTAL SERVICES (DHMO) FOR MARCH 2024			\$2,248.32
13490	03/28/2024	Accounts Payable	Lincoln Financial Group		\$1,564.30
	Invoice	Description			Amount
	030124	SUPPLEMENTAL LIFE INSURANCE FOR MARCH 2024			\$1,564.30
13491	03/28/2024	Accounts Payable	MSA-Dental Pool		\$10,446.66

AP Warrant Register

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Invoice	Description	Amount
030124	DENTAL SERVICES (DPPO) FOR MARCH 2024	\$10,446.66
13492	03/28/2024 Accounts Payable Nationwide Retirement Solutions	\$6,358.54
Invoice	Description	Amount
032824	EMPLOYEE/EMPLOYER CONTRIBUTIONS FOR P/E 03/22/24 (401A)	\$6,358.54
13493	03/28/2024 Accounts Payable Nationwide RS	\$1,177.28
Invoice	Description	Amount
032824	PEHP BENEFIT/DEDUCTION FOR P/E 03/22/24	\$1,177.28
13494	03/28/2024 Accounts Payable PRMPCEA	\$663.00
Invoice	Description	Amount
032824	UNION DUES FOR P/E 03/22/24	\$663.00
13495	03/28/2024 Accounts Payable SEIU Local 721	\$1,854.41
Invoice	Description	Amount
032824	UNION DUES FOR P/E 03/22/24	\$1,854.41
13496	03/28/2024 Accounts Payable The Lincoln National Life Insurance Company	\$12,760.97
Invoice	Description	Amount
030124	GROUP LIFE, STD & LTD PREMIUMS FOR MARCH 2024	\$12,760.97

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13497	03/28/2024	Accounts Payable	(Troon) Indigo Sports, LLC	\$125,671.88
	Invoice	Description		Amount
	SA32924	PAYROLL FOR GOLF COURSE PPE 03/22/24		\$37,080.92
	2032-076	GOLF COURSE REIMBURSEMENT		\$88,590.96

Type EFT Totals: \$812,576.81

CBC GenOpe - CBC General Operating Totals

Grand Totals:

Checks	Transaction Amount
	<u>\$2,268,038.32</u>
EFTs	Transaction Amount
	<u>\$812,576.81</u>
All	Transaction Amount
	<u>\$3,080,615.13</u>



To: Mayor and City Council
From: City Manager
Meeting Date: April 9, 2024
Subject: AWARD AN AGREEMENT TO HELPMATES STAFFING SERVICES, LLC FOR TEMPORARY STAFFING SERVICES

Recommendation:

1. Award an agreement to Helpmates Staffing Services, LLC, for temporary staffing services, as authorized under the City's piggyback purchasing procurement procedures in an amount not-to-exceed \$150,000 per fiscal year from April 9, 2024, through June 30, 2026, with the option for two (2), one (1) – year extensions as stated in City of Santa Ana Agreement No. A-2023-122-03.

Fiscal Impact:

Funding is available through salary savings from various vacant positions in the fiscal year (FY) 2024-24 budget in the various departmental contractual services and funding for the subsequent fiscal years will be included in the proposed budgets for City Council consideration. No additional appropriations needed at this time.

Background:

Many organizations rely on temporary employee staffing services to meet their workforce needs for a limited duration, ensuring an efficient and effective workplace. In addition, temporary staffing services provide the opportunity to conduct recruitments for permanent staff when needed or suitable, ensuring uninterrupted service to the community during periods requiring additional staffing resources.

Discussion:

During the current fiscal year, the City has experienced vacancies in administrative positions that to date still remain vacant. To ensure organizational needs were met, City staff looked for solutions for filling these temporary vacancies. In October 2023, City staff conducted research on various contractors offering temporary staffing services to ensure responsible management of public funds. After a thorough evaluation, City staff found that Helpmates fulfilled all the necessary requirements and contracted with Helpmates Staffing Services, LLC, Agreement No. 23-2249 (Enclosure 3), to assist City with temporary staffing needs. At that time, staff were unsure of the duration of the vacancies, and entered into an agreement with Helpmates for a not-to-exceed amount of \$49,900.

CITY COUNCIL AGENDA REPORT – MEETING OF APRIL 9, 2024
AWARD AN AGREEMENT TO HELPMATES STAFFING SERVICES, LLC FOR
TEMPORARY STAFFING SERVICES
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As the positions remained unfilled, in March 2024, staff found that the City could utilize the City's option to use an existing City's Request for Proposals (RFP) under its piggyback purchasing procurement procedures, provided that the awarded vendor gives written consent (Enclosure 4), and we close out our existing contract. The awarded vendor in this case is the City of Santa Ana.

By continuing to work with the existing provider, the City can save time and costs for implementing services from a new vendor. This process allows staff to maintain their collaboration with Helpmates to capitalize on efficiency and cost-saving benefits. The City will also continue to leverage Helpmates' services to place skilled, and experienced professionals in critical vacancies on a temporary basis. Furthermore, the firm's rates are lower than our existing contract as the City of Santa Ana has a higher volume of temp requests, which lowers the overall costs and Pico Rivera benefits from this discount. This ensures the City continues providing important services to its community and constituents.

Procurement

The Pico Rivera Municipal (PRMC) Code Subsection (D) of Section 3.20.030 provides an exemption to competitive bidding when purchases are made "...by, though, or in concert with another public agency..." if the purchase was made in compliance with state laws or local rules.

In April 2023, the City of Santa Ana (Santa Ana) issued RFP No. 23-051 (Enclosure 5) for Temporary Staffing Services and advertised it publicly. The City of Santa Ana received 15 qualified and responsive proposals. All proposals were evaluated by a selection committee with extensive experience in human resources and related program services. Ultimately, the City of Santa Ana selected seven (7) companies whose proposals included all the required services and had the lowest costs.

One (1) of the seven (7) companies was Helpmates Staffing Services, LLC. Helpmates was founded in 1972 and started off as a local family business and catered to small industrial businesses. Today, Helpmates provides staffing and recruitment needs to private and public sectors. In addition, they utilize innovative technologies and automated tools to streamline the recruitment process and fill temporary staffing needs of the businesses they serve. Helpmates also assure that the temporary candidates' education, employment history, background checks and health screenings are properly verified.

The City of Santa Ana's procurement process for Helpmates was completed through a competitive RFP process and in compliance with its local rules. Helpmates has offered the City of Pico Rivera the same services and rates as its existing contract with the City of Santa Ana (Agreement No. A-2023-122-03) (Enclosure 2). Therefore, awarding this new agreement (Enclosure 1) is in accordance with statutory authorities and the PRMC.

The contract between Helpmates and the City of Santa Ana has a not-to-exceed shared aggregate amount of \$2,000,000 during the term of agreement, including any extension

CITY COUNCIL AGENDA REPORT – MEETING OF APRIL 9, 2024
AWARD AN AGREEMENT TO HELPMATES STAFFING SERVICES, LLC FOR
TEMPORARY STAFFING SERVICES
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periods. Our City will receive the same services and rates as the City of Santa Ana, which are lower than the existing agreement that our City has currently with Helpmates. Therefore, the existing agreement will be terminated, and the proposed agreement, if approved, will replace it with new rates and terms. The new rates will have lower mark-up costs by 6%, and there will be no fees assessed for temp-to-permanent hires and the term of the contract is extended until June 30, 2026, with two, one-year extensions. City staff seeks authorization to enter into a contract not-to-exceed amount of \$150,000 per fiscal year with Helpmates. This will provide support to departments throughout the City when temporary staffing needs arise due to vacancies, leaves of absence, increased workloads, and temporary assistance is needed to run the City's operations without interruptions.

By awarding a shared agreement with Helpmates based on the City's current and projected needs, the proposal submitted by Helpmates demonstrated they have the necessary capacity and expertise to provide temporary staffing services as specified in the RFP. Additionally, the firm's rates are reasonable and within industry standard, and the proposal is determined to provide the best overall value for the City.

Conclusion:

Staff recommend that City Council approve a piggyback agreement with Helpmates Staffing Services, LLC, in an amount not-to-exceed \$150,000 per fiscal year for staffing services. Approval will allow for City departments to utilize the temporary employee staffing services on an as-needed basis to fill workforce needs for a limited duration.



Steve Carmona

SC:KS:sp

- Enclosures:
- 1) Professional Services Agreement
 - 2) Santa Ana Agreement No. A-2023-122-03
 - 3) Pico Rivera Agreement No. 23-2249
 - 4) Vendor Written Consent
 - 5) City of Santa Ana RFP No. 23-051

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
HELPMATES STAFFING SERVICES, LLC

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Pico Rivera, a California municipal corporation (“City”) and HELPMATES STAFFING SERVICES, LLC, an Ohio limited liability company with its principal place of business located at 1200 Main St. Suite A 92614, (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 Consultant will be providing temporary staffing services to the City.

THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Exhibit “B.”

3.3 “Commencement Date”: April 9, 2024

3.4 “Expiration Date”: June 30, 2026

4. TERM

The term of this Agreement shall commence on April 9, 2024 and end on June 30, 2026, with the option for the City to grant up to two, one-year extensions, exercisable in writing by the City Manager, unless terminated earlier in accordance with Section 22, below.

5. CONSULTANT’S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated in a written amendment to this

Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Ten Thousand Dollars (\$10,000) per fiscal year unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a quarterly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within thirty (30) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes, and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Daniel Keenan, Senior Vice President shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent

permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to negligence, errors or omissions in the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.4 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.5 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars (\$5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence of claim/ Two Million Dollars (\$2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits, and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

Kristina Hayden, COO
HELPMATES STAFFING
SERVICES, LLC
6161 Oaktree Blvd.
Suite 300
Independence, OH 44131

With a courtesy copy to:
financedepartment@pico-rivera.org

and to:
Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
HELPMATES STAFFING SERVICES, LLC

Andrew C. Lara, Mayor

Kristina Hayden, COO

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall:

- Provide qualified and competent temporary personnel on a timely basis.
- Provide quality trained temporary employees to City departments within 48 hours of the telephone request.
- Conduct reference checks and background checks on all temporary employees, adhering to applicable federal, state and privacy protection laws, and ensure that applicants have passed both the reference and background check prior to the start date of assignment.
- Adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual in a protected class.
- Conform to the provisions of the Immigration and Control Act of 1986 by verifying the employment eligibility of each temporary employee.
- Abide by the provisions of the City of Pico Rivera's Living Wage requirements.
- Provide temporary employees willing to report to various City sites including, but not necessarily limited to, City Hall, 6615 Passons Blvd., Pico Rivera, CA 90660.
- Coordinate directly with each City department's requests for temporary services, scheduling and billing for services.
- Provide access to a wide range of employee skills including bilingual skills, Microsoft Word, Excel, Access, Power Point, and manual labor experience.
- These employees must pass a driver record check as a part of the background check conducted by the temporary service agency and must possess a valid California driver's license with no more than one point on their driver record.
- Allow City departments to request a specific individual, when available, to fill a temporary need and charge a "payroll only" fee when city refers an applicant for temporary service need.
- Provide training and orientation as necessary for the temporary employees, in order for them to be job-ready, at no cost or additional charge to the City.
- Allow the using department to transfer temporary employee(s) within the same department (where needed) upon notification by telephone to the agency, at no cost or additional charge to the City.
- Charge no fee to the City for any temporary service agency employee hired into a City position after 90 days of employment.
- Offer a replacement guarantee on temp placements if assigned temp. employee leaves the City prior to expiration of their assignment or if temp. employee performs their duties/assignments poorly or does not meet expectations.
- City agrees to be billed a 4-hour minimum for employees who are canceled or excused prior to 4 hours due to no fault of their own, unless a shorter time frame is

agreed to in writing between Consultant and City prior to confirmation of employee for assignment.

- City shall provide a job description with detailed job specifications, minimum qualifications, knowledge, abilities, work conditions, hourly rate and experience requirements.

EXHIBIT B
APPROVED FEE SCHEDULE

The consultant will markup 39% for temporary technical and professional staffing services. Direct hire placement will have 18%. Temp-to-perm placement fee is not applicable for temporary workers that are hired by the City through the competitive recruitment process, regardless of introduction or assignment by Consultant. Direct hire placement is only applicable for direct hire placement requests or if a temporary worker was hired without a competitive recruitment process.

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprentice able occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that

each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of

13. The certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

14. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any negligent acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

INSURANCE ON FILE
WORK MAY PROCEED
UNTIL INSURANCE EXPIRES
CTPAX

Enclosure 2

CITY CLERK
DATE:

CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND HELPMATES STAFFING FOR ON-CALL TEMPORARY STAFFING SERVICES

D:HP(CI)
(Breannal-Lori)
FA S

THIS AGREEMENT is made and entered into on this 20th day of June, 2023 by and between Helpmates Staffing ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

JUL 05 2023

RECITALS

- A. On April 19, 2023 the City issues a Request for Proposal No. 23-051, by which it desired to retain a Consultant having special skill and knowledge in the field of Temporary Staffing Services on an on-call basis for the City's Human Resources Department.
- B. Consultant submitted a responsive proposal that was among those selected by the city. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 23-051.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services that were described in the scope of work included in the RFP No. 23-051, during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in "**Scope of Services - Exhibit A**", attached hereto and incorporated by reference, and as further described in Consultant's Proposal, attached hereto and incorporated herein by this reference as "**Consultant's Proposal - Exhibit B**".

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant's Fee Proposal, which is attached hereto and fully incorporated herein by this reference as "**Compensation - Exhibit C**". Consultant is one of eight (8) separate consultants selected to provide services on an on-call basis under RFP No. 23-051. The total compensation for services provided by all consultants selected under RFP No. 23-051 shall not exceed the shared aggregate amount of \$2,000,000.00 during the term of this Agreement, including any extension periods, as set forth in Section 3, below.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.
- c. Notwithstanding any contrary terms contained within Consultant's Fee Proposal, Consultant's fees shall not exceed 3% annually over the term of this Agreement, including any extension periods, unless directly affected by Prevailing Wage laws.

3. TERM

This Agreement shall commence on July 1, 2023 and end on June 30, 2026, with the option for the City to grant up to two, one-year extensions, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
 - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: Insurance Services Office ("ISO") Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.
 - (iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease.
 - (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.
 - (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- d. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
- (iv) **Waiver of Subrogation.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City..
- (vii) **Verification of Coverage.** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required

documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (viii) **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to

examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in

addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultant and/or contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Jennifer L. Hall
City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Jason Motsick
Executive Director of Human Resources
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702

To Consultant:

Rosalia Villa
President
Helpmates Staffing
1200 Main Street, Suite A
Irvine, CA 92614
Fax: 949-752-5553

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail,

A-2023-122-03

communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

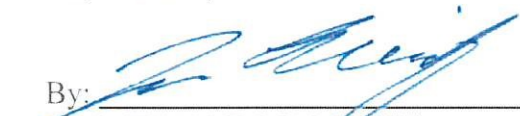

 JENNIFER L. HALL
 City Clerk




 KRISTINE RIDGE
 City Manager

APPROVED AS TO FORM:
 SONIA R. CARVALHO
 City Attorney

CONSULTANT:

By: 
 JONATHAN T. MARTINEZ
 Assistant City Attorney

DocuSigned by:

 ROSALIE VILLA
 President

RECOMMENDED FOR APPROVAL:


 JASON MOTSICK
 Executive Director
 Human Resources Department

EXHIBIT A
SCOPE OF SERVICES



CITY OF SANTA ANA

EXHIBIT I

SCOPE OF SERVICES

Contractor shall provide services as set forth below:

A. GENERAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide a comprehensive catalog of clerical, office, accounting, other related administrative support service and professional options to the City.
2. Contractor must also agree to:
 - a. Provide appropriate methods to match the City's needs within the specified time frames;
 - b. Coordinate all schedule work dates with City at least one business day before the start of assignment;
 - c. Provide a detailed proposal and invoice, according to the specifications prescribed by the City department; and
 - d. Ensure the following criteria prior to recommending any temporary worker for placement at the City:
 - Work authorization has been obtained and is current for individuals referred to the City for assignment via Form I-9, Employment Eligibility Verification.
 - Live Scan fingerprinting and/ or background check have been processed, completed and passed (if requested by the City) .
 - Selected temporary worker(s) recommended for an assignment meet all essential job function and minimum qualification requirements for the various types of services.
 - Typing speed of the selected temporary worker is at least 30 wpm, and Microsoft Office abilities have been tested and are met with positive results as required.
 - Contractor conducts due diligence employment verification/references of the temporary worker selected for an assignment to verify positive work history.
 - The selected temporary worker is bilingual in English and Spanish or Vietnamese when required for the assignment.
 - Verifies that temporary worker is not a retired annuitant of the California Public Employees' Retirement System (CalPERS).
3. Contractor shall not impose a temporary to permanent placement fee. It is not applicable for temporary workers that are hired by the City through the competitive recruitment process, regardless of introduction or assignment by Contractor. Direct hire placement is only applicable for direct hire placement requests or if a temporary worker was hired without a competitive recruitment process.



CITY OF SANTA ANA

B. SPECIFICATIONS/ SCOPE OF SERVICES

1. The City of Santa Ana Human Resources Department shall contact the Contractor for temporary services and provide the title and any special skills or experience required. Certain positions may require bilingual skills. Contractor shall provide temporary worker(s) as required and approved by City departments to work at the various City of Santa Ana department locations.
2. The Contractor will compare job requirements with worker qualifications and will email resume(s) and test results of temporary workers as requested.
3. The Contractor will follow up with the City within two (2) hours to provide name(s) for City approval.
 - a. If Contractor is unable to locate a qualified candidate within four (4) hours of the initial request, the City reserves the right to contact other temporary agencies for placement.
4. Once a candidate is selected, and the hourly pay rate has been agreed upon, Contractor shall provide the City with a detailed proposal to include the specific job description, the hourly pay rate for the temporary worker, and the mark-up rate. The City shall then review and sign the proposal if approved.
5. All invoices must include:
 - a. Agreement number;
 - b. Requesting City Department
 - c. Department Contact Name / Requester Name
 - d. Candidate Name
 - e. Hourly pay rate and mark-up rate
 - f. Dates of assignment duration
 - g. Total hours worked during duration of assignment
6. Contractor shall provide temporary workers who have the skills required for the assignment.
7. At the City's discretion, City reserves the right to immediately end a temporary worker's assignment if work performed is substandard, attendance is poor, or for other business related reasons.
8. Contractor shall remove any temporary worker from assignment upon the City's request; at the specified time and date. Contractor shall provide replacement temporary worker if required by City.
9. Contractor shall be responsible for all decisions concerning matters of hiring; firing; discipline; payroll practices; and employee benefits such as vacation, sick, and other leave benefits. Temporary workers provided by the agency shall be considered employees of the agency and shall in no sense be considered employees or agents of the City.
10. Contractor shall be responsible for communication with temporary workers with respect to their duties as they are employees of the Contractor.
11. Contractor must provide City with testing resources for regular status positions as requested. These services shall be provided at the rates set forth in Cost Proposal Form, ATTACHMENT G.



CITY OF SANTA ANA

12. Individual temporary workers are not permitted to work more than 960 hours in any fiscal year period (July 1 – June 30). Contractor is solely responsible for tracking hours worked by all temporary workers, and to notify the Department contact and the Human Resources Department within 30 working days of any temporary worker reaching the limit of 960 hours.
13. Contractor must comply with all applicable local, state, and federal laws and regulations, including California Assembly Bill 1028 (effective January 1, 2012) and CalPERS rules regarding CalPERS Retired Annuitants, whether formerly employed by the City or other public agency employers subscribing to CalPERS. Contractor must also ensure that no employee provided under this agreement would need to be reinstated to CalPERS employment or considered to be in violation of the retirement law or otherwise in unlawful employment as a result of their work at the City prior to assigning any temporary worker to any City request.

C. SERVICE CATEGORIES

Please note the service categories listed in this document are provided for purposes of this RFP and should not be construed as a detailed description of the tasks to be performed but rather a broad general outline.

1. General Administrative Office Support
Temporary Administrative Support role (e.g., Administrative Assistant and Office Specialist) is responsible for but not limited to: opening and routing mail, answering telephones, providing customer service at public counters, drafting general correspondence, preparing minutes of meetings, may operate computer, and other administrative duties assigned.
2. Executive/Senior Administrative Office Support
In addition to the tasks required of General Administrative Office Support, temporary Executive/Senior Administrative Office Support Roles perform highly responsible secretarial and routine administrative duties in the office of the City Manager, City Attorney, or reports directly to an Executive team member with a higher level of professionalism and experience.
3. Professional Accounting and Financial Administrative Support
Temporary Accounting Support role is responsible for but not limited to reconciling accounting records; preparing accounting reports and budgets; reviewing and verifying payroll documents and compliance documents for completeness, correct pay rate and reasonableness; producing reported work hours summary reports; posting accounting entries; summarizing accounting records; accepting and processing invoice payments.

Temporary professional accountant is responsible for but not limited to accounting duties requiring the application of accounting principles and practices.
4. Legal Secretary / Paralegal Support
Temporary Legal Secretary Support roles perform a variety of complex and responsible legal secretarial and clerical work involving specialized legal terminology, documents and procedures; processes legal papers and documents in accordance with established procedures and formats; and performs confidential secretarial and minor legal procedures for one or more attorneys, as assigned, including maintaining court and appointment calendars.
5. Other Technical and Professional Classifications as Determined



CITY OF SANTA ANA

Other technical and professional classification(s) relevant to city operations in which the Contractor may possess placement experience, such as human resources administration, building permit or plan check services, housing or job placement eligibility, facilities or vehicle maintenance, etc. City classification specifications can be found and defined on the City's job description site: <https://www.governmentjobs.com/careers/santaana/classspecs>.

D. SERVICE UTILIZATION REPORTS

Contractor must provide to the City's Human Resources Department the following reporting in Excel format:

1. Quarterly Reports which include at minimum:
 - a. Number of temporary workers hired under this contract;
 - b. Number of hours worked per temporary staff during reporting period, by name;
 - c. Number of hours worked per classification citywide;
 - d. Department to which temporary worker was assigned;
 - e. Billing rate for each temporary worker
 - f. Sum per criteria above
2. Annual Report which includes grand totals of each of the criteria included in Quarterly Reports and listed above.

EXHIBIT B

CONSULTANT'S PROPOSAL

PROPOSAL

Specifically prepared for:

City of Santa Ana



HELPMATES

powered by  TALENTLAUNCH

REQUEST FOR PROPOSALS RFP

NO.: 23-051

FOR: TEMPORARY STAFFING SERVICES

April 19, 2023

ORIGINAL

1a. COVER LETTER

April 18, 2023

Lori Schnaider, Operations Manager
City of Santa Ana- Human Resources Department
20 Civic Center Plaza
Santa Ana, Ca 92701

Dear Lori:

Thank you for this opportunity to provide The City of Santa Ana (City) with a proposal that outlines our detailed service capabilities. This customized proposal is our response to the City's RFP NO: 23-051 for 'Temporary Staffing Services, demonstrating Helpmates intent to perform the services and qualifications for selection for the City.

