



CITY OF BELL GARDENS
CITY COUNCIL / SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION
JOINT MEETING
MONDAY, JANUARY 8, 2024, 6:00 PM
AGENDA

LOCATION: CITY COUNCIL CHAMBERS, 7100 GARFIELD AVENUE, BELL GARDENS, CA 90201

The meeting will be held at Bell Gardens City Hall in the Council Chambers. The public may attend the meeting in-person or virtually as instructed below. You may view the meeting live on the City's website at <https://www.bellgardens.org/i-want-to/watch-city-council-meetings>.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting the City Clerk's office by telephone at 562-806-7704 or via email to CityClerkDesk@bellgardens.org no later than 72-hours before the scheduled meeting.

PUBLIC PARTICIPATION: The members of the public may address the City Council / Agency Members on any item listed on the agenda or on matters which are not listed on the agenda but are within the subject matter jurisdiction of the City Council / Successor Agency. Public comments are limited to three (3) minutes per person for each designated public comment period(s). Public comments for non-agenda items will be limited to a total of 30 minutes. Public comments can be made by any of the following ways:

IN-PERSON: Members of the public can provide in-person comments at the podium in the Council Chamber. The Council Chambers will have seating available for members of the public to attend the meeting in person, subject to capacity limits. Public comments are limited to three (3) minutes for each designated public comment period(s) per speaker, unless a different time is announced by the presiding chair. Speakers who wish to address the City Council / Agency Members should do so by submitting a "Public Comment Card" card by 5:00 p.m. for Closed Session items and by 6:00 p.m. for all other designated public comment periods as listed.

BY TELEPHONE: Phone Number: (669)900-9128 Webinar ID: 813 3236 4343# Passcode: 2021#
To address the City Council press *9 to raise your hand then *6 to unmute yourself when instructed.

VIRTUALLY LIVE: Members of the public may participate via Zoom by <https://zoom.us/join> and entering the Zoom Meeting ID: 813 3236 4343 Passcode: 2021
Comments may also be made via the Zoom app by using the "Raise Hand" feature when it is your turn to speak the host will unmute you. Comments will not be accepted in the QandA Chat function of the zoom app.

WRITTEN COMMENTS: Public comments may be emailed to PublicComments@bellgardens.org or mailed to: City Clerk's Office, 7100 Garfield Ave., Bell Gardens, CA 90201. To ensure distribution to the members of the City Council / Agency Members prior to consideration of the agenda, please submit

comments no later than one (1) hour prior to the meeting. Those comments, as well as any comments received after, will be distributed to the members of the City Council / Successor Agency and will be part of the official public record of this meeting.

For more information, you may contact the City Clerk's office during regular business hours 7:30 a.m. to 6:00 p.m., Monday through Thursday at (562) 806-7704.

PUBLIC HEARING: Public participation will be separately called for the public to provide comments at the time of each public hearing item. Speakers who wish to provide a comment should do so by submitting a "Public Comment Card" to the staff liaison, clerk, prior to the designated public comment period.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS / SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION MEMBERS

Gabriela Gomez, Council Member / Agency Member
Maria Pulido, Council Member / Agency Member
Francis De Leon Sanchez, Council Member / Agency Member
Marco Barcena, Mayor Pro Tem / Vice Chair
Jorgel Chavez, Mayor / Chair

PRESENTATIONS

- **CERTIFICATE OF RECOGNITION TO THE BELL GARDENS POLICE OFFICER'S FOR THEIR COURAGEOUS AND LIFESAVING ACTION AT THE SCENE OF A HOUSE FIRE ON DECEMBER 17, 2023**
- **CERTIFICATE OF RECOGNITION - SHANA MARQUEZ WITH TOUCHPOINT CHURCH**
- **CERTIFICATE OF RECOGNITION - HOLIDAY HOME DECORATING CONTEST**

PUBLIC COMMENTS ON NON-AGENDA ITEMS UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL / SUCCESSOR AGENCY

During this time, the members of the public may address the City Council / Successor Agency regarding any items within the subject matter jurisdiction of the City Council / Successor Agency. Public comments are limited to 3 minutes per person subject to an overall 30-minute period for non-agenda items. Government Code Section 54590 prohibits the City Council / Successor Agency from taking action or engaging in discussion on a specific item unless it appears on the agenda.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

During this time, the members of the public may address the City Council / Agency Members regarding any items listed on the agenda. Public comments are limited to 3 minutes per person.

CITY MANAGER'S REPORT

CONSENT CALENDAR (Item Nos. 1 - 5)

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council / Successor Agency request specific items to be removed from the Consent Calendar for separate action. Items called for separate discussion will be heard as the next order of business.

1. GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Recommendation:

It is staff's recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

2. APPROVAL MINUTES OF DECEMBER 11, 2023 CITY / SUCCESSOR AGENCY JOINT MEETING

Approve the minutes of the December 11, 2023 City/Successor Agency Joint Meeting.

Recommendation:

It is staff's recommendation that the City Council approve the minutes of the December 11, 2023 City/Successor Agency Joint Meeting.

3. WARRANT REGISTERS AND WIRE TRANSFERS

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 11/28/23, 11/30/23, 12/05/23, 12/12/23, 12/14/23 and 12/19/23.

4. WARRANT REGISTER SUCCESSOR AGENCY

In approving the action of receiving and filing the warrant registers, the official minutes of the Successor Agency should state that each individual member of the Successor Agency is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same Successor Agency Member, or pays for any costs or expenses, or otherwise benefits the same named Successor Agency Member. Each Successor Agency Member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named Successor Agency Member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff's recommendation that the Successor Agency Members receive and file the warrant register dated 12/12/23 and 12/19/23.

5. PURCHASE OF POLICE EQUIPMENT

The Police Department needs to purchase and replace out-of-date duty handguns and rifles used by patrol officers and the Special Operations Team (SOT). The current duty handguns are over ten years old and the rifles are over 15 years old. The industry standard is to replace this equipment every five years.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution approving an agreement with Proforce Marketing, Inc. dba Proforce Law Enforcement to purchase and replace duty handgun and rifles.

DISCUSSION (Items No. 6-8)

6. RESOLUTION APPROVING AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF NEW POLE LED LIGHTING AT JOHN ANSON FORD PARK

Consideration of a Resolution approving an agreement with ABM Electrical & Lighting Solutions, Inc. formerly known as ABM Industries, Inc. for the purchase and installation of new pole LED walkway lighting at John Anson Ford Park.

Recommendation:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution approving an agreement with ABM Electrical & Lighting Solutions, Inc. formerly known as ABM Industries Inc. for the purchase and installation of new LED lighting for a total amount not to exceed \$249,909.48;
2. Authorize the City Manager to execute the agreement and approve change orders that may be necessary during construction to cover any unforeseen condition in an amount not to exceed 10% of the agreement amount; and
3. Appropriate \$275,000 from the General Fund to complete this project.

7. CITY COUNCIL APPOINTMENT TO EXTERNAL COMMITTEES

City Council Members serve on various external boards and committees, representing the City of Bell Gardens. This report provides a listing of all the boards and committees and the names of the Council Members that serve on the boards/committees. The Council may make appointment revisions to this list at this time.

Recommendation:

It is staff's recommendation that the City Council make changes, reappointments, or appointments as necessary to the attached matrix of Council Appointments to External Regulatory and Advisory Boards, Commissions, and Committees.

8. LOCAL COMMISSIONS APPOINTMENT LIST

The Local Commissions Appointments List outlines the City of Bell Gardens Commissions and Commissioners. Per the Bell Gardens Municipal Code, City Commissions consist of Bell Gardens residents appointed by each member of the City Council. Council Members may remove commissioners during any regular City Council meeting and may appoint commissioners following 10 working days after the posting of the vacancy notice.

Recommendation:

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

CITY COUNCIL / SUCCESSOR AGENCY MEMBER COMMENTS

ADJOURNMENT

Daisy Gomez, City Clerk

Agenda posted on January 4, 2024.



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 1.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O’Kelly, City Manager
BY: Daisy Gomez, City Clerk
SUBJECT: **GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934**
DATE: January 8, 2024

RECOMMENDATION:

It is staff’s recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

BACKGROUND/DISCUSSION:

In order to expedite the conduct of business at Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the Council supports the motion waiving the full reading. Most California cities adopt a standard motion at the beginning of each meeting in order to effectuate this waiver.

Since most of the Ordinances introduced and adopted consist of multiple pages of technical language, reading by title only allows the Council to eliminate the communication of redundant information and attend to other matters during the meetings. Otherwise, the entire Ordinance language will have to be read in full.

CONCLUSION:

Allowing ordinances to be read by title only, according to California State Law, will expedite the conduct of business at Council Meetings.

FISCAL IMPACT:

No fiscal impact.

APPROVED ELECTRONICALLY BY:

Michael B. O’Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT
Item 2.**

TO: Honorable Mayor and City Council Members
FROM: Michael B. O’Kelly, Executive Director
BY: Daisy Gomez, City Clerk
SUBJECT: **APPROVAL MINUTES OF DECEMBER 11, 2023 CITY / SUCCESSOR AGENCY JOINT MEETING**
DATE: January 8, 2024

RECOMMENDATION:

It is staff’s recommendation that the City Council approve the minutes of the December 11, 2023 City/Successor Agency Joint Meeting.

BACKGROUND/DISCUSSION:

Every City/Successor Agency Joint Meeting the City Clerk documents the actions made by the Agency Members/City Council.

CONCLUSION:

If approved, the minutes of the City/Successor Agency Joint Meeting will be archived in the City Clerk's Office.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Minutes of December 11, 2023 Regular City Council/Successor Agency Joint Meeting

APPROVED ELECTRONICALLY BY:

Michael B. O’Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services



CITY OF BELL GARDENS
CITY COUNCIL / SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION
JOINT MEETING
MONDAY, DECEMBER 11, 2023, 6:00 PM
MINUTES

LOCATION: CITY COUNCIL CHAMBERS, 7100 GARFIELD AVENUE, BELL GARDENS, CA 90201

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PUBLIC HEARING: Public participation will be separately called for the public to provide comments at the time of each public hearing item. Speakers who wish to provide a comment should do so by submitting a "Public Comment Card" to the staff liaison, clerk, prior to the designated public comment period.

CALL TO ORDER

The Council Members of the City of Bell Gardens City Council/Successor Agency held a Joint Regular meeting on December 11, 2023, in the Council Chambers, 7100 Garfield Avenue, Bell Gardens, CA with Mayor Francis De Leon Sanchez presiding. Mayor Francis De Leon Sanchez called the joint meeting to order at 6:05 p.m.

INVOCATION

The invocation was given by Minister Daniel Anguiano.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Girl Scout Brownie Troop #2543.

ROLL CALL OF CITY COUNCIL MEMBERS / SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION MEMBERS

Present:

Marco Barcena, Agency Member/Council Member
Gabriela Gomez, Agency Member/Council Member
Maria Pulido, Agency Member/Council Member (joined the meeting at 6:49 pm)
Jorgel Chavez, Vice Chair/Mayor Pro Tem
Francis De Leon Sanchez, Chair/Mayor

Absent:

None

PRESENTATIONS

- **CERTIFICATE OF RECOGNITION - JOSE AGUIRRE FOR ACHIEVING THE ASSOCIATE OF OCCUPATIONAL STUDIES DEGREE**

Councilmember Marco Barcena read the certificate of recognition and presented it Jose Aguirre.

- **CERTIFICATE OF RECOGNITION FOR RESIDENT VOLUNTEERS - ESTELA MATA, MONICA KAKIMOTO, LUCIA VELOZ, AND MARIA PADILLA**

Councilmember Marco Barcena read the certificates of recognition and presented it Estela Mata, Monica Kakimoto, Lucia Veloz, and Maria Padilla.

- **RECOGNITION FOR SERGEANT R. CATANI AND OFFICER N. ROBLES**

Mayor Francis De Leon Sanchez read the certificates of recognition and presented it Sergeant R. Catani and Officer N. Robles.

- **RECOGNITION TO THE BELL GARDENS POLICE DEPARTMENT COMMUNITY POLICE ACADEMY CLASS CC-03 FOR COMPLETION OF THE SIX WEEK ACADEMY**

Mayor Pro Tem Jorgel Chavez read the certificates of recognition and presented it to the academy graduates: Alma Garcia, Aracely Zamora, Cecilia Cerda, Guillermo Torres, Iris Violeta Hernandez, Margarita Garcia, Maria Gema Martinez, Maria Padilla, Maria Peralta, Martha Cabral, Martha Carrasco,

Pedro Casillas, Silvestre Noyola, and Talpa Angulo.

- **RETIREMENT RECOGNITION FOR CHIEF OF POLICE SCOTT FAIRFIELD**

Mayor Francis De Leon Sanchez read the certificate of recognition and presented it Chief of Police Scott Fairfield.

PUBLIC COMMENTS ON NON-AGENDA ITEMS UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL / SUCCESSOR AGENCY

City Clerk Daisy Gomez announced that there were no written comments received.

Anthony Mondragon spoke regarding the leaving and new Chief of Police.

Bruce Crow spoke regarding various topics.

Armando Herman spoke regarding various topics and provided documentation.

Rogelio Rodriguez spoke regarding rent control and other various topics.

Nestor Gomez spoke regarding rent control.

Armando Velasquez spoke regarding Kiwanis Club and requested for support and provided documentation.

Estevan Figueroa spoke regarding the leaving Chief of Police.

Martha Carrasco spoke regarding the leaving and new Chief of Police.

Alex Alvarez spoke regarding rent control.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

City Clerk Daisy Gomez announced that there were no written comments received.

Bruce Crow spoke regarding Item Nos. 10 and 15.

Armando Herman spoke regarding Item No. 15.

CITY MANAGER'S REPORT

City Manager Michael O'Kelly provided a brief report.

CONSENT CALENDAR (Item Nos. 1 - 14)

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council / Successor Agency request specific items to be removed from the Consent Calendar for separate action. Items called for separate discussion will be heard as the next order of business.

A motion was made by Councilmember Marco Barcena seconded by Mayor Francis De Leon Sanchez to approve Consent Calendar Item Nos. 1 - 14.

The motion carried 5-0 with the following vote for Item Nos. 1 - 14:

AYES: Barcena, Gomez, Pulido, Chavez, De Leon Sanchez
NOES: None
ABSENT: None
ABSTAIN: None

1. **GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934**

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Recommendation:

It is staff's recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

2. **APPROVAL MINUTES OF NOVEMBER 13, 2023 CLOSED SESSION AND CITY / SUCCESSOR AGENCY JOINT MEETINGS**

Approve the minutes of the November 13, 2023 Closed Session and City/Successor Agency Joint Meetings.

Recommendation:

It is staff's recommendation that the City Council approve the minutes of the November 13, 2023 Closed Session and City/Successor Agency Joint Meetings.

3. **WARRANT REGISTERS AND WIRE TRANSFERS**

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 10/26/23, 10/31/23, 11/02/23, 11/07/23, 11/14/23, 11/16/23 and 11/21/23.

4. **WARRANT REGISTER SUCCESSOR AGENCY**

In approving the action of receiving and filing the warrant registers, the official minutes of the Successor Agency should state that each individual member of the Successor Agency is not voting

on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same Successor Agency Member, or pays for any costs or expenses, or otherwise benefits the same named Successor Agency Member. Each Successor Agency Member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named Successor Agency Member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff's recommendation that the Successor Agency Members receive and file the warrant register dated 11/21/23.

5. SEPTEMBER 2023 TREASURER'S REPORT

The Treasurer's Report is a list of cash, investment portfolio and restricted bond cash held by the City.

Recommendation:

It is recommended that the City Council receive, approve, and file the September 2023 Treasurer's Report.

6. OCTOBER 2023 TREASURER'S REPORT

The Treasurer's Report is a list of cash, investment portfolio and restricted bond cash held by the City.

Recommendation:

It is recommended that the City Council receive, approve, and file the October 2023 Treasurer's Report.

7. SUCCESSOR AGENCY APPROVAL OF THE RECOGNIZED OBLIGATION PAYMENTS SCHEDULE 2024-25 AND THE JULY 1, 2024 – JUNE 30, 2025 ADMINISTRATIVE BUDGET

Agenda item to present the ROPS 2024-25 and the fiscal year 2024-2025 Administrative Budget to the Successor Agency with a recommendation to adopt a resolution approving the ROPS 2024-2025 and the fiscal year 2024-2025 Administrative Budget.

Recommendation:

It is staff's recommendation that the Successor Agency (SA) by motion adopt the attached Resolution approving:

1. Recognized Obligations Payment Schedule 24-25 (ROPS 24-25) which details the obligations of the SA for the period July 1, 2024 through June 30, 2025; and
2. Proposed Administrative Budget for July 1, 2024 through June 30, 2025.

Successor Agency Resolution No. 2023-05 was approved.

8. A RESOLUTION OF THE CITY OF BELL GARDENS ESTABLISHING A POLICY THAT DELEGATES TORT LIABILITY CLAIMS HANDLING RESPONSIBILITIES TO THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) AS AUTHORIZED BY GOVERNMENT CODE SECTIONS 910, ET SEQ.

Delegation of authority to the California Joint Powers Insurance Authority (CJPIA).

Recommendation:

It is the staff's recommendation that the City Council approve the attached Resolution, establishing a policy that delegates tort liability claims handling responsibilities to the CJPIA as authorized by Government Code sections 910 et seq.

Resolution No. 2023-110 was approved.

9. A RESOLUTION AUTHORIZING TRANSFER AND ACCEPTANCE OF PROPERTY LOCATED AT 5811-1/2 LIVE OAK STREET

Consideration of a resolution transferring property at 5811-1/2 Live Oak Street from Prime/Fit, LLC, to the Successor Agency to the former Bell Gardens Community Development Commission, followed by a transfer of the property to the City of Bell Gardens.

Recommendation:

It is staff's recommendation that the Successor Agency:

1. Find the proposed transfer of the property located at 5811 1/2 Live Oak Street (APN: 6227-004-800) ("Property" or "Little Rectangle") from Prime Frit El Portal, LLC, a California limited liability company ("Prime/Frit") to the City of Bell Gardens as Successor Agency to the Former Bell Gardens Community Development Commission ("Successor Agency") is exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15312.
2. Adopt Successor Agency Resolution No. 2023-06, attached hereto as Exhibit 1, approving and accepting the transfer of the Property Prime/Frit to the City of Bell Gardens as Successor Agency to the Former Bell Gardens Community Development Commission ("Successor Agency") by Quitclaim Deed (Exhibit A to the Successor Agency Resolution No. 2023-06).
3. Accept transfer of the Property by execution of a Certificate of Acceptance (Exhibit A to the Successor Agency Resolution No. 2023-06).
4. Approve the subsequent transfer of the Property to the City of Bell Gardens ("City") in order for the City to maintain the current wireless lease on the Property, via Quitclaim Deed (Exhibit B to the Successor Agency Resolution No. 2023-06).
5. Declare the Property as exempt surplus land under the Surplus Land Act pursuant California Government Code section 54221(f)(1)(D) as it will be transferred to local agencies, the Successor Agency and subsequently, the City, for use of the Property as a cell tower site.

It is also staff's recommendation that the City Council:

1. Find the proposed acceptance of the Property from the Successor Agency is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines sections 15312 and 15061(b)(3).
2. Adopt City Council Resolution No. 2023-111, attached hereto as Exhibit 2, approving and accepting the transfer of the Property from the Successor Agency by Quitclaim Deed via Deed (Exhibit A to the City Council Resolution No. 2023-111).
3. Accept transfer of the Property by execution of a Certificate of Acceptance (Exhibit A to the City Council Resolution No. 2023-111).
4. Accept transfer of the overhang easement from Prime/Frit (Exhibit B to the City Council Resolution No. 2023-111).

Successor Agency Resolution No. 2023-06 was approved.
Resolution No. 2023-111 was approved.

10. A RESOLUTION AUTHORIZING ACCEPTANCE OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION SUSTAINABLE TRANSPORTATION PLANNING GRANT FUNDING

Consideration of a resolution authorizing acceptance of the California Department of Transportation Sustainable Transportation Planning Grant funding to a specific citywide project.

Recommendation:

It is recommended that the City Council:

1. Adopt a Resolution authorizing acceptance of the California Department of Transportation Sustainable Transportation Planning Grant funding; and
2. Rescind Resolution No. 2023-083.

Resolution No. 2023-112 was approved.

11. CONSIDERATION OF APPROVAL OF A RESOLUTION EXTENDING AN AMENDMENT TO THE GROSS REVENUE LICENSE FEE IMPOSED ON PARKWEST BICYCLE CASINO

Adopt the attached Resolution extending an amendment to the gross revenue license fee imposed on Parkwest Bicycle Casino for a limited time period ending on April 30, 2024.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution extending an amendment to the gross revenue license fee imposed on Parkwest Bicycle Casino for a limited time period ending on April 30, 2024.

Resolution No. 2023-113 was approved.

12. ACCEPTANCE OF THE 2022 SHSP GRANT FUNDING

The Police Department will be utilizing the 2022 State Homeland Security Program (SHSP) grant funding to enhance cybersecurity equipment such as: hardware, computer(s), firewall systems, and/or mobile police vehicle radios. This equipment will reinforce security in an effort to prevent cyber-attacks.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution thereby accepting grant funds and authorizing the Police Department to begin expending these funds.

Resolution No. 2023-114 was approved.

13. RESOLUTION APPROVING A FOURTH AMENDMENT TO ENGINEERING SERVICES AGREEMENT WITH BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS TO EXTEND THE TERM FOR ONE ADDITIONAL MONTH

Consideration of a Resolution approving a Fourth Amendment to the Engineering Services Agreement with Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers to extend the term through January 31, 2024.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution authorizing the City Manager to execute the Fourth Amendment with Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers.

Resolution No. 2023-115 was approved.

14. RESOLUTION APPROVING A FIRST AMENDMENT TO PUBLIC TRANSIT SERVICES AGREEMENT WITH PCAM, LLC DBA PARKING COMPANY OF AMERICA TO EXTEND THE TERM FOR ONE ADDITIONAL YEAR

Consideration of a Resolution approving a First Amendment to the Public Transit Services Agreement with PCAM, LLC dba Parking Company of America to extend the term through December 31, 2024.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution authorizing the City Manager to execute the First Amendment with PCAM, LLC dba Parking Company of America.

Resolution No. 2023-116 was approved.

DISCUSSION (Item Nos. 15 - 17)

15. APPROVAL OF SECOND AMENDMENT TO THE EXISTING AGREEMENT FOR CITY ATTORNEY SERVICES WITH OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

Consideration of approval of Second Amendment to the existing agreement for City Attorney Services with Olivarez Madruga Law Organization, LLP.

Recommendation:

It is staff's recommendation that the City Council:

1. Consider and approve the Second Amendment to the existing Agreement for City Attorney Services with Olivarez Madruga Law Organization, LLP, in accordance with Government Code Sections 53262, 54953(c)(3) and 54956(b); and
2. Authorize the City Manager to make nonmaterial changes and execute all implementing documents.

Pursuant to Government Code Section 84308 Mayor Pro Tem Jorgel Chavez recused. In the previous 12 months, he received campaign contribution in excess of \$250 from the contracting party.

A motion was made by Mayor Francis De Leon Sanchez, seconded by Councilmember Maria Pulido to approve staff's recommendation.

The motion carried 4-0-0-1 with the following vote:

AYES: Barcena, Gomez, Pulido, De Leon Sanchez
NOES: None
ABSENT: None
ABSTAIN: Chavez

16. LOCAL COMMISSIONS APPOINTMENT LIST

The Local Commissions Appointments List outlines the City of Bell Gardens Commissions and

Commissioners. Per the Bell Gardens Municipal Code, City Commissions consist of Bell Gardens residents appointed by each member of the City Council. Council Members may remove commissioners during any regular City Council meeting and may appoint commissioners following 10 working days after the posting of the vacancy notice.

Recommendation:

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

A motion was made by Councilmember Maria Pulido, seconded by Mayor Francis De Leon Sanchez to appoint Jeanette Beltran to the Education Commission and appoint Ernesto Ramirez to the Senior Citizen Commission.

The motion carried 5-0 with the following vote:

AYES: Barcena, Gomez, Pulido, Chavez, De Leon Sanchez

NOES: None

ABSENT: None

ABSTAIN: None

17. REORGANIZATION AND SELECTION OF MAYOR/CHAIRPERSON AND MAYOR PRO TEM/VICE CHAIRPERSON

The City Clerk will call for nominations and voting for Mayor/Chair and Mayor Pro Tem/Vice Chair of the City of Bell Gardens City Council and Successor Agency to the Community Development Commission.

Recommendation:

It is staff recommendation that the City Council by motion organize and select a Mayor/Chairperson and Mayor Pro Tem/Vice Chairperson at the first regular meeting in December per Bell Gardens Municipal Code 2.04.020(c) and Government Code 36801.

The following local dignitaries congratulated the outgoing and incoming mayor and mayor pro tem: City of Montebello Mayor David Torres; Field Representative Vanessa Bautista with State Senator Lena Gonzalez Office; City of Lynwood Mayor Jose Luis Solache, Councilmembers Oscar Flores and Juan Guevara; and Southeast Los Angeles Field Deputy German Castilla with Los Angeles County Supervisor Janice Hahn's Office.

Councilmember Jorgel Chavez presented an award of recognition to Councilmember Francis De Leon Sanchez for her service as Mayor.

Councilmember Francis De Leon Sanchez presented an award of recognition to Councilmember Jorgel Chavez for his service as Mayor Pro Tem.

A nomination was made by Councilmember Marco Barcena to appoint Jorgel Chavez as Mayor.

A motion was made by Councilmember Marco Barcena, seconded by Councilmember Francis De Leon Sanchez to close nominations for the Mayor position.

The motion carried 5-0 with the following vote:

AYES: Barcena, Gomez, Pulido, Chavez, De Leon Sanchez
NOES: None
ABSENT: None
ABSTAIN: None

A motion was made by Councilmember Marco Barcena, seconded by Councilmember Francis De Leon Sanchez to appoint Jorgel Chavez as Mayor.

The motion carried 5-0 with the following vote:

AYES: Barcena, Gomez, Pulido, Chavez, De Leon Sanchez
NOES: None
ABSENT: None
ABSTAIN: None

A nomination was made by Councilmember Francis De Leon Sanchez to appoint Marco Barcena as Mayor Pro Tem.

A motion was made by Councilmember Francis De Leon Sanchez, seconded by Councilmember Gabriela Gomez to close nominations for the Mayor Pro Tem position.