Helpmates understands the purpose of this Request for Proposal is to identify qualified Contractor(s) to provide professional temporary staffing services for the City of Santa Ana's employment needs. Temps will work under the City's 9/80 work schedule (Monday to Thursday 9 hour workdays, Friday 8 hour workday and closed every other Friday), although the requirements will fluctuate during the agreement period.

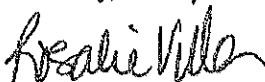
We look forward to discussing with you in more detail how a partnership with Helpmates will give you the optimum in value-added customer service, and the highest return on your staffing investment.

We acknowledge receipt of all RFP Addenda.

The contact person during the proposal evaluation, and who will have the authorization to bind the firm to the terms of the proposal with the City is Rosalie Villa; her contact information follows her signature below.

This letter also serves as our signed statement attesting that all information submitted with the proposal is true and correct.

Sincerely,



Rosalie Villa
President
Helpmates Staffing
Fed ID: 86-2802283
1200 Main Street, Suite A
Irvine, California 92614
949-225-5016 direct phone
949-752-6006 phone
949-752-5553 fax
Email: rvilla@helpmates.com

This proposal shall remain valid for a period of not less than 120 days from the date of submittal.

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7. Certifications (ATTACHMENTS).....

- Attachment A: Proposer’s Certification and Proposal Item Pricing
- Attachment B: References
- **Non-Collusion Affidavit**
- **Non-Lobbying Certification**
- **Non-Discrimination Certification**
- **Cost Proposal Form**
- **City of Santa Ana Team Resumes**

8. Service Utilization Report Samples.....

Example of Quarterly Report

Example of Annual Report

1b. SERVICES PROVIDED

Helpmates Understanding of City Scope of Services

A. General Contractor Requirements

1. Helpmates will provide a comprehensive catalog of clerical, office, accounting, other related administrative support service and professional options to the City.
2. Helpmates further agrees to;
 - a. Provide appropriate methods to match the City's needs within the specified time frames.
 - b. Coordinate all scheduled work dates with the City at least one business day before the start of an assignment.
 - c. Provide a detailed proposal and invoice, according to the specifications prescribed by the City department.
 - d. Helpmates will ensure the following criteria prior to recommending an temporary worker for placement at the City:
 - Ensure work authorization has been obtained and is current for individuals referred to the City for assignment via Form I-9, Employment Eligibility Verification.
 - Ensure that Live Scan fingerprinting and/or background check have been processed, completed and passed (if requested by the City)
 - Ensure that temporary worker(s) recommended for an assignment meet all essential job functions and minimum qualification requirements for the various types of services.
 - Ensure that typing speed of the selected temporary worker is at least 30 wpm, and Microsoft Office abilities have been tested and are met with positive results as required.
 - Ensure due diligence employment verification/references of the temporary worker selected for an assignment to verify positive work history.
 - Ensure the temporary worker is bilingual in English and Spanish or Vietnamese when required for an assignment.
 - Verify that temporary worker is not a retired annuitant of the California Public Employees' Retirement System (CalPERS).

All of the screening checks are conducted on every potential Helpmates Specialist that will work for Helpmates at the City. We believe this is an important cornerstone of our assessment and hiring process, as well as the industry leading quality results we deliver.

3. Helpmates will not impose a temporary to permanent placement fee. It is not applicable for temporary workers that are hired by the City through a competitive recruitment process, regardless of introduction or assignment by Contractor. Direct hire placement is only applicable for direct hire placement requests or if a temporary worker was hired without a competitive recruitment process.

B. Specifications/Scope of Services

Helpmates acknowledges the following:

1. City representative contacts Helpmates for temporary services and provides the job title and any special skills or required experience and: Certain positions may require bilingual skills. Helpmates will provide temporary worker (s) as required and approved by City departments to work at the various City of Santa Ana department locations.
2. Helpmates will compare job requirements with worker qualifications and will email resume(s) and test results of temporary workers as requested.
3. Helpmates will follow up with the City within two (2) hours to provide name (s) for City approval. If Helpmates is unable to locate a qualified candidate within (4) hours of the initial request, the City reserves the right to contact other temporary agencies for placement.
4. Once a candidate is selected, and the hourly pay rate has been agreed upon, Helpmates shall provide the City with a detailed proposal to include the specific job description, the hourly pay rate for the temporary worker, and the mark-up rate. The City shall then review and sign the proposal if approved.
5. All invoices will include agreement number, requesting city department, department contact name/requester name, candidate name, hourly pay rate and mark-up rate, dates of assignment duration and total hours worked during the duration of assignment.
6. Helpmates will provide temporary workers who have the skills required for the assignment.

We have the capability and flexibility to accommodate what is easiest for the City, both now and as circumstances and procedures change.

In addition Helpmates understands and agrees;

7. The City reserves the right to end a Temp's assignment if work performed is substandard, attendance is poor, or for other business related reasons.
8. We shall remove any temporary worker for assignment at City's request, at the specified time and date and will provide a replacement temporary worker if required by City.
9. We shall be responsible for all decisions concerning matters of hiring; firing; discipline; payroll practices; and employee benefits such as vacation, sick, and other leave benefits. Temporary workers provided by Helpmates shall be considered employees of Helpmates and shall in no sense be considered employees or agents of the City.
10. We shall be responsible for communication with temporary workers with respect to their duties as employees of Helpmates.
11. We will provide the City with testing resources for regular status positions as requested. These services shall be provided at the rates set forth in Cost Proposal Form, ATTACHMENT G.
12. Individual temporary workers are not permitted to work more than 960 hours in any fiscal year period (July 1 - June 30). Contractor is solely responsible for tracking hours worked by all temporary workers, and to notify the department contact and the Human resources Department within 30 working days of any temporary worker reaching the limit of 960 hours.
13. Helpmates will comply with all applicable local, state, and federal laws and regulations, including California Assembly Bill 1028 (Effective January 1, 2012) and CalPERS rules regarding CalPERS Retired Annuitants, whether formerly employed by the City or other public agency employers subscribing to CalPERS. Helpmates will ensure that no employee provided under this agreement would need to be reinstated to CalPERS employment or considered to be in violation of the retirement law or otherwise in unlawful employment as a result of their work at the City prior to assigning any temporary worker to any City request.

1c. AGREEMENT STATEMENT

Helpmates has no objections with any or all provisions as contained in **EXHIBIT II Sample Agreement** of this RFP.

1d. FIRM AND TEAM EXPERIENCE

We are an award winning firm with four California locations, and over 11 locations through our Talentlaunch network on a national level. Helpmates foundation is built on providing customized value-added services. Helpmates consistently differentiates its capabilities and has developed a brand reputation of best in class client and talent satisfaction, and is recognized as an employer of choice in the region. Along with our excellent risk/safety management programs, and best in class workers' comp and employment liability results, Helpmates is nationally known as a true top tier staffing provider.

For over the past 50 years, Helpmates has grown into one of the largest, most well respected staffing services in California, staffing over 500,000 positions in a vast category of industries, organizations and governmental agencies. The majority of our staffing service clients utilize temporary staff in very similar positions and skill classifications, and require similar workforce management support as outlined in this RFP.

Helpmates, now part of the Talent Launch network, is a highly regarded workforce solutions firm and a recognized leader with capability to operate nationally. We provide consultative, workforce solutions to clients including specialized programs for long-term contract staffing, recruitment, and human resource services. Helpmates focuses on essential roles that are in the office/professional, accounting & finance, human resources, automotive specialty, and logistics / distribution / manufacturing environments.

Helpmates Company Information

Type of Company: Corporation

Full-time Service Office:

Irvine
1200 Main Street, Suite A
Irvine, CA 92614

Supporting Branch Locations:

Cerritos
17871 Park Plaza Dr., Suite #150
Cerritos, CA 90703

Buena Park
5600 Beach Blvd.
Buena Park, CA 90621

LA/South Bay
879 W. 190th Street, Suite 910
Gardena, CA 90248

City of Santa Ana's Team

Gena Monroy, Market Manager

gmonroy@helpmates.com; 949.752.6006

Gena is an ASA Certified Staffing Professional and has over 15 years of professional experience in the recruiting and staffing industry. Gena manages some of our largest client relationships as the key contact, conducting Specialist supervisory duties, streamlining effective reporting metrics and coordinating temporary placements. Her experience and consultative approach makes her uniquely qualified to effectively drive positive results and maintain lasting relationships.

Gena will manage the City of Santa Ana account team to ensure a high-level of customer service delivery, including recruiting, screening, assessing, hiring Specialists, supporting the quality control process, and that all aspects of Helpmates' programs are being executed in working with the City of Santa Ana, and the continued weekly proactive recruitment plans preparing for open orders received from City of Santa Ana.

Mihyiesha Flores, Talent Relationship Supervisor

mflores@helpmates.com; 949.752.6006

Mihyiesha is an ASA Certified Staffing Professional and has over 10 years of progressive staffing industry experience. Her responsibilities include recruiting, screening, assessing and hiring specialized employees, customer service and key account service over all segments.

Norma Leanos, Talent Relationship Supervisor

nleanos@helpmates.com; 949-752-6006

Norma joined Helpmates in 2014 and has over 10 years of staffing industry experience. Her responsibilities include recruiting, screening, assessing and hiring specialized employees, customer service and key account service over all segments.

Joel Corrales, Recruiter

jcorrales@helpmates.com; 949-752-6006

Joel joined Helpmates in 2022 supporting sourcing of candidates and working daily to pipeline and funnel candidates for the openings in the Irvine Branch. Joel will continue to play a close role with Gena on understanding the positions at The City of Santa Ana and keeping a pipeline of candidates available for interview and placement.

Nancy Martinez, Staffing Coordinator

nmartinez@helpmates.com; 949-752-6006

Nancy is an ASA Certified Staffing Professional and has over 7 years with Helpmates. Nancy handles all payroll for The City of Santa Ana, and administers all onboarding assessments and the management of sexual harassment training. Nancy fields calls from our talent on assignment supporting any questions and assisting with employee portal information.

Mario Soto, VP Of Operations

msoto@helpmates.com; 949.752.6006

Mario, is an ASA Certified Staffing Professional and has 22 years working with Gena and Rosalie on the City of Santa Ana account. Mario supports Gena with oversight on compliance, auditing and hiring practices to ensure for compliant delivery. Mario also oversees any employee relation issues minimizing liability working with Gena and Human Resources.

Rosalie Villa, President (Project Manager/Principal Agent)

rvilla@helpmates.com; 949.752.6006

Rosalie, an experienced staffing executive and business leader oversees the sales and business solutions for Helpmates with a focus on key clients accounts. She will have overall accountability of the partnership between City of Santa Ana and Helpmates. Her focus will be to lead the team in creating and implementing programs driving cost saving solutions and efficiencies, talent engagement and retention. Rosalie joined Helpmates in 1992 and has held leadership positions in new business sales and key customer delivery strategy. Rosalie has had over 19 years'

experience working with government entities, educational institutions, non-profit organizations and has developed programs driving efficiency and process improvements allowing Helpmates the long-term partnership.

Key Staff Involvement

Key Helpmates staff involved on the City account will be available to the extent proposed for the duration of the project.

Please see resumes attached of all managers, supervisors, and other key personnel who will be assigned to this contract if awarded.

I.e. WORK PLAN

Helpmates Understanding of City Scope of Work

Approach to Completing Work Specified in the Scope of Work

As an EEO employer, we seek candidates from numerous civic, educational and professional sources. Helpmates does not discriminate in any form of recruiting or job order taking, and actively promotes and practices compliance with all Federal and State employment laws as it pertains to recruiting, assessing and selecting the best qualified candidates, without regard to sex, race, ethnicity, national origin, veteran status, disability, age, religion, or any other legally protected status.

Our methods have one Mission:

To maximize the City's performance by consistently sourcing and delivering the right talent and services in the most cost efficient and expedient manner. In order to achieve our mission as stated above, and to achieve the world-class results we have accomplished, our methodology is a multi-step approach which includes the following components:

- A. Experienced Helpmates City Team
- B. Specialist Recruiting Strategy
- C. Candidate Selection Process

A. Helpmates Activities Undertaken in Completing the Work

The Helpmates City Team

Our success starts with our experienced Helpmates City Team, which is professionally trained and ASA CSP certified. A brief summary of their collective experience includes:

- A Helpmates City Team with over one-hundred and thirty (85) years of combined staffing experience!
- A Helpmates City Team of ASA Certified Staffing Professionals (CSP)
- CSP designated Helpmates Senior Management Team actively involved in managing and supporting the Helpmates City Team

B. Specialist Recruiting Strategy

The Helpmates recruiting process has a simple mission:

Retain our current highly qualified Specialists, and attract the best possible flow of qualified candidates in the most efficient and expedient manner possible. As a means of distinguishing Helpmates from similar employers, we employ the following strategies to attract and retain our outstanding Specialists, and to maintain a constant flow of qualified candidates.

Armed with cutting edge technology of the TalentLaunch network Helpmates uses automated tools to streamline the recruitment process getting candidates to work faster communicating in real time. Our ability to respond to the City's open requisitions in a timely manner has allowed for highly satisfied managers with successful placements.

Helpmates utilizes the following leading edge technology driving efficiencies for the City while simplifying our new hire onboarding process and maintaining compliance:

Bullhorn

Bullhorn is Helpmates applicant tracking system and customer relationship management platform. It is the central cog that connects our highly innovative solutions and assists us in serving our customers and candidates.

Daxtra

DaXtra is Helpmates candidate matching technology that reviews multiple sources inclusive of Indeed, Monster, CareerBuilder, Dice, LinkedIn and our own Bullhorn database for candidates who are actively seeking new opportunities and matching their experience, skills, and home address with that of a job we are filling. If they don't already exist in our database, it's easy to pull them in with DaXtra and contact them in short order.

Bullhorn Time & Expense

Bullhorn Time & Expense is Helpmates candidate time tracking system. Fully mobile app enabled, it ensures our candidates can easily enter the time they work each week for their supervisors to then verify and approve right from their email inbox.

Able

Having our candidates on your jobs as fast as possible is mission critical. Able enables our workforce to fill out their critical and compliance based paperwork on the device of their convenience, even smart phones. Most paperwork can be distributed, filled out, and signed within the same day! This is also where our candidates can retrieve important payroll information such as pay stubs and W-2s.

SkillCheck

SkillCheck is Helpmates testing platform for skills assessment and testing. SkillCheck offers one of the largest and highest-quality assessment libraries in the world and offers a wide variety of skills, knowledge, behavioral and cognitive titles to measure exactly what you need.

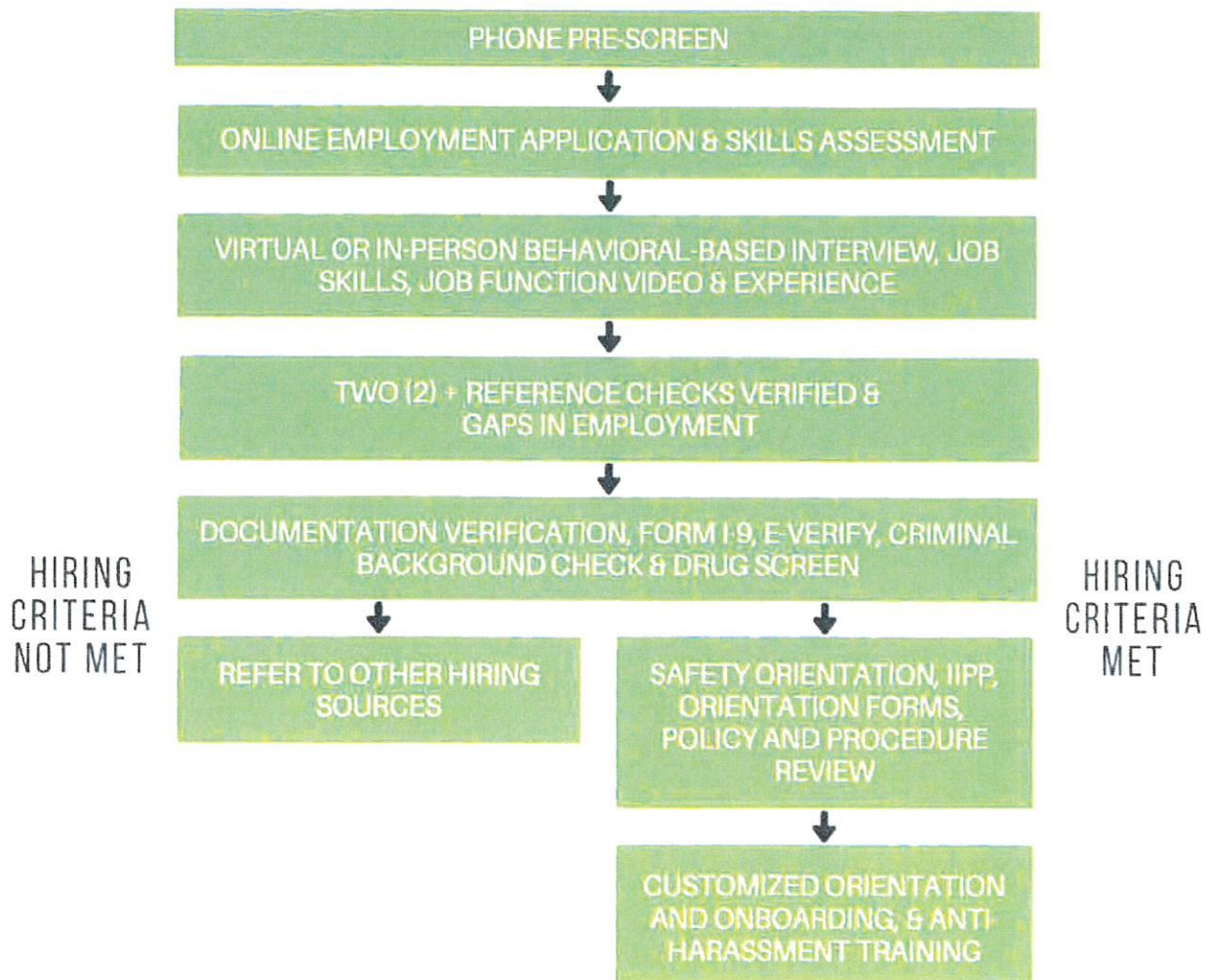
The recruiting chart below highlights the most important resources of our recruiting and candidate flow strategy:

Leading Edge Technology: Helpmates internal systems: Bullhorn ATS and Daxtra
1 Source is Employee Personal Referrals Employees like to work with other qualified employees and Helpmates!
Community Involvement; Established Relationships with Trade and Technical Schools, Colleges and Universities, Promoting Career Days and Presenting Employment Seminars
Specialized Recruiting Sources; Trade/Vocation/Business Schools, Industry and Professional Associations
Community Events; Various Job Fairs and Charity Events Held Throughout Orange County

Job Postings on LinkedIn, Indeed, Helpmates Job Board and Internet Websites
Outplacement; Provide On-site Recruiting and Job Transition Training in the Event of Reductions in Staff

C. Candidate Selection Process

Our process to deliver outstanding results and achieve our stated City Mission is in assessing, selecting, employing and delivering the right talent. Our methods for doing so are outlined below:



The Helpmates candidate selection process is both scientifically and experiential based. As the flow chart outlines, each candidate is thoroughly assessed, in-person or virtually interviewed, referenced checked and background checked for the skills and experience as indicated on their application and resume.

Helpmates will provide a comprehensive catalog of clerical, office, accounting and other related administrative support service options to the City. Helpmates further agrees to:

- Compare job requirements with worker qualifications and will email resumes and test results of temps as requested.
- Provide appropriate methods to match the City's needs within the specified time frames.
- Coordinate all scheduled work dates with the City at least one business day before the start of assignment.
- Provide a detailed proposal and invoice, according to the specifications prescribed by the City department, which will include the City Agreement Number.

As additional clarity, the following outlines our extensive **pre-employment background check process** and ensure the following prior to recommending any Temp for placement to the City:

- Ensure that work authorization has been obtained and is current for individuals referred to the City for assignment via I-9 (employment eligibility verification)
- Ensure that Live Scan fingerprinting and/ or background check have been processed, completed and passed (if requested by the City)
- Ensure that temporary worker(s) recommended for an assignment meet all essential job function and minimum qualification requirements for the various types of services
- Ensure that typing speed is at least 30 wpm and Microsoft Office abilities have been tested and are met with positive results as required
- Ensure that temporary worker is bilingual when this is requirement for assignment
- Reference Checks – personally conducted by Helpmates Team
- Employment gap checks – personally confirmed by Helpmates Team
- Personal Interviews – personally conducted by Helpmates Team
- E-Verify – online conducted by Helpmates Team before starting any assignment
- Social Security Checks – completed by Helpmates Team at time of first payroll

All of the screening checks are conducted on every potential Helpmates Specialist that will work for Helpmates at the City. We believe this is an important cornerstone of our assessment and hiring process, as well as the industry leading quality results we deliver.

Communication Plan – Temporary Employee/Specialist Ordering Process

Our process is to maximize the effectiveness of communication between the City and Helpmates. As part of our unique service offerings to the City, and as a means to make working with us as simple and efficient as possible, we will customize whatever ordering and communication process is most preferred by the City.

The process for ordering a Specialist generally includes the following:

- City representative deciding how many and which job classifications
- Add/delete any specific skills/experience required
- Determine length of assignment, start date, and reporting details
- Determine location, hours required and other location specific details

Response Plan

- Within 30 minutes of receipt, all orders will be acknowledged and a progress update provided
- We will follow up with the City within two (2) hours to report status of providing name(s) of temporary workers who have the skills required for the assignment, for City approval and based on the above, generally can confirm a qualified employee **within two hours**.
- Once a candidate is selected, and the hourly pay rate has been agreed upon, Helpmates shall provide the City with a detailed proposal to include the specific job description, the hourly pay rate for the temporary worker, and the markup rate. The City will then sign the proposal in approval. All invoices must include the agreement number.

Office Hours: Each workday, Helpmates offices are open from 7:30 a.m. to 5:00 p.m. and our staff is available to fill orders with prompt, productive Specialists who are ready to start working when your business day begins.

Additionally, in last minute or emergency situations, appropriate City representatives will have the business cell numbers and email addresses for the Helpmates Project team. In the off chance this is needed, the Helpmates staff can be available via email, text or phone.

The Quarterly Business Review (QBR) Process

The goal of "The Quarterly Business" (QBR) process is to support the City with qualified staffing Specialists and to consistently meet or exceed expectations and requirements. Our "QBR" review allows us to evaluate and improve our performance by measuring that performance against the City's stated criteria. The Quarterly Business Review process includes three major areas:

- Establishing mutual goals and timelines with the City
- Measuring the quality of all Specialists, order fill response time and overall service performance
- QBR Service Reviews (quarterly or as agreed upon with the City) to focus on improving process, methods and programs and establish action plans and agreed upon goals

At every level of our organization, Helpmates fosters a thorough understanding of customers' needs along with an awareness that quality is a constant process of improvement. The Quarterly Business Review process is a practical, yet powerful approach that best exemplifies our commitment to continuous improvement and long-term partnerships with our clients.

As part of Quarterly Business Review process, the following services will be agreed upon and provided:

- **First and Second Day Quality Checks**
The first day quality check is made approximately 15 minutes after the assignment starts to confirm that the Helpmates Specialist has arrived safely. The second day quality check is also completed within 15 minutes of the start time and focuses on the Specialist's work performance and productivity from the previous day.
- **Weekly Updates**
Helpmates' Weekly Updates have multiple purposes: To guarantee the performance of the Helpmates Specialist in terms of productivity, quality, punctuality, attendance, and behavior, as well as to determine if the Specialist is required the following week.
- **Final Performance Evaluations**
A final evaluation is documented on each Specialist who has completed an assignment at our client site. This evaluation rating is maintained in the Specialist's and the City's data file for discussion at the TLC reviews and for future reference.

Methods of Approach to Quality

Helpmates Quality Control Plan

A very important part of Helpmates performance, and ultimately what sets all services apart, is the quality component of our service offering. The Helpmates Quality Control Plan has four (4) vital components, which are outlined and explained as follows (please note that the frequency of meetings mentioned is recommended, but ultimately the frequency will be determined by the City):

1. City Quality Control Plan Overview

- The RFP, Contract and all pertinent data is retained either on the Helpmates Bullhorn ATS System, in confidential files, or both and is readily available
- Weekly reports emailed to designated City personnel for quality review, financial data, department usage etc., or as required by the designated City personnel
- Monthly/quarterly meetings, as agreed to by the City will include:
 - i. Overall contract compliance review
 - ii. Specific data metrics such as fill rates/refills, etc.
 - iii. Specific goals/objectives for the next month established
 - iv. Establish future meeting date/agendas

2. Helpmates Irvine Office Quality Review

- Daily Helpmates City team office huddles are held for updates and progress reports on pending or open orders
- Communication with City staff daily or as frequently as needed for quality updates and performance feedback
- Weekly Key City internal metrics review
- Monthly City performance review internally prepared and discussed
- Strict adherence to the comprehensive Helpmates employee selection process which is included on page 11
- Monthly random hiring audits performed by Mario Soto, Helpmates VP of Operations
- Helpmates PowerBI is the primary tool used for managing all City data and metrics

3. Helpmates Temporary Employee/Specialist Review

- On new City assignments, each Helpmates employee is called on the first and second of their assignment to determine the employees comfort level and job satisfaction
- During the course of all assignments, each Helpmates employee is frequently communicated with to continue the job satisfaction quality review process and enhance employee retention
- Helpmates uses Great Recruiters to promote talent engagement and continuous improvement. Great Recruiters send out surveys to our specialists at the start of an assignment regarding onboarding and training, mid assignment and the end of assignment. Helpmates uses Great Recruiters to promote talent engagement and continuous improvement. These surveys help us measure customer experience between our talent and recruiters and help identify opportunities for improvement. On a quarterly basis, we also survey our valued customers for feedback on our responsiveness, knowledge of the job and industry we are recruiting for, quality and transparency. We thank you ahead for your participation.
- Weekly, or as often as the City allows, specific performance feedback is requested and documented in the employee file and the City file on Helpmates Bullhorn ATS system
- Upon receiving specific employee feedback, the Helpmates City Team shares this performance feedback as appropriate
- Based upon the multiple levels of feedback, the Helpmates City staff develop specific action plans to improve upon our performance, thus embodying the Helpmates culture of **Continuous Improvement and Exceed Expectations**

4. Helpmates Full-Time Employee Quality Plan

The foundation of our Helpmates' comprehensive Quality Plan are our internal employees, which includes the Helpmates City Team. The primary tools involved in this plan include:

- A comprehensive hiring process
- Mandatory successful completion and bi-annual recertification of the Certified Staffing Professional (CSP) certification via the American Staffing Association
- Ongoing professional development and skills enhancement training
- Periodic employee performance reviews
- Suggested annual employee professional resume updates to illustrate the many ways our employees have grown and developed
- Annual employee surveys geared towards specific and candid feedback re: Helpmates, the workplace, benefits and overall employee satisfaction

In conclusion, the four (4) corners of our quality control plan embrace all aspects of our people business. We believe that our comprehensive quality approach is the catalyst for the superior results we are achieving with our clients, employees and Specialists.

How Helpmates Proposes to Address Special Issues or Problems

Action Plan for Handling Issues or Problems Associated With Temporary Staffing:

As a provider of services to organizations that deal in potentially urgent or emergency matters, Helpmates has in place the following urgent/emergency action plan:

- The appropriate City representative will have the personal cell number of an Helpmates City Team member, and back up team members as appropriate
- All Helpmates City team members have off-site Helpmates Bullhorn mobile access to all City and Specialist data for emergency needs or after hours contact
- Helpmates also has an emergency preparedness plan in case of area/regional issues that require a triage approach for handling urgent/emergency matters
- In the case of employee workplace issues, each Helpmates staff is a Certified Staffing Professional, and is trained to professionally mitigate and minimize any workplace drama and workplace liability
- With the Helpmates extensive quality review process, including specific proactive performance management, issues will be quickly and professionally resolved and go-forward improvement processes activated and measured

Implementation Plan and Timeline

Helpmates will have a shortened timeline due to our partnership the past five years.

Helpmates Implementation process involves working closely with the City in understanding the needs and objectives for the staffing program at this time. Helpmates implementation team consists of Mario Soto, VP of Operations, Gena Monroy, Current City Project Manager and Nancy Martinez, Staffing Coordinator. Helpmates will lead and follow up on timeline with City's team involved using our proven methodology.

Kick Off:

Our team will conduct meetings with HR & Management to introduce our team and Helpmates. We will then initiate meetings and understand objectives and discuss together the timeline and the steps to be taken in moving forward.

At this time we will work with City on items such as:

- Timekeeping system
- Requirements from the SOW and establish goals to be measured by
- Transition of employees
- Change Leadership Plan
- Communication and Announcements
- Needs Assessment with Departments

Action:

Our process of servicing the City can begin immediately with the support from our Branch in Irvine.

As meetings are being held and action items are being completed our City Project Manager will work to handle open order requisitions and support management with getting positions filled.

Quality Control:

Our VP of Operations will handle the QC process on the timeline and the task being completed to ensure we are meeting expectations and follow through on any issues that may occur. The goal is to have a seamless process that does not create disruption in servicing and working together.

Cost Proposal

This section shall define the detailed pricing for the services. The City is interested in a pricing structure as set forth:

1. As a mark-up percentage above the hourly pay rate for a particular position.
2. Helpmates understands the temp-to-perm placement fee is not applicable. Our direct hire fee is 18% of the employees annual first years salary if a temporary worker was hired without a competitive recruitment process.

Please see **ATTACHMENT G: Cost Proposal Form**

Helpmates understands and acknowledges the following:

- The City shall not provide reimbursement for travel-related expenses, mileage, parking, lodging, meals, incidental fees, insurance, freight/shipping and handling/delivery, and any other business expenses supplies and materials related to providing services as specified herein. Additional costs will not be considered and will not be reimbursed by the City, therefore, such costs must be absorbed in Proposer's cost proposal fee structure.
- Proposals shall be valid for a minimum of one hundred eighty (180) days following Proposal deadline. The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become property of the City.

Payment Schedule

Helpmates processes electronic invoices on a weekly basis. The invoice will be only for the specific number of hours worked by our employee. A timecard will be sent with the appropriate invoice.

Payment Terms

Invoices are due upon receipt.

II. REFERENCES

With over 45 years of progressive success in the staffing industry, supporting a variety of industries in Southern California, Helpmates has a wealth of knowledge and experience in successfully managing the fluctuating needs of our public and private sector clients.

The continued satisfaction of our clients is of great importance to us and as a result of our passion for continuous improvement, Helpmates has been recognized for nine (9) consecutive years with the "Best of Staffing" award by Inavero, Inc. We are proud to share our results with the City, as the Inavero survey revealed that our clients are three times as willing to recommend our services to colleagues as compared to the national average for staffing services. Below are references of just a few of our successful staffing partnerships that Helpmates has with requirements similar to those of the City.

Please see ATTACHMENT B: References



CITY OF SANTA ANA

ATTACHMENT A

PROPOSER'S CERTIFICATION, PROPOSAL PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

<u>Helpmates Staffing Services, LLC</u>	<u>949 752-6006</u>
LEGAL NAME OF COMPANY	PHONE AND FAX NUMBERS

<u>1200 main st. Suite B, Irvine, CA 92614</u>
BUSINESS ADDRESS

<u>Rosalie Villa</u>	<u>President</u>
PRINTED NAME OF AUTHORIZED AGENT	TITLE

<u>[Signature]</u>	<u>4/18/23</u>	<u>rvilla@helpmates.com</u>
SIGNATURE OF AUTHORIZED AGENT	DATE	E-MAIL ADDRESS

<u>86-2802283</u>	
FEDERAL ID NUMBER (IF APPLICABLE)	CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



CITY OF SANTA ANA

ATTACHMENT B

REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

REFERENCE

Customer Name: Irvine Ranch Water District Contact Individual: Marie Bowers

Address: 15600 Sand Canyon Ave. Phone Number: 949 453-5360

Irvine, CA 92618 EMAIL: bowers@irwd.com

Contract Amount: \$400,000 Year: 2016 to present

Description of supplies, equipment, or services provided:

Professional, office, water utility specialty

REFERENCE

Customer Name: Amway Contact Individual: Alejandra Coto

Address: 5600 Beach Blvd. Phone Number: 714 562-7977

Buena Park, CA 91070 EMAIL: alex.coto@amway.com

Contract Amount: \$1 million plus annual Year: since 2000

Description of supplies, equipment, or services provided:

Professional, office, manufacturing

REFERENCE

Customer Name: LA COUNTY Board of SUPV. Contact Individual: Shona Jeffreys

Address: 500 W. Temple St. Rm 374 Phone Number: 213 974-1421

Los Angeles, CA 90012 EMAIL: sjeffreys@bos.lacounty.gov

Contract Amount: \$300,000 annual Year: 2019 to present

Description of supplies, equipment, or services provided:

office admin., accounting, payroll

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
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CITY OF SANTA ANA

ATTACHMENT C PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm Helpmats Staffing Services, LLC

Signed and Printed Name: Rosalie Villa Rosalie Villa

Title President

Date 4/18/23

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
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CITY OF SANTA ANA

ATTACHMENT D NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

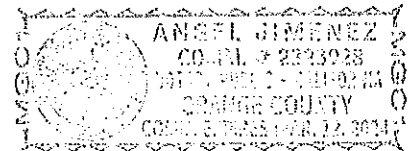
Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed *Rosalie Villa*

State of California, County of Orange

Subscribed and sworn to (or affirmed) before me on this 18 day of April, 2023, by Rosalie Ann Villa, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

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



Ansel Jimenez
Notary Public Signature

Notary Public Seal

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CITY OF SANTA ANA

ATTACHMENT E NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: *Rosario Villa*
 Title: *President*
 Firm: *Helpmates Staffing Services, LLC*
 Date: *4/18/23*

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CITY OF SANTA ANA

ATTACHMENT F

NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract



CITY OF SANTA ANA

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: Rosalie Villa
Title: President
Firm: Helpmates Staffing Services, LLC
Date: 4/18/23

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
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EXHIBIT C

COMPENSATION

Consultant's Fee Proposal including hourly rates if applicable



CITY OF SANTA ANA

ATTACHMENT G
COST PROPOSAL FORM

FOR EVALUATION PURPOSES, THE FOLLOWING PROPOSAL PRICING MUST BE BASED ON THE CITY'S ASSUMED 9/80 WORK SCHEDULE AND DETAILED CRITERIA AS SPECIFIED HEREIN. ALL RATES PROPOSED MUST BE INCLUSIVE OF ALL APPLICABLE TAXES, LABOR, BUSINESS EXPENSES, ETC. ADD AS MANY ADDITIONAL ROW(S) FOR ADDITIONAL CLASSIFICATION(S) FOR CONSIDERATION FOR INCLUSION IN YOUR RESPONSE, AS STATED IN SECTION C. SERVICE CATEGORIES, SUBSECTION 5.

CITY OF SANTA ANA CLASSIFICATION	PRICING					
	Hourly Pay Rate	Min Bill Rate	Max Bill Rate	Mark-up	Overtime Bill Rate	Overtime Mark-up
Accountant	\$ 35-40	\$ 48.65	\$ 55.60	39 %	\$ 72-84	150 %
Accounting Assistant	\$ 24-26	\$ 33.36	\$ 36.14	39 %	\$ 50-55	150 %
Legal Secretary	\$ 30-32	\$ 41.70	\$ 44.48	39 %	\$ 62-67	150 %
Office Specialist	\$ 21-23	\$ 29.19	\$ 31.97	39 %	\$ 41-48	150 %
Paralegal	\$ 30-40	\$ 52.82	\$ 55.60	39 %	\$ 79-84	150 %
Receptionist	\$ 20-22	\$ 27.00	\$ 30.58	39 %	\$ 43-46	150 %
Secretary	\$ 28-32	\$ 38.92	\$ 44.48	39 %	\$ 58-67	150 %

Provide markup percentage rate agency will utilize to negotiate prices for positions not listed above.

39 %

OTHER TECHNICAL AND PROFESSIONAL CLASSIFICATIONS AS DETERMINED. LIST CLASSIFICATIONS IN ALPHABETICAL ORDER.

DIRECT HIRE PLACEMENT	Direct Hire Lump Sum Fee (Please Explain Below)
	\$ 18 %

Temp-to-perm placement fee is not applicable for temporary workers that are hired by the City through the competitive recruitment process, regardless of introduction or assignment by Contractor. Direct hire placement is only applicable for direct hire placement requests or if a temporary worker was hired without a competitive recruitment process. Please



CITY OF SANTA ANA

explain briefly in detail your policy and pricing on the hiring of your temporary workers. Attach additional pages if required.

Helmanet understands temp-to-placement fee is not applicable. Our direct hire fee is 18% of the first year's annual salary

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
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Reporting Period: Q1 2023 (w/e 1/8/23 to w/e 4/2/23)

Placement End Date
or Projected End

Employee Name	Client Name	Job Title	Classification Code	Placement Begin Date	Date	Department Name	Pay Rate	Client Bill Rate	Number of Hours Worked
1 Anthony Martinez (2525973)	City Of Santa Ana (162397)	Stock Clerk	1310	1/25/2023	6/30/2023	Santa Ana Public Works	\$24.00	\$33.84	374.50
2 Jose Guillen (2526566)	City Of Santa Ana (162397)	Stock Clerk	1310	2/5/2023	8/4/2023	Santa Ana Public Works	\$25.00	\$35.25	218.00
Totals									592.50

Number of Temporary Workers Hired During This Period: 0

Number of Temporary Workers Employed During This Period: 2

Ho, Josephine

From: City of Santa Ana <certificate-request@ctrax.jdidata.com>
Sent: Wednesday, May 24, 2023 4:08 PM
To: HR Admin
Subject: Internal Notice of Compliance

Categories: Josephine



NOTICE OF COMPLIANCE

CITY STAFF: PRINT THIS PAGE AND INCLUDE WITH AGREEMENT TO THE CLERK OF THE COUNCIL

Contractor Name: Alliance Industrial Solutions, LLC
Project Number: A-2018-148-01
Project Name: Extension of Temporary Staffing Services Agreement No. A-2018-148

The Certificate of Insurance (COI) submitted indicates that the coverages are in compliance with the insurance requirements. No further action is required at this time.

The compliant coverage(s) are:

TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	COI DATE	FILE NAME
AUTOMOBILE LIABILITY	PHPK2516206	02/13/2024	02/10/2023	City of Santa Ana #19335394.pdf
GENERAL LIABILITY	PHPK2516206	02/13/2024	02/10/2023	City of Santa Ana #19335394.pdf
PROF LIABILITY/E&O	PHPK2516206	02/13/2024	02/10/2023	City of Santa Ana #19335394.pdf
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCWFTS000192301	05/10/2024	05/08/2023	Helpmates-City of Santa Ana #19335394.pdf

Thank you,



NOTICE OF COMPLIANCE

CITY STAFF: PRINT THIS PAGE AND INCLUDE WITH AGREEMENT TO THE CLERK OF THE COUNCIL

Contractor Name: Alliance Solutions Group DBA Helpmates Staffing Services
Project Number: A-2023-122-03
Project Name: For On-Call Temporary Staffing Services

The Certificate of Insurance (COI) submitted indicates that the coverages comply with the insurance requirements.

The compliant coverage(s) are:

TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	COI DATE	FILE NAME
AUTOMOBILE LIABILITY	PHPK2655529	02/13/2025	02/13/2024	COI.pdf
GENERAL LIABILITY	PHPK2655529	02/13/2025	02/13/2024	COI.pdf
PROF LIABILITY/E&O	PHPK2655529	02/13/2025	02/13/2024	COI.pdf
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCWFTS000192301	05/10/2024	02/13/2024	COI.pdf

No further action is required at this time.

Thank you,

City of Santa Ana
Risk Management Division

in partnership with

CTrax Plus Services Team

2/15/2024 11:10 AM

AGREEMENT NO. 23-2249
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
HELPMATES STAFFING SERVICES, LLC

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and HELPMATES STAFFING SERVICES, LLC, an Ohio limited liability company with its principal place of business located at 1200 Main St. Suite A 92614, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 Consultant will be providing temporary staffing services to the City.

THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Exhibit "B."

3.3 "Commencement Date": October 16, 2023

3.4 "Expiration Date": October 15, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant

under this Agreement exceed the sum of Ten Thousand Dollars (\$10,000) per fiscal year unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a quarterly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within thirty (30) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Daniel Keenan, Senior Vice President shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City. 12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to negligence, errors or omissions in the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City.

Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.4 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.5 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this

Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to

Consultant's work under this Agreement.); and Five Million Dollars (\$5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence of claim/ Two Million Dollars (\$2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its

insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right

to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

space intentionally left blank]

[This

If to City:
Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:
Kristina Hayden, COO
HELPMATES STAFFING
SERVICES, LLC
6161 Oaktree Blvd.
Suite 300
Independence, OH 44131

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as

the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
KEENAN AND ASSOCIATES



Steve Carmona, City Manager



Kristina Hayden, COO

Dated: 10-24-23

Dated: 10/12/2023

ATTEST:

APPROVED AS TO FORM:



Cynthia Ayala, City Clerk



Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A SCOPE OF SERVICES

CONSULTANT shall:

- Provide qualified and competent temporary personnel on a timely basis.
- Provide quality trained temporary employees to City departments within 48 hours of the telephone request.
- Conduct reference checks and background checks on all temporary employees, adhering to applicable federal, state and privacy protection laws, and ensure that applicants have passed both the reference and background check prior to the start date of assignment.
- Adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual in a protected class.
- Conform to the provisions of the Immigration and Control Act of 1986 by verifying the employment eligibility of each temporary employee.
- Abide by the provisions of the City of Pico Rivera's Living Wage requirements.
- Provide temporary employees willing to report to various City sites including, but not necessarily limited to, City Hall, 6615 Passons Blvd., Pico Rivera, CA 90660.
- Coordinate directly with each City department's requests for temporary services, scheduling and billing for services.
- Provide access to a wide range of employee skills including bilingual skills, Microsoft Word, Excel, Access, Power Point, and manual labor experience.
- These employees must pass a driver record check as a part of the background check conducted by the temporary service agency and must possess a valid California driver's license with no more than one point on their driver record.
- Allow City departments to request a specific individual, when available, to fill a temporary need and charge a "payroll only" fee when city refers an applicant for temporary service need.
- Provide training and orientation as necessary for the temporary employees, in order for them to be job-ready, at no cost or additional charge to the City.
- Allow the using department to transfer temporary employee(s) within the same department (where needed) upon notification by telephone to the agency, at no cost or additional charge to the City.
- Charge no fee to the City for any temporary service agency employee hired into a City position after 90 days of employment.

- Offer a replacement guarantee on temp placements if assigned temp. employee leaves the City prior to expiration of their assignment or if temp. employee performs their duties/assignments poorly or does not meet expectations.
- City agrees to be billed a 4-hour minimum for employees who are canceled or excused prior to 4 hours due to no fault of their own, unless a shorter time frame is agreed to in writing between Consultant and City prior to confirmation of employee for assignment.
- City shall provide a job description with detailed job specifications, minimum qualifications, knowledge, abilities, work conditions, hourly rate and experience requirements.

EXHIBIT B
APPROVED FEE SCHEDULE

Consultant will markup 45% for clerical type temporary positions.

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual

provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of

13. The certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

14. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any negligent acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.



City of Pico Rivera

Karine Shirinian
6615 Passons Blvd.
Pico Rivera, CA 90660
RE: City of Santa Ana Piggyback Agreement

Dear Karine,

Helpmates Staffing has been working with the City of Pico Rivera, providing Temporary Staffing Services for the 2023/24 Fiscal Year.

Recently, we entered into an agreement with the City of Santa Ana, California, having won their business through a competitive RFP Process, RFP No. 23-051. Please find Helpmate's Consultant Agreement with the City of Santa Ana, dated June 20, 2023 enclosed. Helpmate's Staffing will extend the terms and pricing contained in the City of Santa Ana Agreement to the City of Pico Rivera.

We are looking forward to continuing our relationship with the City of Pico Rivera as your temporary staffing provider.

Thank you.

Kristina Hayden

Kristina Hayden
Chief Operating Officer

3d

REQUEST FOR PROPOSALS NO. 23-051
FOR
TEMPORARY STAFFING SERVICES



CITY OF SANTA ANA

KEY RFP DATES: *The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.*

Issue Date: Wednesday, March 29, 2023
Deadline for Questions: Wednesday, April 5, 2023, 4:00 P.M.
Proposal Due Date: Wednesday, April 19, 2023, 4:00 P.M.



CITY OF SANTA ANA

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EXHIBITS

Exhibits provided herein for Proposers' reference only.

EXHIBIT I – Scope of Services

EXHIBIT II – Sample Agreement of this RFP

ATTACHMENTS

- A PROPOSER'S CERTIFICATION, PROPOSAL ITEM PRICING
- B REFERENCES
- C PROPOSER'S STATEMENT
- D NON-COLLUSION AFFIDAVIT
- E NON-LOBBYING CERTIFICATION
- F NON-DISCRIMINATION CERTIFICATION
- G COST PROPOSAL FORM



CITY OF SANTA ANA

I. **BACKGROUND**

Incorporated in 1886, Santa Ana, a Charter City, established a Council-Manager form of government in 1952. The City Council is composed of seven members; the Mayor elected at large and six Council members elected by ward, who appoint the City Manager, City Attorney and Clerk of the Council. The City of Santa Ana (City) is a full-service City with a diverse population of approximately 335,000.

The City's twelve agencies provide all the traditional municipal services, as well as water utility, library system, 20-acre zoo, City Jail, Police Department, and contracts with the Orange County Fire Authority for provision of fire services. The City employs 1,178 authorized full-time positions and has an annual citywide budget is \$646 million, including the General Fund budget of \$316 million.