The motion carried 5-0 with the following vote:

AYES: Barcena, Gomez, Pulido, Chavez, De Leon Sanchez
NOES: None
ABSENT: None
ABSTAIN: None

A motion was made by Councilmember Francis De Leon Sanchez, seconded by Councilmember Gabriela Gomez to appoint Marco Barcena as Mayor Pro Tem.

The motion carried 5-0 with the following vote:

AYES: Barcena, Gomez, Pulido, Chavez, De Leon Sanchez
NOES: None
ABSENT: None
ABSTAIN: None

CITY COUNCIL / SUCCESSOR AGENCY MEMBER COMMENTS

Members of the Council and Successor Agency made community announcements and comments.

ADJOURNMENT

Mayor Jorgel Chavez adjourned the meeting at 7:48 p.m.

Daisy Gomez, City Clerk

Agenda posted on December 7, 2023.



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 3.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Manuel Carrillo, Director of Finance & Administrative Services
SUBJECT: **WARRANT REGISTERS AND WIRE TRANSFERS**
DATE: January 8, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 11/28/23, 11/30/23, 12/05/23, 12/12/23, 12/14/23 and 12/19/23.

BACKGROUND/DISCUSSION:

The attached warrant registers, wire transfers, and net payrolls are for 11/28/23, 11/30/23, 12/05/23, 12/12/23, 12/14/23 and 12/19/23. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above referenced dates.

CONCLUSION:

If the recommendation to the City Council is approved, then the warrant registers, wire transfers, and net payrolls dated 11/28/23, 11/30/23, 12/05/23, 12/12/23, 12/14/23 and 12/19/23 will be received and filed.

FISCAL IMPACT:

Warrant register	11/28/23	188399 - 188513	\$319,970.71
		Total Bank	\$319,970.71
Wire transfer	11/30/23	1879 - 1881	\$240,317.53
Warrant register	12/05/23	188515 - 188593	\$240,042.25
		Total Bank	\$480,359.78
Net payroll transfer	11/30/23	-	\$530,665.84
		Total Voucher	\$1,011,025.62
Warrant register	12/12/23	188594- 188659	\$221,182.52
		Total Bank	\$221,182.52
Wire transfer	12/14/23	1882 - 1886	\$426,129.46
Warrant register	12/19/23	188660 - 188761	\$694,510.09
		Total Bank	\$1,120,639.55
Net payroll transfer	12/14/23	-	\$763,465.65
		Total Voucher	\$1,884,105.20
		Grand Total Vouchers	\$3,436,284.05

ATTACHMENTS:

Exhibit 1- Warrant Register

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

Voucher List
CITY OF BELL GARDENS

11/29/2023 1:51:16PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188399	11/28/2023	007599 4IMPRINT, INC	11855128		RCS DEPT PROMOTIONAL ITEMS	596.08
			25641006		RCS SR CTR PROMOTIONAL ITEMS	718.35
					Total :	1,314.43
188400	11/28/2023	010901 7115 PERRY ROAD, LLC	7119 PERRY OCT/NOV		RCS RENTAL ASSIST OCT/NOV 202	869.00
					Total :	869.00
188401	11/28/2023	010899 7517 JABONERIA, LLC	7517 JABONERIA 1/2		RCS RENTAL ASSIST OCT 2023	348.00
					Total :	348.00
188402	11/28/2023	010902 8051 EASTERN AVE., LLC	8051 EASTERN#13		RCS RENTAL ASSIST NOV 2023	1,200.00
					Total :	1,200.00
188403	11/28/2023	008102 ACOSTA, JOHN	12/11-14TH,2023		PD TRNG REIM POST MNGMNT 12/	651.72
					Total :	651.72
188404	11/28/2023	010497 AIRESRING INC.	179006269		IT AIRESRING SD WAN 11/16-12/1	1,314.49
					Total :	1,314.49
188405	11/28/2023	000098 ALIN PARTY SUPPLY	553920		RCS SUPPLIES FRIENDS GIVING	178.77
					Total :	178.77
188406	11/28/2023	010833 AMAZON CAPITAL SERVICES, INC.	1DV4DV7NXT7L		RCS ADULT BB AWARDS	166.19
			1HF6LR399KMK		RCS CFSC OFFICE SUPPLIES	156.41
			1WF9JUN9NYR6Q		RCS EFSP SUPPLIES	264.56
			1XLKP1LM6YMY		RCS TURKEY DISTRIB SUPPLIE S	98.09
					Total :	685.25
188407	11/28/2023	004556 AMERICAN WELDING, RAMIRO PACHECC	15565		PW BANNER POLE BALLS	600.00
			15566		PW BANNER POLE ARMS	600.00
			15569		PW TRASH LIDS/BUS SHELTERS TI	640.00
			15571		PW WELDED HITCH GOLD CART	380.00
			15572		PW FENCE REPAIR EAST SIDE FDF	680.00
					Total :	2,900.00
188408	11/28/2023	000150 ANAYA'S SERVICE CENTER	38835		PW REPAIR/SRVCS VEH PF9	77.66
			38935		PW REPAIR/SRVCS VEH P2201	75.93

Voucher List
CITY OF BELL GARDENS

11/29/2023 1:51:16PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188408	11/28/2023	000150 ANAYA'S SERVICE CENTER	(Continued)			
			38936		PW REPAIR/SRVCS VEH P11/02	75.93
			38984		PW REPAIR/SRVC VEH G2201	75.93
			39089		PW REPAIR/SRVC VEH P186	84.83
			39090		PW REPAIR/SRVC VEH AB174	781.55
			39117		PW REPAIR/SRVC VEH CUI	231.63
			39157		PW REPAIR/SRVC VEH GA1	264.83
					Total :	1,668.29
188409	11/28/2023	010641 ARAMARK	2570218065		RCS AQUATICS SERVICES	90.62
					Total :	90.62
188410	11/28/2023	010676 BARCENA, ARMANDO JESUS	111523		CD REG MTG 11/15/23	100.00
					Total :	100.00
188411	11/28/2023	010112 BOADO, OSCAR L.	111523		CD REG MTG 11/15/23	100.00
					Total :	100.00
188412	11/28/2023	008203 C.A.T. SPECIALTIES, INC	39644		PW STAFF UNIFORMS	596.78
			39680		PW STAFF HATS	542.43
			39730		PW STAFF UNIFORMS	389.89
			39771		PW STAFF UNIFORMS	201.25
					Total :	1,730.35
188413	11/28/2023	008114 CALIFORNIA CLEANING SUPPLIES	56860		PW CUSTODIAL SUPPLIES	501.25
			56861		PW CUSTODIAL SUPPLIES	492.64
			56862		PW LITTER CLEAN UP	727.98
			56863		PW CUSTODIAL SUPPLIE S	826.32
			56870		PW CUSTODIAL SUPPLIES	164.02
			56906		PW CUSTODIAL SUPPLIES	958.39
			56907		PW CUSTODIAL SUPPLIES	528.54
			56909		PW CUSTODIAL SUPPLIES	273.36
					Total :	4,472.50
188414	11/28/2023	010908 CAMPOS FAMILY TRUST, ALFONSO M.	8037 GARFIELDDOCT		RCS RENTAL ASSIST OCT/NOV 202	3,500.00
					Total :	3,500.00
188415	11/28/2023	006792 CARRILLO, MITCHELL	12/14-16TH		PD TRNG LODGING 2 NIGHTS	466.24

Voucher List
CITY OF BELL GARDENS

11/29/2023 1:51:16PM

Bank code : common											
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount					
188415	11/28/2023	006792	006792 CARRILLO, MITCHELL (Continued)								
188416	11/28/2023	000452	CENTRAL BASIN MWD	BGOCT 23	PW MNTHLY WATER SRVC OCT 23	114,481.04					
					Total :	114,481.04					
188417	11/28/2023	001447	CHARTER COMMUNICATIONS	0672896111723	IT PUBLIC WORKS WIFI 11/17-12/16	309.98					
					Total :	309.98					
188418	11/28/2023	001447	CHARTER COMMUNICATIONS	06851530111723	IT CITY HALL WIFI 11/17-12/16	199.98					
					Total :	199.98					
188419	11/28/2023	010903	CHAVEZ, KIMBERLY	1017260002	RCS SHELTER DEP REFUND 11/18	125.00					
					Total :	125.00					
188420	11/28/2023	010026	CHEN, GANG	5902 GOTHAM OCT/	RCS RENTAL ASSIST OCT/NOV 202	2,800.00					
					Total :	2,800.00					
188421	11/28/2023	009158	CINDY'S JUMPERS LLC, EDGAR LOPEZ	67737B	RCS NNO ADTL FEES	467.00					
					Total :	467.00					
188422	11/28/2023	010783	CITY OF WHITTIER	DEC 19TH,2023	GATEWAY CITIES CM&ASSIST HOL	120.00					
					Total :	120.00					
188423	11/28/2023	006425	COMMUNITY VETERINARY HOSPITAL	508385	PD K9 BOARDING	720.00					
					Total :	720.00					
188424	11/28/2023	010898	DB&B PROPERTIES, LLC	6526 CASSANDRA 1	RCS RENTAL ASSIST OCT/NOV 202	3,213.60					
				6528 CASSANDRA N	RCS RENTAL ASSIST NOV 2023	1,716.00					
					Total :	4,929.60					
188425	11/28/2023	000659	DELTA DENTAL OF CALIFORNIA	BE005773982	FA DENTAL INS NOV 2023	16,506.17					
					Total :	16,506.17					
188426	11/28/2023	009442	DIAZ, ANNA	1016708002	RCS SHELTER DEP REFUND 11/18	125.00					
					Total :	125.00					
188427	11/28/2023	008098	DIRECTV, INC.	057628772x231120	RCS GC SRVCS 11/19-12/18	94.99					
					Total :	94.99					

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188428	11/28/2023	010907 DUENAS, GABRIEL	11162023		PD TRNG LUNCH REIM	106.60
					Total :	106.60
188429	11/28/2023	008493 DUNN EDWARDS CORPORATION	2009A19935	05523	PW GRAFFITI PAINT AND SUPPLIE:	232.96
			2009A19938	05523	PW GRAFFITI PAINT AND SUPPLIE:	116.48
					Total :	349.44
188430	11/28/2023	003612 ESPINOSA, EMMA	6526KRESS#A		RCS RENTAL ASSIST OCT/NOV 23	3,200.00
					Total :	3,200.00
188431	11/28/2023	010010 ESPINOSA, HECTOR M.	6551 SCOUT#A		RCS RENTAL ASSIST NOV 2023	1,600.00
					Total :	1,600.00
188432	11/28/2023	010904 EUSTAJUJO, JOSE	UNFORM REIM		PD JAILER ACADEMY UNIFORM RE	122.61
					Total :	122.61
188433	11/28/2023	005206 FIESTA COOPERATIVE INC.	231014	05550	PW MEDICAL TAXI OCT2023	2,500.11
					Total :	2,500.11
188434	11/28/2023	001481 FINANCIAL SERVICES, INC., DE LAGE LAI	81332966		PD COPIER LEASE NOV 2023	341.34
					Total :	341.34
188435	11/28/2023	009665 GARCIA, SELENE	11-07-9TH TRNG RE		PD TRNG REIM 11/7-9TH	88.05
					Total :	88.05
188436	11/28/2023	010897 GOLDEN FORTUNE INVESTMENT,LLC	5947FLORENCE#1/2		RCS RENTAL ASSIST OCT 23	1,089.00
					Total :	1,089.00
188437	11/28/2023	002092 GOLDEN STATE WATER COMPANY	92962400005-11092:		PW 6863 DARWELL AVE.	165.08
					Total :	165.08
188438	11/28/2023	010078 GONZALEZ, JESUS	5825 QUINN#2 OCT		RCS RENTAL ASSISTANCE OCT 20:	600.00
					Total :	600.00
188439	11/28/2023	000938 GRAINGER	888246267		RCS EFSP PANTRY MRE'S	599.36
					Total :	599.36
188440	11/28/2023	009785 GREENTECH LANDSCAPE INC.	57005	05510	PW PUBLIC WORKS CITY WIDE LA	6,775.00

**Voucher List
CITY OF BELL GARDENS**

11/29/2023 1:51:16PM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188440	11/28/2023	009785 GREENTECH LANDSCAPE INC.	(Continued) 57006	05510	PW PUBLIC WORKS CITY WIDE LA	2,750.00
					Total :	9,525.00
188441	11/28/2023	010509 GUNNER CONCRETE	124731		PW CONCRETE 6030 FRY ST	541.41
					Total :	541.41
188442	11/28/2023	010909 HARTSFIELD, MAYRA	6639 EL CORTEZ NC 6639 ELCORTEZ 1/2		RCS RENTAL ASSIST NOV 2023	1,650.00
					RCS RENTAL ASSISTANCE NOV 20:	1,540.00
					Total :	3,190.00
188443	11/28/2023	002701 HINDERLITER DE LLAMAS & ASSOC.	SIN031257 SIN031618	05496 05496	FA AUDIT SERVICES JULY-SEPT 20	1,093.49
					FA AUDIT SERVICES JULY-SEPT20:	1,137.00
					Total :	2,230.49
188444	11/28/2023	001025 HOME DEPOT	009888/9022952 014013/4013444 1628039 3513478		PW BGVP SUPPLIES	60.95
					PW SPECIAL SUPPLIES	112.97
					RCS ESFP EQUIPMENT	274.40
					RCS EFSP SUPPLIE S	787.60
					Total :	1,235.92
188445	11/28/2023	009818 IBE DIGITAL	457517		RCS BGVP 2ND COPIER LEASE 7/1	618.78
					Total :	618.78
188446	11/28/2023	009818 IBE DIGITAL	457577		PD COPIER LEASE 7/15-8/14	465.85
					Total :	465.85
188447	11/28/2023	009818 IBE DIGITAL	461141		PD COPIER LEASE 10/15-11/14	271.34
					Total :	271.34
188448	11/28/2023	010716 IMPACT SCIENCES, INC.	22040	05351	CD GENERAL PLAN	15,053.75
					Total :	15,053.75
188449	11/28/2023	005177 INFRASTRUCTURE ENGINEERS	28784		CDE B&S PLAN CHECK 9/23	9,666.43
					Total :	9,666.43
188450	11/28/2023	001218 LACMTA, REGIONAL TAP SERVICE CTR.	6021294		PW TAP S/D MNTHLY OCT 2023	76.80
					Total :	76.80

Voucher List
CITY OF BELL GARDENS

11/29/2023 1:51:16PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188451	11/28/2023	010900 LAI, TONY	6815 ADAMSON		RCS RENTAL ASSIST OCT/NOV 23	1,035.00
					Total :	1,035.00
188452	11/28/2023	006145 LAN WAN ENTERPRISE, INC.	74662 74663	05462	PD MAINT CONTRACT 11/13-16TH FA TONER FA'S PRINTER	4,800.00 153.00
					Total :	4,953.00
188453	11/28/2023	010002 LARA, FRANCES	6525 CHALET OCT/11		RCS RENTAL ASSIST OCT/NOV 23	3,000.00
					Total :	3,000.00
188454	11/28/2023	010002 LARA, FRANCES	5852 QUINN NOV		RCS RENTAL ASSIST NOV 23	1,200.00
					Total :	1,200.00
188455	11/28/2023	007252 LEAF	15646735		COPIER LEASE ALL DEPTS 12/2023	1,169.94
					Total :	1,169.94
188456	11/28/2023	007252 LEAF	15646734		RCS COPIER LEASE 12/2023	285.08
					Total :	285.08
188457	11/28/2023	008684 LGP EQUIPMENT RENTALS INC	128930		PW BOOM RENTAL FDPK LIGHTS	723.98
					Total :	723.98
188459	11/28/2023	001695 LIBERTY UTILITIES CORP	20000689915 20000684171 200006888636 200006888768 200006889642 200006890269 200006891226 200006892174 200006892323 200006893354 200006893420 200006894386 200006894493 200006894576 200006895458-11132 200006895581		M.GONZALEZ 6313 AJAX AVE. D.ORDONEZ 6533 PRIAM DR M.GONZALEZ 5810 AGRA ST T.VILLALVAZO 5837 AGRA ST E.GUZMAN 6224 AGRA ST A.PEZO 6753 ALVINA ST J.N ANAYA 6646 CHALET DRIVE T.LOPEZ 5900 LANTO ST R.GUTIERREZ 6512 EMIL AVE. T.ZAMORA 6608 FOSTER BRIDGE I.GUTIERREZ 6644 FOSTER BRIDGE C BELTRAN 6440 GAGE AVE. E.RODRIGUEZ 6558 GAGE AVE. L.MENDOZA 6714 GAGE AVE J.PARRA 6720 GRANGER AVE. R.VARGAS 6816 GRANGER AVE	53.96 56.00 70.33 162.40 58.05 119.43 111.25 49.87 47.82 82.60 47.82 68.28 84.65 156.26 74.42 70.33

Voucher List
CITY OF BELL GARDENS

11/29/2023 1:51:16PM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188459	11/28/2023	001695 LIBERTY UTILITIES CORP	(Continued) 200006896274 200006896456 200006897439 200006897637 200006898072-11132 200006898114 200006898312 200006901785 200006902387 200006902510 200006902940 200006903096 200006903377 200006903799 200006933861 200006939678 200006942011 200006957258 200006990580 200007026921 200007082429 200007109081 20006898122		A.RUBIO 6515 HANNON ST C.FANDINO 6616 HANNON ST B A.CASTILLO 5526 LANTO ST D.VERNER 5807 LANTO ST M.RETEGUIN 5928 LANTO ST B.JESALVA 5944 LANTO ST E.TOSCANO 5968 LANTO ST G.VIDRIO 6617 TOLER AVE. J.MAGANA 5539 WATCHER ST A.PATTERSON 5572 WATCHER ST M.RECINOS 5868 WATCHER ST J.M BORRAYO 5940 WATCHER ST S.ALFONSO 6239 WATCHER ST M.MARTINEZ 6730 ALVINA ST #C Y.DAVILA 6559 SUVA ST C. FARIAS 6730 ALVINA ST B K.ORDONEZ 6533 PRIAM DR. J.CASTILLO 6818 HANNON ST A.CORRALES 6563 CHALET DR G.MARISCAL 5934 WATCHER ST T.SOLIZ 5516 WATCHER ST L.ZUNIGA 6661 CHARNER ST R.BARAJAS 5951 LANTO ST	90.79 45.77 90.79 49.87 43.73 72.37 56.00 90.79 58.05 45.77 82.60 123.52 64.19 49.87 70.33 47.82 62.14 98.97 56.00 58.05 80.56 56.00 125.57 2,933.02
188460	11/28/2023	010089 LOST & FOUND PROPERTIES,INC	5629GOTHAM#5		RCS RENTAL ASSIST SEPT/NOV 20	1,121.02
188461	11/28/2023	003249 LUBRANI, SAMANTHA L.	CC23-011		CCL CC MTGS NOV 13,2023	550.00
188462	11/28/2023	010560 MACBANGER MUSIC PUBLISHING	INV0064		RCS HALLOWEEN ADDTL TIME FEI	51.00
188463	11/28/2023	010855 MARTIN MARIETTA MATERIALS, INC	40912643		PW CONCRETE/ASPHALT DUMP FI	285.00
					Total :	1,121.02
					Total :	550.00
					Total :	51.00
					Total :	285.00

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188464	11/28/2023	010896 MARTINEZ, JOSE	6029 LIVEOAK NOV		RCS RENTAL ASSIST NOV 2023	1,540.00
					Total :	1,540.00
188465	11/28/2023	010554 MEDICO HEALTHCARE LINEN SRVCS.	20917765		PD JAIL UNIFORMS/LINEN CLEANIN	56.64
					Total :	56.64
188466	11/28/2023	003123 MENDOZAS LAWNMOWER'S, ROSALINDA	4782 4783		PW TUNE UP LAWNMOWERS PW PARKS SUPPLIES	156.56 49.62
					Total :	206.18
188467	11/28/2023	007590 MIRACLE RECREATION EQUIPMENT	864102	05588	PW PLAYGROUND EQUIPMENT	2,987.12
					Total :	2,987.12
188468	11/28/2023	010877 MORALES, MARIA A.	6636JABONERIA		RCS RENTAL ASSIST NOV 2023	2,300.00
					Total :	2,300.00
188469	11/28/2023	001576 NATIONWIDE ENVIRONMENTAL SRVCS	33630	05474	PW FUEL SURCHARGE OCT	1,515.25
					Total :	1,515.25
188470	11/28/2023	006961 NAVARRO, JESUS R.	11/07-9TH TRNG RE		PD TRNG REIM 11/7-9TH	77.35
					Total :	77.35
188471	11/28/2023	010880 NEVAREZ, LILLIAN	6021MULLER#13		RCS RENTAL ASSIST NOV 2023	1,293.72
					Total :	1,293.72
188472	11/28/2023	010561 NWESTCO,LLC	INV475400		PW DO INSPECTION NOV 2023	395.00
					Total :	395.00
188473	11/28/2023	010464 OKK TRADING, INC.	225924		RCS WINTER WONDERLAND TOYS	945.00
					Total :	945.00
188474	11/28/2023	010092 OLD PROPERTIES, LLC	5847 QUINN NOV		RCS RENTAL ASSIST NOV 2023	2,680.00
					Total :	2,680.00
188475	11/28/2023	004672 OMEGA INDUSTRIAL SUPPLY INC.	153520 153589		PW GRAFFITI REMOVAL/WIPES UT PW CUSTOTIAL SUPPLIES	785.35 822.84
					Total :	1,608.19

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188476	11/28/2023	007608 OREILLY AUTO PARTS	3849312194		PW REPAIR KIT SM170	57.85
			3849313902		PW WIPE FLUID T172 VEH	4.70
					Total :	62.55
188477	11/28/2023	010001 P & P INVESTMENT GROUP	6038FLORENCE 3/4		RCS RENTAL ASSIST OCT/NOV 202	1,850.00
			6038FLORENCE1/4		RCS RENTAL ASSIST OCT/NOV 202	2,100.00
					Total :	3,950.00
188478	11/28/2023	010120 PEREZ, CARLOS Z.	6009 GALLANT#B		RCS RENTAL ASSIST OCT/NOV 23	4,160.00
					Total :	4,160.00
188479	11/28/2023	010022 PEREZ, JOSE R.	6818 AJAX OCT/NOV		RCS RENTAL ASSIST OCT-NOV 202	3,328.00
					Total :	3,328.00
188480	11/28/2023	010885 PINEDA, GLORIA S.	6563CHALET 11/15/2		RCS RENTAL ASSIST OCT/NOV 202	2,600.00
					Total :	2,600.00
188481	11/28/2023	010905 PRECIADO, YESSENIA	25019616		PD DISPATCHER SHIRT REIMS	78.72
					Total :	78.72
188482	11/28/2023	009820 PROSEGUR SERVICES GROUP, INC.	685615		RCS SPRT CTR SEC 11/6-12TH	1,599.92
					Total :	1,599.92
188483	11/28/2023	005907 PUBLIC WORKS, LOS ANGELES COUNTY	PW23110602516		PW INDUSTRIAL WASTE PERMIT	3,160.18
					Total :	3,160.18
188484	11/28/2023	010867 PUEBLA BONITA DOS, LLC.	6002 BUELL OCT/NC		RCS RENTAL ASSIST OCT/NOV 23	3,200.00
					Total :	3,200.00
188485	11/28/2023	001791 QUICK CRETE PRODUCTS CORP	128474		PW LINERS BUS SHELTERS TRASH	895.92
					Total :	895.92
188486	11/28/2023	010878 R. GARZA PROPERTIES, LLC	8334EASTERN		RCS RENTAL ASSIST SEPT/NOV 23	2,870.00
					Total :	2,870.00
188487	11/28/2023	010488 RAPID READY MIX INC.	092823	05589	PW 3000 PSI PEA GRAVEL (CONCR	1,870.00
					Total :	1,870.00

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188488	11/28/2023	001827 RAYVERN LIGHTING SUPPLY CO.INC	696940		PW FACILITIES LIGHT BULBS	881.25
			696990		PW FACILITIES LIGHT BULBS	881.25
					Total :	1,762.50
188489	11/28/2023	000186 READYREFRESH BY NESTLE	13K0032672016		RCS FORD PK OFFICE SUPPLIES	55.11
			13K0032672024		RCS GOLF COURSE SUPPLIES	59.52
			13K0032672032		RCS YTH CNTR SUPPLIES	59.52
			13K0032672057		RCS SENIOR CNTR SUPPLIES	95.90
			13K0032672065		RCS VETERANS PARK SUPPLIE S	59.52
					Total :	329.57
188490	11/28/2023	006494 REEVES CO. INC.	482432		PD NAMEPIN RAISED FLAG EMBLE	61.10
					Total :	61.10
188491	11/28/2023	010614 RESTAURANT, THE ORIGINAL ROSEWOC 37			RCS AFTERSCHOOL PRGM THANK	472.50
					Total :	472.50
188492	11/28/2023	010906 RINCON, NANNETTE			PD JAILER UNIFORM PANTS REIM	74.42
					Total :	74.42
188493	11/28/2023	010278 ROSA, MIGUEL DE LA	111523		CD REG MTG 11/15/23	100.00
					Total :	100.00
188494	11/28/2023	001935 S&S WORLDWIDE	IN101297964		RCS SR CTR ART CLASS SUPPLIE	228.01
					Total :	228.01
188495	11/28/2023	004955 SALCEDA, VICTOR	7826 JABONERIA		RCS RENTAL ASSISTANCE OCT/NC	1,850.00
					Total :	1,850.00
188496	11/28/2023	001950 SAN BERNARDINO SHERIFFS	23754		PD RANGE FEES	368.00
					Total :	368.00
188497	11/28/2023	008861 SHARE CORPORATION	245481		PW JANITORIAL SUPPLIES	998.81
					Total :	998.81
188498	11/28/2023	002063 SMART & FINAL	243355		RCS BGVF ASP FRIENDS GIVING	128.15
			674099		RCS STAR THANKSGIVING SOCIAL	199.16
			927533		RCS NYC FRIENDS GIVING	9.07