The City of Santa Ana is located 10 miles inland from the Pacific Ocean, 33 miles southeast of Los Angeles and 90 miles north of San Diego. The City, which is the county seat of Orange County, encompasses an area of approximately 27 square miles and is the 11th largest by population in California.

II. **OVERVIEW OF PROJECT**

The City of Santa Ana (City) is seeking proposals from qualified firms and organizations (Proposers) to provide Temporary Staffing Services, to be utilized on an as-needed basis. The City intends to award a contract to one or more vendors to provide services citywide to any department within the City requiring such services according to the City's employment needs.

The majority of City agencies and departments work under the City's 9/80 work schedule (Monday to Thursday; 9 hour workdays, Friday 8 hour workday; and closed every other Friday on regular City Hall closure dates). For those agencies and departments, it is preferred that the temporary staffing adhere to that schedule. The City expends approximately \$300,000 annually for Temporary Staffing Services, although the requirements will fluctuate during the agreement period.

Regarding Current Agreement Holders:

The City reserves the right to require a transitional plan in the event that one of the current firms is not selected during this Request for Proposals (RFP) process. In this case, a "phase-out" period will be required, allowing those existing employees to complete their assignment with the City through the existing Agreement.

The term "Vendor", "Proposer", "Consultant", and "Contractor" shall refer to any legal entity or entities submitting a proposal in response to this Request for Proposals (RFP).

III. **SCOPE OF SERVICES**

SEE EXHIBIT I – SCOPE OF SERVICES

Usage is not guaranteed. Execution of an agreement between the City and successful firm(s) and/or individual(s) does not guarantee work throughout the duration of the contract period. Numerous factors will be evaluated by the City in its delivery of project and assignments, including technical expertise required.



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IV. TERM OF AGREEMENT

The anticipated term of the agreement is for an initial period of three (3) years. The City may, at its discretion, extend the agreement with the same or more limited scope of required services for two (2) additional one (1) year periods, upon mutual agreement contingent upon City Council approval, or City Manager or City Attorney authorization, as appropriate. The total term of the awarded agreement shall not exceed five (5) years.

V. MINIMUM QUALIFICATIONS

Proposers not meeting the minimum requirements may be deemed non-responsive.

1. Minimum three (3) most recent years of experience performing similar services as those detailed in the Scope of Services section of this RFP.
2. Firm must have a full-time service office in Southern California, preferably in Orange County, for the entire duration of the contract, including a physical address and applicable business license(s), where key staff such as project managers are located to ensure availability for meetings at City facilities as requested within a reasonable timeframe during normal business hours.

VI. RESPONSE TO RFP

A. SUBMITTAL INSTRUCTIONS

It is the responsibility of the Proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the RFP due date and time. Proposals, including all required sections and forms, shall be submitted electronically via the City's Bid Management System, PlanetBids. No other form of submittal will be accepted.

PlanetBids will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that their proposal was submitted successfully. The City will only receive and consider those proposals that were transmitted successfully. Submit proposal online at:
<http://www.planetbids.com/portal/portal.cfm?CompanyID=20137>.

Proposer shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the bid submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's assigned Buyer. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

Proposals shall NOT be sent via telegraphic, electronic, or facsimile means.

All notifications, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.



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B. COMMUNICATION / CONTACT WITH CITY STAFF

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are only to communicate with the assigned Project Coordinator(s), and no other City staff about this RFP from the date this RFP is issued until a contract is awarded. The City will provide all official communication concerning this RFP in writing via the City's Bid Management System, PlanetBids.

The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the designated Project Manager(s).

C. REQUEST FOR INFORMATION OR CLARIFICATION / QUESTIONS

Questions regarding this RFP shall be submitted via PlanetBids. Responses to all questions will be posted on PlanetBids no later than the date and time shown at the schedule of key RFP dates on the cover page of this RFP. All prospective Proposers are advised to visit PlanetBids on a regular basis as responses may be posted earlier than the date above (if applicable). No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or Contract terms and conditions must be submitted by the deadline for questions. Such requests should include an attachment in Word or PDF format on formal company letterhead that shows the requested modifications.

Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this RFP, which will be released and posted on PlanetBids under the "Addenda/Emails" tab.

General process questions may be directed to the following:

Megan Ornelas
Buyer
Email: MOrnelas@santa-ana.org

D. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City's PlanetBids system, <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation.

E. UNDERSTANDING PROPOSAL

It is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Proposer does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Proposers. The City will not be bound by any oral responses to inquiries. By submitting proposals, Proposers assert that they have fully read the RFP and any addenda issued by the City, the proposed Contract and any other Contract Documents, and affirm that the terms and conditions stated therein are fully understood and are acceptable to the Proposer. Each Proposer accepts the terms and conditions of the Contract Documents and indicates their ability and willingness to perform



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the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Document shall be submitted to the City by the deadline to submit requests for information or clarification/questions set forth herein.

F. PROPOSAL CONTENTS

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, photographs etc., are not necessary or desired. Emphasis should be concentrated on conformance to RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Digital dividers and clear organization of content and material are encouraged.

1. Statement of Qualifications (SOQ)

SOQ must include a Table of Contents and be limited to a **maximum of 20 pages** (excluding section dividers and exhibits). The page limitation includes all appendices, attachments, and supplemental information. Additionally, SOQ must include the following:

a. Cover Letter

Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity. Cover Letter shall not exceed one page.

Cover letter must be addressed to the following City Project Manager:

Lori Schneider, Operations Manager

City of Santa Ana – Human Resources Department
20 Civic Center Plaza
Santa Ana, CA 92701

b. Services Provided

A description of proposed services to be provided and how they meet the needs of the City as described in **Section III – Scope of Services** (Above).

c. Agreement Statement

Proposal shall include a statement outlining your concurrence or concerns with any and all provisions as contained in **EXHIBIT II – Sample Agreement** of this RFP (if any).

d. Firm and Team Experience

Proposal shall include a profile of the firm's experience including the following:

- i. A general description of the firm, including size and number of employees working directly with the City on this agreement.
- ii. Firm's nearest address serving the City of Santa Ana and headquarters address.
- iii. Firm's full-time service office in Southern California if different from above.
- iv. Name and contact information of the supervising Project Manager/Principal Agent, to be assigned to the agreement. The Project Manager/Principal Agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited to an interview.



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- v. Include resumes for all managers, supervisors, and other key personnel including subconsultants (if applicable) who will be assigned to this contract if awarded.

- e. Proposed Work Plan

Proposal shall include a statement demonstrating the firm's understanding of the Scope of Services.

Additionally, proposed work plan shall include Proposers':

- i. Anticipated approach to performing services as specified herein;
- ii. Suggestions or special concerns the evaluation committee should take into consideration (if any);
- iii. Description of deliverables and implementation plan. Proposer shall submit a general description of the deliverables, implementation plan, and timeline.

- f. References: Attachment B – References shall be submitted for similar projects performed for state and/or similar government clients.

2. Cost Proposal

All Proposers are required to submit a fixed rate fee schedule with their Cost Proposal per **ATTACHMENT G**. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Cost Proposal must include a payment schedule if applicable. City reserves the right to negotiate compensation and/or payment schedule prior to award of any resulting agreement.

Cost Proposal must include the following:

- ATTACHMENT G – Cost Proposal Form
- Fixed rate fee schedule for specialized services (if any are included in proposal)

The City shall not provide reimbursement for travel-related expenses, mileage, parking, lodging, meals, incidental fees, insurance, freight/shipping and handling/delivery, and any other business expenses, supplies and materials related to providing services as specified herein. Additional costs will not be considered and will not be reimbursed by the City, therefore, such costs must be absorbed in Proposer's cost proposal fee structure.

Proposals shall be valid for a minimum of one hundred eighty (180) days following Proposal deadline. The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become property of the City.

VII. CERTIFICATIONS (ATTACHMENTS)

In addition to the SOQ, Narrative/Technical Proposal, and Cost Proposal, the following forms, included in this RFP, shall be signed and included as part of the proposal submittal package:

- Attachment A: Proposer's Certification and Proposal Item Pricing
- Attachment B: References



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- Attachment C: Proposer's Statement
- Attachment D: Non-Collusion Affidavit
- Attachment E: Non-Lobbying Certification
- Attachment F: Non-Discrimination Certification
- Attachment G: Cost Proposal Form

The proposal must be completely responsive to the RFP. Incomplete proposals will be deemed as nonresponsive and will be rejected. The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any commitment will be awarded pursuant to this RFP or otherwise.

PLEASE NOTE: City will not waive notarization requirement when applicable on any of the required attachments.

VIII. REFERENCES

Contractor shall provide three (3) references from other similar public agencies for which services similar to those specified in this RFP have been performed, including contact names and telephone numbers. Use **ATTACHMENT B – References**. The respondent grants permission for the City to contact any individuals listed as references.

City may disqualify a Proposer if:

- References fail to substantiate Proposer's description of services and deliverables provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
- City is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact(s) of normal City working hours.

IX. MINIMUM SCOPE AND LIMIT OF INSURANCE

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of Notice of Intent to Award. Contractor must maintain, for the duration of its contract, insurance coverages as required by the City.

Additionally, Contractor shall provide the following insurance coverage:
Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.



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- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions) Insurance** appropriates to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.



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Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five* (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

X. SELECTION PROCEDURES & CRITERIA

- A. The City will establish a proposal review committee. The review committee will evaluate proposals based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth below.
- B. Proposers will be ranked by the review committee based on the following criteria:

CATEGORY	POINTS
Responsiveness to RFP <ul style="list-style-type: none"> • Proposal’s compliance with the requirements of this RFP. • Scope of Services offered including ability to provide optional services. • Value added services – New and/or innovative product or service suggestions or other new ideas and enhancements. 	30
Experience of Firm and Personnel <ul style="list-style-type: none"> • The experience, resources, and qualifications of the firm and individuals assigned to this account, including manager, supervisor and assigned staff. 	35



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Cost of Proposal <ul style="list-style-type: none"> • Cost of delivering specified services is reasonable and consistent with industry standards. • Cost of specialized services, if any 	25
References <ul style="list-style-type: none"> • Acceptable and verifiable references • References that are similar in size and project scope to the City. 	10
TOTAL POSSIBLE SCORE	100

- C. A final score will be calculated for each submitted proposal and used to rank Proposers. Based upon the foregoing criteria, all proposals shall be ranked by score. Only those proposals receiving a score above 70 will be considered for award. The City reserves the right to award the contract to any proposer(s) with a score above 70. The review committee will evaluate proposers based on their response to the RFP and the City evaluation criteria set forth above.
- D. The City is under no obligation to accept any proposal and reserves the right to negotiate with respondents as to fees and terms. The City may reject proposals at its sole discretion. If proposal fails to satisfy any requirements outlined in this RFP, it may be considered non-responsive and may be rejected.

The City shall not be obligated to accept the lowest priced proposals, but will make awards in the best interests of the City after all factors have been evaluated.

The review committee will recommend the qualified Proposers to the City Council or City Manager for award of contract, as appropriate.

- E. The review committee may invite the proposers to interview. The City reserves the right to seek additional information from any or all Proposers invited to present proposals. A final score will be calculated for each submitted proposal and used to rank Proposers. City reserves the right to begin negotiations and enter into a contract without holding interviews, or further discussions.

XI. WITHDRAWALS

Proposers are responsible for verifying all prices and information before submitting a proposal. Prior to the proposal due date, the Proposer or Proposer’s representative may withdraw the proposal by providing written notice of the proposal withdrawal to the City Contact/Project Manager. Verbal or telephonic withdrawals are not permissible.

XII. GENERAL TERMS AND CONDITIONS

A. AMERICANS WITH DISABILITIES ACT

The awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 (“ADA”), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a



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person with a disability. Any contract entered into by the awarded Contractor (or any subcontract thereof), relating to this RFP, shall be subject to the provisions of this paragraph.

B. CITY BUSINESS LICENSE

The selected proposer shall be required to obtain a City of Santa Ana Business license within thirty (30) days of selection and must provide a copy to the City projects manager or designee prior to commencing any work in Santa Ana.

C. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

D. CONFLICT OF INTEREST

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor; the Contractor's employees, agents, and Subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

No person, firm, or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Contractor is precluded from contracting for any work recommended as a result of this Contract.

E. CONTRACTOR'S EXPENSE

Pre-Contractual Expenses: The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing a response to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. Pre-contractual expenses are not to be included in the cost proposal. Pre-contractual expenses include, but are not limited to, preparation of the proposal, submission of the proposal and additional information, attendance at pre-proposal conference, negotiating any matter related to this RFP with City, and/or any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the contract.

Other Expenses: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on City sites during the performance of work and services under this Contract.

F. CONTRACTOR'S PROJECT MANAGER/KEY PERSONNEL

Except as formally approved by the City, the key personnel identified in Contractor's proposal shall be the individuals who will actually complete the work. Changes in staffing must be



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reported in writing and approved by the City. The City shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel under the awarded contract. The City shall notify the Contractor in writing of such action. The City is not required to provide any reason, rationale, or additional factual information if it elects to request any specific key personnel be removed from performing services under the awarded contract. The City shall review and approve the appointment of the replacement for the Contractor's personnel. Said approval shall not be unreasonably withheld.

Standards of Conduct: Contractor's personnel shall be courteous and maintain good working relationships with all stakeholders, state or outside agencies, other team members and staff within the City.

G. COST PROPOSAL

The awarded Contractor agrees to provide the purchased services at the costs, rates, and fees as set forth in their Fee Schedule in response to this RFP. No other costs, rates or fees shall be payable to the awarded Subcontractor for implementation of their proposal.

H. DATA RETENTION

Contractor shall be responsible for retaining data, records, and documentation for the preparation of required items. These materials shall be made available to and as requested by City.

All materials, documents, data or information obtained from the City Data files or any City medium furnished to Contractor in the performance of an awarded contract will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of the contract.

All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

I. DRUG-FREE WORKPLACE

The awarded Contractor certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the contract or both, and the Contractor may be ineligible for award of any future City contracts.

J. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in relation to this RFP are fully incorporated.

Any irregularities or lack of clarity in the RFP should be brought to the designated City Contact/Project Manager's attention as soon as possible so that corrective addenda may be furnished to prospective Proposers.



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Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

K. EXECUTION OF AGREEMENT

Upon successful negotiations, the City and the selected Proposer will enter into an Agreement similar to that as shown in **EXHIBIT II – Sample Agreement** of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to disqualify them without any further obligation

L. FISCAL NONFUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

M. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm, also known as the prime, and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer. The proposer is responsible for all the actions taken by their sub-contractor.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.

N. INDEPENDENT CONTRACTOR

Contractor is considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor will be considered an agent or an employee of City. Neither Contractor, its employees, nor anyone working under Contractor, will qualify for workers' compensation or other fringe benefits of any kind through City.

O. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.



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P. LITIGATION STATUS

Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

Q. NEGOTIATIONS

The City reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

R. NON-PAYMENTS

Note that payments will NOT be made for any unsatisfactory work until corrected. In the event of nonpayment of undisputed sums by the City, Contractor shall give the City thirty (30) working days to cure the alleged breach.

S. OWNERSHIP OF DOCUMENTS

The City has permanent ownership of all directly connected and derivative materials produced under this contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the City and may be used by the City as it may require without additional cost to the City. Contractor shall provide the City copies of documents upon its request at any time. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the City.

T. PARKING

The City will not provide free parking and/or reimbursement for the cost of parking while providing services and conducting business with the City.

U. PROFESSIONAL STANDARDS

Contractor staff shall be courteous to the public and City staff utilizing facilities where Contractor is performing work, but shall be responsive only to the requests of the City's Project Manager or designee. Contractor staff shall direct all inquiries to Project Manager or designee.



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Contractor acknowledges that City locations consist of public-use facilities and recognizes the obligation to ensure Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and City personnel.

V. PROJECT MANAGER

The selected Proposer will assume responsibility for all services in its proposal. The selected Proposer shall identify a sole point of contact, Project Manager, with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

W. PROPOSAL VALIDITY

Services, pricing, and warranties indicated in a Proposer's Proposal must be valid for a period of 180 days at minimum after the submission of the Proposal.

X. PUBLIC AGENCIES

Other public agencies, as defined by California Government Code Section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Contractor and another public agency.

Y. PUBLIC RECORDS

Proposals will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

Z. SUBCONTRACTORS

Proposals in response to this RFP must identify any Subcontractors, and outline the contractual relationship between the Awarded Subcontractor and each Subcontractor. An official of each proposed Subcontractor must sign, and include as part of the proposal submitted by the Prime Contractor, a statement to the effect that the Subcontractor has read and will agree to abide by the awarded Contractor's obligations. Any Subcontractor proposed after award of contract must be approved by the City before commencement of work.

The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all Subcontractors.

AA. PREVAILING WAGE

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/> (General Prevailing Wage determination made by the Director of Industrial Relations / Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1).



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Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the craft/classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California) Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

Prevailing Wage Compliance and Monitoring

Contractor is aware of the requirements of the California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirement on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by Prevailing Wage Laws and since the total compensations is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement/Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the job site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

XIII. AWARD OF AGREEMENT

Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms.

A. EXECUTION OF AGREEMENT

A standard agreement is included as **EXHIBIT II Sample Agreement** of this RFP. "Proposer" will hereinafter be referred to as "Consultant" or "Contractor" in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved.

XIV. IMPLEMENTATION

A. KICK-OFF MEETINGS

The successful proposer will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues including transition of services and scheduling.



CITY OF SANTA ANA

EXHIBIT I

SCOPE OF SERVICES

Contractor shall provide services as set forth below:

A. GENERAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide a comprehensive catalog of clerical, office, accounting, other related administrative support service and professional options to the City.
2. Contractor must also agree to:
 - a. Provide appropriate methods to match the City's needs within the specified time frames;
 - b. Coordinate all schedule work dates with City at least one business day before the start of assignment;
 - c. Provide a detailed proposal and invoice, according to the specifications prescribed by the City department; and
 - d. Ensure the following criteria prior to recommending any temporary worker for placement at the City:
 - Work authorization has been obtained and is current for individuals referred to the City for assignment via Form I-9, Employment Eligibility Verification.
 - Live Scan fingerprinting and/ or background check have been processed, completed and passed (if requested by the City) .
 - Selected temporary worker(s) recommended for an assignment meet all essential job function and minimum qualification requirements for the various types of services.
 - Typing speed of the selected temporary worker is at least 30 wpm, and Microsoft Office abilities have been tested and are met with positive results as required.
 - Contractor conducts due diligence employment verification/references of the temporary worker selected for an assignment to verify positive work history.
 - The selected temporary worker is bilingual in English and Spanish or Vietnamese when required for the assignment.
 - Verifies that temporary worker is not a retired annuitant of the California Public Employees' Retirement System (CalPERS).
3. Contractor shall not impose a temporary to permanent placement fee. It is not applicable for temporary workers that are hired by the City through the competitive recruitment process, regardless of introduction or assignment by Contractor. Direct hire placement is only applicable for direct hire placement requests or if a temporary worker was hired without a competitive recruitment process.



CITY OF SANTA ANA

B. SPECIFICATIONS/ SCOPE OF SERVICES

1. The City of Santa Ana Human Resources Department shall contact the Contractor for temporary services and provide the title and any special skills or experience required. Certain positions may require bilingual skills. Contractor shall provide temporary worker(s) as required and approved by City departments to work at the various City of Santa Ana department locations.
2. The Contractor will compare job requirements with worker qualifications and will email resume(s) and test results of temporary workers as requested.
3. The Contractor will follow up with the City within two (2) hours to provide name(s) for City approval.
 - a. If Contractor is unable to locate a qualified candidate within four (4) hours of the initial request, the City reserves the right to contact other temporary agencies for placement.
4. Once a candidate is selected, and the hourly pay rate has been agreed upon, Contractor shall provide the City with a detailed proposal to include the specific job description, the hourly pay rate for the temporary worker, and the mark-up rate. The City shall then review and sign the proposal if approved.
5. All invoices must include:
 - a. Agreement number;
 - b. Requesting City Department
 - c. Department Contact Name / Requester Name
 - d. Candidate Name
 - e. Hourly pay rate and mark-up rate
 - f. Dates of assignment duration
 - g. Total hours worked during duration of assignment
6. Contractor shall provide temporary workers who have the skills required for the assignment.
7. At the City's discretion, City reserves the right to immediately end a temporary worker's assignment if work performed is substandard, attendance is poor, or for other business related reasons.
8. Contractor shall remove any temporary worker from assignment upon the City's request; at the specified time and date. Contractor shall provide replacement temporary worker if required by City.
9. Contractor shall be responsible for all decisions concerning matters of hiring; firing; discipline; payroll practices; and employee benefits such as vacation, sick, and other leave benefits. Temporary workers provided by the agency shall be considered employees of the agency and shall in no sense be considered employees or agents of the City.
10. Contractor shall be responsible for communication with temporary workers with respect to their duties as they are employees of the Contractor.
11. Contractor must provide City with testing resources for regular status positions as requested. These services shall be provided at the rates set forth in Cost Proposal Form, ATTACHMENT G.



CITY OF SANTA ANA

12. Individual temporary workers are not permitted to work more than 960 hours in any fiscal year period (July 1 – June 30). Contractor is solely responsible for tracking hours worked by all temporary workers, and to notify the Department contact and the Human Resources Department within 30 working days of any temporary worker reaching the limit of 960 hours.
13. Contractor must comply with all applicable local, state, and federal laws and regulations, including California Assembly Bill 1028 (effective January 1, 2012) and CalPERS rules regarding CalPERS Retired Annuitants, whether formerly employed by the City or other public agency employers subscribing to CalPERS. Contractor must also ensure that no employee provided under this agreement would need to be reinstated to CalPERS employment or considered to be in violation of the retirement law or otherwise in unlawful employment as a result of their work at the City prior to assigning any temporary worker to any City request.

C. SERVICE CATEGORIES

Please note the service categories listed in this document are provided for purposes of this RFP and should not be construed as a detailed description of the tasks to be performed but rather a broad general outline.

1. General Administrative Office Support
Temporary Administrative Support role (e.g., Administrative Assistant and Office Specialist) is responsible for but not limited to: opening and routing mail, answering telephones, providing customer service at public counters, drafting general correspondence, preparing minutes of meetings, may operate computer, and other administrative duties assigned.
2. Executive/Senior Administrative Office Support
In addition to the tasks required of General Administrative Office Support, temporary Executive/Senior Administrative Office Support Roles perform highly responsible secretarial and routine administrative duties in the office of the City Manager, City Attorney, or reports directly to an Executive team member with a higher level of professionalism and experience.
3. Professional Accounting and Financial Administrative Support
Temporary Accounting Support role is responsible for but not limited to reconciling accounting records; preparing accounting reports and budgets; reviewing and verifying payroll documents and compliance documents for completeness, correct pay rate and reasonableness; producing reported work hours summary reports; posting accounting entries; summarizing accounting records; accepting and processing invoice payments.

Temporary professional accountant is responsible for but not limited to accounting duties requiring the application of accounting principles and practices.
4. Legal Secretary / Paralegal Support
Temporary Legal Secretary Support roles perform a variety of complex and responsible legal secretarial and clerical work involving specialized legal terminology, documents and procedures; processes legal papers and documents in accordance with established procedures and formats; and performs confidential secretarial and minor legal procedures for one or more attorneys, as assigned, including maintaining court and appointment calendars.
5. Other Technical and Professional Classifications as Determined



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Other technical and professional classification(s) relevant to city operations in which the Contractor may possess placement experience, such as human resources administration, building permit or plan check services, housing or job placement eligibility, facilities or vehicle maintenance, etc. City classification specifications can be found and defined on the City's job description site: <https://www.governmentjobs.com/careers/santaana/classspecs>.

D. SERVICE UTILIZATION REPORTS

Contractor must provide to the City's Human Resources Department the following reporting in Excel format:

1. Quarterly Reports which include at minimum:
 - a. Number of temporary workers hired under this contract;
 - b. Number of hours worked per temporary staff during reporting period, by name;
 - c. Number of hours worked per classification citywide;
 - d. Department to which temporary worker was assigned;
 - e. Billing rate for each temporary worker
 - f. Sum per criteria above
2. Annual Report which includes grand totals of each of the criteria included in Quarterly Reports and listed above.



CITY OF SANTA ANA

EXHIBIT II

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2022 by and between _____, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The City desires to retain a Consultant having special skill and knowledge in the field of:
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit I**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Compensation - Exhibit II**. The total amount to be expended during the term of this Agreement shall not exceed \$xxxxxx.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for a **written number (3) year term** with the option for the City to grant up to **two, one (1)-year** renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social



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security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. MINIMUM SCOPE AND LIMIT OF INSURANCE

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of Notice of Intent to Award. Contractor must maintain, for the duration of its contract, insurance coverages as required by the City.

Additionally, Contractor shall provide the following insurance coverage:

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any



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insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

4. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
5. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years* after completion of the contract of work.
6. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies



CITY OF SANTA ANA

to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall

include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

EXCLUSIVITY AND AMENDMENT



CITY OF SANTA ANA

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

TERMINATION

This Contract may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

I. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

II. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

III. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this contract shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:



CITY OF SANTA ANA

Jennifer Hall
City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714-647-6956

With courtesy copies to:

To Contractor:

First & Last Name
Title
Consultant Firm Name
Address
City, State, Zip
Fax:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IV. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.



CITY OF SANTA ANA

ATTEST:

Jennifer Hall
City Clerk

CITY OF SANTA ANA

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: _____
Assistant City Attorney

_____ (name) (title)

RECOMMENDED FOR APPROVAL:

SAMPLE



CITY OF SANTA ANA

ATTACHMENT A

PROPOSER'S CERTIFICATION, PROPOSAL PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBERS

BUSINESS ADDRESS

PRINTED NAME OF AUTHORIZED AGENT

TITLE

SIGNATURE OF AUTHORIZED AGENT

DATE

E-MAIL ADDRESS

FEDERAL ID NUMBER (IF APPLICABLE)

CONTRACTOR LICENSE NUMBER
(IF APPLICABLE)

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



CITY OF SANTA ANA

ATTACHMENT B

REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
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CITY OF SANTA ANA

ATTACHMENT C

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm _____

Signed and Printed Name: _____

Title _____

Date _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT D NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of _____, County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

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CITY OF SANTA ANA

ATTACHMENT E

NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: _____

Title: _____

Firm: _____

Date: _____

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CITY OF SANTA ANA

ATTACHMENT F

NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
 2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract



CITY OF SANTA ANA

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____

Title: _____

Firm: _____

Date: _____

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CITY OF SANTA ANA

ATTACHMENT G

COST PROPOSAL FORM

FOR EVALUATION PURPOSES, THE FOLLOWING PROPOSAL PRICING MUST BE BASED ON THE CITY'S ASSUMED 9/80 WORK SCHEDULE AND DETAILED CRITERIA AS SPECIFIED HEREIN. ALL RATES PROPOSED MUST BE INCLUSIVE OF ALL APPLICABLE TAXES, LABOR, BUSINESS EXPENSES, ETC. ADD AS MANY ADDITIONAL ROW(S) FOR ADDITIONAL CLASSIFICATION(S) FOR CONSIDERATION FOR INCLUSION IN YOUR RESPONSE, AS STATED IN SECTION C. SERVICE CATEGORIES, SUBSECTION 5.

CITY OF SANTA ANA CLASSIFICATION	PRICING					
	Hourly Pay Rate	Min Bill Rate	Max Bill Rate	Mark-up	Overtime Bill Rate	Overtime Mark-up
Accountant	\$ _____	\$ _____	\$ _____	_____ %	\$ _____	_____ %
Accounting Assistant	\$ _____	\$ _____	\$ _____	_____ %	\$ _____	_____ %
Legal Secretary	\$ _____	\$ _____	\$ _____	_____ %	\$ _____	_____ %
Office Specialist	\$ _____	\$ _____	\$ _____	_____ %	\$ _____	_____ %
Paralegal	\$ _____	\$ _____	\$ _____	_____ %	\$ _____	_____ %
Receptionist	\$ _____	\$ _____	\$ _____	_____ %	\$ _____	_____ %
Secretary	\$ _____	\$ _____	\$ _____	_____ %	\$ _____	_____ %
Provide markup percentage rate agency will utilize to negotiate prices for positions not listed above.				_____ %		

OTHER TECHNICAL AND PROFESSIONAL CLASSIFICATIONS AS DETERMINED. LIST CLASSIFICATIONS IN ALPHABETICAL ORDER.

DIRECT HIRE PLACEMENT	Direct Hire Lump Sum Fee (Please Explain Below)
	\$ _____

Temp-to-perm placement fee is not applicable for temporary workers that are hired by the City through the competitive recruitment process, regardless of introduction or assignment by Contractor. Direct hire placement is only applicable for direct hire placement requests or if a temporary worker was hired without a competitive recruitment process. Please



CITY OF SANTA ANA

explain briefly in detail your policy and pricing on the hiring of your temporary workers. Attach additional pages if required.

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To: Mayor and City Council
From: City Manager
Meeting Date: April 9, 2024
Subject: VEHICLE AND EQUIPMENT PURCHASE AUTHORIZATION

Recommendation:

1. Authorize the transfer of “General Fund Reserves – Assigned” via Account No. 100.98.9800-56900 in the amount of \$1,089,702;
2. Appropriate \$1,089,702 in the Equipment Replacement Fund as follows: \$225,000 to Streets Account No. 170.40.4033-57300, \$15,000 to Facilities Account No. 170.40.4031-57300, \$225,000 to Parks Account No. 170.40.4032-57300 and \$624,702 to Fleet Account No. 170.40.4033-57300 for vehicle and equipment purchases;
3. Appropriate \$150,000 in Equipment Replacement Fund No. 40.4033-57300 received from the proceeds from sales of vehicles and equipment; and
4. Authorize the City Manager to execute all documents related to the purchase of the recommended vehicles and equipment.

Fiscal Impact:

On February 27, 2024, the City Council approved the allocation of \$1,089,702 from the fiscal year (FY) 2022-23 General Fund surplus to go towards vehicle and equipment replacement for the Public Works Department. In the interim, the funds were appropriately placed in the “General Fund Reserves – Assigned for Vehicles” account until such time of purchase.

At this time, the Public Works department is ready to begin the procurement process for these vehicles and equipment. Therefore, staff is requesting that the City Council appropriate \$1,239,702 into the Equipment Replacement Fund 170 for the purchase of vehicles and equipment. The source of these funds will be General Fund Reserves – Assigned for Vehicles” as provided for in the above February 27, 2024, City Council action (\$1,089,702) and proceeds from the sale of vehicles and equipment (\$150,000).

Discussion:

During the City Council meeting on April 25, 2023, the auctioning of obsolete fleet and equipment was approved. Staff anticipated using the auction sales proceeds for future vehicle and equipment replacement. The City received a total of \$150,000 in proceeds from the auction of various vehicles and equipment.

On February 27, 2024, City Council approved the allocation of \$1,089,702 from the FY 2022-23 General Fund surplus to go to vehicle and equipment replacement for the Public Works Department.

Staff recognizes the need to upgrade vehicles and equipment in order to enhance efficiency and avoid disruptions to daily operations. Public Works staff have created a prioritized list of vehicles and equipment that require replacement. Staff have had to rely on this aging equipment, which frequently requires expensive repairs or renting equipment from vendors leading to project delays and inefficiencies. Appropriating funds for purchasing vehicles and equipment will enable staff to replace these aged vehicles and equipment with new and reliable assets.

The following table shows the FY 2022-23 surplus breakdown:

<i>Funding</i>	<i>Amount</i>
170.40.4030-57300 (Streets)	\$225,000
170.40.4031-57300 (Facilities)	\$15,000
170.40.4032-57300 (Parks)	\$225,000
170.40.4033-57300 (Fleet)	\$624,702
Total	\$1,089,702
Vehicle Auction Proceeds	\$150,000
Grand Total Appropriation	\$1,239,702

Conclusion:

Staff recommends that the City Council authorize the appropriation of \$1,239,702 to Fund 170 for the purchase of vehicles and equipment to replace existing units and authorize the City Manager to execute all related documents for all necessary purchases.



Steve Carmona

SC:NN:ML:np



To: Mayor and City Council
From: City Manager
Meeting Date: April 9, 2024
Subject: SENIOR CENTER RESTROOMS ADA IMPROVEMENT PROJECT (CIP NO. 50036) – NOTICE OF COMPLETION

Recommendation:

1. Accept the work as completed for the Senior Center Restrooms ADA Improvement Project, (CIP No. 50036) constructed by Global Builders, Inc. and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder;
2. Authorize the City Manager or designee to release the retention payment to Global Builders, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
3. Appropriate the unused balance of approximately \$42,703 from the fiscal year (FY) 2022-23 Senior Center ADA Restroom Improvement Project (CIP No. 50036) to the Teen Center Renovation - Construction Project (CIP No. 50100).

Fiscal Impact:

On September 13, 2022, funding in the amount of \$53,300 was appropriated for the initial design of the Senior Center ADA Restroom Renovation, CIP No. 50036. As part of the FY 2023-28 5-Year Capital Improvement Plan adopted on June 27, 2023, \$550,000 was allocated to this project. Further, on September 26, 2023, an additional appropriation of \$22,177 was approved for the project from the FY 2022-23 General Fund surplus. The completed total cost of the project is approximately \$582,774. Subsequently, staff requests to transfer the unused balance of approximately \$42,703 from the Senior Center ADA Restroom Renovation, Account No. 400.70.7310-54500-CIP 50036 to the Teen Center Renovation Construction Project, Account No. 400.70.7310-54500-CIP 50100.

Discussion:

The Senior Center Restroom ADA Improvement Project included the installation of various new fixtures, new stalls, sinks, toilets, updated utility elements, and hydro jetting of the plumbing lines. The work was completed in accordance with the current standards of the Americans with Disabilities Act (ADA) and building codes.

CITY COUNCIL AGENDA REPORT – MEETING OF APRIL 9, 2024
 SENIOR CENTER RESTROOMS ADA IMPROVEMENT PROJECT (CIP NO. 50036) –
 NOTICE OF COMPLETION
 Page 2 of 3

Furthermore, temporary restroom facilities were made available throughout the duration of the construction period to provide necessary support to the Senior Center. On September 26, 2023, the City Council awarded a construction contract to Global Builders, Inc. in the amount of \$442,888 and authorized a 10% contingency for change orders, as needed.

As shown in the table below, actual constructed quantities total \$442,888 and the City issued three (3) change orders totaling \$14,934. By allowing for these amendments to the contract, the project was successfully completed on February 5, 2024, within budget and in accordance with the specifications. The final cost for construction completed by Global Builders, Inc. is \$457,822 and includes a one (1) year warranty.

The table below summarizes the total project budget and expenditures:

Project Funding	Budget
100.80.8220-54500 CIP 50036	\$53,300
400.70.7310-54500 CIP 50036	\$572,177
Total Project Budget:	\$625,477

Total Project Expenditures to Date	Cost
Design* FY 21/22 Expenditure	\$52,880
Construction Contract	\$442,888
Construction Change Order No.1	\$3,937
Construction Change Order No. 2	\$4,467
Construction Change Order No. 3	\$6,530
Construction- CWA & Labor Compliance Support	\$4,225
Project/Construction Management and Inspection	\$54,654
Portable Restrooms	\$12,773
Project Administration	\$420
Total Project Expenditures	\$582,774

Budget	\$625,477
Expenditures	\$582,774
Savings	\$42,703

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CITY COUNCIL AGENDA REPORT – MEETING OF APRIL 9, 2024
SENIOR CENTER RESTROOMS ADA IMPROVEMENT PROJECT (CIP NO. 50036) –
NOTICE OF COMPLETION
Page 3 of 3

Conclusion:

The project was delivered within budget for an approximate total cost of \$582,774, which includes design, construction, construction management, inspection services, and project administration. Staff recommends accepting the project as complete, filing a Notice of Completion with the Los Angeles County Registrar-Recorder's Office, releasing the retention payment following the statutory waiting period from the date the Notice of Completion is recorded, and appropriate the unspent project funds, approximately \$42,703, to the Teen Center Renovation- Construction Project (CIP No. 50100).



Steve Carmona

SC:PY:DF:MP:nc



Tuesday, March 12, 2024

A Regular Meeting of the Water Authority was held in the Council Chamber, 6615 Passons Boulevard, Pico Rivera, California.

Meeting was jointly held with the City Council and Water Authority. Items appear as listed on the combined agenda for the meeting of March 12, 2024.

Authority President Lara called the meeting to order at 6:01 p.m.

PRESENT: Camacho, Garcia, Lutz, Lara

ABSENT: Sanchez

PUBLIC COMMENTS: None

CONSENT CALENDAR ITEMS:

Water Authority:

7. Minutes:

- Received and filed the Water Authority regular meeting of February 13, 2024

8. Notification of PFAS Contaminants in the Drinking Water. (1700)

1. Received and filed this report and authorize staff to notify customers regarding the detection of Perfluorooctanesulfonic acid (PFOS), Perfluorooctanoic acid (PFOA), and Perfluorobutane sulfonic acid (PFBS), and/or Perfluorohexane sulfonic acid (PFHxS) in the 2024 Consumer Confidence Report for Water Quality.

Motion by Commissioner Lutz, seconded by Vice President Garcia to approve Consent Calendar Item Nos. 7 and 8. Motion carries by the following roll call vote:

AYES: Camacho, Garcia, Lutz, Lara

NOES: None

ABSENT: Sanchez

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None

REGULAR AGENDA: None

ADJOURNMENT:

President Lara adjourned the Water Authority meeting at 7:31 p.m. in memory of former City employee and Retiree Roger Alvarado. There being no objection, it was so ordered.

AYES: Camacho, Garcia, Lutz, Lara
NOES: None
ABSENT: Sanchez

Andrew C. Lara, President

ATTEST:

Cynthia Ayala, CMC, Authority Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the Water Authority regular meeting dated March 12, 2024, and approved by the Water Authority on _____.

Cynthia Ayala, CMC, Authority Secretary



To: President and Commissioners
From: Executive Director
Meeting Date: April 9, 2024
Subject: APPROVE PURCHASE OF A CASE 590SN TRACTOR
LOADER BACKHOE FROM SONSRAY MACHINERY, LLC

Recommendation:

1. Approve the purchase of a 590SN Tractor Loader Backhoe Case Heavy Equipment from Sonsray Machinery, LLC utilizing Cooperative Agreement Contract No. 011723-CNH through Sourcewell in the amount of \$186,000 and authorize the Executive Director to execute all documents related to the purchase of the equipment.

Fiscal Impact:

There is sufficient funding in the Pico Rivera Water Authority (PRWA) fund and the \$186,000 purchase will be made using Account No. 550.40.4920-57300 – Furniture and Equipment. No budget amendment is needed.

Discussion:

In the fiscal year 2023-24 Adopted Budget, the PRWA requested appropriations for the purchase of new heavy equipment. The existing equipment is obsolete and has been experiencing mechanical issues and engine failures that result in costly repairs. The current equipment failure is causing a disruption in daily operations and posing a safety risk for both employees and civilians when used in the public right-of-way. New equipment will allow for heavier lifting capacity, safer street and road drivability with 360-degree visibility, and a hydraulic bucket pin release with heavy counterweight for single-man operations. The additional equipment will allow for multi-tasking and enhance emergency disaster preparedness.

Sonsray Machinery, LLC is a participating member of Sourcewell, providing cooperative contracts for government agencies to facilitate their purchases. Sourcewell Contract No. 011723-CNH offers a discount of 28% on the base machine price as referenced on the Sonsray Machinery, LLC quote No. EQ0055220 (Enclosure 2).

PICO RIVERA WATER AUTHORITY AGENDA REPORT – MEETING OF APRIL 9, 2024
APPROVE PURCHASE OF A CASE 590SN TRACTOR LOADER BACKHOE FROM
SONSRAY MACHINERY, LLC

Page 2 of 2

The recommended purchase of the 590SN Tractor Loader Backhoe Case Heavy Equipment from Sonsray Machinery, LLC will utilize a cooperative purchasing contract as authorized by Section 3.20.030 of the Pico Rivera Municipal Code. Utilizing the Sourcewell Cooperative Agreement (Enclosure 1) meets the requirements of Section 3.20.030 of the Pico Rivera Municipal Code and allows staff to secure the most appropriate vehicle. Purchasing through vetted Cooperative agreement(s) assures that the procurement of goods and services are in compliance with public purchasing regulations, are competitively solicited, and the City receives the most advantageous pricing while also expediting the procurement.

Conclusion:

Staff recommend approving the purchase of a 590SN Tractor Loader Backhoe Case Heavy Equipment from Sonsray Machinery, LLC in the amount of \$186,000 utilizing Cooperative Agreement No. 011723-CNH from Sourcewell, and authorizing the Executive Director to execute all documents related to the purchase of the equipment.



Steve Carmona

SC:NN:AR:np

Enclosures: 1) Sourcewell Contract No. 011723-CNH
2) Sonsray Machinery, LLC Equipment Quote No. EQ0055220

011723-CNH

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CNH Industrial America LLC, 700 State Street, Racine, WI 53404 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional

insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional

requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

CNH Industrial America LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/4/2023 | 2:29 PM CDT

DocuSigned by:
Amy Swett
By: 7FCB6D1BF7F04C0...
Amy Swett
Title: Government & Fleet Sales Account
Manager–New Holland CE brand

Date: 4/4/2023 | 2:31 PM CDT

Approved:
DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 4/4/2023 | 2:39 PM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: CNH Industrial America LLC
Address: 700 State Street
Racine, WI 53404
Contact: Clint Jenkins
Email: Clinton.jenkins@caseih.com
Phone: 937-218-1701
Fax: 877-764-1369
HST#: 760433811

Submission Details

Created On: Wednesday November 16, 2022 13:07:37
Submitted On: Tuesday January 17, 2023 12:55:10
Submitted By: Amy Swett
Email: amy.swett@newholland.com
Transaction #: a0423bfd-2f16-47ee-b66d-446ac499cd78
Submitter's IP Address: 159.61.192.15

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CNH Industrial America LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CNH America LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CNH Industrial America LLC does not have any assumed names or DBA.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	10988
5	Proposer Physical Address:	700 State Street Racine, Wisconsin 53402
6	Proposer website address (or addresses):	https://www.cnhindustrial.com https://www.casece.com https://construction.newholland.com www.newholland.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Amy Swett Government & Fleet Sales Account Manager – New Holland CE brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amy Swett Government & Fleet Sales Account Manager – New Holland CE brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Simpson Government Affairs 6021 State Street Racine, WI 53142 262-631-0881 tony.simpson@cnhind.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The origins of Case date to 1842, when Jerome Increase Case (born in 1819) created Racine Threshing Machine Works in Racine, Wisconsin. The company produced its first portable steam engine in 1876, which is now on display at the Smithsonian Institution.</p> <p>In 1957 Case made the 320 Construction King backhoe loader. Since 1969 Case has manufactured skid steers, starting in Burlington, Iowa and later moving production to Wichita.</p> <p>The company evolved into the Case Corporation, which merged with New Holland in 1999 to become CNH Global which in 2011 became CNH Industrial.</p>

2005: Case made its 500,000th backhoe loader and in 2010 made its 250,000th skid steer loader.

2016: Case released the new G-Series wheel loader lineup consisting of seven new models from 521G thru 1121G.

2017: In its 175th year in business, Case announced its facility in Wichita produced its 300,000th skid-steer loader.

2017: At Conexpo-Con/Agg 2017 Case released the CX750D excavator.

As of May 2017, Case "sells a full line of construction equipment around the world, including the number one loader/backhoes, excavators, motor graders, wheel loaders, vibratory compaction rollers, crawler dozers, skid steers, compact track loaders and rough-terrain forklifts.

New Holland Construction was founded in 1895 in New Holland, Pennsylvania; in 1966 New Holland's first backhoe loader was introduced; in 2005 New Holland Construction Brand was created with a global full-line product offering of Skid steer loaders, compact track loaders, tractor loader backhoes, tractor loaders, wheel loaders and excavators. Since 1999, New Holland is a brand of CNH, which was demerged from Fiat Group to Fiat Industrial at the start of 2011.

2007 New Holland made 200,000 Skid Steer loaders and celebrated 35 years of designing and building its highly successful skid steer loader. They are the preferred choice of landscapers around the world and #1 in lift and carry compact machines.

2008 New Holland's "green" engine. New Holland launched the E215B crawler excavator, which mounts a brand-new engine which dramatically reduces emissions well below the levels required by regulations.

New Holland equipment is built all around the world; the headquarters is in Turin, Italy and with ten plants and ten research and development centers spread globally, more than 800 dealers and 2,100 outlets. It is present in 100 countries worldwide.

New Holland produces thirteen product families, five in the heavy range and eight in the light range; products include dozers, mini excavators, graders, wheel loaders, crawler excavators, backhoe loaders, skid steer loaders.

Productivity, safety, and environmental responsibility are the cornerstones of New Holland's offering built around our customers. We are a key player in the global construction equipment industry born of the rich heritage of brands that made the history of this sector.

In partnership with our worldwide network of dealers, we deliver products and services that meet our customers' requirements for productivity, safety, environmental performance, and fuel and cost efficiency. We know our customers' business and we provide them with a full line of innovative products and services designed for the specific applications of their industry.

CNH Industrial is committed to delivering the highest ethical standards and supporting its dealers and customers through a diverse and inclusive workforce, industry-leading technology, exceptional safety and quality, and unmatched innovation.

At CNH Industrial, we pride ourselves on delivering the best. That means strengthening our product portfolio with dedicated financing, tools and components and selecting the best partners to support us in delivering value to our customers.

We are proud of the work we do at CNH Industrial, where a focus on innovation has helped us to maintain our competitive edge and our position of global leadership.

In 2014 we have a new licensing agreement with Sumitomo Construction Machinery to manufacture Sumitomo designed crawler excavators from 13 to 35 tons. In 2016 we entered an exclusive mini-excavator alliance with Hyundai Heavy Industries.