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188498	11/28/2023	002063 SMART & FINAL	(Continued)			
188499	11/28/2023	000913 SMITH PAINT	911779		PW PAINT SUPPLIES FACILITIES	336.38
			911821		PW PAINT SUPPLIE FACILITES	885.08
			911823		PW PAINT SUPPLIES FACILITIES	1,074.68
			912166		PW PAINT SUPPLIE S	15.30
			912756		PW PAINT SUPPLIES PD	14.58
			913850		PW PAINT SUPPLIES SENIOR CNTI	179.97
					Total :	466.74
						2,636.35
188500	11/28/2023	002087 SOUTHERN CALIFORNIA EDISON	700143043419-11162		PW VARIOUS LOCATIONS	16,557.89
			700436447302-11172		PW 6208 LOVELAND ST	113.58
					Total :	16,671.47
188501	11/28/2023	002854 STAPLES ADVANTAGE	3551051241		RCS KREATIVE KIDS SUPPLIE S	201.50
			3551051244		RCS KREATIVE KIDS SUPPLIES	37.68
			3551051246		RCS KREATIVE KIDS SUPPLIES	27.66
			3551051249		RCS OFFICE SUPPLIES	67.94
			3551051252		RCS OFFICE SUPPLIES	341.76
			3551051254		RCS HALLOWEEN EXPENSES	89.00
			3551051256		RCS OFFICE SUPPLIES	171.95
			3551051258		RCS OFFICE SUPPLIES	58.11
			3551051261		RCS TRAINING	43.36
			3551051262		RCS NYC OFFICE SUPPLIES	374.06
			3551051263		CM OFFICE SUPPLIES	52.56
			3551051264		RCS OFFICE SUPPLIES	81.59
			3551051265		RCS OFFICE SUPPLIES	405.05
			3551051266		RCS OFFICE SUPPLIES	68.33
					Total :	2,020.54
188502	11/28/2023	007554 STEAMX,LLC, MIKE J. MANCE	67281		PW REPAIR SPRAYER UTIL CREW	801.78
					Total :	801.78
188503	11/28/2023	010710 SUNSET STUDIO CLEANERS CORP.	1867		RCS CLARA ST CTR LINEN SRVC	100.00
			1868		RCS SR CTR LINEN SRVC	132.00
					Total :	232.00
188504	11/28/2023	002169 SUPER A FOODS	2548		RCS ASP FRIENDS GIVING	151.28
			4424	05586	RCS EFSP GRANT EXPENDITURES	764.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188504	11/28/2023	002169 SUPERA FOODS	(Continued) 5901	05586	RCS EFSP GRANT EXPENDITURES	329.72
			6325-111523		RCS SUPPLIES ASP BASKETBALL	31.85
			7835		RCS NYC SUPPLIES FRIENDS GIVI	122.98
			7836		RCS NYC EVENT SUPPLIES 11/16	56.51
					Total:	1,457.26
188505	11/28/2023	009230 TERRA REALTY ADVISORS, INC	202301397	05022	CD CONSUL SRVCS 12/22	481.26
					Total:	481.26
188506	11/28/2023	000842 THE FLAG SHOP	209741		PW FLAGS CITY HALL	364.88
			20975		PW FLAGS PUBLIC WORKS	889.72
					Total:	1,254.60
188507	11/28/2023	010886 THOMPSON, PETER	7741 RAMISH NOV		RCS RENTAL ASSIST NOV 2023	1,900.00
					Total:	1,900.00
188508	11/28/2023	009744 USA & RAFAEL CLEANERS, RAFAEL RODI 11529			RCS DEPART DRY CLEANING	232.00
					Total:	232.00
188509	11/28/2023	010094 VERA, CONSUELO	5726FOSTORIA		RCS RENTAL ASSIST OCT/NOV 202	3,000.00
					Total:	3,000.00
188510	11/28/2023	006130 VERIZON WIRELESS	9948432882		PD WIRELESS PHONES SRVCS 10/	2,838.33
					Total:	2,838.33
188511	11/28/2023	006130 VERIZON WIRELESS	9949664714		CM/RCS DATA COMMUNICATIONS	411.34
					Total:	411.34
188512	11/28/2023	002416 WHITE CAP, L.P.	50024514922		PW SANDBAGS FOR RESIDENTS	181.93
					Total:	181.93
188513	11/28/2023	009492 XPRESS WASH INC	17712	05467	PD CAR WASH SERVICE OCT2023	2,478.00
					Total:	2,478.00
114 Vouchers for bank code : common						319,970.71
114 Vouchers in this report						319,970.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1879-WIRE	11/30/2023	003359 BANK OF THE WEST	Ben596316		FEDERAL INCOME TAX: PAYMENT	80,462.90
					Total :	80,462.90
1880-WIRE	11/30/2023	003358 BANK OF THE WEST	Ben596320		STATE INCOME TAX: PAYMENT	24,325.67
					Total :	24,325.67
1881-WIRE	11/30/2023	001725 CALPERS	Ben596318		P/R 11/28/23	135,528.96
					Total :	135,528.96
188515	12/5/2023	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben596312		PARS: PAYMENT	5,413.24
					Total :	5,413.24
188516	12/5/2023	000098 ALIN PARTY SUPPLY	554703		RCS END OF SESSION PARTY	194.08
					Total :	194.08
188517	12/5/2023	010910 ALMAGUER, OSCAR	10		CC MAYRO REORG ENTERTAINMN	700.00
					Total :	700.00
188518	12/5/2023	010749 ALVARADO, CINDY	2023.11.16		RCS COMMISSION NOVEMBER	100.00
					Total :	100.00
188519	12/5/2023	010833 AMAZON CAPITAL SERVICES, INC.	1FTPL6MYTPT3 1N46THWDVDVC 1VTRVRQ634JP 1XTQVCIT6GVR		RCS CREATIVE KIDS CLASS SUPPI RCS CREATIVE KIDS CLASS SUPPI RCS OFFICE SUPPLIES RCS EVENT EQUIPMENT	395.26 55.11 319.71 579.92
					Total :	1,350.00
188520	12/5/2023	004556 AMERICAN WELDING, RAMIRO PACHECC	15564 15567 15574 15575		PW BALL FOR BANNER POLE ARM PW BANNER POLE ARMS PW FENCE REPAIR FDPK PW FENCE REPAIR GC	600.00 520.00 995.00 995.00
					Total :	3,110.00
188521	12/5/2023	000148 AMTECH ELEVATOR SERVICES	151401384670		PW MAINT SRVC FROM DEC 2023	228.33
					Total :	228.33
188522	12/5/2023	000150 ANAYA'S SERVICE CENTER	39181		PD UNIT 259 REPL FRONT/BACK BI	796.70

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188522	12/5/2023	000150 ANAYA'S SERVICE CENTER	(Continued)			
			39182		PD UNIT220 OIL CHANGE WEATHE	237.89
			39183		PD UNIT 255 ENGINE PERFORM CH	120.00
			39184		PD UNIT 275 REPL WINDOW SWITC	170.95
			39185		PD UNIT 260 OIL CHANGE	57.00
			39198		PD UNIT 254 OIL CHANGE,BRAKE I	138.79
					Total :	1,521.33
188523	12/5/2023	010641 ARAMARK	2570220075		RCS AQUATICS SERVICES	90.62
					Total :	90.62
188524	12/5/2023	008203 C.A.T. SPECIALTIES, INC	39681		PW STAFF UNIFORMS	175.30
					Total :	175.30
188525	12/5/2023	010881 CABRERA, KATELYN	202311.16		RCS COMMISSION NOV	100.00
					Total :	100.00
188526	12/5/2023	010879 CALDWELL, SARA C.	6816GRANGER		RCS RENTAL ASSIST OCT/NOV 202	2,800.00
					Total :	2,800.00
188527	12/5/2023	010912 CARRASCO, MARIO H.	5807 GAGE		RCS RENTAL ASSIST OCT/NOV 202	3,328.00
					Total :	3,328.00
188528	12/5/2023	006792 CARRILLO, MITCHELL	112123		PD TRNG EXPENSES	113.06
					Total :	113.06
188529	12/5/2023	006792 CARRILLO, MITCHELL	11/7-8TH		PD TRNG EXPENSES 11/7-8TH	89.97
					Total :	89.97
188530	12/5/2023	010030 CHANG, JOSEPH	6748 GAGE		RCS RENTAL ASSIST NOV 2023	2,467.92
					Total :	2,467.92
188531	12/5/2023	001447 CHARTER COMMUNICATIONS	350611623		CABLE SRVC CH NOV2023 ~	121.03
					Total :	121.03
188532	12/5/2023	009804 CO., THE CHRISTMAS LIGHT GUY	1229	05595	RCS CITY HALL CHRISTMAS DECO	3,275.00
			1286	05596	RCS TREE LIGHTING CEREMONY	5,800.00
					Total :	9,075.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188533	12/5/2023	005979 COUNTY OF LOS ANGELES	IN1301809 IN1301810 IN1301811 IN1301812 IN1301826 IN1303452		PW 6863 DARWELL PARK PW 5979 GALLANT GALLANT PARK PW 6640 MARLOW PARK PW 6662 LOVELAND ST BGVP PW 800 SCOUT AVE. FDPK PW 7110 GARFIELD LIBRARY Total :	37.00 37.00 37.00 111.00 111.00 74.00 407.00
188534	12/5/2023	000573 CPS HR CONSULTING	TRINV003359		ENTRY LEVEL LAW ENFORCEMNT Total :	511.75 511.75
188535	12/5/2023	007652 DISCOUNT SCHOOL SUPPLY	P42493800101 P42568560101		RCS CREATIVE KIDS EVENT SUPPI RCS CREATIVE KIDS SUPPLIES Total :	389.14 339.31 728.45
188536	12/5/2023	000713 DOWNEY VENDORS	19931		CD COFFEE SUPPLIES Total :	81.70 81.70
188537	12/5/2023	008493 DUNN EDWARDS CORPORATION	2009A19964	05523	PW GRAFFITI PAINT AND SUPPLIE Total :	582.40 582.40
188538	12/5/2023	010613 DURON, ISABEL C.	202311.16		RCS COMMISSION NOVEMBER 202 Total :	100.00 100.00
188539	12/5/2023	010447 FAIRYTALES & HEROES ENTMT., ANASTA	23634 23635		RCS HOLIDAY PARADE RCS WINTER WONDERLAND Total :	400.00 1,880.00 2,280.00
188540	12/5/2023	000815 FEDEX	832832060		FA DELIVERY EXPENSES Total :	40.90 40.90
188541	12/5/2023	006112 GALLS LLC	026161079 026180337 026229048 026229149 026229150		PD UNIFORM EXPLORER B.JIMENE PD UNIFORM A.QUIROZ PD UNIFORM FOR JAILER K. ASTUJ PD UNIFORM DISPATCHER Y.PREC PD UNIFORM DISPATCHER Y.PREC Total :	54.80 8.57 16.54 31.93 27.53 139.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188542	12/5/2023	010293 GARCIA, FRANK	58296		PD REIM DEPT THANKSGIVING PD	484.88
					Total :	484.88
188543	12/5/2023	002092 GOLDEN STATE WATER COMPANY	14489565193-111723		PW 8114 PARK LN SOCCER FIELD	169.81
			40584200006-111723		PW 8323 GARFIELD AVE.	84.89
			47710200008-111423		PW 6546 EASTERN	73.87
			50552100005-111623		PW 5978 GALLANT ST. IRRIG	230.45
			57710200007-111423		PW 6547 EASTERN	80.38
			58731400006-111523		PW 7901 EASTERN MEDIAN IRRIG	171.80
			65551868949-111723		PW 7800 SCOUT IRRIG	1,552.51
			84655100000-111523		PW 5619 CLARA ST IRRIG	231.98
					Total :	2,595.69
188544	12/5/2023	010078 GONZALEZ, JESUS	5825 QUINN#8		RCS RENTAL ASSIST OCT/NOV 202	1,600.00
					Total :	1,600.00
188545	12/5/2023	008072 HF & H CONSULTANTS, LLC	9720713	05535	PW RESIDENTIAL WASTE CONSUL	7,114.25
					Total :	7,114.25
188546	12/5/2023	001025 HOME DEPOT	008660/0073114		PW UTILITY CREW SUPPLIES	253.68
			008834/0080381		PW UTILITY CREW SUPPLIES	124.44
			009019/9542469		PW UTILITY CREW SUPPLIES	108.90
			009593/9535751		PW UTILITY CREW SUPPLIES	94.20
			013939/5013389		PW PARK SUPPLIES	70.27
			014465/4281721		PW PARK SUPPLIES	75.88
			4824926		RCS NYC ASP STORAGE BAGS	38.48
			5904795		RCS NYC ASP TREE	174.90
			8514151		RCS SR CTR XMAS DECORATIONS	459.21
			OAC-000000018		RCS CREDIT	-245.94
					Total :	1,154.02
188547	12/5/2023	010716 IMPACT SCIENCES, INC.	22104	05351	CD GEN PLAN USTANABILITY/ENVIF	3,452.50
					Total :	3,452.50
188548	12/5/2023	009579 J THAYER COMPANY LLC	16696360		FA OFFICE SUPPLIES	158.93
					Total :	158.93
188549	12/5/2023	010751 JIMENEZ, CECILIA D.	202311.16		RCS COMMISSION MTG NOV 2023	100.00

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188549	12/5/2023	010751 JIMENEZ, CECILIA D.	(Continued)			
188550	12/5/2023	009008 KAY PARK-REC CORP	200490	05584	PW DRINKING FOUNTAINS SINGLE	100.00
					Total :	5,910.25
188551	12/5/2023	010914 LARIOS, PANFILO	5648MULLER		RCS RENTAL ASSISTANCE	2,700.00
					Total :	2,700.00
188552	12/5/2023	008684 LGP EQUIPMENT RENTALS INC	129069		PW CONCRETE TRAILER 6342 GO	982.71
					Total :	982.71
188553	12/5/2023	001293 LIEBERT CASSIDY WHITMORE	253340		PROF SRVCS RENDERED THRU 1C	758.00
			254759		PROF SRVCS RENDERED THRU 1C	2,039.50
			254765		PROFESSIONAL SRVCS THRU 10/3	5,809.50
			254766		PROF SRVCS RENDERED THRU 1C	1,000.50
					Total :	9,607.50
188554	12/5/2023	001318 LOOMIS	13361640		FAARMORED SRVC DEC 2023	239.06
					Total :	239.06
188555	12/5/2023	003249 LUBRANI, SAMANTHA L.	CD23008		CD PLANNING COMM MTG 11/18	225.00
					Total :	225.00
188556	12/5/2023	008458 MARIANO'S AUTO BODY, MARIANO A. TEL 001			PD UNIT 274 REP/REPL GAS DOOR	600.00
					Total :	600.00
188557	12/5/2023	010855 MARTIN MARIETTA MATERIALS, INC	40976092		PW CONCRETE/ASPHALT DUMP FI	285.00
					Total :	285.00
188558	12/5/2023	008796 MONROY, MONICA LISBETH	00021		RCS OCT/BALLET FOLKLORICO	230.00
					Total :	230.00
188559	12/5/2023	010911 MORENO, MARIA P.	6519 ADAMSON		RCS RENTAL ASSIST OCT/NOV 202	2,200.00
					Total :	2,200.00
188560	12/5/2023	001562 NATIONAL CONSTRUCTION RENTALS	7216714		PD STRINGER POLE AA/9-12/6	42.45
					Total :	42.45
188561	12/5/2023	007608 OREILLY AUTO PARTS	3849314084		PW AUTO PARTS P186 VEHICLE	9.91

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188561	12/5/2023	007608 OREILLY AUTO PARTS	(Continued) 3849314228		PW CAR WASH TROLLEY SHELTEF	21.47
					Total :	31.38
188562	12/5/2023	000453 PARK WATER, LIBERTY PARK UTILITIES	1800000012	05475	PW OPERATION & MAINT OCT 2023	38,837.48
					Total :	38,837.48
188563	12/5/2023	000494 PETTY CASH, CITY OF BELL GARDENS	PETTYCASH PD SEF		PD REIM SEPT-NOV2023	451.19
					Total :	451.19
188564	12/5/2023	007759 PLS, ARTURO H ADORNO,	025		RCS TREE LIGHTING CEREMONY	300.00
					Total :	300.00
188565	12/5/2023	009820 PROSEGUR SERVICES GROUP, INC.	686013		RCS SPRTS CTR SEC 11/13-19TH	2,671.42
					Total :	2,671.42
188566	12/5/2023	004815 PUMP MAN	801777	05593	PW PREV MAINT PD&CH	2,450.00
					Total :	2,450.00
188567	12/5/2023	004661 QUILL CORPORATION	35582333		PD OFC SUPPLIES JAIL	253.58
			35584575		PD OFC SUPPLIES JAIL TONER	237.04
			35587228		PD OFC SUPPLIES JAIL SUPPLIES	0.20
			35587403		PD OFC SUPPLIES DEPT SUPPLIES	172.65
			35587694		PD OFC SUPPLIES JAIL	0.20
			35588028		PD OFC SUPPLIES JAIL TONER	174.51
					Total :	838.18
188568	12/5/2023	006730 QUIROZ, VANESSA	030318		CCL OFFICE SUPPLIES REIM	216.52
					Total :	216.52
188569	12/5/2023	000186 READYREFRESH BY NESTLE	13K0032331100		PW WATER FILTERING SRVC 10/11	97.79
					Total :	97.79
188570	12/5/2023	002884 RESERVE ACCOUNT	10889251-NOV2023		POSTAGE ALL DEPTS NOV2023	3,114.60
					Total :	3,114.60
188571	12/5/2023	004643 RESOURCE BUILDING MATERIALS	3707250		PW SAND FOR SANDBAGS PWS	523.38
					Total :	523.38

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188572	12/5/2023	010288 RJM DESIGN GROUP, INC.	36080	05499	RCS FORD PARK AQUATIC CENTEF	667.00
					Total:	667.00
188573	12/5/2023	005465 RPW SERVICES INC.	37182		PW INSPEC/TREAT GOPHERS GC I	462.00
					Total:	462.00
188574	12/5/2023	008078 SANCHEZ AWARDS, VICTOR J SANCHEZ	2340		COUNCIL AWARDS	167.58
					Total:	167.58
188575	12/5/2023	010622 SELECT EQUIPMENT SALES, INC.	110004162	05180	PW HYUNDAI FORKLIFT	37,237.49
					Total:	37,237.49
188576	12/5/2023	007642 SKYLINE SAFETY & SUPPLY, PATRICIA SC	7981	05545	PW JUSTRITE 110 GALLON 2 DOOF	4,002.60
					Total:	4,002.60
188577	12/5/2023	002063 SMART & FINAL	090888		RCS SR CTR CONGREGATE MEALS	163.22
			152000		RCS SR CTR THANKSGIVING 11/15	28.74
			526255		RCS STAR THANKSGIVING 11/17	36.08
			782966		RCS SR CTR NOV SUPPLIES	105.87
					Total:	333.91
188578	12/5/2023	002105 SPARKLETTS	21430322-093023		FA WATER SRVCS 11/9&11/16	83.90
			9232598112523		CD WATER SRVC 11/23	42.95
					Total:	126.85
188579	12/5/2023	000594 STATE DISBURSEMENT UNIT	Ben596314		GARNISHMENT: PAYMENT	326.76
					Total:	326.76
188580	12/5/2023	010710 SUNSET STUDIO CLEANERS CORP.	1602		RCS STAR PRGM LINENS 11/17	118.00
			1872		RCS CFSC PRGM LINENS	140.00
			1873		RCS DDLM 10/31 LINENS	206.00
					Total:	464.00
188581	12/5/2023	002169 SUPER A FOODS	05586	05586	RCS FOOD PANTRY ITEMS	807.06
			3041		RCS SR CTR KARAOKE 11/17 SUPP	66.03
			6690	05586	RCS - FOOD PANTRY ITEMS	789.29
			8154		RCS NYC FRIENDSGIVING ESSENT	86.82
					Total:	1,749.20

Voucher List
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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188582	12/5/2023	002178 SWRCB ACCOUNTING OFFICE	SW0269519		PW ANNUAL PERMIT FEE 7/23-6/24	17,666.00
					Total :	17,666.00
188583	12/5/2023	010873 THE DOT PRINTER, INC.	346147		RCS VET DAY PRGM 11/11	131.99
					Total :	131.99
188584	12/5/2023	002231 TIME CLOCK SALES & SERVICE	F1519141		PW SRVC/REPAIRS TIME CLOCKS	286.40
					Total :	286.40
188585	12/5/2023	002262 TRIANGLE SPORTS, INC	42228	05597	RCS SMALL FRY BASKETBALL JER	1,905.30
			42248		RCS ADULT BASKETBALL AWARDS	120.45
					Total :	2,025.75
188586	12/5/2023	000742 TYLER TECHNOLOGIES, INC.	045445546	05598	FA EDEN GL/AP SUPPORT FY23-24	42,655.10
					Total :	42,655.10
188587	12/5/2023	005879 UNITED SITE SERVICES	INV3992970		RCS PROTABLE RESTROOMS 11/2.	159.10
					Total :	159.10
188588	12/5/2023	009744 USA & RAFAEL CLEANERS, RAFAEL RODI 4246			RCS VET DAY CEREMONY LINENS	112.00
					Total :	112.00
188589	12/5/2023	010481 VICENCIO, EDGAR	0047		RCS HIP HOP INSTRUCTOR NOV 2.	720.00
					Total :	720.00
188590	12/5/2023	010913 VICTORIA, TERESA	7931 EASTERN		RCS RENTAL ASSIST OCT/NOV 202	4,000.00
					Total :	4,000.00
188591	12/5/2023	010811 VITAL RECORDS CONTROL	3565191		PD ONSITE SHREDDING SRVC MA'	134.29
			3754872LAX		PD ONSITE SHREDDING SRVC AUC	124.16
					Total :	258.45
188592	12/5/2023	002432 WILLDAN	713951	05556	PW NEPA COMPLIENCE DOCUMEN	693.00
					Total :	693.00
188593	12/5/2023	003514 ZEP SALES & SERVICE	9009181814		PW CUSTODIAL SUPPLIES	733.44
					Total :	733.44
82 Vouchers for bank code : common					Bank total :	480,359.78

Voucher List
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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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TRANSFER	11/30/2023	BANK OF THE WEST	P/R		NET PAYROLL	530,665.84
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82 Vouchers in this report

Total vouchers : 1,011,025.62

Voucher List
CITY OF BELL GARDENS

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188594	12/12/2023	009778 A SPECIAL EVENT, JUDY Z. BRADT	12/23		RCS TREE LIGHTING	192.94
Total :						192.94
188595	12/12/2023	000046 ACCURATE SECURITY, JOHN COSBY	21267		PW PANIC BARS ROSS AUDITORIUM	692.71
			21273		PW PADLOCKS/KEYS FOR FACILIT	434.27
			21275		PW-PADLOCKS /KEYS FACILITIES	434.27
			21332		PW KEYS FOR FACILITIES	49.61
			21334		PW KEYS DOORS PINS AT FDPK	163.17
			21337		PW REPAIR TRIM DR AT NYC	452.51
Total :						2,226.54
188596	12/12/2023	008481 ALTA LANGUAGE SERVICES INC	IS687069		BILINGUAL WRITING TEST 2X	242.00
Total :						242.00
188597	12/12/2023	004556 AMERICAN WELDING, RAMIRO PACHECC	15576		PW REPAIR FENCE SP COMPLEX	995.00
Total :						995.00
188598	12/12/2023	000148 AMTECH ELEVATOR SERVICES	151401384234		PD ELEVATOR MAINT DEC23	235.88
Total :						235.88
188599	12/12/2023	010641 ARAMARK	2570222072		RCS AQUATICS SRVCS	90.62
			2570224063		RCS AQUATICS SRVCS	90.62
Total :						181.24
188601	12/12/2023	004626 BANKCARD CENTER	0206-112823		CM EXPENSES NOV2023	573.17
			0754-112823		CD EXPENSES NOV2023	483.44
			0946-112823		RCS EXPENSES NOV 2023	4,913.64
			3416- HR EXP NOV2		HR OFFICE SUPPLIES	548.36
			4936-112823		PW EXPENSES NOV2023	3,520.15
			5081-112823		CCL EXPENSES NOV2023	193.23
			5470-112823		CM EXPENSES NOV 2023	2,604.63
			5946-112823		FA EXPENSES NOV2023	131.83
			6535-112823		CC EXPENSES NOV2023	769.20
			7243-112823		PD EXPENSES NOV2023	1,194.48
			7899-112823		CM EXPENSES NOV2023	1,950.00
			8770-112823		RCS EXPENSES NOV 2023	1,742.16
			9117-112823		RCS EXPENSES NOV 2023	379.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188601	12/12/2023	004626 BANKCARD CENTER	(Continued) 9532-112823		PD EXPENSES NOV2023	2,230.22 21,233.94
188602	12/12/2023	006666 BEITH, TORBEN	20231130	05460	PD ADMIN SUPP SRVCS NOV23	2,571.25 2,571.25
188603	12/12/2023	009389 BRIGHTVIEW GOLF MAINTENANCE	871436	05564	RCS GC MAINTENANCE OCT-JUNE	13,250.00 13,250.00
188604	12/12/2023	010044 CASAS, JOEL	6461DARWELL NOV		RCS RENTAL ASSIST NOV 23	1,375.00 1,375.00
188605	12/12/2023	001447 CHARTER COMMUNICATIONS	0712882112823		IT VETERANS PK WIFI 11/28-12/27	1,099.00 1,099.00
188606	12/12/2023	009266 CHARTER COMMUNICATIONS	12724130120123		VOIP SRVCS CH 12/2023 12724130	1,150.00 1,150.00
188607	12/12/2023	000598 CPOA	403030		PD DEPT MEMBERSHP 1/24-12/31/2	1,150.00 1,150.00
188608	12/12/2023	010286 CWE	23511		PW FDPK CISTERN PROJ DESIGN	16,598.96 16,598.96
188609	12/12/2023	004588 DAILY JOURNAL CORPORATION	b3759070		PW- NOTICE INVITING BID FDPK N	4,250.00 4,250.00
188610	12/12/2023	004807 DAPEER,ROSENBLIT & LITVAK	22172 22173		CD LEGAL MUNICODE 10/2023 PD LEGAL 10/2023	5,511.69 2,016.68 7,528.37
188611	12/12/2023	008668 DIAMOND CLEANING SERVICES, DORA G	bg2341 BG2342 BG2343 BG2344 BG2345 CHBG1123		PD OFC DETAIL CLEANING PD OFC DETAIL CLEANING OPD OFC DETAIL CLEANING PD OFC DETAIL CLEANING PD OFC DETAIL CLEANING FA CLEANING SRVCS NOV 2023	450.00 200.00 200.00 200.00 200.00 75.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188611	12/12/2023	008668	008668 DIAMOND CLEANING SERVI (Continued)			
188612	12/12/2023	010916	DIAZ, SALVADOR	6908 EL SELINDA	RCS RENTAL ASSIST OCT/NOV 23	1,325.00
					Total :	4,200.00
188613	12/12/2023	010331	DIMEX PROFESSIONAL, ISRAEL HERNAN	1258	RCS FP JANITORIAL SRVCS NOV	200.00
				1259	RCS SPRT CTR JANITORIAL NOV	525.00
				1260	RCS SR CTR JANITORIAL NOV	170.00
				1261	RCS CFSC JANITORIAL NOV	360.00
				1262	RCS GC JANITORIAL NOV	170.00
				1263	RCS NYC JANITORIAL NOV	170.00
					Total :	1,595.00
188614	12/12/2023	007652	DISCOUNT SCHOOL SUPPLY	P42569620101	RCS FP AFTER SCHOOL PRGM	463.76
					Total :	463.76
188615	12/12/2023	008258	ECOFERT, INC	5799	RCS FIELD FERTIGATION NOV	724.00
					Total :	724.00
188616	12/12/2023	008881	EVENAS DESIGN	4977	STAFF BUS CARDS HR/CD	148.50
					Total :	148.50
188617	12/12/2023	010915	EXACT SPORTS, C/O EMILY MORPHITIS	1017785002	RCS DEP REFUND	800.00
					Total :	800.00
188618	12/12/2023	000815	FEDEX	833412415	CD DELIVERY EXPENSES	147.38
					Total :	147.38
188619	12/12/2023	009084	FRONTIER COMMUNICATIONS	0224225-120123	IT CH/PD INTERNET DEC23	1,190.00
					Total :	1,190.00
188620	12/12/2023	009084	FRONTIER COMMUNICATIONS	0514155-120423	PD UPGRADE FRAME RELAY 12/4-	1,113.00
					Total :	1,113.00
188621	12/12/2023	002092	GOLDEN STATE WATER COMPANY	06542100000-112023	PW 6640 MARLOW	433.93
				22744100003-112223	PW 8327 GARFIELD AVE	316.69
				32916100004-111723	PW 8000 SCOUT IRRIG	11,979.79
				52151200004-112123	PW 5856 LUDELL ST 1 OF 2	297.13
				56810300006-112123	PW 8341 EASTERN IRRIG	191.33