The full integration of environmental and social considerations with economic objectives enables the Group to identify potential risks and seize additional development opportunities, resulting in a process of continuous, and sustainable, improvement that creates value over the long-term. We recognize the real importance of promoting a circular product life cycle in which resources are used fully and for as long as possible, and products and materials are recovered and regenerated at the end of their service life. For this reason, the Company offers a range of products able to run on fuels derived from renewable sources and is committed to adopting sustainability criteria from the design stage to develop more environmentally friendly products. To maximize product life, CNH Industrial also offers

its customers a range of remanufactured spare parts, in line with its circular economy approach. In manufacturing processes, emphasis is given to improvements that increase waste recovery and reuse.

Living and working in cooperation with the surrounding area, and collaborating on projects that benefit the community, contribute to enhancing the satisfaction of employees (who often live close to plants) and their sense of belonging to the Company, while bringing economic advantages to both the Company and the community. Projects are measured in three fundamental areas. These areas are: Improving food availability, combating climate change & reducing environmental impact and supporting youth training.

A key priority at CNH Industrial is to improve food availability. In the USA, CNH Industrial supports the FFA (formerly known as Future Farmers of America), an association active in farming education since 1928. In 2018, to further its commitment, the Company chartered its own FFA Alumni and Supporters Chapter¹, through which employees can engage with students pursuing agriculture degrees and with members of other FFA Chapters nationwide. In 2021, the Company continued to be heavily involved with the FFA. Case IH, New Holland Agriculture, and CNH Industrial Capital continued their Silver Sponsorship of the National FFA Foundation, including its national convention with over 60,000 attendees. Furthermore, employees continued to engage with FFA students at professional development events, and again raised funds towards the purchase of approximately 70 FFA uniforms for students in need.

CNH Industrial also continued its We Care We Share outreach program, holding an educational event at the Thai Sa Kao College of Agriculture and Technology aimed at raising agricultural technology standards in the country while creating a new generation of agricultural experts.

In 2021, given the ongoing pandemic, CNH Industrial continued to support more vulnerable sections of society, including through food where needed. Located near the Company's sites in Racine (USA), the Hunger Task Force Farm yields over 226,000 kilos of fresh produce each harvest season to feed the hungry and create a reliable source of healthy food for its network of food banks. In 2017, the farm added a New Holland Agriculture tractor (donated by CNH Industrial Capital) to its operation. In 2021, the Company made a cash donation to the organization to purchase Thanksgiving turkeys for community members in need, while employees provided additional support by volunteering on the farm.

A key priority at CNH Industrial is to combat climate change, whose negative impact on ecosystems affects the quality of life for people in local communities and consumer choices. The Company has initiated several projects to tackle this global issue, which are also aligned with SDG 13 'Climate Action'. These projects are increasingly focusing on reducing the environmental impact of Company plants, including on local communities, and on helping protect the latter against the effects of climate change such as desertification, water scarcity, and the loss of biodiversity. Other initiatives are in place to promote responsible behavior to minimize environmental impact. Participation in the projects associated with this key priority allows CNH Industrial's brands to enhance their profile and increase their visibility among potential customers and strengthens Company employees' sense of belonging.

At CNH Industrial, a key priority is to engage local communities. To this end, and in line with stakeholders' expectations, the Company prioritizes initiatives that support local community development, especially youth training. In addition to the awards and scholarships given to employees' children, the Company works hard to promote young people's education by collaborating with private and public institutions and other stakeholders. Projects are also aligned with SDG 10 'Reduce inequality within and among countries', as they promote training in Emerging Markets with the aim of developing qualified potential recruits for the Company's sales and service networks.

TechPro2, a joint project with schools run by the Don Bosco Salesian Society, aims at training mechatronics specialists to meet a growing demand for skilled personnel, thus offering young people greater employment opportunities – especially within the Company's sales and service network. Training includes theory and hands-on learning at Salesian centers, followed by targeted internships in the field. The goal of TechPro2 is two-fold: on the one hand, to ensure students have a future vocation; on the other, to enhance the quality of specialized technical assistance for the brands' products while meeting the demand for qualified technicians at authorized dealers and workshops. The Company provides expertise by training the teachers, who pass on the knowledge to the classroom students. It also offers financial aid, tools, and essential parts (such as complementary vehicles, engines, drives, and diagnostic tools) for classroom training and practice.

CNH Industrial believes that operating in a socially responsible and ethical manner,

		<p>and in compliance with the laws of the countries in which it operates, is crucial to its long-term success. The Company's Code of Conduct summarizes its policies on various compliance and ethics issues (such as conflicts of interest, corruption, competition, and health and safety). Such policies reflect, among other things, the Company's commitment to adopting fair employment practices, ensuring safety in the workplace, supporting, and fostering environmental awareness, and respecting the communities in which it operates, in compliance with applicable laws. The Company is also committed to the creation of long-term sustainable value for all its stakeholders and is firmly convinced that respect for fundamental human rights and for basic working conditions is a prerequisite to achieving this. The Board of Directors is responsible for creating a culture that fosters such long-term value creation – a task that requires compliance with all applicable laws. To this end, and to clarify and make explicit the Company's values and expectations, the Board has adopted both a Code of Conduct and a Supplier Code of Conduct.</p> <p>Our vast network of CNHi dealers will provide local product technical support at the dealership or out on the road to the members along with providing the start-up and operations training compliant with OSHA regulations, which the members need to get to receive the max. performance and efficiencies out of their products. The customers can also purchase OEM parts from our dealer network to support the members and to ensure their equipment obtains the max. amount of run time. Our financial services to the members include leasing options and extended warranties which are handled directly at the dealership. Members who are on a budget can rent or demo equipment from the dealership. The equipment will be a unit that has not been retailed and comes with full warranty (less than 250 hrs) or pro-rated warranty (if the unit has over 250 hrs). The customer will receive the member list discount and demo/lease adjustment based on rent for sale program rates less any service or clean up fees dealer would have incurred.</p>	
11	What are your company's expectations in the event of an award?	<p>When CNH Industrial is awarded the Sourcwell contract, we expect to continue to achieve an overall sales growth of over 10%. Throughout the pandemic and component parts not reaching our plants in a timely manner, we still saw growth in our Sourcwell contract. We plan to continue this growth cycle in 2023. CNH Industrial announce a culture transformation where everyone's voice will be heard. We have five new beliefs Customer first, grow together, one team, make it simple, be the best. This is exactly what we are planning to do with this contract. We want our customers to walk into our dealerships and be heard. Get the product they want and make it an effortless process with Sourcwell. We will continue to partner with Government Solutions Team (GST) where we have done more training in 2022 and plan to continue to follow that process in 2023. Their training includes web training, ride-a-longs to help educate the sales teams and the customers in addition to training new or re-train dealers within their first 60 days. Additional emphasis will go to getting our dealers to attend GTKU's and universities to round out their knowledge of the contract and how to use it to drive the contract's need. We are also going to target and engage with the government entities to get our Sourcwell contract adopted versus these entities having their own contract.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>CNH Industrial reported strong full year performance in 2021, its final year of operations as a combined Off- and On-Highway entity. We delivered consolidated revenues of \$33.5 billion, up 29% from the previous year. Both our adjusted EBIT from our Industrial Activities at \$2,086 million(1) and our full year Net Income at \$1.8 billion (which translates to \$1.28 in earnings per share) were the highest in our Company's history. Market driven volume and disciplined pricing were key drivers of our record earnings, alongside the team's successful execution, which they achieved while often managing very challenging supply chain and logistics issues. We also recorded another very strong year for positive free cash flow of Industrial Activities(1), at over \$1.8 billion as our operational execution improved. For additional information see our Annual Financial Report 2021</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Model Year 2021 CNH Industrial market share 9.5%</p> <p>Case Construction 7.9%</p> <p>New Holland Construction 1.6%</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Model Year 2021 CNH Industrial market share 12.6%</p> <p>Case Construction 12.1%</p> <p>New Holland Construction .5%</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*

<p>16</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>CNH Industrial is the manufacturer of the equipment offered in this proposal. Our sales and service force is provided through our network of 1107 North American dealers. Our dealerships are independently owned and operated so they are positioned to provide sales and post support for our customers. Through the post-sale support our dealers offer parts and service. CNH Industrial imposes strict contract regulations and standards (Pinnacle), to hold dealers accountable for all interactions a customer has. This would include sales, service, parts, marketing, and operations.</p>
<p>17</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>CNH Industrial adopts the World Class Manufacturing (WCM) management system, a program for innovation based on continuous improvement, developed to eliminate all types of waste and loss through the rigorous application of specific methods and standards (see page 165). Given the customers' demand for ever-higher quality and the level of excellence required by the WCM, the focus is on the quality of every aspect of the manufacturing process, which has led plants to also adopt a quality management system compliant with ISO 9001. As of December 31, 2021, 57 CNH Industrial plants were ISO 9001 certified, collectively accounting for 98% of revenues from sales of products manufactured at the Company's plants¹. To achieve its quality standards, CNH Industrial devised a robust supply chain management process (see page 151) to ensure the procurement of quality components, which are essential to produce vehicles that meet the high standards demanded by customers. CNH INDUSTRIAL completed an initiative, known as Technology Days, gives suppliers a chance to display their innovative products in terms of innovation, technology, and quality, while addressing specific topics and sharing information on recent technological developments. In 2021, the event was as always attended by CNH Industrial employees but held virtually. As of December 31, 2021, 220 supplier plants had adopted the World Class Manufacturing (WCM) program, with no increase compared to 2020 due to pandemic-related restrictions and strategy changes to the WCM supplier program itself. The WCM adoption process entails several activities that take place in two distinct yet equally important phases, and that are meant to provide suppliers with the necessary knowledge to apply the intrinsic concepts of Lean Production. Firstly, various training sessions led by CNH Industrial's WCM program specialists are delivered to suppliers. Secondly, supplier WCM teams are given the opportunity to visit selected CNH Industrial plants to learn about the Company's best practices.</p> <p>Safety is a priority across the Company, as evidenced by the compliance of management systems with the ISO 45001 international standard, as well as with the continuous improvement principles of World Class Manufacturing (WCM) and its specific Safety pillar (see page 165). CNH Industrial's approach to occupational health and safety is based on effective preventive and protective measures, implemented both collectively and individually, aimed at minimizing risk of injury in the workplace. The Company endeavors to ensure optimal working conditions, applying principles of industrial hygiene and ergonomics to managing processes at an organizational and operational level. Additionally, it adopts the highest standards in the countries in which it operates, even where regulatory requirements are less stringent, believing this to be the best way to achieve excellence. In addition, the central Environment, Health, and Safety (EHS) function (which serves as a reference point for sustainability) coordinates and manages health and safety issues as per CNH Industrial's Health and Safety Policy. It periodically verifies performance against targets, proposes new initiatives, and defines health and safety policies. The Company's certification of its occupational health and safety management systems as per the ISO 45001 international standard is voluntary and covers 58 CNH Industrial manufacturing plants worldwide, accounting for 45,521 employees. In 2021, the Company completed its transition to the new ISO 45001:2018 Occupational Health and Safety Management standard, which supersedes the OHSAS 18001:2007 standard. Certifications are awarded by accredited international bodies (in turn continuously and rigorously monitored by other international organizations) that review and certify the high levels of reliability and of operational and procedural standards. In 2021, the occupational health and safety management systems at some non-manufacturing sites were ISO 45001 certified, accounting for 5,684 employees at 12 different sites and locations. In total, 70 CNH Industrial sites worldwide (manufacturing and non-manufacturing) are now ISO 45001 compliant – covering 51,205 employees (about 75.9% of the employees within the reporting scope), 5,388</p>

		<p>contractors, and 7,190 agency workers (representing, respectively, 97% and 91% of the relative populations within the reporting scope) – as are all joint venture plants in which CNH Industrial has at least a 51% interest.</p> <p>World Class Manufacturing (WCM) data (see page 165) relates to 51 plants, representing 99% of revenues from sales of products manufactured at CNH Industrial plants⁴. Occupational health and safety data (see page 82) relates to 66,129 employees, or about 98% of the workforce within the reporting scope. There are 58 ISO 45001 certified plants, accounting for 95% of Company plants and representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants⁴. Information on environmental performance (including VOC⁵, water, and waste) and management systems (see pages 167; 170) relates to 54 fully consolidated plants, accounting for 89% of Company plants and representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants⁴. There are 58 ISO 14001 certified plants, accounting for 95% of Company plants, representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants⁴, and relating to 44,682 employees (or about 97% of the workforce at the plants within the reporting scope⁴). Information on energy performance (including CO₂, NO_x, SO_x, and dust emissions) and management systems (see pages 171; 179; 181) relates to 55 fully consolidated plants, accounting for 90% of Company plants and representing 99.7% of revenues from sales of products manufactured at CNH Industrial plants⁴. There are 54 ISO 50001 certified plants, accounting for 89% of Company plants, representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants⁴, and relating to 44,146 employees (or about 95.5% of the workforce at the plants within the reporting scope⁴).</p> <p>Moreover, there are 57 ISO 9001 certified plants, accounting for 93% of Company plants, representing 98% of revenues from sales of products manufactured at CNH Industrial plants⁴, and relating to 44,256 employees (or about 96% of the workforce at the plants within the reporting scope⁴).</p> <p>CNH Industrial also holds its suppliers to a high standard in human resources and sustainability. Please see the attached files for CNH Industrial’s Sustainability Plan and Supplier Code of Conduct for more information.</p>
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	CNH Industrial has not been Suspended or debarred

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>CNH Industrial (NYSE: CNH INDUSTRIAL / MI: CNH INDUSTRIAL) received a 2022 Manufacturing Leadership Award for outstanding achievement in the Sustainability Leadership category, which honors manufacturers that are shaping the future of the sector through digital transformation. This is the third consecutive year that the Company has earned recognition from the Manufacturing Leadership Council, which is a division of the National Association of Manufacturers.</p> <p>CNH Industrial’s award-winning project, Smart Pretreatment for the Paint Shop, was executed by the manufacturing team at the Case IH and STEYR agricultural production plant in St. Valentin, Austria. The project enhanced operator safety while ensuring optimum paint quality and sustainable use of additives.</p> <p>The T6 Methane Power also won the prestigious Sustainable Tractor of the Year 2022 award at the EIMA International⁴ trade show held in Bologna (Italy), assigned by a jury panel of top European journalists specializing in farm equipment.</p> <p>Other awards include Innovative Iron for our DL550 Compact Dozer loader in 2022, Top 100 in 2022 for DL550 Compact Dozer loader, TV620B CTL, E. Series Excavators. Top 50 award in 2022 for TV620B CTL. This is just to name a few. Please see entire list in attached documents.</p>

20	What percentage of your sales are to the governmental sector in the past three years	<p>Case Construction -</p> <p>2021 –14%</p> <p>2020 –15%</p> <p>2019 –20%</p> <p>New Holland Construction -</p> <p>2021 – 9%</p> <p>2020 – 10%</p> <p>2019 – 20%</p>	*
21	What percentage of your sales are to the education sector in the past three years	CNH Industrial Construction brands does not have the capability to pull out the educational percentage, but it is calculated into our sales to the government below.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>New Holland Construction (CE) Contract Sales</p> <p>Sourcewell CE Contract</p> <p>2019 \$2,906,112</p> <p>2020 \$2,125,345</p> <p>2021 \$3,851,787</p> <p>Michigan CE contract no sales from 2019-2021</p> <p>Pennsylvania CE</p> <p>2019 <\$200,000</p> <p>2020 <\$300,000</p> <p>2021 < \$400,000</p> <p>Ohio CE</p> <p>2019 \$158,736</p> <p>2020 \$206,926</p> <p>2021 \$98,665</p> <p>Iowa CE</p> <p>2019 \$59,043</p> <p>2020 \$104,200</p> <p>2021 <\$100,000</p> <p>State of Louisiana</p> <p>2019 \$330,000</p> <p>2020 \$0</p> <p>2021 <\$100,000</p> <p>State of Georgia</p> <p>2019 \$0</p> <p>2020 \$170,000</p> <p>2021 <\$100,000</p> <p>NASPO</p> <p>2019 \$303,000</p> <p>2020 \$150,000</p>	*

		2021 \$351,000 BuyBoard 2019 \$938,000 2020 \$547,000 2021 \$331,000 HGAC – No Activity Case Construction Contract Sales Sourcewell Case Construction contract 2019 \$24,000,000 2020 \$18,000,000 2021 \$11,000,000 State of Michigan Case CE 2020 \$ 176,027 2021 \$ \$82,070 2022 \$ \$321,663 NASPO Case Construction Contract 2019 \$1,200,000 2020 \$1,600,000 2021 \$2,240,000	
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CNH Industrial Construction brands do not hold any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Erie Water Works	Ann Whipple	814-870-8016	*
State Procurement Standards Analyst, OH	Stephanie Klingler	614-387-1130	*
Central Procurement-Enterprise Sourcing – MI	Yvon Dufour	517-249-0455	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *		Dollar Volume Past Three Years *	
na	Government	Indiana - IN	Mowing	YR	QTY	2019	\$ 112,418
				2019	1	2020	\$3,064,492
				2020	21	2021	\$2,083,958
				2021	11		
na	Government	New York - NY	Mowing	YR	QTY	2019	\$4,405,899
				2019	25	2020	\$5,039,273
				2020	28	2021	\$ 0
				2021	0		
na	Government	BC - British Columbia	Mowing/snow removal	YR	QTY	2019	\$1,510,557
				2019	10	2020	\$ 951,797
				2020	6	2021	\$1,353,325
				2021	6		
na	Non-Profit	ON - Ontario	Mowing/snow removal	YR	QTY	2019	\$3,647,150
				2019	16	2020	\$ 0
				2020	0	2021	\$ 137,142
				2021	1		
na	Government	South Carolina - SC	Mowing	YR	QTY	2019	\$2,391,487
				2019	19	2020	\$1,064,046
				2020	8	2021	\$ 771,893
				2021	6		

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	CNH Industrial field sales force is comprised of employees of the company as well as third party employees of our dealer network who cover the entire US and Canada. Our Field Sales Force are fully focused on the sale of CNH Industrial through our Dealer Networks to our end user. The New Holland Construction Field Sales team is comprised of 5 Region Sales Directors, 44 Territory Business Managers, 5 Business Sales Specialists, 5 Dealer Development Managers, 8 Regional Product Specialists and 40 Technical and Specialty Field Managers. Case Construction is made up of 3 Regional Sales Directors, 21 Field Sales Specialist, 10 Business Managers, 6 Sale Support Managers, and 2 Product & Application Training Specialist. Each independent CNH Industrial dealer supports its local customer base with its own sales, product support and service personnel.

27	Dealer network or other distribution methods.	<p>Case Construction and New Holland Construction has a dedicated dealer network strategically located across North America, and we are continually looking to see where new locations can be opened. Our dealer locations are fully trained and dedicated to sell and support Case Construction and New Holland Construction products covered in this RFP. Many of the principals, their staff and customers hold positions on their local city, village, township, county boards, school boards and positions within their churches, non-profit camps and Fair Boards and non-profit organizations such as Scouts, 4-H, Ducks Unlimited, etc. The efforts and plans of GST to engage New Holland construction dealers from the top down carries the value of our Sourcewell contract through to these community officials who need to purchase equipment efficiently.</p> <p>Our company supports our dealer network with professional Field Service Managers. Each dealership is staffed with parts and service personnel trained to support the products in their area of responsibility. Our company supports the entire United States, along with Hawaii, Alaska, and Canada. Our dealer service personnel are factory trained as well as have access to "Assist," a technical database that helps technicians quickly diagnosis failures through CNH Industrial technical advisors and fellow dealers. We have further support by the Customer Care contact phone numbers: New Holland Construction 1-888-365-6423 and Case Construction 1-866-542-2736.</p>	*
28	Service force.	<p>Our Field service force is comprised of employees as well as third party employees of our dealer network that covers the US and Canada. All employees must meet annual service training requirements provided on-site by our company, including our service school and online technical training program. Our Field Service force are fully focused on the service of CNH Industrial through our Dealer Networks to the end user. Each one of our independent dealer supports its local customer base with its own sales, product support and service personnel. We value their position as the local support to the members and provide them with the tools, training and support they need so they are a well- rounded team when it comes to the members.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>CNH Industrial ordering process will be handled by our dealer network. The members will go directly to their local dealership when the PO is approved. Their local dealer will then place the order through the eEquipment program which then is sent to the plant and our Order Management department. From there it will be placed into a production schedule. Dealers can monitor the orders from eEquipment to see when the product will be scheduled and when it will be shipping.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer service begins with our dedicated dealer network. Each one of our dealerships is fully trained and supported by CNH Industrial so they are committed to immediately addressing all customer needs. Each one of our brand dealerships is supported by the Corporate Customer Service team, "Assist" and factory training.</p> <p>CNH Industrial interacts with and assists its customers to give them an experience that meets their expectations. The Company's Customer Care departments specialize in developing, managing, and promoting customer service solutions, fostering long-lasting relationships, and satisfying customer needs and expectations. Customers may request information or report an issue via the brands' websites, toll-free numbers, smartphone applications, or via email – 24 hours a day, 7 days a week. Customer Care staff manage the entire process, from initial customer contact to final feedback to the customer, ensuring resolutions in the timeliest manner.</p> <p>New Holland Construction's incentive program is the Dealer Standards Program. CASE Construction Equipment's incentive program is the Partnership Program. These programs are designed to assess dealers and reward best-in-class performance across a wide range of operational and performance criteria.</p> <p>Case Construction provides the Tomahawk Customer Center which has been serving its customers for more than 60 years. Sitting on more than 500 acres in Wisconsin's Northwoods, the CASE Tomahawk Customer Center is a premier year-round demonstration facility and business retreat. Enjoy a fully interactive experience with personalized training, state-of-the-art product demonstrations, hands-on equipment operation, and a healthy dose of our trademark hospitality. Like our company and our dealers, our Tomahawk staff is here to provide you with expert guidance and education to help you make informed operating and maintenance decisions</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>CNH Industrial has been selling and servicing members in the United States through our Sourcewell contract for 12 years. We offer a full array of Construction products and services through our network of local dealers.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CNH Industrial has been selling and servicing members in Canada through our Sourcewell contract for 12 years. Our company offers a price book series in Canadian dollars. We also offer a full array of Construction products and services through our network of local dealers. Our financing and leasing teams live in Canada. This ensures the members are working within the regulations of the Canadian rules. With the assistance of Sourcewell and Canoe Procurement Group and GST, we are expanding our marketing and training efforts and dealer presence throughout Canada. There is a scheduled webinar with Canoe Procurement Group in March 2023.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CNH Industrial will be serving all locations of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CNH Industrial will be serving all Sourcewell and CANOE Procurement Group of Canada members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CNH Industrial will service all of Hawaii, Alaska, US, and Canada in all market segments. Shipping and delivery expense calculation method will be used for offshore transactions, Alaska, and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We will promote Sourcewell to our sales team and government dealers of over 1,000 to our customers. Our sales teams will attend regional training, webinars or in-person training. They will then help to promote and work through a potential sale through the Sourcewell contract with the local dealership. Our dealers will be trained by CNH Industrial government sales manager or their territory business manager. On-insight training, webinars or phone calls can be completed for training. We also have a partnership with Government Solutions Team for New Holland Construction that will also conduct webinars and on-sight training. We want our dealers to have a vast amount of support and success while being trained on the contract. All training is free to the dealers and goes through our Web University for tracking and awarding the teams for their participation. We work with Sourcewell and Canoe Procurement Group to provide marketing materials to the dealers. This material is also used by the dealers for customer visits, shows and other events where our brands and the contract are being promoted. New Holland Construction is also in the process of updating the Buyer's Guide that promotes our products to our government customers. We list our cooperative contracts at the back of the guide. This guide will be distributed to our dealers which in turn will provide to their customers. I have provided a picture of the back page for reference.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CNH Industrial incorporates several uses of technology, digital data, social media, and data to drive market awareness, target prospective sales, train our teams and customers, and perform community outreach. CNH Industrial has a dedicated website for our products and services. New Holland's website allows prospects to build equipment to their specifications, locate dealers and have direct contact information to each government representative. Case Construction website allows prospective customers to locate dealers. Our social media presence spans from Instagram, Facebook, Twitter and LinkedIn. We follow, like and share Sourcewell media along with other industry leaders to promote a full support system to our teams, dealers, and the community. By doing this, it keeps our brands at the top of our prospects' minds. We also utilize data from the Association of Equipment Manufacturers (AEM) on governmental and non-profit sales. The data shows sales activities and high-density sales areas. This also allows us to understand our effectiveness in the marketplace compared to our competitors. We also have a governmental bid service. By investing in this service it allows for an advantage over our competitors and directs opportunities to the Sourcewell contract. This also allows us to see the future requirements of a member so our dealers can reach out and build a relationship with them and offer the Sourcewell as a solution to their bid process. We also conduct training and post videos online to reach a maximum audience and to keep our teams "in the know" as soon as possible. We want to get the information out quickly, so our members have the most current information. New Holland Construction government sales managers along with GST work with our teams daily through these trainings, videos, and emails to help them understand their market and the opportunities that exist.	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We expect Sourcewell to promote the contract through social media, digital media, shows and events. Also, to allow members to easily locate our contracts on the landing page on Sourcewell's website and keep the member's list current. Communicating how the contracts are adopted and by whom is another significant role Sourcewell can provide. The H20 conference is an excellent tool where vendors can come together and share lessons learned, wins and best practices. When members contact Sourcewell, we expect them to directly thank them, answer any questions they have, and provide our contract information to the members. We would like our contract manager to follow up with an email or call to us on who called and their contact information and what was needed. This will allow us to continue the sales process by reaching out to them and showing them, we have a team with Sourcewell and CNH Industrial.</p> <p>We will continue to train our Territory Business Managers and dealers at our sectional and regional CNH dealer and sales meetings on this contract. We will continue to educate our dealers through webinars, phone calls and in-person training. When the contract is awarded, we will be sending out a letter with the new matrix to our dealers letting them know of the newly awarded contract. New Holland Construction will also be utilizing the GST team to train our members on the contract. They have a novel approach on touch points with the dealers during training. Our dealers are notified in several diverse ways through mail, email, and phone calls which then leads up to training. The focus does not stop after the training. GST continues to contact them after that process, so we do not lose touch with them. GST provides our dealers with a listing of Sourcewell members located in their area.</p> <p>This contract is particularly important to each one of our brands and is highly expressed to our CNH Industrial employees and dealers. Therefore, we have continued to grow the contract even through the Covid period. We plan to stay the course and continue with our message to our employees and dealers which is, "you should not have to bid for low dollars or a product you do not want, use Sourcewell and get what you deserve."</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Not now. Our contract is awarded through our dealer level, and this places too many variables. We have had conversations with NASPO to see if there is a way to work on an industry standard. Some of the states have already started going to the e-procurement system but with our highly configured products, it is difficult to work within their perimeters. We are willing to work with Sourcewell and the team you have put together to produce a process for e-procurement, whether this be through an EDI system or finding a company that has already created a process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We hold product training and customer experience events throughout the year. Any dealer current customer or potential customer can attend these events.</p> <p>At the corporate training facilities or the servicing dealer level, Operator and Maintenance training can be specifically structured for the customer. The servicing dealer provides base machine operation and maintenance training as part of the purchase and delivery. Additional training can be purchased through the local dealership.</p>

<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>New Holland Construction has announced the E15X first electric vehicle which has no air or sound pollution. New Holland Construction included an 8" LCD Multifunction Display in the 300 Series Skid Steer Loader and Compact Track Loader products. This brings the operator input and functionality to another level over what we had in the past. Particularly, the addition of a factory fit reverse camera, and improved EZ EH control adjustability. Meet the CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Construction Universal Machine Control allows you to use the precision construction technology you prefer*. It's compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude and intelligence to stake a claim as the industry's most versatile and powerful compact machine. Minotaur demonstrates CASE Construction's commitment to delivering real-world innovation rooted in customer need. With 29 patents**, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality.</p> <p>THE INDUSTRY'S FIRST FULLY ELECTRIC BACKHOE LOADER — THE CASE 580 EV The CASE 580 EV (electric vehicle) delivers backhoe power and performance equivalent to its diesel counterpart while also providing instant torque, lower jobsite noise, lower daily and lifetime operating costs, reduced maintenance demands and absolutely zero emissions. This will be anticipated to launch in 2024. The CASE 580 EV Delivers Ultimate Power and Sustainability</p> <ul style="list-style-type: none"> - Zero Emissions: Lower your carbon footprint and achieve incentives/greater consideration for new projects with electrified additions to your fleet. - All the Performance: The battery separately powers the drivetrain and hydraulic motors, resulting in hydraulic breakout forces equal to diesel-powered machines and improved performance during simultaneous loader and drivetrain operation. - Long-Lasting Power: The machine's lithium-ion battery provides enough power for the typical 8-hour workday. - Lower Operating Costs: Save as much as 90 percent in annual vehicle, fuel, and maintenance costs. - Classic CASE Performance: The 580 EV retains the precision and efficiency of diesel-powered CASE backhoes with features such as ProControl, which allows for extremely precise boom movement and placement, as well as Comfort Steer, which significantly improves steering while working in tight quarters or in truck loading operations. <p>The CASE CX15 EV (Electric Vehicle) is a 2,900-pound mini excavator powered by a 16-KW electric motor — it features retractable tracks that get machine width down to about 31 inches for going through doors and working in confined spaces. It can also work close to structures and obstacles with a minimum swing radius design. The 21.5 kWh lithium-ion battery is charged either by the 110V/220V on-board charger, or via an external rapid charger that can have the machine charged extremely fast, typically within 90 minutes. Depending on the type of work, unit will provide enough power to work through a full eight-hour workday.</p>
<p>42</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>In compliance with its Environmental Policy, CNH Industrial is committed to minimizing the environmental impact of its ICT activities by using energy-efficient products and solutions. Indeed, the Company implemented the Green ICT plan precisely to reduce energy consumption and CO2 emissions. In 2021, approximately 8,200 personal computers and 1,083 technical workstations were replaced with new equipment featuring more efficient power supply units, optimizing the consumption of electricity drawn from the grid. The Company also replaced around 1,100 computer monitors with new units that comply with environmental requirements regarding product energy consumption and efficiency, the use of hazardous substances, recyclability, packaging materials, and low-impact manufacturing methods.</p> <p>Within the scope of Brands4Sustainability3, CNH Industrial supported a project called Capri Circolare - A Sustainable Tourism Model, an in-depth analysis of potential areas of intervention to position the island of Capri at the forefront of environmental sustainability. The goal is to turn Capri into a green destination by developing a model that promotes a circular economy and the implementation of good practices to protect the local region, resources, and biodiversity. In Córdoba (Argentina), IVECO created an Ecological Island where carpenters use recycled materials to make parts that are then used in various plant production and logistics processes. In broad terms, the company applied the 5Rs of waste management (refuse, reduce, reuse, recycle, recover) to enable the reuse of approximately 4,800 kilos of reclaimed wood and around 3,600 kilos of corrugated plastic per year. The Company also contributed to creating policies in support of alternative fuels – and a circular economy – in the agriculture sector, particularly promoting the use of biomethane and Agriculture 4.0 programs through specific initiatives in many countries. As a long-</p>

standing member of the European Automobile Manufacturers' Association (ACEA), while also holding a seat on its board, the Company has actively contributed to the debate on EU (European Union) policies to lower CO2 emissions and achieve net-zero emissions in the future. Moreover, with a seat on the association's Commercial Vehicles Board, IVECO actively contributed to the discussions on how manufacturers can help achieve the EU's 2050 Greenhouse Gas Emissions (GHG) goal, highlighting the role that both liquid and gas renewable fuels can play in the transition towards net-zero CO2 emissions in transport. As regards light-duty vehicles, IVECO is actively involved in the ongoing discussions and advocacy activities regarding the revision of the post-2020 CO2 emission standard for cars and vans.

CNH Industrial is also a member of the Committee for European Construction Equipment (CECE) and of the European Agricultural Machinery Association (CEMA), trade associations for construction equipment and agricultural machinery manufacturers, respectively. Throughout 2021, the Company collaborated with the associations' committees and project teams to bring forward EU legislation on the safety and environmental aspects of off-road machinery. Following the European Green Deal plan presented by the European Commission, CNH Industrial contributed to further discussions within CECE's and CEMA's High-Level Groups on CO2 concerning ways to reduce GHG emissions and decarbonize both the agriculture and construction sectors in Europe.

CNH Industrial is also a board member of the European Association of Internal Combustion Engine Manufacturers (EUROMOT). In 2021, particularly through its brand FPT Industrial, the Company contributed to the association's activities centered on Non-Road Mobile Machinery (NRMM) exhaust emissions, proposing the creation of a new working group within the association focused on alternative powertrains and advanced energy resources. The aim was to further promote alternative and more sustainable powertrain solutions within non-road sectors as well (such as marine applications or mobile equipment) considering the EU's most recent sustainability and climate goals. The Company holds a seat on the board of the Natural & biogas Vehicle Association (NGVA Europe), which advocates and fosters the use of natural gas and biomethane for transport in Europe. In 2021, in collaboration with several other national associations for natural gas, IVECO and FPT Industrial promoted debate in Europe on natural gas strategy (considering the EU's targets for 2030 and beyond) and its advancement in Europe, in line with EU legislation on the development of natural gas infrastructures.

CNH Industrial is member of the board of Hydrogen Europe, representing the hydrogen and fuel cell industry, national associations, and research centers in Europe, and of the Hydrogen Council, a global initiative among leading energy, transport, and industry enterprises that focuses on the contribution and potential of hydrogen in the transport sector while contributing to policymaking and the ongoing debate, working towards the future commercialization of fuel cell vehicles. In this regard, the Company also participates in the European Clean Hydrogen Alliance, an initiative by the European Commission and Hydrogen Europe that brings investors together with governmental, institutional, and industrial partners, aimed at steering and coordinating the ambitious plan to deploy hydrogen technologies by 2030, and at rapidly upscaling clean hydrogen production and use in Europe.

New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines & Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector in taking on the double challenge of producing sufficient quality food and safeguarding biodiversity.

The importance of sustainable planning to the Company lies not only in time and cost efficiencies, but also in emissions reduction, resource use, packaging management, and, not least, in their indirect impact on human health and traffic congestion. To coordinate its efforts effectively towards improvements in this area, CNH Industrial published its Green Logistics Principles, available on the Company's website; intended to coordinate the Company's initiatives on promoting sustainable behaviors, they help both corporate functions and suppliers effectively monitor their performance and meet improvement targets.

In North America, the Agriculture and Construction segments continued to engage their logistics partners in the SmartWay transport program. Launched in 2003, the program is sponsored by the Environmental Protection Agency (EPA) to improve efficiency, reduce greenhouse gas, and air pollutant emissions along the transport chain. SmartWay provides its partners with a set of EPA-tested tools that help make informed transportation choices, measure, and report CO2 emissions, and improve supply chain efficiency and environmental performance.

More information can be found on our 2021 Sustainability Report

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Several CNH Industrial plants continued to implement initiatives to reduce packaging waste, according to the 5 Rs11 of waste management (in particular, the Reuse principle). Improvement measures involved several plants, including New Holland (USA), Annonay (France), Zedelgem (Belgium), Córdoba (Argentina), and Curitiba, Piracicaba, and Sorocaba (Brazil), reducing overall packaging waste by more than 1,000 tons and saving approximately \$650,000. As per existing guidelines on packaging-waste compactors, aimed at mitigating the environmental impact and management costs associated with waste, CNH Industrial plants continued to reduce the volume of stored waste, thus requiring less frequent collection and disposal services by third-party providers. For example, the plant in Rorthais (France) installed a cardboard compactor, saving over \$9,200.</p> <p>New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines & Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector to take on the double challenge of producing sufficient quality food and safeguarding biodiversity.</p> <p>See all the green initiatives stated on #43. We continue to support conservation efforts with third parties.</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>CNH Industrial is proud to partner with Small Business, Veteran Owned, Women or Minority Owned, Native American Owned and other Disadvantaged Business Enterprises.</p> <p>Monroe Tractor 1001 Lehigh Station Road, Henrietta, NY 14667 – WBE Certified noted on website www.monroetractor.com</p> <p>Yukon Equipment in AK is Native Owned. It was established under the Alaska Native Claims Settlement Act of 1971. https://yukoneq.com/about-us/</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>We are dedicated to our Clean Energy Leader® strategy, launched in 2006, which promotes the use of renewable fuels, systems to reduce emissions, technological tools, and sustainable agricultural practices. We recognize today as a global leader in powerful, reliable, and highly efficient equipment that helps our members meet the challenges of modern-day tasks. We have numerous models in several product lines which speak to understanding member needs and proving them with the correct solution. This is accomplished by our strong dealer network and our field teams working together to help our members define their needs. Our dealers are measured on technical, financial and sales performance levels and maintain certifications to back up these performance levels. Our focus is to align with what our members' needs are while controlling costs. We also have our unique demo/rental program available to members under this proposal. A member can use the product in advance and receive additional discounts if they choose to purchase the equipment. This allows the member to make sure they are getting the right product for the job. New Holland Construction partnership with Government Solutions Team (GST) will continue to have an impact on the members through the education and speaking opportunities they are afforded during our meetings and events as well as during events taking place at all levels throughout North America which they are invited to attend. Their vast array of knowledge and experience working with members in this sector compliments our team in the field with getting the Sourcwell contract utilized and talked about. Their ability to speak to the members as a third party has been of great value in successfully helping members understand how to utilize the contract.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	New Holland Construction and Case Construction covers all products, parts and labor. This is defined in our Warranty and Limitation of Liability agreements for both brands. For Case Construction this is defined in the Dealer Operating guide.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Both New Holland Construction and Case Construction have items that are not covered such as:</p> <ul style="list-style-type: none"> • Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification. • Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids. • Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc. • Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to light bulbs, spark plugs, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories. <p>For other items please see the Warranty and Limitation of Liability agreements for both brands.</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Case Construction does reimburse on some Heavy Construction products.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Both New Holland Construction and Case Construction dealer network provide technicians for repair and the network covers the entire of North America.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will cover certain items made by other manufacturers. Certain items are covered by some OEM's such as engines manufactured by Deutz, Kubota, Yanmar, etc. We do not cover warranty for items made by other manufacturers. Coverage detail is provide in the Warranty and Limitation of Liability agreement form which the customer signs at the time of delivery.	*
51	What are your proposed exchange and return programs and policies?	<p>CNH Industrial's responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> - Deliver a unit that is free of defects in material and workmanship - Reimburse for costs for repairs that are the result of defects in material and workmanship - Provide warranty payment to dealers per policy in a timely manner - Provide service information to dealers via the Technical Help Desk - Identify product deficiencies and corrective action by Product Improvement Programs - Make determinations of premature wear - Provide operators manuals <p>If for some reason defects/failures arise, CNH Industrial will take corrective action under the warranty policy. Returns/Exchanges are not allowed.</p>	*
52	Describe any service contract options for the items included in your proposal.	We do provide services under ProCare Program for Heavy Construction equipment; where a customer receives Extended Warranty coverage, and it includes planned maintenance for 3 years & SiteWatch subscriptions.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30, after receipt of invoice. Acceptable payment methods would be at the local dealer's discretion, but most would accept cash, ACH, Check and P-Card.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options and leasing solutions are available from CNH Industrial Capital America LLC. Sourcwell members should contact the local CNH brand construction equipment dealer to see what options are available.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	CNH Industrial will administer a matrix that will be published on our Dealer Portal and/or sent to our dealers notifying them of the contract period, products awarded, and discounts off list price so they can quote equipment to members. The sample matrix will be uploaded for your reference. We provide the dealers with a matrix which provides the Sourcwell member with the product, discount off list and pricing available to them.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Acceptance would be at the local dealer's discretion.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>We are offering discounts off the product category. The total purchase price will include a discount off the list with freight, setup, surcharge, and any other extra costs associated with the final sale on separate line items.</p> <p>CNH Industrial Discounts off List price:</p> <p>Skid Steer Loaders 35%</p> <p>Compact Track Loaders 32%</p> <p>New Holland Tractor Loader Backhoe 35%</p> <p>Case CE Tractor Loader Backhoe 37%</p> <p>Tractor Loader 32%</p> <p>Compact Wheel Loader 32%</p> <p>Crawler Excavator 32%</p> <p>Rough Terrain Forklifts 32%</p> <p>Compact Dozer Loader 32%</p> <p>Crawler Dozer 37%</p> <p>Heavy Wheel Loader 37%</p> <p>Heavy Excavator 32%</p> <p>Motor Grader 32%</p> <p>Compaction 32%</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CNH Industrial discounts are off list price ranging from 32% to 37%.

59	Describe any quantity or volume discounts or rebate programs that you offer.	CNH Industrial does not offer any additional discounts currently. Our local dealers are authorized at their discretion to provide additional discounts.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The proposed pricing for sourced equipment or services will be "open market." CNH Industrial will provide a quote for each request. Dealers may provide additional discounts at their discretion on the unit in question.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional cost that maybe associated with each transaction that dealers may include: -Set-up/pre delivery inspection -Surcharges if applicable -additional manuals -freight -training	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, both from manufacturing facilities, distribution points, or transfers from other dealers' inventory will be added as a separate line item. This cost is FOB, but CNH Industrial often subsidizes it to remain competitive in the marketplace.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery expenses calculation method will be used for offshore delivery as well as Alaska, Hawaii, and Canada.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do offer the option for equipment to be coded "will call." This allows the customer to pick up the equipment from the manufacturing/distribution points. This can lower the cost of the transaction.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to upload documents when they purchase equipment. They will upload the customer's purchase order, dealer's invoice to customer, and authorization letter. Each month Government Sales Manager audits the Sourcewell documents and verifies membership, pricing, discount, etc. Each quarter a report is generated on all Sourcewell sales and sent to the buyer.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Market Share is important to our business. Each month we run reports from AEM to understand our position in the marketplace. This report includes total government sales, and from the percentage of government sales going into Sourcewell is determined. Our goal is to continue to grow this matrix in the percentage of government sales to increase Sourcewell sales. We also are looking at our year over year and quarter-over-quarter results in sales volume dollars. This will show us if we are on target for growth vs that of last year's quarter.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CNH Industrial agrees to continue to pay Sourcewell a 0.75% contract fee. Our contract has continued to grow, which results in profit for all parties involved.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>New Holland Construction Equipment: MEET YOUR CHALLENGES HEAD-ON New Holland's ongoing commitment to making the most dependable and innovative construction equipment brings you the 300 Series skid steer loaders. They provide enhanced productivity, comfort and ease, while still delivering outstanding lift and breakout force and rock-solid stability. Customize your machine for your specific demands with a wide array of versatile attachments and options. The patented Super Boom® vertical lift linkage delivers maximum reach at maximum height to allow you to place loads precisely in the center of high-sided truck boxes or hoppers. New Holland Tier 4 Final engines deliver powerful performance, use less fuel and are easy to maintain to decrease your operating costs. The reliable hydraulic system delivers fast cycle times. In-line hydraulic pumps produce less noise and provide extra-smooth operation. Add the optional high-flow hydraulics to run attachments hour after hour. The 300 Series dual-range transmission provides travel speeds of more than 11 mph to save time on and between job sites. It is standard on the L320, L321, L328, and L334. New Holland's long wheelbase gives you stability and smooth riding comfort. A new available creep mode (EH models only) gives you greater control for slow-speed operations like trenching.</p> <p>New Holland's 300 Series loaders make your workday more productive and comfortable with a compact track loader from New Holland. These 60 to 114 gross HP loaders are tough models that deliver incomparable performance and craftsmanship. Whether you are a farmer, contractor, or landscaper, the 300 Series loaders are built to support you and your operation. They hold fast to steep slopes and move easily through muddy or sandy terrain to complete jobs quickly and efficiently.</p> <p>New Holland's D Series loader backhoes represent a huge step forward in operator comfort and productivity while delivering Tier 4 Final emission compliance without compromise. A new cab design featuring 10% more space, new rear side windows, vastly improved clearance when turning the seat for backhoe operation, and hugely improved in-cab storage capacity guarantees an enhanced operator experience and increased operator productivity. Many customers need a loader that offers the versatility to do a lot more than just move bulk material, including grading and leveling as well as grabbing heavy items like tree trunks and concrete pillars. They also need a tractor unit offering the traction and power to push materials into place or out of the way. With a 4-in-1 bucket, a D Series loader backhoe delivers exceptional performance with just a single attachment. Choose a 6-in-1 bucket and you have the option to flip down adjustable pallet forks for handling palletized loads without a dedicated vehicle. The backhoe can be equipped with a wide choice of buckets to match excavation, water-course clearance, trenching and other demands. You can also fit post hole diggers, hydraulically extendable dipper and countless other tools. The long, nearly 23-ft. reach of both the standard and telescopic dipper allows digging depth comparable to many conventional dedicated excavators. Add the new updated cab featuring a new heated seat and up to ten LED lights and exterior side lights on the cab roof, and there are no performance compromises with a New Holland D Series loader backhoe.</p> <p>CLASS-LEADING POWER AT BUCKET AND HITCH The U80D tractor loader from New Holland delivers 74 gross horsepower of clean power with its Tier 4 Final certified engine. You get responsive power at both bucket and hitch, so the U80D pays its way by loading, stacking, scraping and leveling. Add the Glide Ride option, and the boom cylinders become the equivalent of giant shock absorbers to stabilize the load while traveling. The curved-arm loader linkage provided on the U80D tractor loader provides hydraulic bucket leveling for less spillback, as well as excellent reach at maximum dump height for truck loading. The unique reverse-mounted loader arm cylinders give you maximum bucket breakout force and superior dump speed on the bucket. Rugged Class II three-point hitch with controllable down pressure provides excellent scraping and leveling performance. The synchromesh transmission with power shuttle gives you smooth control and easy forward-reverse shuttling.</p> <p>New Holland compact wheel loaders do more than load. With dependable engine and hydraulic power and a choice of buckets and attachments, you can easily scrape, grade, haul and more. Z-Bar linkage design provides maximum breakout force, digging and lifting power for high-production load-and-carry applications. For applications where self-leveling is needed, like forklift work, consider the W50C TC Tool Carrier model. A stable compact design allows you to work and maneuver easily in restricted spaces. A lower machine height and lower center of gravity increases the stability of New Holland compact wheel loaders so you can lift and move larger loads, travel smoothly and quickly, and operate with more confidence.</p>

You can work next to buildings, foundations, and roads with greater confidence in a New Holland Construction C Series compact excavators. They combine power, performance, and versatility to make the very most of every minute of your day. C Series excavators deliver big digging and grading performance with SAE bucket breakout forces up to 8,490 lbf and dig depth up to 12.5 feet. Their compact design and zero/short tail swing mean you can dig, fill, and grade in the most confined, congested areas. You can offset the excavator boom left or right within the operating range to match the situation. The C Series also offers more ground clearance and excellent dozer blade lift height for maneuvering and working in tough conditions. With seven models from 1.7 to 6 tons, there is nothing small about the performance of New Holland compact excavators. All models offer an increase in horsepower compared to previous models, powered by quiet, fuel-efficient Tier 4 Final engines up to 66.9 horsepower. Ease and comfort equate with operator productivity, so the wide C Series cab is designed for spaciousness, all-around visibility, comfortable seating, and smooth control. New Holland's Auto Shift traveling system automatically downshifts when load increases to enhance travel torque on slopes and in difficult conditions, then shifts back up to secure a faster travel speed after the load decreases. The Auto Idle system activates when you are not using the operating levers to improve fuel efficiency.