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188621	12/12/2023	002092 GOLDEN STATE WATER COMPANY	(Continued) 56943418386-112023 76132100009-111723 80824200002-112123		PW 6626 MARLOW PW 5856 LUDELL ST PW 8321 JABONERIA RD	50.10 28.16 634.54 Total : 13,931.67
188622	12/12/2023	009785 GREENTECH LANDSCAPE INC.	57247		RCS ADDLT MOW AT VP NOV	600.00 Total : 600.00
188623	12/12/2023	001025 HOME DEPOT	018517/0540739 020784/8081211 021580/7014063 028774/0264518 029020/9070736 029911/9024301 9070784		PW FACILITIES SUPPLIES PW SM TOOLS PW FDPK SUPPLIES PW FACILITIES SUPPLIE S PW SMALL TOOLS PW FACILITY SUPPLIES RCS TRE LIGHTING	80.65 107.09 63.60 593.10 142.73 427.50 144.63 Total : 1,559.30
188624	12/12/2023	009818 IBE DIGITAL	461690 461691 461692 461693 461694 461695 461696 461697 461698		FA COPIER LEASE 11/6-12/5 CD COPIER LEASE 11/6-12/5 CCL COPIER LEASE 11/6-12/5 PD DISPATCH COPIER LEASE 11/6-12/5 PD BASEMNT BRIEFING COPIER 11/6-12/5 RCS SENIOR CTR COPIER 11/6-12/5 RCS NYC COPIER LEASE 11/6-12/5 RCS BGVP COPIER LEASE 11/6-12/5 RCS FORD COPIER LEASE 11/6-12/5	116.24 281.67 25.83 59.68 37.83 8.72 3.52 39.82 156.14 Total : 729.45
188625	12/12/2023	010538 J. GALT, INC.	1220		PW 25LB POND CLEAR FDPK PONI	573.74 Total : 573.74
188626	12/12/2023	008730 JHM SUPPLY	92234/3 92238/3 92239/3		PW IRRIG SUPPLIES FDPK PW IRRIG SUPPLIES BGVP PW IRRIG SUPPLIES SM PARKS	115.80 436.09 826.70 Total : 1,378.59
188627	12/12/2023	010917 JIMENEZ, JOSEPH C.	12.6.23		RCS SR CTR PICTURE DAY 12/6	750.00

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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188627	12/12/2023	010917 JIMENEZ, JOSEPH C.	(Continued)			750.00
188628	12/12/2023	010284 JOHN L. HUNTER & ASSOC., INC.	BG1FPP12310		PW PROJ MNGMNT FDPK CISTERN	36,180.00
					Total :	36,180.00
188629	12/12/2023	007675 JULIO MACIAS, JULIO'S JUMPERS	120823		RCS TOY DISTRIB 12/9	390.00
					Total :	390.00
188630	12/12/2023	005455 LA COUNTY SHERIFF'S DEPT	241075BL		PD PRISONER MAINT MEALS OCT2	186.90
					Total :	186.90
188631	12/12/2023	010498 LACHER, DONALD CHISTOPHER	BG2023015	05562	PD PD APPLI BACKGRND INVESTIC	1,150.00
			BG2023016		PD BACKGRND INVESTIGATION	500.00
					Total :	1,650.00
188632	12/12/2023	006145 LAN WAN ENTERPRISE, INC.	74561		PD COMPUTER/PH CABLE INSTALL	760.00
			74614		PD NETWORK INFRASTR WARRANT	3,606.00
			74665	05462	PD I.T. AGREEMNT SRVCE 11/20-22	3,600.00
					Total :	7,966.00
188633	12/12/2023	007502 LAW FIRE PROTECTION	28M870381		PW FIRE EXTING CERTIF CITY WIL	961.99
			28M876653		PW FIRE EXTINGUISHER CITY WID	977.30
			28M876654		PW FIRE EXTINGUISHERS CITYWII	996.44
			28M876655		PW FIRE EXTINGUISHERS	855.30
					Total :	3,791.03
188634	12/12/2023	008684 LGP EQUIPMENT RENTALS INC	129021		PW FORK LIFT RENTAL BGVP	608.30
			129105		PW SKIP LOADER RENTAL ST CR	409.98
					Total :	1,018.28
188635	12/12/2023	010545 LINGO	33684259		PD POTS LINES 12/3-1/2	393.24
					Total :	393.24
188636	12/12/2023	010554 MEDICO HEALTHCARE LINEN SRVCS.	20925767		PD JAIL UNIFORMS/LINEN CLEANIIP	56.64
					Total :	56.64
188637	12/12/2023	003123 MENDOZAS LAWNMOWER'S, ROSALINDA	4781		PW EQUIP MAINT PARKS	66.15
					Total :	66.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188638	12/12/2023	001491 MOBILE MINI INC.	9019436098		PD CONTRACT SRVCS 11/16-12/13	78.28
			9019486100		PD CONTRACT SRVCS 11/22-12/19	187.20
					Total :	265.48
188639	12/12/2023	010575 NATIONAL TACTICAL SECURITY	NTS/CBG14		RCS WINTER WONDERLAND	300.00
					Total :	300.00
188640	12/12/2023	007608 OREILLY AUTO PARTS	3849315226		PW SM TOOLS PARKS	71.61
			3849315357		PW SMALL TOOLS PARKS	11.01
					Total :	82.62
188641	12/12/2023	008854 PARTY PRONTO INC.	042813		RCS WINTER WONDERLAND	878.00
					Total :	878.00
188642	12/12/2023	006657 PRIMETIME ENTERTAINMENT, C/O FERN	1017182002		RCS DEP REFUND	3,000.00
					Total :	3,000.00
188643	12/12/2023	009820 PROSEGUR SERVICES GROUP, INC.	686353		RCS SPRT CTR SEC 11/20-26TH	1,971.40
					Total :	1,971.40
188644	12/12/2023	004661 QUILL CORPORATION	35684207		PD OFFICE SUPPLIES DEPT	193.60
			35784710		PD OFC SUPPLIES DEPT	264.28
			35788999		PD OFC SUPPLIES RECORDS	17.83
			35802815		PD OFC SUPPLIES RECORDS	7.50
			35806234		PD OFC SUPPLIES RECORDS	193.12
			35806279		PD OFC SUPPLIES RECORDS	148.40
			35807956		PD OFC SUPPLIES RECORDS	153.56
					Total :	978.29
188645	12/12/2023	010921 QUINTERO, LISSETTE	5871GAGE		RCS RENTAL ASSIST OCT&NOV23	1,400.00
					Total :	1,400.00
188646	12/12/2023	000186 READYREFRESH BY NESTLE	0310033108135		PD WATER SRVC 8/11-9/10	75.11
			0310033108044		PD WATER SRVC 9/11-10/10	55.11
			03J0033108044		PD WATER SRVC 9/11-10/10	35.11
			03J0033108135		PD WATER SRVC 9/11-10/10	55.11
			03K003310804		PD WATER SRVC 10/11-11/10	75.11
			03K0033108135		PD WATER SRVC 10/11-11/10/23	75.11

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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188646	12/12/2023	000186 READYREFRESH BY NESTLE	(Continued) 13I00222262984 13J00222262984 13K0022226298		PD WATER SRVC 08/21-9/20 PD WATER SRVC 9/21-10/20 PD WATER SRVCS 8/11-9/10 Total :	125.60 105.60 125.60 727.46
188647	12/12/2023	006494 REEVES CO. INC.	483800		PD NAMEPIN RAISED FLAG EMBLE Total :	42.39 42.39
188648	12/12/2023	008332 RICARDO EXTERMINATOR	0140317		PW MINTHLY SRVC 6722 CLARA ST Total :	65.00 65.00
188649	12/12/2023	010093 SALINAS, JESUS G.	6708FRY		RCS RENTAL ASSIST OCT/NOV 23 Total :	3,100.00 3,100.00
188650	12/12/2023	002088 SOCALGAS	03560611000-11292; 06477094289-11282; 09650638001-11292; 11300697007-11272; 12170673003-11302; 12560694098-11272; 13010672007-11302;		PW 8327 GARFIELD AVE PW 8100 PARK LANE PW 5856 LUDELL ST PW 8110 PARK LANE PW 6662 LOVELAND ST PW 8000 PARK LANE PW 7100 GARFIELD AVE. Total :	82.23 15.01 18.10 15.00 104.64 154.81 316.39 706.18
188651	12/12/2023	002087 SOUTHERN CALIFORNIA EDISON	700076461609-1130;		PW VARIOUS LOCATIONS Total :	1,069.35 1,069.35
188652	12/12/2023	009031 STAR2STAR COMMUNICATIONS, LLC	SUBC00012069		VOIP SRVCS 12/7-1/7 Total :	10,525.42 10,525.42
188653	12/12/2023	002169 SUPER A FOODS	6435-112823 6610-112823 7388		RCS ASP GAME ROOM SUPPLIES RCS EFSP GRANT FOOD PANTRY I RCS EFSP GRANT FOOD PANTRY IT Total :	124.08 748.04 773.84 1,645.96
188654	12/12/2023	010922 THE UNIVERSAL CHURCH, C/O KARINE K	1017783.002		RCS DEPOSIT REFUND Total :	200.00 200.00
188655	12/12/2023	009775 THOMSON INC.	50636753		PW SRVC/REPAIR A/C BGVP Total :	135.00 135.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
Bank code : common							
188655	12/12/2023	009775 009775 THOMSON INC.	(Continued)			135.00	
188656	12/12/2023	004931 TORRES, DAVID	111323		PD TRNG LODGING ACUTUAL COS	99.92	
					Total :	99.92	
188657	12/12/2023	003821 US ARMOR CORPORATION	44349		PD SAFETY VEST OFFICER ROBLE	874.06	
			44391		PD SAFETY VEST CAPTAIN R.MUSI	907.21	
			44419		PD SAFETY VEST OFFICER MARIAI	874.06	
					Total :	2,655.33	
188658	12/12/2023	006130 VERIZON WIRELESS	9949664716		RCS CELL SRVCS 10/20-11/19	207.82	
					Total :	207.82	
188659	12/12/2023	009690 WEX BANK	93723627-120623		FUEL EXP ALL DEPTS 11/7-12/6	33,919.15	
					Total :	33,919.15	
65 Vouchers for bank code : common						Bank total :	221,182.52
65 Vouchers in this report						Total vouchers :	221,182.52

Voucher List
CITY OF BELL GARDENS

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Bank code : common													
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount							
1882-WIRE	12/14/2023	003359 BANK OF THE WEST	Ben596657		FEDERAL INCOME TAX: PAYMENT	118,028.14							
					Total :	118,028.14							
1883-WIRE	12/14/2023	003358 BANK OF THE WEST	Ben596659		STATE INCOME TAX: PAYMENT	35,135.20							
					Total :	35,135.20							
1884-WIRE	12/14/2023	001725 CALPERS	Ben596663		P/R 12/14/23	138,830.36							
					Total :	138,830.36							
1885-WIRE	12/14/2023	009439 MASS MUTUAL	Ben596661		MASS MUTUAL: PAYMENT	40,877.60							
					Total :	40,877.60							
1886-WIRE	12/19/2023	009641 ORGANIZATION LLP, OLIVAREZ, MADRUG OCT BILLS SEE ATT			CC LEGAL GENERAL 10/23 #23550	93,258.16							
					Total :	93,258.16							
188660	12/19/2023	010015 5819-5831 CECILIA STREET,LLC	5827CECILIA 1/2		RCS RENTAL ASSIST OCT 2023	1,800.00							
					Total :	1,800.00							
188661	12/19/2023	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben596649		PARS: PAYMENT	6,521.70							
					Total :	6,521.70							
188662	12/19/2023	000060 ADAMSON POLICE PRODUCTS	INV406470 INV406471		PD POLICE BARRIER TAP QTY 24	348.22							
					PD POLICE FLARES QTY 1 BOX	126.47							
					Total :	474.69							
188663	12/19/2023	000076 AFLAC	267678		FA VOLUNTARY INS DEC 2023	8,289.07							
					Total :	8,289.07							
188664	12/19/2023	010497 AIRESRING INC.	180006282		IT AIRESRING SD WAN 12/16-1/15	1,314.49							
					Total :	1,314.49							
188665	12/19/2023	010833 AMAZON CAPITAL SERVICES, INC.	14RHVW7DQ9K3 164JJYJD39QH 17P1XFL3N9GV 19DPCP193TFN 19RJJCPCPLHM 1C4YHQMHG4NF		RCS FUSION & I CAN DANCE SUPP	516.33							
					RCS OFFICE SUPPLIES	209.97							
					RCS SR CTR PICTURE DAY 12/6	219.79							
					RCS OFFICE SUPPLIES	147.64							
					RCS SR CTR GRINCHMAS BRUNCH	94.87							
					RCS SR CLARA CTR GRINCHMAS I	18.84							

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188665	12/19/2023	010833 AMAZON CAPITAL SERVICES, INC.	(Continued) 1HY36W1XNMPP 1HYH19HYDQKW 1NVNG1G7VMDK 1P3KTK3RF3PQ 1Q37H4VM4H44 1WWMY6VKGRKX 1XN999XMJCM6		RCS STAR WINTER WONDERLAND RCS STAR PRGM TREE LIGHTING RCS CFSC OFC TREE DECORATIO RCS CFSC OFC XMAS DECORATIO RCS WINTER WONDERLAND DEC RCS YTH VOLLEYBALL SUPPLIES RCS SR CTR BRUNCH W/SANTA 12 Total :	141.11 86.78 291.07 34.54 610.19 109.33 684.14 3,164.60
188666	12/19/2023	010784 ARDURRA GROUP, INC	144051	05547	RCS AQUATIC CNTR PROJ NOV Total :	23,455.00 23,455.00
188667	12/19/2023	000284 ASSOC., BELL GARDENS POLICE	Ben5966653		NON-SWORN POA MEMBER-DUES, Total :	2,630.00 2,630.00
188668	12/19/2023	010653 ATHANS ICE HOUSE, NICHOLAS G. ATHA	12092301	05599	RCS WINTER WONDERLAND SNOI Total :	7,959.38 7,959.38
188669	12/19/2023	006800 ATHENS SERVICES	1223121115	05490	PW RESID TRASH SRVC DEC 2023 Total :	307,897.22 307,897.22
188670	12/19/2023	010690 AV GRAPHICS	PS102298		CCL BUS CARDS D. MORENO Total :	87.12 87.12
188671	12/19/2023	010861 BLINDS BY DESIGN, LUIS SAUCEDO	255	05567	RCS BGVP FACILITY REPAIRS Total :	4,144.80 4,144.80
188672	12/19/2023	005910 BRIGHTVIEW LANDSCAPE SRVCS INC	8648046 8689196	05487 05487	RCS SPORT CENTER LANDSCAPE RCS SPORT CENTER LANDSCAPE Total :	6,754.65 6,754.65 13,509.30
188673	12/19/2023	000313 BRITE WHITE, ELISEO RODRIGUEZ	25694		PD UNIT 274,275 MOUNT AND BAL Total :	90.00 90.00
188674	12/19/2023	010923 CEDAR PALMS DEVELOPMENT, LLC	5812 LUDELL 1/2 B 5812 LUDELL 1/2-A		RCS RENTAL ASSISTANCE OCT 20; RCS RENTAL ASSIST OCT 2023 Total :	890.66 189.34 1,080.00

Voucher List
CITY OF BELL GARDENS

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188675	12/19/2023	001447 CHARTER COMMUNICATIONS	34131523-121523		IT FORD PARK WIFI 12/15-1/14	1,150.00
					Total :	1,150.00
188676	12/19/2023	001447 CHARTER COMMUNICATIONS	121423-121423		IT SENIOR CNTR WIFI 12/14-1/13	309.98
					Total :	309.98
188677	12/19/2023	001447 CHARTER COMMUNICATIONS	121523-121523		IT VET PARK WIFI 12/15-1/14	309.98
					Total :	309.98
188678	12/19/2023	001447 CHARTER COMMUNICATIONS	55121523-121523		IT YTH CNTR WIFI 12/15-1/14	309.98
					Total :	309.98
188679	12/19/2023	001447 CHARTER COMMUNICATIONS	96121723		IT PWS WIFI 12/17-1/16	309.98
					Total :	309.98
188680	12/19/2023	001447 CHARTER COMMUNICATIONS	8596		PD CONTRACT SRVC 11/16-12/15	281.18
					Total :	281.18
188681	12/19/2023	001447 CHARTER COMMUNICATIONS	53121723-121723		IT CITY HALL WIFI 12/17-1/16	199.98
					Total :	199.98
188682	12/19/2023	006941 CHAVARIN, AARON	082123		PD IMPOUND VEH RELEASE	270.00
					Total :	270.00
188683	12/19/2023	009158 CINDY'S JUMPERS LLC, EDGAR LOPEZ	73022		RCS CREATIVE KIDS TIME HOLIDAY	456.80
			73880	05603	RCS WINTER WONDERLAND 26' G	2,167.00
			74066		RCS MAYOR REORG	697.00
					Total :	3,320.80
188684	12/19/2023	005424 CITY OF BELL	202410	05282	IT IMPLEMENTATION OF THE GATE	7,973.00
					Total :	7,973.00
188685	12/19/2023	010703 CLARK EQUIPMENT COMPANY	3494116	05324	PW EXCAVATOR & TRAILER	39,605.15
			3600235	05324	PW EXCAVATOR & TRAILER	4,278.31
					Total :	43,883.46
188686	12/19/2023	010929 CRWON CASTLE	permit9539		PW REIM OF DEP 7400 SCOUT	15,000.00
					Total :	15,000.00

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188687	12/19/2023	000682 DIAL MOBILE COMMUNICATION	52799		PW 5 AIRTIME MT. WILSON NOV20	190.00
					Total :	190.00
188688	12/19/2023	010931 DIGITAL PRINT, OK PRINTING DESIGN &	3211		PD FI CARDS QTY 500 SIU	185.00
					Total :	185.00
188689	12/19/2023	008098 DIRECTV, INC.	057628772X231128		RCS GC SRVCS 12/19-1/18	94.99
					Total :	94.99
188690	12/19/2023	000700 DOOLEY ENTERPRISES	66908		PD TRAINING/DUTY AMMUNITION	901.87
					Total :	901.87
188691	12/19/2023	000713 DOWNEY VENDORS	19991		CD COFFEE SUPPLIES	69.52
					Total :	69.52
188692	12/19/2023	006944 ENTERPRISE FLEET MANAGEMENT	FBN4910212	05461	PD MONTHLY LEASE FOR PD & DE	3,122.83
					Total :	3,122.83
188693	12/19/2023	010447 FAIRYTALES&HEROES ENTMT., ANASTAS	23658		RCS CREATIVE KIDS TIME SANTA	300.00
					Total :	300.00
188694	12/19/2023	001735 FINANCIAL SRVCS,LLC, PITNEY BOWES (3106397860	05492	FA METER LEASE 9/30-12/29	916.96
					Total :	916.96
188695	12/19/2023	010830 FRANCO, JOSE A.	112023		RCS ALTERNATIVE TRANSP NOV	22.00
					Total :	22.00
188696	12/19/2023	010291 FRANCO, LINDA & RON	6359GOTHAM#10		RCS RENTAL ASSISTANCE DEC 20:	1,466.00
					Total :	1,466.00
188697	12/19/2023	004594 FUN EXPRESS	72510823501		RCS STAR PRGM PAJAMA DAY 12/2	74.02
			72826033901		RCS XMAS COOKIE DECOR	38.94
			72826047601		RCS STAR PRGM TREE LIGHTING	21.80
			72830947501		RCS CREATIVE KIDS SUPPLIES	181.28
			72831516301		RCS TREE LIGHTING SUPPLIES	366.19
					Total :	682.23
188698	12/19/2023	010800 GARCIA TIRES & WHEELS INC.	32494		CD CE FLAT REPAIR VEH #3	15.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188698	12/19/2023	010800	010800 GARCIA TIRES & WHEELS II (Continued)			
188699	12/19/2023	009809	GLOBAL URBAN STRATEGIES INC. 472		CONSULT SRVC 1ST TIME HOMEBI	1,916.25
			479		CONSULT SRVC OWNER OCCUPIE	2,201.08
					Total :	4,117.33
188700	12/19/2023	002092	GOLDEN STATE WATER COMPANY		PW GARFIELD AVE & PK LANE	983.09
			01627100009-11222		PW SCOUT & RAMISH	274.71
			21145100000-11282		PW 6221 FLORENCE	538.17
			21744100005-11222		PW 8000 SCOUT IRRIG	360.52
			24412200008-11222		PW 8000 SCOUT IRRIG	2,470.75
			31145100009-11222		PW 8000 SCOUT IRRIG	13,881.97
			32916100004-11222		PW 8000 SCOUT BTHROMS	2,646.12
			49226200001-11282		PW CLARA ST/IN SIDEWK IRRIG	80.38
			49644100007-11222		PW N/E/C AJAX /FLORENCE IRRIG	589.76
			50744100004-11222		PW GARFIELD AVE. EASTERN AVE.	362.28
			527441100000-11222		PW GAGE AVE. & SPECHT	211.43
			57319200002-11222		PW EASTERN S/O LIVE OAK IRRIG	264.57
			59644100006-11222		PW S/SIDE PK LN @GILLAND FP	41.31
			81145100004-11222		PW 8000 SCOUT IRRIG	4,468.01
			819161000001-11222		Total :	27,173.07
188701	12/19/2023	010063	GONZALEZ, EFRAIN		RCS RENTAL ASSIST NOV 2023	1,100.00
			5921 MULLER 1/2		Total :	1,100.00
188702	12/19/2023	000938	GRAINGER		RCS EFSP FOOD PANTRY MRES M	599.36
			9918532368		Total :	599.36
188703	12/19/2023	009785	GREENTECH LANDSCAPE INC.	05510	PW PUBLIC WORKS CITY WIDE LA	9,607.83
			57107		Total :	9,607.83
188704	12/19/2023	010509	GUNNER CONCRETE		PW CONCRETE AT 6030 FRY ST	917.09
			11454.1		PW CREDITS ISSUED VARIOUS	-303.65
			120423 CREDITS		Total :	613.44
188705	12/19/2023	000991	HDL COREN & CONE	05472	PW PROPERTY TAX ASSESSMENT	1,374.24
			SIN033638		Total :	1,374.24
188706	12/19/2023	002701	HINDERLITER DE LLAMAS & ASSOC.	05496	FAUDIT SERVICES OCT-DEC 23	1,121.49
			SIN033998			

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188706	12/19/2023	002701	HINDERLITER DE LLAMAS & (Continued)			
188707	12/19/2023	001025	HOME DEPOT			
			3024733		RCS OFC EQUIPMENT	284.90
			3522967		RCS WINTER WONDERLAND SUPP	10.67
			4163441		RCS GC EQUIPMENT	-374.81
			4351356		RCS BGVP STORAGE BOX	219.89
			4533372		RCS BGVP STORAGE BOX	30.71
			4611668		RCS ASP LIGHT CLIPS	10.96
			4907528		RCS NYC STORAGE BOXES	-18.88
			4940867		RCS STAR TREE LIGHTING 12/1	38.58
			6531186		RCS STAR XMAS TREE 12/1	207.26
			7971932		RCS SR CTR CLEANING SUPPLIES	418.79
			8541995		RCS WINTER WONDERLAND SUPP	54.96
			9904510		RCS CEREMONY SUPPLIE S	21.88
					Total :	904.91
188708	12/19/2023	009818	IBE DIGITAL		RCS BGVP 2ND COPIER LEASE 11/	559.88
			461849			
					Total :	559.88
188709	12/19/2023	009818	IBE DIGITAL		PD COPIER LEASE 11/15-12/14	284.44
			462042			
					Total :	284.44
188710	12/19/2023	009818	IBE DIGITAL		PD RECORDS COPIER LEASE 11/6-	131.99
			461727		PW COPIER LEASE 11/7-12/6	124.11
			461728			
					Total :	256.10
188711	12/19/2023	007466	INTER-GRAPHICS COMPANY	05601	RCS PRINTING BELL GARDENS TO	9,996.80
			0000302			
					Total :	9,996.80
188712	12/19/2023	009373	INTERNATIONAL, THE COUNSELING TEA	05464	PD PSYCHOLOGICAL CONTRACT I	1,000.00
			89094			
					Total :	1,000.00
188713	12/19/2023	009579	J THAYER COMPANY LLC		PW OFFICE SUPPLIES	1,145.22
			16712900			
					Total :	1,145.22
188714	12/19/2023	008569	JCL TRAFFIC		PD DUI CKPOINT SUPPLIES	307.97
			122128			
					Total :	307.97
188715	12/19/2023	008730	JHM SUPPLY		PW IRRIGATION	49.07
			922453			

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188715	12/19/2023	008730 008730 JHM SUPPLY	(Continued)			
188716	12/19/2023	006145 LAN WAN ENTERPRISE, INC.	74586		IT ON SITE SRVC CC MTG 10/23/23	49.07
			74587		IT 1 YEAR HPE DL380 GEN 10 RENI	480.00
			74589		IT 5 YEAR DOMAIN RENEWAL	1,936.99
			74595	05480	IT NETWORK/TECH SUPP OCT	280.00
			74666		IT MAINT/NETWORK SRVCS NOV	10,800.00
			74690	05462	PD MAINT CONTRACT 11/27-11/30	9,600.00
			74696		IT MNTHLY LICENSES/WARRANTIE	4,800.00
			74697		IT MNTHLY LIC/WARRANTIES NOV	5,807.80
			74720		IT MNTHLY LIC/WARRANTIES DEC	5,807.80
			74733	05462	PD MAINT CONTRACT 12/4-7TH	4,905.35
					Total :	49,217.94
188717	12/19/2023	010560 MACBANGER MUSIC PUBLISHING	INV0071		RCS EMPLOYEE RECOG DJ	750.00
					Total :	750.00
188718	12/19/2023	010925 MANZO, TERESA	6519FOSTERBRIDG		RCS RENTAL ASSISTANCE DEC 20;	1,500.00
					Total :	1,500.00
188719	12/19/2023	010472 MARIANO'S AUTO BODY, MARIANO A. TEI	002		PD UNIT #274 REPAIR/PAINT LEFT	950.00
			003		PD UNIT #274 REPAIR/PAINT FT DC	975.00
			004		PD UNIT 274 REPAIR/PAINT	700.00
					Total :	2,625.00
188720	12/19/2023	010855 MARTIN MARIETTA MATERIALS, INC	41117023		PW CONCRETE/ASPHALT DUMP FE	285.00
					Total :	285.00
188721	12/19/2023	010443 MIRANDA, MARIA	0046602		RCS EMPLOYEE RECOG FLOWER;	700.00
			0046603		CC CITY COUNCIL REORG FLOWEI	420.00
					Total :	1,120.00
188722	12/19/2023	001491 MOBILE MINI INC.	9019534161		PD CONTRACT SRVC 11/28-12/25	78.28
					Total :	78.28
188723	12/19/2023	001576 NATIONWIDE ENVIRONMENTAL SRVCS	33639	05474	PW STREET SWEEPING DEC	18,141.59
					Total :	18,141.59
188724	12/19/2023	002293 OF SO. CALIF., UNDERGRND SRVC ALER	1120230056		PW UNDERGRND SRVCS 35TICKE	71.25

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188724	12/19/2023	002293 OF SO. CALIF., UNDERGRND SRVC ALER	(Continued) 23241663		PW-CALIF STATE FEE REG COSTS	41.25
					Total :	112.50
188725	12/19/2023	007608 OREILLY AUTO PARTS	3849316564 3849316649		PW BATTERY VEH REPAIR PW CORE RETURN	249.24 -22.00
					Total :	227.24
188726	12/19/2023	004060 ORNELAS, GERARDO	01/04-01/06/23		PD TRNG LODGING 3 NIGHTS REIN	602.70
					Total :	602.70
188727	12/19/2023	010224 OROZCO, MARIA DE LOS ANGELES	2023.12.09		RCS WINTER WONDERLAND EVEN	400.00
					Total :	400.00
188728	12/19/2023	007668 PACIFIC TELEMANAGEMENT SRVCS	2114929		PD PUBLIC PAY TELEPHONE	85.87
					Total :	85.87
188729	12/19/2023	008044 PAL PROGRAM	Ben596651		PAL PROGRAM: PAYMENT	225.00
					Total :	225.00
188730	12/19/2023	001697 PARKHOUSE TIRE, INC.	1010955298 1010955604		PW TRACTOR TIRE REPAIR BGVP PW TIRES DISPOSAL	346.07 169.00
					Total :	515.07
188731	12/19/2023	010926 PARKWEST BICYCLE CASINO, LLC	BG122023	05618	RCS CITY LUNCHEON 12/20/23	9,997.47
					Total :	9,997.47
188732	12/19/2023	010226 PERMANENTE MEDICAL GROUP, SOUTH	AUG2023 OCT 2023 SEPT2023		EE-PRE PLACEMNT PHYSICALS EE PRE PLACEMENT PHYSICALS EE PRE-PLACEMENT PHYSICALS	1,734.00 1,036.00 1,657.00
					Total :	4,427.00
188733	12/19/2023	010928 PI VARIABLES, INC.	8596		PD FLARES DUI CHECKPOINT	793.88
					Total :	793.88
188734	12/19/2023	009834 PRINT AGENT	4359		RCS WINTER WONDERLAND TICKI	244.99
					Total :	244.99
188735	12/19/2023	009820 PROSEGUR SERVICES GROUP, INC.	686909		RCS SPRT CTR SECURITY 11/27-12	914.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188735	12/19/2023	009820	009820 PROSEGUR SERVICES GRC (Continued)			
188736	12/19/2023	009425	QUALITY PRINTING SERVICES	27312	PD BUS CARDS P. CAMACHO	914.24
188737	12/19/2023	000186	READYREFRESH BY NESTLE	03K6702768201 03K6702768202	PW WATER FILTERING SRVC FDPK PW WATER FILTERING SRVC BGVF	110.98 51.50 51.50 103.00
188738	12/19/2023	009244	RED WING SHOE STORE	20231210019898	RED WING VOUCHER PRGM PWA/J	856.47 856.47
188739	12/19/2023	010930	RIVERA, JULIO ROBERTO	INV122123	RCS BREAKFAST W/SANTA 12/21	300.00 300.00
188740	12/19/2023	001885	ROADLINE PRODUCTS,INC	19376 19378	PW TEMPORARY NO PARKING SIG PW TEMPORARY NO PKING SIGNS	962.13 962.13 1,924.26
188741	12/19/2023	001921	ROSEBURROUGH TOOL COMPANY	761065	PW CENTER MEDIANS SUPPLIES	700.60 700.60
188742	12/19/2023	010445	SANDOVAL, CHRISTOPHER	566758 POS54618	PD REIM FOR K9 NACHO MEDS RE PD REIM FOR K9 SUPPLIES SHIPP	109.43 148.47 257.90
188743	12/19/2023	009455	SAVEDRA, MICHAEL	122023	RCS WINTER WONDERLAND PERF	500.00 500.00
188744	12/19/2023	007642	SKYLINE SAFETY & SUPPLY, PATRICIA SC	389.68	PW FLOVES UTIL CREW	389.68 389.68
188745	12/19/2023	002063	SMART & FINAL	041099 141233 225344 241966 356000 359677 376677	MEETING SUPPLIES RCS EVENT SUPPLIES 12/9 RCS SR CTR DDLM 11/3 RCS ASP PAINT NIGHT RCS SR CTR WORLD DELICACY RCS SR CLARA CTR DEC SUPPLIE RCS SR CRT BIRTHDAYS	53.56 336.86 4.05 68.66 140.26 335.93 255.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188745	12/19/2023	002063 SMART & FINAL	(Continued) 697966 882988		RCS SR CTR ZUMBAILE 11/29 RCS TREE LIGHTING CEREMONY Total :	39.55 110.00 1,344.21
188746	12/19/2023	002087 SOUTHERN CALIFORNIA EDISON	600001511489-1204; 700370407274-1208; 700394307872-1207; 700815907359-1207;		PW VARIOUS LOCATIONS PW 6601 CLARA ST PW 6722 CLARA ST PW 8000 PK LN UNIT A UNIT B Total :	6,017.52 55.46 813.66 6,183.30 13,069.94
188747	12/19/2023	002129 STANDARD INSURANCE CO.	AUG2023 EE SUPL I DEC2023 DEC2023 LIFE&ADD NOV2023 NOV2023 LIFE&ADD OCT 2023 OCT2023 SEPT 2023		EE SUPL LIFE INS 8/2023 EE SUPL LIFE INS 12/2023 STANDARD LIFE & ADD 12/2023 EE SUPL LIFE INS 11/2023 STANDARD LIFE&ADD 11/2023 STANDARD LIFE&ADD 10/2023 EE SUPL LIFE INS 10/2023 EE SUPL LIFE INS 9/2023 Total :	1,500.84 1,462.34 9,127.82 1,462.34 9,054.21 9,290.72 1,462.34 1,469.84 34,830.45
188748	12/19/2023	006333 STANDARD INSURANCE COMPANY	DEC2023 EXECUTIV		FA EXECUTIVE BENEFITS 2023 Total :	565.84 565.84
188749	12/19/2023	000594 STATE DISBURSEMENT UNIT	Ben596655		GARNISHMENT: PAYMENT Total :	1,005.22 1,005.22
188750	12/19/2023	002169 SUPER A FOODS	4260 9682 9683	05586	RCS EFSP GRANT EXPENDITURES RCS NYC COOKING CLASS 11/29 RCS NYC BAKING CLASS 11/30 Total :	848.01 32.87 41.26 922.14
188751	12/19/2023	002178 SWRCB ACCOUNTING OFFICE	WD0230926 WD0231772		PW CITY ANNUAL PERMIT PW WATER SYSTEM ANNUAL PERI Total :	3,746.00 868.00 4,614.00
188752	12/19/2023	010666 TARGET SOLUTIONS LEARNING	86968		GUARDIAN TRACKING ANNUAL SU Total :	4,211.20 4,211.20

Voucher List
CITY OF BELL GARDENS

12/20/2023 9:27:40AM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188753	12/19/2023	006443 TOTAL EXTERMINATING INC.	93038		PW MNTHLY SRVC CH/DPD DEC 202	195.00
			93039		PW MNTHLY SRVC FDPK/SP COMP	100.00
			93040		PW MNTHLY SRVC WATER WELL C	70.00
			93041		PW MNTHLY SRVC PWS DEC 2023	50.00
			93042		PW MNTHLY SRVC SIERRA BLDG I	60.00
			93044		PW MNTHLY SRVC BGVP DEC 2023	125.00
			93045		PW MNTHLY SRVC AT NYC DEC	98.00
			93046		PW MNTHLY SRVC CH/DPD DEC 202	170.00
					Total :	868.00
188754	12/19/2023	002262 TRIANGLE SPORTS, INC	42055		RCS ADULT COED AWARD	27.38
			42069		RCS YTH SOFTBALL EQUIPMENT	150.02
			42134		RCS SENIOR SOCCER AWARD	120.45
			42275		RCS YTH VOLLEYBALL PLAQUES	466.14
			42276		RCS YTH VOLLEYBALL AWARDS T	115.52
					Total :	879.51
188755	12/19/2023	010924 TSE, SALLY	8036 GARFIELD		RCS RENTAL ASSISTANCE OCT 202	1,330.00
					Total :	1,330.00
188756	12/19/2023	010634 ULINE, INC.	171052928		RCS UTILITY CARTS FOR PARADES	760.27
					Total :	760.27
188757	12/19/2023	006130 VERIZON WIRELESS	9950049406		PW MNTHLY SRVC FEES OCT-NOV	1,635.29
					Total :	1,635.29
188758	12/19/2023	006130 VERIZON WIRELESS	9949664715		CD CELL SRVC 10/20-11/19/23	208.48
					Total :	208.48
188759	12/19/2023	010811 VITAL RECORDS CONTROL	3920948LAX		PD ONSITE SHREDDING SRVC DE	217.90
					Total :	217.90
188760	12/19/2023	005583 WEST COAST ARBORISTS INC.	207841	05512	PW TREE PRUNNING SOUTH SIDE	6,406.60
					Total :	6,406.60
188761	12/19/2023	003514 ZEP SALES & SERVICE	9009220641		PW CUSTODIAL SUPPLIES	321.12
					Total :	321.12
107 Vouchers for bank code : common						Bank total : 1,120,639.55

Voucher List
CITY OF BELL GARDENS

12/20/2023 9:27:40AM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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TRANSFER	12/14/2023	BANK OF THE WEST	P/R		NET PAYROLL	763,465.65
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107 Vouchers in this report

Total vouchers : 1,884,105.20



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT
Item 4.**

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Manuel Carrillo, Director of Finance & Administrative Services
SUBJECT: **WARRANT REGISTER SUCCESSOR AGENCY**
DATE: January 8, 2024

RECOMMENDATION:

It is staff's recommendation that the Successor Agency Members receive and file the warrant register dated 12/12/23 and 12/19/23.

BACKGROUND/DISCUSSION:

The attached warrant register is for 12/12/23 and 12/19/23. The warrant register reflects the obligation of the Successor Agency to the Community Development Commission (Successor Agency) for the above referenced date.

CONCLUSION:

If the recommendation to the Successor Agency Members is approved, then the warrant register dated 12/12/23 and 12/19/23 will be received and filed.

FISCAL IMPACT:

Warrant register	12/12/23	12938	\$15,243.75
		Total Voucher	\$15,243.75
Wire transfer	12/19/23	1887	\$17,124.20
Warrant register	12/19/23	12939	\$21,753.75
		Total Voucher	\$38,877.95
		Grand Total Voucher	\$54,121.70

ATTACHMENTS:

Exhibit 1- Warrant Register

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services

Voucher List
CITY OF BELL GARDENS

12/13/2023 2:22:39PM

Bank code : cdckkg							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
12938	12/12/2023	006334 TIERRA WEST ADVISORS, LLC	BG0823A	05590	CD CONSUL SRVCS: FORMER DAI	8,496.25	
			BG1023A	05590	CD CONSUL SRVCS: FORMER RDA	6,747.50	
				Total :		15,243.75	
1 Vouchers for bank code : cdckkg						Bank total :	15,243.75
1 Vouchers in this report						Total vouchers :	15,243.75

Voucher List
CITY OF BELL GARDENS

12/20/2023 10:08:37AM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1887-WIRE	12/19/2023	009641 ORGANIZATION LLP, OLIVAREZ, MADRUC	23561		CD LEGAL GEN 10/2023	17,124.20
12939	12/19/2023	006334 TIERRA WEST ADVISORS, LLC	BG0123A	05590	CD CONSULTANT SERVICES: FORM	2,930.50
			BG0223A	05590	CD CONSULTANT SERVICES: FORM	160.00
			BG0423A	05590	CD CONSULTANT SERVICES: FORM	885.00
			BG0523A	05590	CD CONSULTANT SERVICES: FORM	655.00
			bg0523c		CD SA PROPERTIES	1,405.50
			BG0623B		CD SA PROPERTIES	4,425.00
			BG0723A	05590	CD CONSULTANT SERVICES: FORM	297.50
			BG0723B	05590	CD CONSULTANT SERVICES: FORM	591.00
			BG0823B	05590	CD CONSULTANT SERVICES: FORM	5,223.75
			BG0823C	05590	CD CONSULTANT SERVICES: FORM	1,407.50
			BG0923A	05590	CD CONSULTANT SERVICES: FORM	1,432.50
			BG0923B	05590	CD CONSULTANT SERVICES: FORM	1,865.00
			BG1023B	05590	CD CONSULTANT SERVICES: FORM	475.50
				Total :		21,753.75

2 Vouchers for bank code : cdckcg

Bank total : 38,877.95

2 Vouchers in this report

Total vouchers : 38,877.95



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT
Item 5.**

TO: Honorable Mayor and City Council Members
FROM: Michael B. O’Kelly, Executive Director
BY: Scott Fairfield, Chief of Police
Rigo Barrios, Lieutenant
SUBJECT: PURCHASE OF POLICE EQUIPMENT
DATE: January 8, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council adopt the attached Resolution approving an agreement with Proforce Marketing, Inc. dba Proforce Law Enforcement to purchase and replace duty handgun and rifles.

BACKGROUND/DISCUSSION:

The City of Bell Gardens (City) provides various services for its residents. One service that is provided is public safety through police services. The Bell Gardens Police Department (Department) use various pieces of equipment in order to provide safety for the community. Duty handguns and rifles are utilized by police officers in order to accomplish their duties. The Department also has a Special Operations Team that utilizes special weapons, specifically a rifle.

The industry standard for replacing weapons is every five years. This replacement standard is due to the fact that internal parts and barrels start to deteriorate after a certain period of time. Failure to comply with the industry standard increases the level of liability and decreases the level of safety. According to department records, the handguns were purchased in 2013 and most of the rifles were purchased in 2008 and prior.

Technology has advanced in the field of firearms for example many firearms are equipped with better lights and better sighting systems. Most of our weapons have these accessories however they are also outdated as they were purchased over ten years ago. Much research and evaluation took place in order to produce recommendations for replacing the Department’s firearms.

The Department conducts quarterly firearms training for all officers. Additionally, the Special Operations Team conducts firearms and tactics training monthly. Firearms, tactics, and real-life operations have enabled the Department to test and evaluate various firearms and firearm accessories. Much feedback is derived from officers as well as officers from surrounding agencies.

Cooperative Purchasing through Purchasing Cooperative of America (PCA)

Under Section 3.04.100(E) of the Bell Gardens Municipal Code, the City’s purchasing policy allows for an exception to the purchasing policy when the supplier offers the same or better price, terms and conditions as a supplier offered as the lowest responsible bidder under a competitive procurement conducted by another city or public agency. The City is a member of Purchasing Cooperative of America (PCA), and membership entitles the City to access competitively bid national contracts.

PCA is a national cooperative. PCA is based in Texas and all PCA contracts are written to be used by local, state

and Federal government agencies, educational institutions, Indian tribal governments, and non-profit, non-taxed organizations in all 50 states, U.S. Territories, Canada and Mexico.

PCA contracts are awarded following legally mandated procedures. Contracts are competitively bid and the procedure meets states' procurement and contracting statutes as well as the applicable Federal Acquisitions Regulations (FAR) by reference.

PCA contracts are awarded by the Awarding Government Agency by the Board of Directors or Council, using a competitive solicitation process consistent with Texas procurement and contracting laws and regulations.

PCA issued Request for Proposals for Fire, Safety, Security, Surveillance, Equipment, Service and Related Items, RFP #OD-337-21. On February 1, 2021, Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded Contract # PCA OD-337-21 naming them as a distributor of law enforcement firearms and equipment, managing retail and trade of premier products throughout the United States.

The Department reached out to Proforce to solicit a quote for the necessary equipment, based on the PCA Contract pricing. It is important to note that Proforce will also credit the Department for all firearms and equipment that the Department selects to sell back to Proforce. This will definitely have an impact on the cost associated with this purchase.

The Department has taken into consideration all of the information gathered and has come up with a handgun and rifle along with accessories to satisfy the need of the Department. Based on the Department's needs, staff recommends the following purchases:

-(55) Sig Sauer LE P320F (9mm) that will be equipped with a ROMEO optic and a Surefire 1000 Lumen handgun light. A gun holster will also be part of the purchase.

-(15) Colt LE M-4 556 14.5 BBL rifles that will be equipped with a Surefire 1000 lumen Scout light and an Aimpoint Duty RDS red dot optic.

-(20) Colt LE M-4 556 11.5 BBL rifles that will be equipped with a Surefire 1000 lumen Scout light and an Aimpoint Duty RDS red dot optic.

Pursuant to Policy 706, these purchases are made in compliance with AB 481 and will be included in the annual report.

CONCLUSION:

By approving the recommended agreement, the Department will replace outdated duty handguns and rifles that are used by its officers.

FISCAL IMPACT:

The total cost of the recommended equipment will be \$130,061.64

The funds are available and budgeted for in the police departments FY 23/24 budget.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2024-01

Exhibit 2 - Agreement

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

RESOLUTION NO. 2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF BELL GARDENS AND PROFORCE MARKETING, INC. DBA PROFORCE LAW ENFORCEMENT FOR THE PURCHASE OF POLICE DEPARTMENT WEAPONS

WHEREAS, under Section 3.04.100E of the Bell Gardens Municipal Code, the City's purchasing policy allows for an exception when the supplier offers the same or better price, terms and conditions as a supplier offers the lowest responsible bidder under a competitive procurement conducted by another city or public agency; and

WHEREAS, Purchasing Cooperative of America ("PCA") is based in Texas and all PCA contracts are written to be used by local, state and Federal government agencies, educational institutions, Indian tribal governments, and non-profit, non-taxed organizations in all 50 states, U.S. Territories, Canada and Mexico; and

WHEREAS, PCA issued Request for Proposals for Fire, Safety, Security, Surveillance, Equipment, Service and Related Items, RFP #OD-337-21; and

WHEREAS, on February 1, 2021, Proforce Marketing, Inc. dba Proforce Law Enforcement was awarded Contract # PCA OD-337-21 naming them as a distributor of law enforcement firearms and equipment, managing retail and trade of premier products throughout the United States; and

WHEREAS, the City is a member of PCA and membership entitles the City to access competitively bid national contracts; and

WHEREAS, the Bell Gardens Police Department is in need of updating its duty weapons and rifles; and

WHEREAS, the City Council finds that the City has complied with the procurement process; and

WHEREAS, the City desires to enter into an agreement with Proforce Marketing, Inc. dba Proforce Law Enforcement for the purchase of fifty-five handguns, thirty rifles and accessories, for a not to exceed amount of \$130,061 for FY 23-24.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:

SECTION 1. The City Council finds that the above recitals are true and correct and incorporate them herein.

SECTION 2. The City Council finds that the City has complied with local, state and federal requirements for procurement as members of PCA.

SECTION 3. The City Council hereby approves an agreement with Proforce Marketing, Inc. dba Proforce Law Enforcement for the purchase of rifles, handguns and accessories.

SECTION 4. The City Council further authorizes the City Manager to execute the agreement with Proforce Marketing, Inc. dba Proforce Law Enforcement, subject to City Attorney approval as to form, and consistent with this resolution, along with any ancillary documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 5. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED and ADOPTED this 8th day of January 2024.

THE CITY OF BELL GARDENS

Jorgel Chavez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

I, _____, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No.** _____ was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on _____, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daisy Gomez
City Clerk

2024
EQUIPMENT PROCUREMENT AGREEMENT
(Procurement: Weapons Purchase)
(Parties: City of Bell Gardens and Proforce Marketing, Inc. dba Proforce Law
Enforcement)

THIS EQUIPMENT PROCUREMENT AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2024 by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "City") and PROFORCE MARKETING, INC. DBA PROFORCE LAW ENFORCEMENT (hereinafter, "Vendor"). For the purposes of this Agreement, City and Vendor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Vendor interchangeably.

RECITALS

WHEREAS, City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, City desires to purchase handguns and rifles for its police department; and

WHEREAS, per Section 3.04.100(E) (Exceptions) of Chapter 3.04 (Purchasing System) of the Bell Gardens Municipal Code (hereinafter, "Section 3.04.100"), the purchasing policy may be dispensed with when supplies, services or equipment can be produced from a supplier who offers the same or better prices, terms and/or conditions as the supplier previously offered as the lowest responsible bidder under competitive procurement conducted by another city or public agency; and

WHEREAS, Purchasing Cooperative of America (hereinafter "PCA") issued a Request for Proposals (RFP) for the fire, safety, security, surveillance, equipment, services and related items (RFP #OD-337-21); and

WHEREAS, on January 21, 2021, Vendor submitted a proposal; and

WHEREAS, on February 1, Vendor was awarded PCA Contract # PCA OD-337-21 (hereinafter "PCA Contract"); and

WHEREAS, as authorized under Section 3.04.100(E) of the Bell Gardens Municipal Code but such to certain terms and conditions set forth, City wishes to avail itself to the opportunity to purchase certain weapons that meet the specifications of the PCA Contract at the same unit pricing and rates given to PCA under the PCA Contract; and

WHEREAS, City desires to enter into an agreement with Vendor for the purchase of weapons upon the conditions set forth below.

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

Section 1. DESCRIPTION OF EQUIPMENT AND SERVICES.

- A. Subject to all the terms and conditions of this Agreement, Vendor agrees to sell and deliver those certain weapons listed in Vendor Quote # 670854, dated November 28, 2023 (hereinafter "Quotation"). A true and correct copy of the Quotation is attached and incorporated hereto as **Exhibit "A"**. For purposes of this Agreement, the capitalized term "Equipment" shall refer to the weapons listed in the PCA RFP. The unit prices charged by Vendor to City for the Equipment listed in the Quotation shall be no greater than the unit prices charged to PCA under the PCA RFP. Except as otherwise provided herein, the Equipment shall in all respects meet the specifications for identical Equipment set forth under the PCA RFP and shall be subject to all warranties set forth under the PCA RFP and PCA Contract (Collectively referred to as "PCA Documents"). A true and correct copy of the PCA Documents are attached and incorporated hereto as **Exhibit "B"**.
- B. Vendor's performance under this Agreement includes all transportation services, labor, material, tools and equipment necessary for Vendor to complete its delivery and off-loading of the Equipment at the location(s) specified by the City Representatives in a good workmanlike manner. Vendor shall not commence the delivery of the Equipment until such time as City issues a written notice to proceed (hereinafter, the "Notice to Proceed") with the delivery, which notice shall specify the date, time and location of the delivery along with such other written instructions as may be provided by the City Representatives.
- C. Vendor shall perform all services and tasks contemplated under this Agreement continuously and with due diligence. Vendor shall, among other things, be responsible for the delivery of the Equipment to City and shall also provide its delivery personnel with all equipment and tools necessary to move the Equipment from Vendor's delivery vehicles to the location(s) specified by the City Representatives. City shall in no way be responsible for undertaking the delivery of the Equipment with its own personnel or any other contracted third-party, nor shall City be responsible for providing Vendor's personnel with training, tools or equipment required to deliver the Equipment . The Equipment shall be delivered to City by June 30, 2024.
- D. All Equipment shall be subject to inspection by City and may be rejected by City if the Equipment does not meet the specifications called for under this Agreement or are otherwise broken or defective. The Equipment shall be considered accepted upon City's issuance of a written Notice of Acceptance, which shall not be unreasonably withheld or delayed. At any time prior to the issuance of a Notice of Acceptance, City may reject, return and demand the replacement of any Equipment which does not meet the required specifications or are broken or defective and the cost of returning and replacing the Equipment shall be borne

solely and exclusively by Vendor. At City's option, Equipment that is rejected and returned by City shall be promptly replaced by Vendor or the cost of such Equipment shall be credited or refunded to City. No payment shall be required until replacement is complete. Vendor shall replace any and all Equipment lost during delivery. Prior to the issuance of such Notice of Acceptance, Vendor, at Vendor's sole cost and expense, shall be required to make all such repairs, modifications or corrections to the Equipment as may be necessary to ensure that the Equipment will perform in accordance with the agreed specifications or replace any and all defective or incompatible parts as may be necessary to ensure that the Equipment will perform in accordance with the established specifications.