Case Construction Equipment:

The CASE B Series skid steers build on more than 50 years of engineering and field experience to provide the most intuitive operator experience and comfortable working environment ever built into a CASE skid steer — including an eight-inch LCD multi-function display and simple electro-hydraulic controls. The design simplifies operation and puts more power and control into the hands of the operator. Match that with productivity-enhancing horsepower and torque, powerful auxiliary hydraulics, and industry-leading visibility — and CASE B Series skid steers allow you to get more done every day.

The CASE skid steer lineup features the sizes, lift patterns, power, and emissions solutions to match any application. Five radial-lift and three vertical-lift skid steers across numerous horsepower and size classes ensure that you will find the right solution for your operation. CASE B Series skid steers also provide operators with the most feature-rich operator experience ever found in a CASE skid steer, including electro-hydraulic controls, "Creep Speed" functionality, an automotive-style information display with improved fault codes and troubleshooting, as well as Economy Modes with engine protection. The eight-inch LCD multi-function display serves as the command center for the machine and includes the industry's only backup camera visible in a split screen display with machine data.

The CASE B Series compact track loaders offer a completely re-imagined operator interface and environment to simplify operation and put more power and control into the hands of the operator — including an 8-inch LCD multi-function display and simple electro-hydraulic controls. Match that with industry-leading visibility, productivity-enhancing horsepower and torque, extreme attachment versatility, and lift geometries and size classes to meet every demand — and CASE B Series compact track loaders have the strength and performance to handle your toughest jobs. Jobsite productivity and awareness are driven by industry-leading visibility — further improved with the backup camera and a cab-wide rearview mirror. Operators have the industry's best perspective of the job through large front and side windows, a low entry threshold for greater visibility down to the bucket, a low sloping rear hood and 360-degree lighting.

CASE backhoe loaders – extra power when you want it, precise control where you need it and a sophisticated-yet-simple machine that needs less from you to get more done, more quickly. When your backhoe legacy dates to the world's first fully integrated production backhoe loader, you know they are expected to do everything. So, you engineer them to be stronger and more responsive, roading, loading, or digging. That is the Tier 4 Final N Series backhoe. Give your backhoe a shot in the arm. At the push of a button, Power Boost provides a temporary surge of power – up to 8% more breakout – without decreasing RPMs (Revolutions Per Minute) so you can quickly muscle through obstacles and tough or frozen ground. (Not available on 580N EP or 580N backhoes).

The CASE 570N EP tractor loader combines unbeatable lifting strength, ground speeds as fast as 24mph, and user-friendly features to provide contractors with a skip loader that is impressively cost effective, and incredibly easy to own and operate. It is available with a rear 540-RPM PTO (Power Take Off) or 3-point hitch, as well as a hydraulic front quick coupler for optimal versatility. The CASE 570N EP tractor loader has a full height lifting capacity of 6,503 LB., giving you more than three tons of lifting strength to move, load and stock more piles, palletes, and material. Loader arms have heavy-duty in-line parallel linkage with a solid thru-pin design, dual bucket cylinders and a standard material retention feature to evenly transfer bucket stress up and through full dump. It all works together to provide faster cycles with less spillage.

The enhanced CASE G Series wheel loaders simplify operation through a touchscreen display and give operators even greater control with adjustable electro-hydraulic controls, optimized power modes and programmable configurable buttons near the joystick. These buttons put your most common settings and functions mere inches away from the joystick, further simplifying operation. All while delivering — and improving — the power, productivity, and efficiency you already expect from CASE G Series wheel loaders. Extreme fuel efficiency, lower engine operating temperatures and a no DPF/no regen emissions solution are matched with features designed to shorten cycle times, increase uptime, and make you even more efficient. An optional, factory-integrated payload system drives greater accuracy and loading efficiency in operations from quarries and job sites to feedlots and supply yards — and makes the investment/deployment in a payload system entirely turnkey (no separate financing/installation/etc.).

C Series motor graders expand the CASE lineup with well-equipped models ideally suited for small-to-mid-size grading operations for municipalities, road maintenance and general construction. Their SCR-only Tier 4 Final engine solution delivers fuel-saving performance with minimal cost or maintenance from the operator and with the product assurance of ProCare, ownership and upkeep has never been easier. Models come standard with the productivity-boosting features operators want and are available as standard drive or AWD, and as machine control-ready for integrating into precision fleets. C Series graders deliver smooth, automatic shifting thanks to an Ergopower transmission and torque converter. And with the hydraulic differential lock and automatic power splitting, torque is instantly transferred from a slipping tire to one with more traction, providing constant traction without throttle adjustment necessary.

The CASE H Series rough terrain forklifts get it done smoother, easier, and faster. With fast lifting speeds, roading speeds of up to 24 mph (38.6 km/h), lifting capacities of up to 8,000 lbs. and a slew of unique features that keep loads level and forklift operators comfortable, these high-performance, Tier 4 Final forklifts truly do raise the bar. Rough terrain forklifts are designed for two things: lifting and moving loads. We have engineered the H Series forklifts to be the best at both. With lifting speeds of 107 feet per minute and roading speeds of 24 mph, you will be able to raise, haul and place quicker to finish the job faster.

The all-new E Series excavators build on that legacy with seven new models - including two new class sizes - designed from the ground up to revolutionize the operator experience through laser focus on the things operators care about most: reliability, cab comfort and performance. We give you a full line-up of solutions for every size and type of jobsite, whether you are trenching in open fields or working a single lane on the highway. And the growing list of OEM-fit machine control technologies available throughout the new E Series lineup shows our commitment to always delivering improved performance, precision, and profitability.

The CASE M Series dozers are among the most powerful and efficient — and now even more precise with factory-fit machine control. This makes it easier than ever to get into machine control and to experience its benefits: increased productivity, improved performance, and reduced wear-and-tear on your dozer fleet. Match that with industry leading power, extreme visibility to the work area, an intuitive operator interface/experience, and the full support of CASE and its dealer network — and CASE M Series Dozers will drive your success from heavy bulldozer work to fine grading. It is all about the drawbar pull — and the tractive effort and related pushing power it creates. CASE M Series dozers provide best-in-class drawbar pull (varies by model), and a powerful and robust undercarriage with a variety of track and extended life options to meet your pushing needs.

CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Universal Machine Control allows you to use the precision construction technology you prefer*. It is compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude, and intelligence to stake a claim as the industry's most versatile and powerful compact machine.

Minotaur demonstrates CASE's commitment to delivering real-world innovation rooted in customer need. With 29 patents**, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality. Built mean for tough conditions and smart for precision grading, you can take it all on with confidence. Transform your operation with CASE Construction Equipment.

*Machine control solution of your choice sold separately

**21 patents granted, 8 pending

		No two compaction jobs are the same. All three series of CASE vibratory rollers — double drum, single drum, and pneumatic tire — provide operators with the right combination of brute compaction force and precise control for all materials, lift profiles and jobsites. Double drum. Combi. Compact. Large Frame. CASE offers compaction solutions for every asphalt job, from driveways and bike paths to highways and commercial parking lots. Industry-leading climbing up to 67 percent grade matches with a design for powerful compaction while remaining versatile, easy to transport and fuel efficient. The PT240D provides the flexibility for both sub-base and asphalt compaction in large-scale paving projects, improving compaction quality and completing the work in fewer passes — all in a Tier 4 Final machine.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>There are various subcategories of solutions that may describe our equipment these include earth moving equipment, agriculture, residential construction, utilities, quarry and aggregates, roads and bridges, landscaping, waste and scraping, non-residential construction, and snow removal.</p> <p>CNH INDUSTRIAL supports your municipality by optimizing equipment for productivity. That also means we are constantly striving to design machines that are simple to own. Our customers provide input to help guide machine enhancements, to improve serviceability, visibility, stability, power, ease of operation and transport, extended time between refueling, noise reduction and cold-weather starting – just to name a few. And when you buy equipment from CNH INDUSTRIAL our relationship does not stop at the transaction. CNH INDUSTRIAL dealer network is on-hand to help you build the right equipment for your jobsite, and after you buy, for advice on daily checks, operator environment configuration and help with planned maintenance.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Case construction provides (7) different TLB models ranging from 74 (HP) horsepower to 110 (HP)
72	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Case Construction offers two classes of Motor Graders, the 836C (137 HP) and the 856C (173 HP).
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Case construction offers seven different models of compact excavators, two types of midi excavators and sixteen diverse types of heavy excavators (full-size excavators).
74	Bulldozers, compactors, scapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	CNH INDUSTRIAL (Case New Holland Industrial) offers (6) Bulldozers ranging from 68 to 214 horsepower
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	CNH INDUSTRIAL (Case New Holland Industrial) provides hundreds of attachments specifically designed to meet your equipment needs. We will include brochures highlighting the vast array of attachments we provide that range from snow-pushers, augers, bale handlers, buckets, brooms, and much more.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	CASE ProCare is the most comprehensive and standard-from-the-factory heavy machine support program in the industry. It comes with a 3-year/3000-hr full machine factory warranty, 3-year/2000-hr planned maintenance and 3-year Advanced SiteWatch subscription. With CASE ProCare, you receive complete factory-provided coverage on select new heavy machine orders.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	CASE Construction offers two Wheel Loader's with published net horsepower (HP) of at least 300 HP.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Case Construction provides (10) full-sized excavators with a published net horsepower (HP) of at least 150 HP.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Case construction has (1) Motor Grader with a published maximum operating weight of at least 30,000 lbs.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	CNH INDUSTRIAL (Case New Holland Industrial) does not have Cranes in its current offering.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - CNHI Price pages.zip - Friday January 13, 2023 07:29:27
 - [Financial Strength and Stability](#) - CNHI Annual report & Sustainability report.zip - Friday January 13, 2023 07:37:31
 - [Marketing Plan/Samples](#) - Buyers Guide back page.docx - Friday January 13, 2023 07:21:33
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - CNHI Warranty.zip - Friday January 13, 2023 07:32:04
 - [Standard Transaction Document Samples](#) - NH CE and Case CE matrix.zip - Thursday January 12, 2023 14:43:50
 - [Upload Additional Document](#) - CNHI awards, certificates & licenses & Brochures.zip - Friday January 13, 2023 09:54:58

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Amy Swett, Government & Fleet Sales Account Manager, CNH Industrial America LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1



Sourcewell - Construction Equipment Contract

Contract Number: 011723 - CNH

Contract Period: 04/04/2023 - 04/14/2027

Pricing Revised: 2/15/2024

Eligible Customers: All Sourcewell members in United States

Members Include: Government
 Education (K-12 and higher)
 Non-profit agencies
 States that have adopted the contract (see below)

States that have Adopted Sourcewell as their term contract:

	Member #
New York PC6265	4652
Delaware GSS15750-Equip_HD	38542
Arkansas 4600046991	1089
Washington Master Contract 01020	888
Ohio RSC008252	956

Member list: <https://www.sourcewell-mn.gov/member-lookup>

Need to Join? <https://sourcewell-mn.gov/>

CONTRACT DETAILS	
Contract Pricing	Specified discount off List Price/MSRP plus freight and setup and local delivery. Also surcharge but this must be placed on a separate line item. These discounts are not allowed with wholesale and/or retail discount(s).
Multiple Unit Discount	Not applicable.
Third Party Items	Allowed. Third party equipment and/or accessories must be listed on individual line(s) below the contract items.
Trade-In	Allowed. The value is determined by the agency and the local dealer.
Payment	Contact your local Case CE dealer for payment options.
Dealer Locator Tool	https://www.casece.com/northamerica/en-us/resources/dealer-locator



See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS-- New Contract 011723 Valid until 04/14/2027

Pricing Revised: **2/15/2024**

FOR USA MARKET ONLY		
PRODUCT / MODEL	PRICE LIST (Updated)	USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE
TRACTOR LOADER		
570N EP	Current Pricing	21.00%
TRACTOR LOADER BACKHOE		
575N EP	Current Pricing	27.00%
580N EP	Current Pricing	28.00%
580SN	Current Pricing	28.00%
580SN WT	Current Pricing	28.00%
580SV	Current Pricing	28.00%
590SN	Current Pricing	28.00%
695SV	Current Pricing	28.00%
FORKLIFT		
586H	Current Pricing	20.00%
588H	Current Pricing	20.00%
Compact Dozer Loader		
DL550	Current Pricing	16.00%
CRAWLER DOZER		
650M	Current Pricing	21.00%
750M	Current Pricing	27.00%
850M	Current Pricing	27.00%
1150M	Current Pricing	27.00%
1650M	Current Pricing	27.00%
2050M	Current Pricing	23.00%
COMPACT WHEEL LOADER		
21F	Current Pricing	18.00%
121F	Current Pricing	21.00%
221F	Current Pricing	21.00%
321F	Current Pricing	21.00%
WHEEL LOADER		
521G	Current Pricing	28.00%
621G	Current Pricing	29.00%
651G	Current Pricing	29.00%
721G	Current Pricing	29.00%
821G	Current Pricing	29.00%
921G	Current Pricing	29.00%
1021G	Current Pricing	23.00%
1121G	Current Pricing	23.00%

Freight FOB North America plant or import distribution location.

CASE CE dealer can add delivery freight and PDI costs.

Price quotes only valid for 30 days (maximum).



See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS-- New Contract 011723 Valid until 04/14/2027

Pricing Revised: **2/15/2024**

FOR USA MARKET ONLY

PRODUCT / MODEL	PRICE LIST (Updated)	USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE
COMPACT TRACK LOADER		
TR270	Current Pricing	22.00%
TR310	Current Pricing	18.00%
TR340	Current Pricing	18.00%
TV370	Current Pricing	18.00%
TV450	Current Pricing	18.00%
TV620	Current Pricing	18.00%
COMPACT EXCAVATOR		
CX15EV	Current Pricing	17.00%
CX17C	Current Pricing	17.00%
CX26C	Current Pricing	17.00%
CX30C	Current Pricing	17.00%
CX37C	Current Pricing	17.00%
CX42D	Current Pricing	17.00%
CX50D	Current Pricing	17.00%
CX57C	Current Pricing	17.00%
CX60C	Current Pricing	17.00%
EXCAVATOR		
CX75C	Current Pricing	18.00%
CX80C	Current Pricing	18.00%
CX140E	Current Pricing	18.00%
CX145D	Current Pricing	18.00%
CX170E	Current Pricing	18.00%
CX190E	Current Pricing	18.00%
CX220E	Current Pricing	18.00%
CX245D	Current Pricing	18.00%
CX260E	Current Pricing	18.00%
CX290D	Current Pricing	18.00%
CX300E	Current Pricing	18.00%
CX350D	Current Pricing	18.00%
CX365E	Current Pricing	18.00%
CX490D	Current Pricing	18.00%
CX500D	Current Pricing	18.00%
CX750D	Current Pricing	18.00%
SKID STEER LOADER		
SR160	Current Pricing	16.00%
SR175	Current Pricing	18.00%
SV185	Current Pricing	18.00%
SR210	Current Pricing	18.00%
SR240	Current Pricing	18.00%
SR270	Current Pricing	18.00%
SV280	Current Pricing	19.00%
SV340	Current Pricing	22.00%

Freight FOB North America plant or import distribution location.

CASE CE dealer can add delivery freight and PDI costs.

Price quotes only valid for 30 days (maximum).



See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS-- New Contract 011723 Valid until 04/14/2027

Pricing Revised: **2/15/2024**

FOR USA MARKET ONLY		
PRODUCT / MODEL	PRICE LIST (Updated)	USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE
MOTOR GRADER		
836C 4WD / AWD	Current Pricing	21.00%
856C 4WD / AWD	Current Pricing	21.00%
COMPACTION		
DV23	Current Pricing	17.00%
DV26	Current Pricing	17.00%
DV36	Current Pricing	17.00%
DV45	Current Pricing	17.00%
DV209	Current Pricing	17.00%
DV210	Current Pricing	17.00%
SV207	Current Pricing	17.00%
SV211	Current Pricing	17.00%
SV213	Current Pricing	17.00%
SV215	Current Pricing	17.00%
SV217	Current Pricing	17.00%
PT240D	Current Pricing	17.00%
CNH Parts	Current Pricing	LIST PRICE
MINI TRACK LOADERS (MTLS)		
TL100	Current Pricing	21.00%
SMALL ARTICULATED LOADERS (SALS)		
SL12	Current Pricing	22.00%
SL12 TR	Current Pricing	22.00%
SL15	Current Pricing	22.00%
SL22EV	Current Pricing	22.00%
SL23	Current Pricing	22.00%
SL27	Current Pricing	22.00%
SL35TR	Current Pricing	22.00%
SL50TR	Current Pricing	22.00%
WHEELED EXCAVATORS (WHEX)		
WX140E	Current Pricing	25.00%
WX155E	Current Pricing	25.00%
WX160E	Current Pricing	25.00%
WX175E	Current Pricing	25.00%
WX210E	Current Pricing	25.00%

Freight FOB North America plant or import distribution location.

CASE CE dealer can add delivery freight and PDI costs.

Price quotes only valid for 30 days (maximum).



WE MOVE MOUNTAINS © ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON



10950 South Norwalk Blvd. · Santa Fe Springs · CA · 90670 TEL: (562) 903-7377
www.SonsrayMachinery.com

Ship To: CITY OF PICO RIVERA
 6615 PASSONS BLVD
 PICO RIVERA CA 90715
 Invoice To: CITY OF PICO RIVERA
 6615 PASSONS BLVD
 PICO RIVERA CA 90715

Santa Fe Springs
 March 7, 2024
 BP0016039

rruvalcaba-0229
 562-861-4399
 Purchase Order:

Sales Person: Rafael Ruvalcaba

Attention: Jose Gutierrez

EQUIPMENT QUOTE/SALES ORDER

CASE 590SN 4WD T4 FINAL. Serial #: JJGN59SNVPC784076 Stock #: \$140,142.24
 EQ0055220

*****Sourcewell Discount Applied List \$ 194,642.00 - 28% = \$ 140,142.24*****

464624 -2CAB PLT PDH 2WAY1 / 423062 -Powershift H-Type Trans / 9200012 14x17.5, 10PR / 8392564 21Lx24 12PR
 464074 -1-Way or 2-Way AUX & EHOE Pkg / 423047 -Heavy Front CWT, Extnhoe / 423078 Pilot Controls w/Power Lift
 442018 Mechanical Q/C / 442056 -Flip Over/Stabilizer Pads / 464078 -LDR Performance PKG-RC & CS & 3SPL PKG
 742433 93" 4x1 Bkt w/cutting edges / 747853 Cab, 2 Door with Heat & AC / 745161 -Premium Air Susp Heated
 423090 -Auto Ride Control / 745242 -LED Light Package / 423093 Dual Battery / 480026 -5YR CUSTOMER 480026

RATE QUOTED IS BASED ON CURRENT RATES. RATE IS SUBJECT TO CHANGE, BASED ON THE FINANCIAL INSTITUTION
 *** Quote Expires 02/29/2024 *** Financing Available on Approved Credit (OAC) *** Unit Based on Availability
 PRICE IS NOT GUARANTEED & SUBJECT TO MANUFACTURER'S PRICE INCREASES, INCLUDING ANY ADDITIONAL SURCHARGES
 SONSRAY SIGNATURE SERVICE – A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

Hyd Breaker w/Pins & Hoses, Install Breaker and Test	\$12,379.00
Factory Freight	\$6,000.00
PPP-Premier 36/3000 (\$0 Deductible)	\$3,992.00
PDI/WASH/FUEL	\$3,000.00
12" Bucket W/Hardwar & Install	\$1,718.95
Freight Out To Customer	\$ 750.00
DOC Load FEES	\$ 600.00
Quoted Price	\$168,582.19
Sales Tax 10.25%	\$16,178.61
Processing Fee	\$ 399.00
CA Tire Tax	\$ 7.00
Cash Due or Finance Amount	\$185,166.80

NOTICE TO PURCHASER

spaces, even if otherwise advised.
 You are entitled to an exact and completely filled
 protect your legal rights.
 Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____
 Print Name _____ Date _____ Accepted By _____ Date _____

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

GOOD OF THE ORDER

COUNCIL MEETING DATE	COUNCIL MEMBER	REQUEST	DETAIL	DIRECTOR(S)	ACTION TAKEN: Memo; Staff Report; Closed Session; Presentation; Follow-up Meeting; City Manager Reports; Informal Action	DISCUSSION ITEM	ACTION ITEM DATE	STATUS: Complete; Pending; On-going; In-Progress
2/14/2023	Garcia/Sanchez	Establishing Safe Spaces for kids	Take to City Council	P. Yugar	TBD	2/14/2023	8/8/2023	In-Progress
11/14/2023	Lara/Lutz	MHKO Ordinance	Take to City Council	A. Betancourt	TBD			In-Progress
1/23/2024	Lara/Garcia	Drone Technology Report	Take to City Council	S. Carmona	TBD			In-Progress
3/12/2024	Lutz/Garcia	Create funding for 1st time Home Buyers (Veterans/1st Responders)		A. Betancourt	TBD			Pending
3/12/2024	Lara/Camacho	Crosswalk Safety Assessment		N. Negrete	TBD			Pending
3/26/2024	Camacho/Garcia	Citywide Traffic Safety Assessment		N. Negrete	TBD			Pending
3/26/2024	Garcia/Lara	Graffiti Ordinance Update		A. Betancourt	TBD			Pending