- E. City's acceptance of the Equipment shall be conditioned upon the final inspection and performance testing of the Equipment by City, as specified under Section 5 of this Agreement, below, to ensure that the Equipment satisfies the requirements of the City and are capable of performing in accordance with performance standards set forth in the specifications of the PCA RFP. City reserves the right to direct to replace, at no additional cost to City, any Equipment which are determined to be damaged, defective or other non-compliant with such specifications.
- F. Coordinated delivery of all Equipment will take place during the standard business hours.
- G. Risk and Title. Vendor shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Nothing in this subsection shall operate to restrict, limit or modify; (i) the right of City to reject or withhold acceptance of any Equipment that are damaged, defective or which otherwise fail to meet the specifications called for herein; or (ii) the right of City to pursue any other remedies under this Agreement in the event the Equipment is defective or fail to meet specifications or upon Vendor's breach of any ongoing duties or obligations set forth under this Agreement.

Section 2. STANDARD OF CARE.

- A. Vendor represents, acknowledges and agrees as follows:
 - 1. Vendor shall perform all work and services contemplated under this Agreement skillfully, competently and to the highest standards applicable to the Vendor's field;
 - 2. Vendor shall perform all work in a manner reasonably satisfactory to the City;
 - 3. Vendor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

4. Vendor understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;
5. All of Vendor's employees and agents (including but not limited to Vendor's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement; and
6. All of Vendor's employees and agents (including but not limited to Vendor's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that the City's acceptance of any work performed by or on Vendor's behalf shall not constitute a release of any defects or damage to the Equipment undetectable or otherwise unknown to City at the time of acceptance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Vendor, including but not limited to the representation that possesses the skills, training, knowledge and experience necessary to perform all services and tasks contemplated under this Agreement in a skillful and competent manner.

Section 3. REPRESENTATIVES

- A. City Representative. For the purposes of this Agreement, the Agreement administrator and City's representative shall be Chief Paul Camacho, and his designee (hereinafter, the "City Representative"). It shall be Vendor's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services and Vendor shall refer any decisions which must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.
- B. Vendor Representative. For the purposes of this Agreement Chris Brazzill, is hereby designated as the principal and representative of Vendor authorized to act on its behalf with respect to Vendor's performance under this Agreement and to make all decisions in connection therewith (the "Vendor Representative"). Notice to the Vendor Representative shall be written to constitute notice to Vendor.

Section 4. VENDOR'S PERSONNEL

- A. Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services and tasks required under this Agreement. All such services will be performed by or under its supervision, and all personnel engaged

in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

- B. Vendor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- C. In the event that City, in its sole and absolute discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned to perform services pursuant to this Agreement, shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
- D. Vendor shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- E. Permits and Licenses. Vendor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City business license.

Section 5. TESTING AND INSTRUCTION ON OPERATION AND MAINTENANCE

City's personnel in coordination with Vendor's personnel shall have a period of thirty (30) calendar days from the date the Equipment is delivered to run performance tests of the Equipment in order to determine whether or not the Equipment meets specifications, are not damaged and are functioning properly. Vendor, during the testing and inspection period contemplated herein, shall also provide City personnel with instruction and training on the property operation and maintenance of the Equipment and shall supply City with true and correct copies of all technical specifications, operating manuals and other materials relating to the maintenance, upkeep and operation of the Equipment. The foregoing shall be in addition to and not in lieu of any training program specified under the PCA RFP. Unless otherwise notified in writing, the Equipment shall be deemed accepted following the end of the 30-day testing and instruction period. City's issuance of notification of conditions, circumstances or other factors which make the City unwilling to accept the Equipment shall toll, the expiration of the 30-day testing and instruction period as to all Equipment.

Section 6. WARRANTIES

Vendor shall extend to City all such warranties for the Equipment provided to PCA under the PCA RFP and PCA Contract subject to the same terms and conditions set forth therein, including but not limited to the warranties referenced under Section 12 of the PCA Contract.

Section 7. COMPENSATION

- A. Compensation for Equipment. Vendor shall sell and deliver the Equipment referenced in the Quotation at unit pricing that is no greater than the unit pricing provided to PCA for identical Equipment under the PCA Documents. The foregoing notwithstanding, in no event may Vendor's total aggregate compensation for the sale and delivery of the Equipment exceed the aggregate sum of **ONE HUNDRED THIRTY THOUSAND SIXTY ONE DOLLARS AND SIXTY FOUR CENTS (\$130,061.64)** (the "Not-to-Exceed Amount").

Section 8. PROHIBITED INTERESTS

Vendor warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 9. INDEPENDENT CONTRACTOR

Vendor will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute as an agent, servant, or employee of City and shall not and is not intended to create the relationship of partnership, joint venture or association between City and Vendor.

Section 10. RECORDS AND INSPECTION

Vendor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. City shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. This right inspection shall not extend to the makeup of lump sum prices, day rates, or profit margins.

Section 11. CONFLICTS OF INTEREST

Vendor hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with in connection with this project. Vendor hereby warrants for itself, its

employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any City ordinance, state law or federal statute. Vendor agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that executes in connection with the performance of this Agreement.

Section 12. INDEMNIFICATION

Vendor shall indemnify, defend and hold harmless the City, its elected and appointed officials, commissioners, officers, employees, agents and volunteers for the same types of loss, claims, suits, actions, damages and causes of action and to the same extent afforded to PCA, PCA's officials, commissioners, officers, agents, employees and volunteers.

Section 13. INSURANCE

Vendor shall at all times during its period of performance under this Agreement maintain all policies of insurance at the same coverage levels and of the same type and scope as set forth under Section 6 of the PCA Contract.

Section 14. MUTUAL COOPERATION

- A. City shall provide all pertinent data, documents and other requested information as is reasonably available for the proper performance of Vendor services.
- B. In the event any claim or action is brought against City relating to Vendor's performance in connection with this Agreement, Vendor shall render any reasonable assistance that City may require.

Section 15. TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

- A. Termination for Convenience. Prior to the issuance of City's written Notice to Proceed, City may immediately terminate this Agreement, inclusive of the purchase of the Equipment and the Related Services, without cause, without liability and free of any charge or cost to City. After the City's issuance of a written Notice to Proceed, City may immediately terminate this Agreement for convenience and without cause. Such termination for convenience shall be made in writing signed by the City Representative specifying the effective date of such termination. Vendor may only terminate this Agreement for cause. Except as otherwise provided herein, in the event of City's termination of this Agreement for convenience, Vendor shall be compensated for such Equipment delivered to and accepted by City and for such services performed up to the effective date of the termination.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this

Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under subsection 15(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) Vendor's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) Vendor's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Vendor, whether voluntary or involuntary; (iv) Vendor's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) City's discovery that a statement representation or warranty by relating to this Agreement is false or erroneous in any material respect.

C. Vendor shall cure the following Events of Defaults within the following time periods:

1. Within ten (10) calendar days of City's issuance of a Default Notice for any failure to timely provide City or its agents with any information and/or written reports, documentation or work product which Vendor is obligated to provide to City or its agents under this Agreement. Prior to the expiration of the 10-day cure period, Vendor may submit a written request for additional time to cure the Event of Default upon a showing that it has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 10-day cure period; or
2. Within fifteen (15) calendar days of City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 15-day cure period, may submit a written request for additional time to cure the Event of Default upon a showing that has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial 15-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in the Equipment specifications that is not susceptible to a cure, City in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by City.

- D. Except as otherwise specified in this Agreement, City shall cure any Event of Default asserted by within forty-five (45) calendar days of Vendor's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to shall be cured by City within thirty (30) calendar days from the date of Vendor's Default Notice to City.
- E. City, in its sole and absolute discretion, may also immediately suspend Vendor's performance under this Agreement (or the performance of any specific task or function performed by under this Agreement) pending Vendor's cure of any Event of Default by giving written notice of City's intent to suspend Vendor's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, National Auto Feel Group shall be compensated only for those services and tasks which have been rendered by to the reasonable satisfaction of City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City shall operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.
- F. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- G. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - 1. Upon written notice to Vendor, the City may immediately terminate this Agreement in whole or in part;
 - 2. Upon written notice to Vendor, the City may extend the time of performance;

3. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Vendor's breach of the Agreement, obtain specific performance from Vendor or to terminate the Agreement; or
 4. The City may exercise any other available and lawful right or remedy.
- H. In the event City is in breach of this Agreement, Vendor's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to under this Agreement for completed services and tasks. In no event shall Vendor be entitled to receive more than the amount that would be paid to for the full performance of the services required by this Agreement.
- I. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 16. FORCE MAJEURE

Vendor shall not be liable for any failure to perform if presents acceptable evidence, in City's reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of Vendor. In the event that a FORCE MAJEURE event materially increases the Vendor's costs of performance hereunder then City shall make an equitable contribution to all such increased costs of performance to the extent that such costs are not covered by Vendor's insurances.

Section 17. NOTICES

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

If to CITY:

City of Bell Gardens
7100 S. Garfield Avenue
Bell Gardens, CA 90201
Attn: Chief Paul Camacho

If to VENDOR:

Proforce Marketing, Inc. dba Proforce Law
Enforcement
2625 Stearman Drive
Prescott, AZ 86301
Attn: Chris Brazzill
Phone: 928-776-7192

Section 18. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

Section 19. PROHIBITION AGAINST ASSIGNMENT

Vendor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, which shall not be unreasonably withheld or delayed 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 Vendor.

Section 20. ATTORNEY FEES

In the event that City or Vendor commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 21. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between City and Vendor with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both City and Vendor.

Section 22. GOVERNING LAW; JURISDICTION

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 23. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is

determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 24. AMENDMENT; MODIFICATION

No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

Section 25. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 26. AUTHORIZATION

Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

Section 27. SURVIVAL OF PROVISIONS AND OBLIGATIONS

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

Section 28. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BELL GARDENS

**PROFORCE MARKETING, INC. DBA
PROFORCE LAW ENFORCEMENT**

By: _____
Michael B. O’Kelly, City Manager

By: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Stephanie Vasquez, City Attorney

EXHIBIT "A"
QUOTATION

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

ORDER	QUOTE#	PAGE
	670854	1
QUOTE	SHIP DATE	
	A.S.A.P.	

SOLD
TO

CITY OF BELL GARDENS
 ACCTS PAYABLE
 7100 S GARFIELD AVE
 BELL GARDENS CA 90201

SHIP
TO

BELL GARDENS POLICE DEPT
 7100 S GARFIELD AVE
 BELL GARDENS CA 90201

562-927-4839

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	11/28/23	004531	A	CHRIS BRAZZILL	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
10	CR6921-EPR CLT LE M4 ENH PAT RFL 5.56 14.5BBL SEMI ***SBR***	1,185.23	EA .00	11,852.30
30	200759 AIM DUTY RDS RED DOT REFLX SGT 2MOA 39MM 1-PC TORSION NUT MNT	452.28	EA .00	13,568.40
10	VCAS-125-OA-BK BFG VICK COM APP SLNG 2-PT BLK	44.26	EA .00	442.60
30	M640DFT-BK-PRO SUF TRBO SCT LGT PRO 550LUM BK W/MNT Z68 TAIL CAP	257.02	EA .00	7,710.60
55	W320F9BXR3P-RXP SIG LE P320F 9MM PRO N/S 17RD W/ROMEO 4.7"	749.90	EA .00	41,244.50
55	6360RD-4502-481 SFL 6360 ALS HLST BLK STX BW LGT P320RX (6360RDS-4502-481)	130.32	EA .00	7,167.60
55	X300T-B SUF X300B TURBO 650LUM PST LGT HI CANDELA BLK	237.69	EA .00	13,072.95

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

ORDER	QUOTE#	PAGE
	670854	2
QUOTE	SHIP DATE	
	A.S.A.P.	

SOLD
TO

CITY OF BELL GARDENS
 ACCTS PAYABLE
 7100 S GARFIELD AVE
 BELL GARDENS CA 90201

SHIP
TO

BELL GARDENS POLICE DEPT
 7100 S GARFIELD AVE
 BELL GARDENS CA 90201

562-927-4839

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	11/28/23	004531	A	CHRIS BRAZZILL	F-2D FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
20	CR6933-EPR CLT M4 EPR 5.56 SBR 11.5" BLK ***SBR***			1,185.94	EA .00	23,718.80
1	XFET THIS ITEM FET OUT			.00	EA .00	.00
COMMENT				SALES AMOUNT		118,777.75
BY RYAN				9.500% SALES TAX		11,283.89
TERMS DUE NET 30 DAYS				SUB TOTAL		130,061.64

EXHIBIT "B"
PCA DOCUMENTS



PH: (844) 722-6374
www.pcamerica.org

PCA is issuing this RFP on behalf of PCA Awarding Agency and PCA Members

RFP # OD-337-21

Request for Proposal

For

**FIRE, SAFETY, SECURITY, SURVEILLANCE, EQUIPMENT,
SERVICE AND RELATED ITEMS**

Submittal Deadline and Public Opening:

THURSDAY, JANUARY 21, 2021 AT 11:00 AM CT

All proposals required to be submitted by the date and time above.
Bonfire electronic bidding software will lock down on this date/time.

**Questions regarding this RFP must be submitted in Bonfire
and are answered electronically. The deadline for all questions
is five (5) days prior to the submittal deadline.**

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TAB 1 – NOTICE OF INTENT

City of O'Donnell ("Awarding Agency"), located at 615 8th Street, O'Donnell, Texas 79351, an agency of the State of Texas, is awarding this contract for use by all current and future Purchasing Cooperative of America ("PCA") Members.

Contract(s), if any, awarded as a result of this solicitation will be available for use by PCA Members to access on an "as needed" basis from a list of contracts that have been competitively procured and awarded to Vendors by the Awarding Agency.

PCA is soliciting Vendors to provide Fire, Safety, Security, Surveillance, Equipment, Service and Related Items. The initial term of the contract is a period of one (1) year with four (4) subsequent one (1) year automatic renewals unless terminated by the parties as allowed under this contract. Companies are expected to be experienced and qualified in providing these services to PCA Members using a PCA contract that can be used either on a national, statewide, regional or local basis.

Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation, including the Scope Section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

Awards will be made to the successful proposer(s) for the total line of services submitted. Awards will be based on the criteria set forth within this document.

PCA encourages all vendors (national, territorial, regional, state, local, USMCA) to respond and provide products/service to public non-profit/non-taxed entities that allow cooperative purchasing in the areas that the vendor proposes to work in.

Benefits of a PCA Contract Award

The benefits of a PCA contract award are:

- Multi-year contracts,
- Comprehensive contracts, and
- Fair and open competition

Interlocal Contracting Authority

PCA Members may access these contracts under *TEX. GOV'T. CODE, Title 7, Intergovernmental Relations, Chapter 791, Subchapter C* in Texas and similar joint powers codes in other states, such as *State of Arizona Statutes, Title II, Chapter 7, Intergovernmental Operations, Article 3, Joint Exercise of Powers; State of New Mexico Statutes, Chapter 11, Intergovernmental Agreements and Authorities, Article 1, Joint Powers Authority; State of Louisiana Title 39, Subtitle 111, Chapter 17, Part VII and Title 38 Public Contracts; State of Arkansas, Title 19, Chapter 11, Sub-chapter 2 – Arkansas Procurement Law*; and other states; *State of Oklahoma, Title 74 State Government, Chapter 31 Interlocal Cooperative Act*.

Other states' joint powers codes may be found listed on the PCA website: www.pcamerica.org

Applicable Laws, Codes and Regulations

PCA procurement procedures meet the following statutes as well as the applicable *Federal Acquisitions Regulations (FAR & DFAR)* by reference to meet the requirements of Federal Agencies and federally funded programs and grants.

TEX. EDUC. CODE § 44.031(a)(4) "...all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$150,000 or more in the aggregate

for each 12-month period shall be made by the method...that provides the best value for the district [including] an interlocal contract..."

TEX. EDUC. CODE § 51.9335(a)(4) "...each institution of higher education, as that term is defined by *Tex. Educ. Code § 61.003*, including each public junior college to the extent possible, "may acquire goods or services by the method that provides the best value to the institution, including...a group purchasing program."

TEX. EDUC. CODE § 73.115(a)(4) "...University of Texas at El Paso "may acquire goods or services by the method that provides the best value to the institution, including... a group purchasing program."

TEX. EDUC. CODE § 74.008(a)(4) "...University of Texas Medical Branch at Galveston "may acquire goods or services by the method that provides the best value to the medical branch, including... a group purchasing program." Other Texas Universities are also covered under Texas Codes with the same text.

TEX. LOCAL GOV'T. CODE Chapter § 271, Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments.

TEX. LOCAL GOV'T. CODE Chapter § 262, Purchasing and Contracting Authority of Counties.

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act-Procurement of Recovered Materials requires: (1) procuring only items *designated in* guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24 C.F.R. 85.36(b)(5) Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments. "To foster greater economy and efficiency, grantees and sub-grantees [of federal funds/grants] are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services." (In Texas, applies only to Texas Tribal Governments.)

Information regarding local, state, federal, and Indian Government agencies that can use this solicitation, once awarded as a contract, can be found on <https://www.usa.gov/state-tribal-governments>. All state agencies in www.usa.gov are included by references.

FEMA Requirements, If Applicable

A non-Federal entity receiving Federal funds, such as a Public Assistance award to restore a damaged building, must comply with the conditions attached to the grant. A non-Federal entity must comply with the procurement requirements imposed by Federal law, executive orders, and Federal standards and regulations, as these exceed the authority over non-Federal requirements, such as local or state procurement standards to the extent they conflict with Federal requirements. A non-Federal entity must not make any award or permit any award at any tier to parties listed on the government-wide exclusions in the System for Award Management (SAM), which can be found at www.sam.gov. In response to this requirement, PCA requests that Form J in TAB 4 be signed and dated.

Responsibility to Know and Follow State and Local Laws

It is the responsibility of the Vendor and Member to be sure all state purchasing laws/requirements are met in the jurisdiction where they are operating.

All Local Governments, Municipalities, Counties, K-12 Schools, higher education, state and federal agencies may use this contract when awarded. Each jurisdiction is subject to its own and members' requirements. The use of this contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity) between the Awarding Agency and PCA Member.

All Vendors shall also be familiar with Arizona Statutes and shall adhere to these requirements under this contract when working in Arizona, and adhere to other state's statutes, as appropriate.

PCA Members are responsible for ensuring that they are NOT engaged and doing business with any contractor doing business with those individuals, entities or countries sanctioned by the U.S. Government. Effective February 1, 2017, each new PCA contract for the procurement of goods or services includes a clause that requires the contractor to certify that the contractor does not have scrutinized business operations with any countries sanctioned by the U.S. Government. Also, if the contractor subsequently does business in/with a country that is sanctioned by the U.S. Government, the contractor will immediately notify the PCA Member.

Some federal agencies require certifications from contracted primary and sub-tier vendors that conform to the Cybersecurity Maturity Model Certification (CMMC) and other requirements, as mandated by the U.S. Department of Defense (DOD) under FAR Clause 52.204-21, NIST Special Publication 800-171 per the Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7012 (3, 4, and 5).

If successful in being awarded a contract, Vendor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by local authorities having jurisdiction. Vendor is responsible for verifying compliance with local authorities having jurisdiction prior to commencing work. All documents prepared, along with manufacturer's data sheets and spec sheets, shall be submitted for review and approval by authorities having jurisdiction.

Specific applicable sections of federal and state statutes, procedures, or regulations, as well as local requirements, may be added as a Supplemental Contract or on the Purchase Order being issued under this contract as deemed necessary and jointly agreed to by PCA Member and Awarded Contractor.

USMCA and PCA Contracts

Known in the United States as the United States–Mexico–Canada Agreement (USMCA); in Canada, it is officially known as the Canada–United States–Mexico Agreement (CUSMA) in English and the *Accord Canada–États-Unis–Mexique* (ACEUM) in French; and in Mexico, it is called the *Tratado entre México, Estados Unidos y Canadá* (T-MEC).

USMCA allows the United States, Mexico and Canada to contract to buy and sell goods and services. The uniqueness of any contract or how it may be procured is not specified under the provisions of the treaty. It is therefore left to the laws of each of the signatories. Contracts can be accessed through PCA if the U.S., Mexican or Canadian entity involved has the statutory authority and requests its use.

Several Canadian provinces have written into their Joint Powers Statutes the ability for their agencies to exercise mutual joint powers and cooperative agreements. Similarly, the Government of Mexico, its departments and agencies, may be able to sign an intergovernmental contract with PCA for the use of PCA contracts. An intergovernmental contract is not required by PCA or State of Texas.

U.S., Canadian and Mexican entities will know their own contracting requirements and laws governing the use of PCA contracts and the purchasing and the expenditure of funds by their individual agencies.

Future trade agreements replacing, modifying, or superseding USMCA may also be used when ratified, as allowed by the signatories.

INTRODUCTION

PCA Membership

PCA Awarding Agencies which are agencies of the state of Texas may enter into agreements with governmental entities of other U.S. States, U.S. Territories, Canada and Mexico as allowed and approved by their laws and local jurisdictions. All entities wishing to join PCA to access PCA contracts must know their federal, state and/or local requirements.

A government agency that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive quotes for the purchase of products and services.

By using PCA, eligible entities can provide the legally required competition for contracts of commonly purchased products and services, thereby saving the individual entity the time and cost of performing the procurement process. This PCA Contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract.

PCA Membership is open to public and private schools including independent school districts and charter schools, education service centers, colleges, universities, municipalities, counties, political subdivisions, federal agencies, other governmental agencies, and non-profit entities, throughout the United States and its territories that follow local governing authority allowing them to utilize contracts procured by PCA and administered by Awarding Agency, pursuant to the *TEX. GOV'T. CODE §791, Interlocal Cooperation Act*, and *TEX. LOCAL GOV'T. CODE, Chapter 271, Subchapter F*, and similar statutes in other states.

Vendors are responsible for signing up Members with PCA. Members benefit by having a multi-year contract and by saving the time and expense of developing solicitations and evaluating responses from numerous vendors.

The specific scope of work for each purchase order shall be determined in advance and in writing directly between the Member and the Vendor.

Financing of PCA

There is no PCA membership fee to join PCA. The total cost of the PCA program is funded through an administrative fee paid by Vendors based on a percentage of Vendor gross sales, less expenses for special insurance, taxes, etc. or as otherwise stated in the contract. The Vendor pays the applicable administrative fee to PCA as progress payments are received, if applicable, or upon receipt of final payment.

PCA will provide limited oversight in assisting Vendors in marketing to PCA Members, training (education), and provide, at a minimum, an annual review of each Vendor. These services will be paid for out of the administrative fee. PCA will not market or sell directly for Vendors.

Purchasing Process Using PCA Contracts (Reference "Records Retention" and "Right to Review, Audit and Inspect" in Terms and Conditions)

Contracts are awarded by PCA's Awarding Agencies' Board of Directors following open competition in compliance with all applicable Texas procurement rules and regulations.

PCA Members send their Purchase Orders, with the PCA Contract Number referenced, directly to the Vendor. The Vendor delivers products/services to the Member and then invoices the Member. The Vendor sends monthly reports, listing current active purchase order details; and projects/purchases under discussion but not yet approved.

When invoiced payments are received by Vendor/Contractor, the administrative fees are paid to PCA with copies of relevant P.O.s, work orders, or other authorized documents. If monies are received for progress payments or open purchase order payments, administrative fees based on those receipts are also paid to PCA at the time of receipt. At the conclusion of purchase or service when Final payments for open purchase orders are paid, the admin fee is paid and monthly report states final payment.

PCA also requests its Members to send a completed copy and any updates, change orders, work orders, that have been issued to the contracted Vendor for PCA records. PCA does not need to approve them. All purchasing negotiations and bids are decided between the Member and the Vendor/contractor with the Contract Number noted on all approved, and signed purchase documents. Online purchases and web purchases need to be copied and forwarded to pcamerica@pcamerica.org.

Copies of purchase orders and other approved work or purchase documents are part of due diligence as extensions of the awarded contract and allow the Member entity to pass audits. It is in the interest of both parties to have all purchasing documents properly issued; including the contract number noted on the documents, with proper signatures/approvals and dates. PCA is not responsible for sales or loss of monies that have not been properly allocated for purchase under State and/or Federal Laws.

Maximum Annual Aggregate of the Contract

In compliance with *TEX. GOV'T. CODE §2269.403(b)*, PCA is establishing the maximum annual aggregate contract price for each of the contracts awarded pursuant to this solicitation for the PCA cooperative program at \$30 million in aggregate per Member per year. The amount may be increased at each of the contract renewal periods or at the request of the Vendor or Member and based upon project requirements. Please contact PCA for the template and instructions for contract amendment requests.

TAB 2 - INSTRUCTIONS TO VENDORS

To qualify for evaluation, a proposal must be submitted on time and must materially satisfy all mandatory requirements identified in this solicitation. Vendors must follow the format instructions detailed below in preparing their proposals.

Vendors shall submit proposals electronically in the Bonfire system. The Vendor is responsible for supplying the company legal name, the DBA ("Doing Business As") if different from legal name, names of authorized representatives, and contact information in their response for the purpose of receiving notices, changes, addenda or other critical information.

Electronic Solicitation Response and Submission

PCA uses the Bonfire Interactive Ltd eProcurement system for submitting responses to solicitations. **PCA will no longer accept hardcopy responses for any solicitations.**

Questions regarding the Bonfire application will be answered by Bonfire support personnel. Questions regarding the solicitation will be published on Bonfire and an email will be forwarded to all potential submitters who have downloaded the solicitation. Further instructions are available on the Solicitations Tab at the PCA website www.pcamerica.org or in the Messages area in Bonfire. **Questions can be submitted up to five (5) days in advance of the deadline.**

Vendors are responsible for reading and understanding the entire solicitation and to fully inform themselves as to the terms, conditions, requirements and specifications of this solicitation before submitting a response. Failure to do so will be at the respondent's own risk. The law makes no allowance for errors of omission or commission on the part of the respondent; furthermore, the respondent cannot secure relief on the plea of error or ignorance concerning any requirement included in the solicitation.

Responses may be uploaded, replaced, corrected, etc. until the deadline indicated in this solicitation at which time the software will lock down the responses and no further changes or uploads may be made.

All signature documents are found in Tab 4. All documents must be signed by a company representative who is authorized to enter into contracts on behalf of the entity. The person signing the forms must also enter a printed, legible copy of the signature and indicate his/her title along with signature. Responses received without proper signature may not be considered. Electronic signatures will be accepted. Vendors should retain photocopies for their files. Failure to submit any document or information requested as part of the solicitation may result in the rejection of the entire response.

NOTE: Vendors are responsible for making sure, when using Electronic Signatures, that the signatures are transferring to the documents being uploaded into Bonfire. There have been problems with some Electronic Signatures not appearing on .pdf files that have been uploaded into the Bonfire eProcurement System.

Neither Purchasing Cooperative of America nor the Awarding Agency will be responsible for technical difficulties that respondent may encounter when submitting documents electronically unless the problem is with the PCA website and/or Bonfire and uploading is not possible. Respondent must inform PCA immediately of any upload problems. The problem will be researched and notice will be placed on the website of resulting advice. If the problem cannot be fixed quickly, a deadline extension (addendum to the solicitation) may be issued and posted on the website for download and inclusion in submittal.

PCA reserves the right to query respondent(s) concerning minor discrepancies within their submittal. Exceptions to the Terms and Conditions of the contract will be discussed with the respondent and decisions to accept or reject will be considered during the review process.

PCA and Awarding Agency assume no financial responsibility for any costs incurred by Vendors in developing and submitting a response or any amendments or addenda, participating in pre-proposal meetings, in any negotiation session or discussions, or any costs incurred by Vendors pursuant to this solicitation.

Vendors that are not awarded a contract may make a written request for a meeting to discuss their submittal.

Required Format

Vendor is responsible for ensuring that PCA has the appropriate legal company name, a DBA ("Doing Business As") if one is used, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

Vendors shall submit responses with the RFP # and Title located in the heading on the left margin on all uploaded pages. Company Name shall be in the heading on the right margin.

Uploaded documents must be in .pdf format.

There are Six (6) tabs to be used in response to the solicitation. Respondent shall upload responses into the appropriate TAB. Responses should be direct, concise, complete, and unambiguous.

Required Tabs

A copy of the entire solicitation has been provided in Bonfire for those Vendors who wish to be able to review the whole solicitation at one time without downloading individual Tabs. However, when responding to the RFP, submit documents in the following manner.

Tabs 1, 2, and 3 have been combined in Bonfire to facilitate download and upload for Vendor response. Download and Read. After reading, upload in Bonfire submission area as one complete document under Tab 1-3. This action confirms that Vendor has read Tabs 1-3.

Tab 1-Notice of Intent

Tab 2-Instructions, Definitions and Evaluation.

Tab 3-Contract Terms and Conditions.

Tabs 4, 5, and 6 require Vendor response for Evaluation Committee to review. (1) Download; (2) Review, Sign and Date Forms; (3) Create response(s) to upload for each tab; (4) .pdf documents; (5) Upload required information for review under each individual tab.

Tab 4-Signature Forms and Vendor Questionnaire/Company Profile. When questions have been answered and all required signatures are in place, upload signature pages and completed Form L as one complete .pdf document. Form L and some requested informational documents may need to be uploaded separately due to size of response. Upload under Tab 4.

Tab 5-Scope and Specifications. Evaluation of submission will be based on the information submitted in answer to the scope and specifications supplied in Tab 5. Create submission that includes description of the products and/or services provided by your company and upload under Tab 5.

Tab 6-Pricing. Pricing and Discounts are required in order to be considered for award. Provide pricing for products and services as requested or stated in Tab 6. If company supplies Online or Catalog pricing, access to the catalog or online service must be provided for Evaluation Review along with any discount information. Create submission and upload under Tab 6.

Large Document Submissions

Bonfire restricts individual documents larger than 1,000MB. Documents larger than the requirement will need to be segmented into smaller sizes and uploaded as separate documents. For large catalogs, Vendor in their submission may direct the Evaluation Committee to a website where the current catalog resides. If sign-in and passwords are required, Vendor must supply this information in the submission and have it active for the evaluators to access.

Addendum(s) to this Solicitation

In the event that any changes to this solicitation occur subsequent to the issuance of the original solicitation, the changes or corrections to this solicitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original solicitation or any previous addendum. Each addendum will be made available to all entities on Bonfire. PCA will attempt to notice all entities that are known to have received a copy of this solicitation. However, PCA assumes no responsibility for ensuring that all Vendors receive notification. It is the respondent's responsibility to check the website for any possible addendums to this solicitation prior to finalizing their submission.

Purchasing Cooperative of America, acting on behalf of the PCA Awarding Agency, is the sole authority for the issuance of any addendum related to this solicitation.

Each addendum notification must be signed by Vendor's authorized representative and be uploaded into TAB 4. **If an addendum is issued, (1) read and/or download; (2) respond as necessary with proper signature(s); (3) create .pdf; (4) upload to Tab 4 in Bonfire.**

DEFINITIONS

In this solicitation and in the Contract, the following terms shall have meaning as follows:

PCA Awarding Agency - an agency of the State of Texas. All Awarding Agencies are considered members of PCA and as such, are available for using PCA contracts.

Purchasing Cooperative of America ("PCA") – a national cooperative purchasing program managing and administering innovative contracts administered by an Awarding Agency of the State of Texas.

Member(s) – including non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, local, state, federal, and other governmental entities and agencies throughout the United States and its territories that follow local governing authority allowing them to utilize contracting vehicles procured by PCA and administered by Awarding Agency, pursuant to the *TEX. GOV'T. CODE §791*, Interlocal Cooperation Act, and *TEX. LOCAL GOV'T. CODE, Chapter 271*, Subchapter F, and similar statutes in other states.

Administrative Fee ("Admin Fee"/ "Fee") – the fee paid by Vendors with awarded contracts to fund the total cost of the cooperative program. The Fee must be included in the Vendor's price (as overhead, for example) and will not be issued as a separate line item in any invoice issued to Members. Vendors must pay the Fee within thirty (30) days of the completion of any Purchase Order unless the project has progress payments in which case, the Vendor is required to pay the Fee in proportion to progress payments within thirty (30) days of the monthly report.

Best Price – Vendor's best price offered to all governmental, cooperative or retail customers.

Best Value – the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. 'Best Value' includes multiple parameters, including experience, references, quality of Vendor's products/services, and price.

Bidder, Resident and Non-resident – “Resident bidder” is a person/entity whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. “Non-resident bidder” is a person/entity who is not a resident of Texas. See *TEX. GOV'T. CODE §2252.001*.

Bonfire – The software application of choice for PCA is Bonfire when soliciting RFPs, RFQs, etc.

Contract – the entire agreement between the parties. (See Tab 3 - Contract Terms and Conditions)

Contract, Addendum – wording added to the original contract that was omitted, whether by mistake or by necessary change. For example, an addendum might be added to a contract to change a date or add detail regarding delivery of goods or pricing.

Contract, Amendment – a minor permanent change in a contract; i.e., a correction of an error, an addition to, deletion from, or correction or modification of an existing contract.

Contract, Supplemental – a separate, additional contract entered into between a Member and Vendor to further define the level of service and/or product requirements over and above the minimum defined in the Contract and the solicitation, including, without limitation, invoice requirements, ordering requirements, on-campus service, specialized delivery, discounted pricing, etc. Additional scope, specifications, and/or requirements agreed to by the Member and the Vendor, may be put in a Supplemental Contract or on a Purchase Order/Job Order.

Contractor – a seller/provider of goods/services; the entity/person responding to this solicitation and person(s) / entity(ies) to whom a contract has been awarded by an Awarding Agency; see Vendor.

Days – calendar days, unless specified as business days. The following are recognized holidays: Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. It is up to the Vendor to recognize holidays in the states and jurisdictions in which they work.

Delivery Order – document that defines the scope of services to be performed for the Purchase Order; specific to service contracts.

Hours, Premium – the hours not included in Regular Hours or Federal holidays. Premium Hours must be approved by the Member for each Delivery Order and noted in the Job Order Response as a line item during negotiations; overtime. Applies to Job Order Construction-type work.

Hours, Regular – the hours between 7 a.m. and 6 p.m. Monday thru Friday.

Disadvantaged Business Enterprise – local, state or Federal designation to businesses that have been deemed to be “historically under-utilized businesses” (HUB); including but not limited to VOSB (Veteran Owned Small Business), MWBE (Minority- and Women-Owned Business Enterprise), and SBE (Small Business Enterprise).

IDIQ – “Indefinite Delivery Indefinite Quantity” contracts that provide for an indefinite quantity of goods/services for a fixed term. Awards are usually for base years and option years.

Job Order Contracting (JOC) -

Job Order Response – a document prepared by the Vendor and sent/given to the Member that includes line item estimates for work to be performed; specific to Job Order Contracting-type projects.

Material Safety Data Sheet (MSDS) – labeling and documentation of hazardous materials.

Procurement – buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any materials, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Purchase Order (PO) – the Member's written approval for the Vendor to proceed with the negotiated Delivery Order. Special terms and conditions agreed to by Vendor and Member may be added as addendums (supplemental contract) to the PO, including such items as requirements concerning certificates of insurance and small or disadvantaged business goals.

Responsive Vendor – person, company, firm, corporation, partnership or other organization who submits a response which conforms in all material respects to the solicitation document.

Scope of Work (SOW) - the specific work that has been agreed to be undertaken and accomplished by Vendor for the Member via the Purchase Order.

Solicitation – Various formats including invitation to bid (ITB), request for technical offers (RTO), request for proposals (RFP), request for qualifications (RFQ), or other invitation or request by which a Vendor is invited to participate in a procurement.

Specifications – a description of physical or functional characteristic, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Term – the then-current Term of the Contract, whether an initial term or a renewal term.

Value Add – other products/services provided by the Vendor that are adjunct to this solicitation that would be beneficial to Members.

Vendor – a seller/provider of goods/services; a Vendor responding to this solicitation or Vendor(s) to whom a contract has been awarded by the Awarding Agency; also, a PCA Awarded Contractor.

Vendor, Responsible – Vendor having adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the products/services listed herein.

Vendor's Key Staff Members - staff critical to the quality, implementation, and successful support and execution of the contract. Vendor's Key Staff Members typically include the Corporate Officer in charge of the PCA Contract, Purchase/Delivery Order Manager/Business Manager, and Marketing Manager.

EVALUATION

Timetable

The timetable shown below will be followed for this solicitation. This table is only an estimate and may vary, especially in the case where an addendum is issued.

Activity	Date
Advertised – 1 st Time	Thursday, December 18, 2020
Advertised – 2 nd Time	Monday, December 28, 2020
Pre-Proposal Meeting (Must RSVP)	Tuesday, December 29, 2020
Final Date for Questions	Monday, January 18, 2021 Noon 12:00
Proposals Due	Thursday, January 21, 2021 11:00 a.m.

PCA will hold a pre-proposal meeting for this RFP. This meeting is not mandatory. Check the schedule for date and time, then RSVP to pcamerica@pcamerica.org at least 24 hours prior to the meeting date. You have 2 options: (1) come to the PCA Houston office or (2) join the meeting via GoToMeeting or similar application. If you choose the GoToMeeting option, PCA will send you the login information.

Proposal Review and Contract Award or Non-Award notices will be issued as soon as practical or within 30 days of submittal.

Award of Contract

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined, per review by the Evaluation Committee, to be the best value to PCA Members. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

Competitive Range, If Applicable

It may be necessary for PCA to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range will be deemed unacceptable and will not receive further award consideration.

Deviations and Exceptions to Requirements

Deviations to the Contract or exceptions to the Terms and Conditions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified.

Clarification and/or Discussions

During the review process PCA may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between PCA and Vendor can only take place after the deadline receipt of proposals. PCA reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. PCA will not assist the Vendor in the revision or modification of its proposal nor will PCA assist the Vendor in bringing its proposal to the same level of other proposals received by PCA.

No Guarantee of Quantities

Awarding Agency/ PCA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this solicitation and the resulting contract(s), if any. Awarding Agency /PCA makes no guarantee or commitment of any kind regarding usage of any contract(s) resulting from this RFP.

Disadvantaged Business Enterprise Certification

Awarding Agency/PCA encourages the use of HUB, MWBE, VOSB, and SBE companies, both as prime and subcontractors. Subcontractors must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE, VOSB and SBE participants.

Some PCA Members have specific goals for HUB requirements and will require that a plan be presented by the prime contractor to meet their goals. Vendor shall indicate in their response to this solicitation whether or not they are a Historically Under-utilized Business (HUB), Minority and Women's Business Enterprise (MWBE), Veteran Owned Small Business (VOSB), and Small Business Enterprise (SBE) Participation, etc.

and with whom they are certified; e.g., Local, State, or Federal. **Failure to submit the certificate of the awarding entity will result in the Vendor not receiving credit for the HUB, MWBE, VOSB, and SBE status during evaluation.**

PCA Compliant with 2 C.F.R. § 200.321 in the Support of Small and Disadvantaged Businesses

In addition to full and open competition, non-Federal entities must take all necessary affirmative step to assure that "...Disadvantaged businesses, women's business enterprises, and labor surplus area firms..." are used when possible. Awarding Agency/PCA is familiar with and knowledgeable about 2 C.F.R. § 200.321 and can demonstrate throughout this solicitation and in due diligence documentation that PCA has taken the following "6 affirmative steps" procuring and awarding contracts. (1) PCA places Small and Disadvantaged Businesses on the solicitation lists; (2) Small and Disadvantaged Businesses are solicited as potential contract awards; (3) using the services of the SBA and MBDA as appropriate to identify Small and Disadvantaged Businesses as potential responders of PCA solicitations; (4) Direct Vendors and Members to create delivery schedules that encourage participation by Small and Disadvantaged Businesses; (5) Where legal and practical and economically feasible, Vendors and Members may divide their total purchase and/or service requirements per 2 C.F.R. § 200.321. HUB companies earn an additional point during Evaluation Committee review of solicitation responses; and (6) requiring prime contractors using subcontractors to take the "6 affirmative steps." See paragraph titled "Subcontractors, If applicable, in Tab 3 – Contract Terms and Conditions

Because PCA is compliant with 2 C.F.R. § 200.321, PCA Members are also in compliance. The PCA Member may require verification of the Vendor's or their subcontractor's HUB status. PCA allows Members to negotiate with the Vendor they are dealing with to use HUB subcontractors in order to meet their HUB goals.

Formation of Contract (Execution of Offer)

A response to this RFP is an Offer to Contract with Awarding Agency based upon the terms, conditions, scope of work, and specifications contained in this solicitation. A solicitation and the Vendor response do not become a contract unless and until a contract is awarded by the Awarding Agency's approving Board, Council or other Authority.

Interpretation

This solicitation represents the basis for any contract award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Proposals should be self-explanatory and should not require any clarification or additional information.

Non-Collusion Statement

Vendors are required to certify the Non-Collusion Statement in the Signature Forms Tab 4. Vendors are required to state the party submitting a response; that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agree, directly or indirectly, with an entity or person, to submit a sham response or to refrain from responding and has not in any manner, directly or indirectly, sought by contract or collusion, communication or conference, with any person, to fix the proposed price or of any other Vendor; or to fix any overhead, profit or cost element of said proposed price, or of that of any other Vendor; or to secure any advantage against PCA/Awarding Agency or any person interested in the proposed contract; and that all statements in said response are true.

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

Open Records Policy – Texas Public Information Act

Awarding Agency is an agency of the State of Texas and subject to the Texas Public Information Act. Proposals submitted to PCA as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated.

IMPORTANT: If Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. Awarding Agency/PCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

“Contractor [Vendor] is required to make any information created or exchanged with the State pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.” *TEX. GOV'T. CODE 2252.907.*

Preferences

PCA may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving

PCA may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds. See *TEX. GOV'T. CODE §2252.001-.004.*

Similar Products

Whenever product(s) is(are) referred by PCA in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied, as applicable. The specified product(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

Contract Award / Multiple Awards

Contract awards will be made to the successful respondent(s) for the total line of services submitted based on the criteria set forth within this document. Awarding Agency/PCA reserves the right to award multiple contracts.

Because PCA is a national cooperative, it may be in PCA Members best interests to offer multiple contract awards. Awarding Agency/PCA reserves the right to award multiple contracts for the following reasons:

- 1) Geographic location of offices/services;
- 2) Different offerings, such as product lines;
- 3) 'Value Add' offerings;
- 4) Vendor qualifications/market presence;
- 5) Small businesses and large companies offering quality products/services; and
- 6) Other reasons vendors provide value to PCA membership.

PCA Compliance With Texas DOA Administrator's Reference Manual, Section 17, If Applicable

PCA Compliance with Texas Department of Agriculture (TX DOA) Administrator's Reference Manual (ARM), Section 17 - Compliance with Texas Department of Agriculture requirement 17.74 (dated June 25, 2015) pursuant to USDA Memo SP 12-2016 (dated November 13, 2015) requires the public advertising for

an RFP to include either (1) the detailed specifications and/or technical requirements, and (2) the method and criteria for evaluation OR the location and process to access the information.

Solicitation responses are evaluated per TEC 44.031 and recommendations for contract award(s) are based on the following Evaluation Factors. The detailed specifications and technical requirements are found in the Scope and Specifications section. The location and process to access this information are also contained in the public notice as required.

Evaluation Factors	Point Value
<u>Qualifications</u>	
Products/Services	20
Qualification and Experience	20
Performance Capability	20
Reputation of Vendor (References)	15
Pricing	25
SUBTOTAL POSSIBLE 100 POINTS:	<u>100</u>
<u>Additional Qualifying Points</u>	
'Value Add' Products and Services	7
HUB/MWBE/VOSB/SBE/ISO Certifications	3
GRAND TOTAL POSSIBLE POINTS:	<u>110</u>

**TAB 3 - CONTRACT TERMS AND CONDITIONS
CONTRACT BETWEEN**

CITY OF O'DONNELL, TEXAS ("PCA AWARDING AGENCY")

AND

Proforce Marketing, Inc. dba Proforce Law Enforcement

(VENDOR's full name including aka or dba if applicable)

FOR

**Fire, Safety, Security, Surveillance, Equipment,
Service and Related Items**

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-337-21 issued by Purchasing Cooperative of America ("PCA") ("Cooperative") and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term "Contract," as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent's entire response to the solicitation;
- Respondent's Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor's response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor's response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to the Awarding Agency/PCA, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the PCA Member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise. This supplemental contract may be added to the PCA Member's purchase order.

Exceptions from Item Specification or Contract Terms and Conditions

Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions or any of the item specifications must be clearly noted in detail by the respondent at the time of submission of the response. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the respondent's submittal will hold the respondent accountable to the Cooperative and its Members to perform in strict accordance with all the Contract Terms and Conditions and all the item specifications as written. The respondent should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with their response may place the respondent at a competitive disadvantage or otherwise prevent the Cooperative from considering the response.

If applicable, any deviation from any of the specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the Vendor to the remedies identified in the section of Contract Terms and Conditions entitled "Remedies for Non-Performance of Contract and Termination of Contract" and may jeopardize future business from Awarding Agency and Purchasing Cooperative of America and PCA Members.

Section Titles

The section titles in the Contract Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

Use of Contract by PCA Members; Addition of New Members

Vendor agrees and understands that this solicitation and Contract may be used to accomplish work for both current and future PCA Members. *TEX. GOV'T. CODE §2269.407*. It is the responsibility of Vendor to bring new Members wishing to utilize their products and services into the Cooperative.

Multiple Contract Awards;

In accordance with *TEX. GOV'T. CODE §2269.406*, PCA/Awarding Agency reserves the right to award multiple contracts under the solicitation, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of PCA. Because PCA is a national cooperative, it may be in PCA Members' best interests to offer multiple contract awards. PCA reserves the right to award multiple contracts for the following reasons: 1) Geographic location of offices/services; 2) Different offerings, such as product lines; 3) 'Value Add' offerings; 4) Vendor qualifications/market presence; 5) Small businesses and large companies offering quality products/services; and 6) Other reasons Vendors provide value to PCA membership.

Non-Exclusivity

Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to PCA Members. During the Term of this Contract, PCA Members reserve the right to use

all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

Vendor Protest/Appeal Procedure

PCA has a written Vendor Protest/Appeal Procedure that is published on the PCA website at www.pcamerica.org/faqs. The format protest/appeal must be in writing, present a precise statement of the relevant facts, identify the specific issue(s) to be resolved, and present arguments in support of the protest.

Negotiations

PCA shall determine which responses are in the competitive range and/or are reasonably susceptible of being selected for award. Responses not in the competitive range may not be further evaluated. Responses in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that PCA decides to conduct negotiations, notice shall be provided to each Vendor whose response is being considered for award. This notification may identify, in general terms, the elements or factors upon which PCA intends to base its negotiations.

Vendors will not be assisted, in any way, to bring their responses up to the level of other responses through discussions. During the course of negotiations, no Vendor's technical response or pricing shall be revealed to any other Vendor or to any other person who is not involved with the evaluation process. PCA will also not indicate to Vendor a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Vendors' responses or prices.

Best and Final Offer

PCA in its sole discretion, may request all responses in the competitive range to submit a Best and Final Offer. Vendors must submit their Best and Final Offers in writing. If Vendor does not respond to the request for a Best and Final Offer, then that Vendor's most recent offer will be considered to be its Best and Final Offer.

No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of the Awarding Agency, is an independent contractor, and is not an employee, agent, joint venture, or partner of any PCA Member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between the Awarding Agency, PCA and Vendor, any PCA Member and Vendor, PCA, Awarding Agency and any of Vendor's agents, or any PCA Member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of PCA, the Awarding Agency or any PCA Member, and PCA, Awarding Agency and PCA Members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that Awarding Agency, PCA, its employees, agents, Board of Directors, Council, other Authority, administration, and PCA Members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

Amendment(s) To This Contract Between Awarding Agency/PCA and Vendor

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's estimate or quote, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the PCA Member and Vendor.

No amendment of this Contract shall be permitted or shall have any effect unless and until a written amendment to this Contract is approved and executed by PCA.

Term of Contract; Renewal of Contract

The initial Term of this Contract is for a period of one (1) year, with PCA having the option to renew the Contract for four (4) additional one-year terms, at Purchasing Cooperative of America's sole discretion. See *TEX. GOV'T. CODE §2269.409*. Consequently, the total Term of the Contract may be for a period of five (5) years. All of the renewals take place automatically unless the awarded contractor/vendor is notified otherwise 30 days prior to the date of renewal. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

PCA reserves the right to award contract(s) to a Vendor for a longer initial term period if it is determined to be in the best interest of the Awarded Agency and/or PCA Membership.

Upon mutual written agreement of both parties, this contract may be extended beyond the expiration of the contract time period.

Vendor Assignment of Contract to Others

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of PCA. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of PCA and, if applicable, the PCA Member.

Compliance with Laws – Federal, State, Local and Other Recognized Governments

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable:

- *Federal Agencies may incorporate by reference the Federal Acquisition Regulations (FAR and DFAR) sections that are appropriate to their project requirements*
- *All contracts made by the non-Federal entity under a Federal award must contain the appropriate provisions of 2 CFR, Part 200 – Appendix ii*
- *Workers' compensation laws*
- *Minimum and maximum salary and wage statutes and regulations, including prompt payments*
- *Licensing laws and regulations*
- *Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5). When required or requested by a PCA Member, Vendor shall furnish PCA Member with satisfactory proof of Vendor's compliance with this provision with a "certified payroll". It is the Member's obligation to inform the contractor of this requirement and note it in the Purchase Order.*
- *Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5)*
- *Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60)*
- *Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330 / 29 CFR Part 5)*
- *McNamara-O'Hara Service Contract Act (41 U.S.C. 351)*
- *Section 306 of the Clean Air Act (42 U.S.C. § 1857.h.)*
- *Section 508 of the Clean Water Act (33 U.S.C. § 1368)*
- *Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15),*
- *Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85)*
- *Mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).*

For Arizona Purchase Orders under this contract:

- *AZ 34-607 as revised, will apply, and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Members*

- *Arizona "Cancellation or Conflict of Interest" A.R.S. 38-511*
- *Records Retention: School Code R7-2-1083 by A.R.S. 35-214 and 35-215*
- *All Vendors shall comply with A.R.S. 41-4401 and 23-214(A) "Federal Immigration and Nationality Act" (FINA) as well as all federal laws when working in Arizona, while these requirements are for Vendors wishing to work with Arizona School Districts, Vendors shall also meet the jurisdictional requirements of other states as appropriate.*
- *A.R.S 15-512(H) provides for fingerprinting for contractors and subcontractors, and Vendors to be fingerprinted where frequent or regular services are performed on school grounds (similar to Texas requirements).*

All States:

- *For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the PCA Member at cost as part of the Purchase Order, unless the permits are provided by the PCA Member.*
- *Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the Member's Purchase Order or Job Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.*
- *The states of individual PCA Members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements.*

Additional DFAR Federal Security Requirements for PCA Members and Awarded Contractors

Some federal agencies require certifications from contracted primary and sub-tier vendors that conform to the Cybersecurity Maturity Model Certification (CMMC) and other requirements, as mandated by the U.S. Department of Defense (DOD) under FAR Clause 52.204-21, NIST Special Publication 800-171 per the Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7012 (3, 4, and 5).

PCA contracts allow federal agencies the ability to have a supplemental contract that meets their additional requirements; and these additional requirements would take precedent with total project/contract control with that agency. Sub-tier companies working on those projects have to be certified. Universities working under the above contract certifications will be required to have the appropriate certification level(s); this includes the university's sub-tier contractors.

If Vendor has received or is seeking certification, provide a copy of the certification, showing the date awarded and the level (1 thru 5) that your firm qualified for. See Form L – VENDOR QUESTIONNAIRE, #15.

Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Vendor's industry equally and are not actions taken solely against the Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither PCA nor PCA Members will be responsible for any costs incurred by a Vendor because of the Force Majeure event unless the PCA Member has requested, in writing, that the Vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section, in the event the Vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the Cooperative shall have the option to terminate this Contract. Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the PCA Member's rights as provided elsewhere in this contract.

Governing Law and Exclusive Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving Awarding Agency must be brought exclusively in the state and federal courts located in County of Awarding Agency, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute not involving Awarding Agency but involving a PCA Member and Vendor shall be governed by the laws of the state of the Member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the Member.

Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS AWARDING AGENCY, PCA, AND EACH PCA MEMBER, INCLUDING MEMBERS' DIRECTORS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY AWARDING AGENCY, PCA OR THE MEMBER.

Non-Appropriation "Funding Out" Clause

Renewal of this Contract, if any, will be in accordance with *TEX. LOCAL GOV'T. CODE §271.903* concerning non-appropriation of funds for multi-year contracts. Other states may have similar statutes. Notwithstanding any other provision of this Contract or obligation imposed on any Member by this Contract, Members shall have the right to terminate any Supplemental Contract, Purchase/Delivery/Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of any Member if it is determined by any Member, at their sole discretion, that there are insufficient funds to extend any Supplemental Contract, any Purchase/Delivery/Job Order. If the Member does not budget to fund the contract, the Member cannot then get the products or services elsewhere.

The parties agree that this Contract, any Supplemental Contract, any Purchase/Delivery/Job Order are commitments of the current revenue of PCA Member only.

Notice

Any notice provided under the terms of this Contract by one party to another party shall be in writing and shall sent by hand-delivery, by certified or registered mail, return receipt requested, or by email.

Contract Notice shall be deemed effective upon receipt. Electronic signature is legal and acceptable.

Notification of Material Change in Vendor Operations

Vendor is required to notify Purchasing Cooperative of America of any material change in operations, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within **three (3) business days** of such change.

Change Orders, if Applicable

Pursuant to *TEX. EDUC. CODE §44.0411(a)*, for PCA Members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Job Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the PCA Member may approve change orders making the changes. The total Job Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The PCA Member may grant general authority to an administrative official to approve the change orders. A Job Order with an original contract price of \$1 million or more may not be increased under *TEX. EDUC. CODE §44.0411(a)* by more than twenty-five percent (25%). If change orders for a Job Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than twenty-five percent (25%) of the original contract price. If a Job Order requires additional fee above this percent then a new purchase order must be used specifying the "new" requirements

Fees and Permits, If applicable

All fees, expenses, and permits required by any Member in the completion of contracted work or for products delivered are the sole responsibility of the Vendor. It is the responsibility of the Vendor to obtain and pay for all relevant permits required by any organization regarding any work being done or product being delivered under this Contract.

Equal Opportunity; Equal Employment Opportunity (EEO) Disclosures

It is the policy of PCA/Awarding Agency not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), gender (except where based on a bona fide occupational qualification) or race, color, religion, national origin or ancestry, handicapping condition, marital status, political affiliation or belief, or veteran status. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Vendor is, and during the Term will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). **Applicable ONLY to federally assisted construction contracts:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

A final, non-appealable judgment by a court of competent jurisdiction under which Vendor was proven to discriminate in violation of this Section will constitute Vendor's material breach of this Contract, whereupon PCA/PCA Awarding Agency may terminate this Contract.

Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on PCA Members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on PCA Members' property.

Subcontractors, If Applicable

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to the PCA Member for all acts and omissions of the subcontractors.

Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Awarding Agency/PCA, PCA Members and any such subcontractor, nor shall it create any obligation on the part of PCA Members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

Prime contractors must be familiar with and knowledgeable about 2 C.F.R. § 200.321 and be able to demonstrate that they took the "six affirmative steps" when selecting subcontractors. **See paragraph titled PCA Compliant with 2 C.F.R. § 200.321 in the Support of Small and Disadvantaged Businesses.**

Insurance, If Applicable

Vendor is required to provide PCA Member with copies of certificates of insurance, naming the Member as additional insured for Texas Workers Compensation and General Liability Insurance, **within 14 business days** of contract award and prior to the commencement of any work under this Contract. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which Member is located and shall be acceptable to the Member. Vendor shall give Member a minimum of **ten (10) days'** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below.

If a PCA Member in a state other than Texas has higher insurance requirements than those listed below, then such may be added to the Purchase Order or Job Order. Such insurance is to be provided at the sole cost of the Vendor.

These requirements do not establish limits of Vendor's liability.

Specialty insurance, such as "marine insurance", if required for a Purchase Order, may be listed as a line item and passed through to the Member.

All policies of insurance shall waive all rights of subrogation against PCA Members, and Members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to PCA Members. The Member, if requested, shall be named as an "additional insured" on insurance policies. The PCA Member reserves the right to require additional insurance should the PCA Member deem additional insurance necessary, in their sole discretion.

Minimum insurance requirements:

- | | |
|--|-------------------------|
| • Automobile Liability Coverage: Combined Single Limit, each accident/any auto | \$1,000,000 |
| • Commercial General Liability, each occurrence | \$1,000,000 |
| Damage to Rented Premises, each occurrence | \$50,000 |
| Medical Expenses, any one person | \$5,000 |
| Personal and Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products-Comp/Op Aggregate | \$2,000,000 |
| • Umbrella Liability, each occurrence | \$1,000,000 |
| Excess Liability, aggregate | \$1,000,000 |
| • Workers Compensation | state's statutory limit |
| Employers' Liability, each accident | \$1,000,000 |
| E.L. disease-each employee | \$1,000,000 |
| E.L. disease-policy limit | \$1,000,000 |

Performance and Payment Bonds, if Applicable

Vendor agrees to provide performance bonds and/or payment bonds, as required by law, based on the amount or estimated amount of any Purchase Order or Job Order, as applicable. *TEX. GOV'T. CODE §2269.411*. Pursuant to *TEX. GOV'T. CODE §2253.021*, a performance bond is required if a Job Order is in excess of \$100,000 for PCA Members that are governmental entities subject to *Chapter 2253*; a payment bond is required if a Job Order is in excess of \$25,000 for PCA Members that are governmental entities subject to *Chapter 2253* and are not municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22*, and a payment bond is required if a Job Order is in excess of \$50,000 for PCA Members that are governmental entities subject to *Chapter 2253* and are municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22*. Other states may have similar statutes.

Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Please list Bond Rate.

Expenditures for all bonds shall be a pass-thru to the Member (with no additional administrative cost) and reconciled at the end of each project.

Customer Support

Vendor shall provide timely and accurate technical advice to Awarding Agency and PCA staff and Members. Vendor shall provide reasonable training to PCA staff and PCA Members regarding products/services supplied under this contract by the Vendor, at no additional charge, upon request.

Members' Property

In the event of loss, damage, or destruction of any property owned by or loaned by a PCA Member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall to the extent such loss, damage, or destruction is caused by Vendor or Vendor's representative, agent, employee or contractor, indemnify PCA Member and pay to the PCA Member the full value of or the full cost of repair or

replacement of such property, whichever is greater, within **thirty (30) days** of Vendor's receipt of written notice of the PCA Member's determination of the amount due. If Vendor fails to make timely payment, the PCA Member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by the PCA Member.

Website Support

Vendor agrees to cooperate with PCA in publicizing contract information on the PCA website. Vendor also agrees to work with PCA in updating and maintaining current information on Vendor activities related to the Contract on the PCA website.

Vendor agrees to provide an electronic version of its logo for use on the PCA website upon request and provide other information as reasonably requested by PCA to help ensure that the PCA website is current and consistently updated.

Vendor agrees to promote its PCA contract by prominently displaying the PCA logo on its website with a link to the PCA website at www.pcamerica.org.

Promotion of Contract Marketing Plan

The marketing of Vendor's company, products and/or services shall be the sole responsibility of Vendor. PCA may supply Vendor with the PCA Members List that contain name, address, phone numbers, and/or email addresses. Members have primary responsibility for knowing the requirements for PCA Membership in the jurisdictions in which they operate. PCA will work with Vendors and Members to complete the PCA Membership process. Other items geared toward the joint-marketing of PCA and Vendor's company and its products/services shall be at PCA's sole discretion.

For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the PCA seal in its marketing materials, including, but not limited to, Vendor's website and related marketing materials. Vendor shall submit all promotional materials to PCA and obtain written approval before Vendor finalizes or publishes promotional material bearing the PCA name or seal. Vendor may not release any press release or other publication regarding this Contract or PCA unless and until PCA first approves the press release or publication in writing.

PCA will work with the Vendor in presenting the Cooperative to perspective Members in support of the awarded contract.

Encouraging Members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of Vendor's awarded contract.

Ordering Procedures

Purchase Orders, including PCA contract number and title, are issued by the Member to the Vendor according to this Contract and any supplemental contract between the Vendor and Member. Vendors and Members must also send copies of Purchase Orders to PCA, unless otherwise stipulated by PCA. PCA may request confirmation of receipt of the Purchase Order from Vendor.

Invoicing Procedures; Payments

Packing Lists or other suitable shipping documents for products must accompany each shipment and must identify

- (a) the name and address of the Vendor,
- (b) the name and address or delivery location of the receiving entity,
- (c) the Purchase Order Number, and

- (d) detailed descriptive information identifying the item(s) delivered including quantity, item number, product code, item description, number of containers, etc., as appropriate.

Vendor shall submit invoices, in duplicate, directly to the Member at the appropriate location(s) specified by the Member. Each invoice shall include the Member's Purchase Order Number and PCA contract number. All invoices shall be itemized to include the type of product(s) purchased and/or service(s) rendered. Vendor shall submit invoices in a timely manner during the Member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of the Member's receipt shall be made available upon request by Member.

Member will make **payments directly to Vendor**. Member placing the Purchase Order or Job Order with Vendor shall alone be liable and/or responsible for payment for products and/or services ordered and must be invoiced directly by Vendor. In any case, payment will be made only after satisfactory delivery and acceptance of services/products in good order, including the necessary documentation indicated above, and only after receipt of an accurate invoice from the Vendor including the necessary information indicated above.

Members will not be held responsible for any products delivered or invoiced without a valid current Purchase Order stating the PCA contract number and title.

Neither PCA, Awarding Agency nor any other Member shall be liable for the indebtedness of any other Member.

TEX. GOV'T. CODE §2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by PCA Member whose governing body meets only once a month or less frequently, within **forty-five (45) days** after the later of the following:

- (1) the date Member receives the products and services under the Contract;
- (2) the date the performance of the service under the Contract is completed; or
- (3) the date Member receives an invoice for the products or service.

For Members whose governing bodies meet more often than once a month, payments are due by those Members within **thirty (30) days** after the later of the following:

- (1) the date Member receives product(s) under the Contract;
- (2) the date the performance of the service under the Contract is completed; or
- (3) the date Member receives an invoice for products or services.

Vendor agrees to pay any subcontractors the appropriate share of the payment received from Member not later than the **tenth (10th) day** after the date the Vendor receives the payment from Member.

The exceptions to payments made by Member and/or Vendor listed in *TEX. GOV'T. CODE §2251.002* shall apply to this Contract.

Job Order Contracting/Construction Only – New Products

New Products and pricing, or non-pre-priced, will be handled as defined in the UPB (Unit Price Book).

Sales and installation of proprietary new technology, software and equipment may be accomplished by taking the manufacturer's published retail price on equipment and installation and applying the contractor's bid coefficient and local cost index.

Engineering Services

Those companies submitting and doing work in Texas may NOT provide Engineering Services via this contract per *TEX. GOV'T. CODE §791*. In Texas, if engineering or architecture is required, the selection for such professional services shall be made by the PCA Member per Texas law. Vendors working in other states shall follow the requirements of those jurisdictions.

Title and Risk of Loss, If Applicable

Whenever a PCA Member is purchasing (and not leasing) a product under this contract, title and risk of loss shall pass upon the later of Member's acceptance of the product or payment of the applicable invoice.

Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all products/services provided by the Vendor to Awarding Agency and/or PCA Members under this Contract. These records and accounts shall be retained by Vendor and made available for review by Members for a period of **not less than seven (7) years (some jurisdictions require 5)** from the date of completion of the service(s), receipt of product(s), the date of the receipt by the Member of Vendor's final invoice or claim for payment in connection with this Contract, or the date Member makes final payments and closes pending matters in connection with a federal grant, whichever is later.

If an audit or contract compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

Monthly Vendor Reporting

Vendor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA. Reports are due on the **fifteenth (15) day of the month**, after the close of the previous month and shall provide information regarding Purchase Orders and Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all Members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order with scheduled start and completion date, Purchase Order number, Member name, city/town, and Purchase Order total dollar amount. The monthly report shall also include an overview of pending projects and purchase/job orders.

After a PCA Member signs a Purchase Order, the awarded Vendor shall submit a copy of the Purchase Order and/or supplemental agreement, if any, to PCA along with the mandatory monthly report with any change orders made prior to project completion.

Reports shall be submitted in Excel format to Purchasing Cooperative of America at P.O. Box 604, Hico, Texas 76457, or electronically to Reports@pcamerica.org. The Monthly Report Form is at www.pcamerica.org on the Forms Tab. Copies of signed purchase orders and supplemental contracts shall be turned into PCA along with the Monthly Report.

Administration Fee

- The PCA Administrative Fee stated in the solicitation will be based on total sales made through this Contract.
- Vendor shall honor and pay the Administration Fee for any sales resulting from this Contract that occurred within **thirty (30) days** at the completion of on-going work.
- Vendor shall pay PCA the contracted fee for monthly progress payments and/or at project completion within **thirty (30) days**.
- Failure to pay the Administrative Fee in a timely manner may result in Vendor's breach of this Contract and may result in suspension or termination of this Contract.
- In the event that Vendor's contract expires or is terminated, Vendor agrees to pay the Administrative Fee for any projects extending beyond the expiration or termination date as those Purchase/Delivery/Job Orders received prior to the expiration or termination are completed within **thirty (30) days** of the project or purchase order close out.

- Vendor must maintain a good record for compliance under the contract, timely reporting, and prompt payment of Administrative Fees.
- Vendor shall make the check payable to "Purchasing Cooperative of America"; and send check to Purchasing Cooperative of America, P.O. Box 604, Hico, TX 76457.
- If convenient for the Vendor, the check may be mailed with the monthly report

The Administrative Fee for this solicitation is two (2) percent, unless otherwise stated in Tab 6 Pricing.

Additional Fees and Reporting Information

Some states and other government/non-profit agencies require an additional fee to use another state's or agency's contracts in their jurisdiction. If an additional fee is requested and Vendor agrees, Vendor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA as a requirement under *Section 791 of the Texas Government Code*. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements. Some non-Texas Governmental Jurisdictions do not require an Interlocal Governmental Contract and may join PCA without one by signing up on line.

If this contract is adopted by another cooperative or entity, the Awarded Contractor (Vendor) for this contract is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative's Members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.

Vendor Review

Awarding Agency and Purchasing Cooperative of America desire to provide quality Vendors with its Cooperative program. Vendor must maintain a good audit record for:

- compliance under the contract
- timely activity reporting, and
- prompt payment of Administrative Fees

Right to Review, Audit and Inspect

Awarding Agency /PCA, PCA Members, any federal agency that has awarded federal funds/grant(s) to Member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records shall be open to inspection and audit review and/or reproduction to the extent necessary to adequately permit evaluation and verification of:

- a) Vendor's compliance with this Contract and the requirements of the solicitation.
- b) Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for Awarding Agency or Members.
- c) Compliance with provisions for computing billings to Members.
- d) Any other matter related to this Contract.

Supplemental Contracts

The PCA Member and Vendor may enter into a separate, supplemental contract per purchase order. Any supplemental contract developed as a result of this Contract and/or the RFP is exclusively between the PCA Member and Vendor and shall have no effect or impact on Awarding Agency, PCA, any other PCA Member, or this Contract. Any supplemental contract between Vendor and PCA Member may be subject to immediate cancellation by the PCA Member (without penalty to the PCA Member) if, in the opinion of the PCA Member, the quality, service, specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental contract. Copies of all supplemental agreements and purchase orders shall be sent to PCA by the Vendor as part of this contract. See "Compliance with Specifications and Contract" for further information in Tab 5.

Tax Exempt Status

All PCA Members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under *TEX. TAX CODE §151.310* for the purchase of tangible personal property. Laws of other states govern the tax status of PCA Members in these other states. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. PCA Members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor is responsible for complying with all States' tax laws of states in which they work and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold Awarding Agency /PCA and the PCA Member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers Compensation, shall be the sole responsibility of Vendor.

Sales Tax-Texas Only

Upon request, each Member will provide a Tax Exemption Certificate to the Vendor. Texas government entities are public jurisdictions that are exempt from Texas sales, excise, and use taxes. Unless otherwise specified in this solicitation, Texas sales tax will not be included in any delivery order or purchase order or invoice submitted by any Vendor unless the Vendor has requested a Texas Sales Tax Exemption Certificate from the Member in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this solicitation, the respondent agrees to accept tax exemption information in such form.

IRS Request for Taxpayer Identification Number and Certification, W-9

To receive payment under this Contract, Vendor shall have a current IRS W-9 Form on file with the Member.

Other States' Tax Requirements

Payment of taxes by PCA Members Outside of Texas – PCA Members outside of Texas will pay only the rate and/or amount of taxes per the purchase order sent to the Vendor as appropriate to the specific PCA Member.

State and Local Transaction Privilege Taxes – The PCA Member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole

responsibility of Vendor, as the seller, to remit. Failure to remit taxes from the PCA Member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Waiver

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

Participation in PCA Program

Vendor acknowledges and agrees that continued participation in the PCA Cooperative Program is subject to PCA's sole discretion and that Vendor may be removed from the Program at any time, with or without cause, in PCA's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order.

Nothing in this Contract or in any other communication between PCA and Vendor may be construed as a guarantee that PCA Members will submit any Purchase Order to Vendor at any time.

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase/Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

Remedies for Non-Performance of Contract and Termination of Contract

Should the participating PCA Member suspect or find that the Contractor or any of its subcontractors are not in compliance, PCA Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

This Contract shall remain in effect until

- (1) Contract expires by its terms.
- (2) For Convenience: PCA may terminate this Contract, in whole or in part, without penalty and without cause, by giving (30) days written notice of such termination to contractor.
- (3) For Cause: Awarding Agency may terminate this contract if Contractor fails to perform as agreed or is not performing to the standards expected by PCA Member and PCA.
- (4) The Contract is terminated by mutual consent of PCA and Vendor with thirty (30) days' written notice. All active purchase orders must be completed.

Awarding Agency /PCA further reserves the right to terminate the Contract immediately in the event Vendor fails to:

- (1) Meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase/Job Order;
- (2) Make any payments owed; or
- (3) Otherwise perform in accordance with this Contract and/or the RFP.

PCA reserves the right to terminate the Contract immediately, with written notice to Vendor, if PCA believes, in its sole discretion that it is in the best interest of Awarding Agency or PCA Members to do so.

Vendor agrees that Awarding Agency/PCA shall not be liable for damages in the event that Awarding Agency/PCA declares Vendor to be in default or breach of this Contract and/or the solicitation. In the event of a breach or default of the Contract and/or the solicitation by Vendor, Awarding Agency reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of Awarding Agency PCA Members.

New Texas Government Code for Work Done in Texas (as needed by Vendor and Member)

For contracts entered into on or after January 1, 2016, *Texas Government Code Chapter §2252.908 (H.B. 1295)* provides that a Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency.

The Texas Ethics Commission (Commission) has adopted a certificate of interested parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirements, including rules and filing information, are available on the Commission's website at the following links:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Awarding Agency /PCA is not a business entity under this law (*1 Tex. Admin. Code 46.3(b)*). However, PCA Vendors may be business entities and may, for certain purchases and contracts with PCA Members, be required to file disclosures under Texas Government Code Chapter 2252. It is Vendor's responsibility to determine the applicability of, and comply with, all disclosure laws including Chapter 2252. Disclosure will not be handled by Awarding Agency administration on behalf of PCA Member.



RFP # 337-21

Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

PROPOSAL

Manufacturer Scope/Specifications -- Manufacturer Discount Proposal
Offered to the Purchasing Cooperative of America and its Members

Proforce Law Enforcement is a major distributor of law enforcement firearms and equipment, managing retail and trade of premier products throughout the United States. Our company sells exclusively to law enforcement agencies, individual officers, active and retired military professionals, security personnel, medical first responders and fire professionals. Immediately below is a summary of key corporate information.

Legal Name: Proforce Marketing, Inc. DBA Proforce Law Enforcement
Status: Arizona Corporation (Since 2001)
Business Address: 2625 Stearman Rd., Ste. A, Prescott, Arizona 86301
Email Address: sales@proforceonline.com
Website: www.proforceonline.com
Telephone: 928-776-7192
Facsimile: 928-445-3468

Effective January 1, 2021, Proforce is an authorized dealer for supplies manufactured by all companies listed below, in the territories identified. The discounts offered are % discounts off Manufacturer Suggested Retail Price (MSRP) effective at the time any quote is requested from an agency. Upon request, particularly where a manufacturer does not publish an MSRP price list, Proforce will obtain proof from a manufacturer that a quote is in compliance with the discount offered. The MSRP pricing is subject to change, per the Manufacturer, without notice. The discounts listed are only minimum discounts, and Proforce may offer pricing at a substantially greater discount, depending on the product, if available. Proforce is committed to offering competitive contract pricing to all PCA Members throughout the life of its contract.

All items offered fall under NIGP Codes 257 and 680, and are value added to the contract.

Shipping costs are included. Taxes are excluded. All manufacturer warranties included and available upon request.

For quotes, all PCA Members can send quote requests to: sales@proforceonline.com.

See accompany pages for manufacturers, authorized territories and pricing.

Prescott, Arizona
Corporate Office & Support Center
2625 Stearman Road, Suite A. • Prescott, AZ 86301
Phone (928) 776-7192 • Fax (928) 445-3468

Brea, California
Law Enforcement/Fire & Military Store
655 Berry Street, Suite H • Brea, CA 92821
Phone (714) 257-9095 • Fax (714) 257-9076

PCA *Purchasing Cooperative of America*

June 6, 2023

Proforce Marketing, Inc. dba Proforce Law Enforcement
Amanda Cronkhite, Contract Specialist
2625 Stearman Rd Ste A,
Prescott, AZ 86301
sales@proforceonline.com

Subject: Purchasing Cooperative of America Contract Amendment #13
PCA OD-337-21 Fire, Safety, Security, Surveillance, Equipment, Service & Related Items

Dear Ms. Cronkhite:

We accept your request to change the minimum percent off MSRP for Defense Technology (Def Tech) from 10% to 1-30% off MSRP and allow the charge of shipping on orders lower than \$2,700. This is within the scope of the original RFP.

This request is effective upon the date of this letter.

Please contact us at the following numbers if we can be of service:

Elaine Nichols, Director, Cell (713) 851-1471
Dean Zajicek, Assistant Director, Cell (832) 585-6373

Sincerely,



Dean Zajicek, Assistant Director
Purchasing Cooperative of America

Attachments:

Proforce letter requesting addendum
ProForce discount price list with the territories they are allowed to sell in



March 25th, 2023

Purchasing Cooperative of America (PCA)
elaine@pcamerica.org; pcamerica@pcamerica.org (records)

Re: Amendment #13 Request, PCA OD-337-21 Fire, Safety, Security, Surveillance,
Equipment, Service and Related Items

To Whom It May Concern,

Proforce Marketing, Inc. dba Proforce Law Enforcement (Proforce) was awarded the subject PCA contract to supply Government Agencies and other eligible PCA members with law enforcement firearms and equipment, effective February 1, 2021.

Proforce proposes to change our minimum percent off MSRP for Defense Technology (Def Tech) from 10% to 1-30% off MSRP. The MSRP for the less than lethal launchers Defense Technology manufactures is very close to the cost of the item. In addition to the 1% fee we are paying PCA, this would create a significant loss in profit.

In addition to the above changes we would like to request the ability to charge shipping on orders lower than \$2,700. Defense Technology offers free shipping over that dollar amount. The continued rise in shipping charges is also causing the same problems as stated above.

Respectfully,
Amanda Cronkhite
Contract Specialist
sales@proforceonline.com
928-776-7192

Prescott, Arizona
Corporate Office & Support Center
2625 Stearman Road, Suite A • Prescott, AZ 86301
Phone (928) 776-7192 • Fax (928) 445-3468

Brea, California
Law Enforcement/Fire & Military Store
655 Berry Street, Suite H • Brea, CA 92821
Phone (714) 257-9095 • Fax (714) 257-9076

TAB 4 - SIGNATURE FORMS AND CHECKLIST

This checklist is provided for your convenience. Complete and submit all of the attached forms:

<u>Form #</u>	<u>Form Title</u>
<input checked="" type="checkbox"/>	A. Contract First Page for entering Company Legal Name
<input checked="" type="checkbox"/>	B. Contract Acceptance and Signatures Form Texas Law Requirement: Submitting a signed Contract Acceptance and Signatures Form is required. If this Form is NOT SIGNED, the response will be DISQUALIFIED. B cont'd - Exceptions: This form MUST be filled out if there are ANY EXCEPTIONS to the contract to be considered by Awarding Agency/PCA. Follow the instructions on the form, enter the legal company name, date, and obtain an authorized signature. If there are no exceptions, this form does not need to be signed.
<input checked="" type="checkbox"/>	C. Conflict of Interest Questionnaire
<input checked="" type="checkbox"/>	D. Antitrust Certification Statement
<input checked="" type="checkbox"/>	E. W-9 Request for Taxpayer Identification Number and Certification
<input checked="" type="checkbox"/>	F. Vendor Certification Forms
<input type="checkbox"/>	G1. SB 9 Contractor Certification: Contractor Employees
<input type="checkbox"/>	G2. SB 9 Contractor Certification: Subcontractor
<input checked="" type="checkbox"/>	H. Contractor Certification-Arizona Requirement
<input type="checkbox"/>	I. Bond Letter, If Required
<input checked="" type="checkbox"/>	J. Certification Regarding Debarment, Suspension and Other Responsibility Matters
<input checked="" type="checkbox"/>	K. Addendum(s), If Issued
<input checked="" type="checkbox"/>	L. Vendor Questionnaire and Company Profile

**FORM A TAB 3 - CONTRACT TERMS AND CONDITIONS
CONTRACT BETWEEN****CITY OF O'DONNELL, TEXAS ("PCA AWARDING AGENCY")****AND****Proforce Marketing, Inc. dba Proforce Law Enforcement****(VENDOR's full name including aka or dba if applicable)****FOR****Fire, Safety, Security, Surveillance, Equipment,
Service and Related Items**

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-327-21 issued by Purchasing Cooperative of America ("PCA") ("Cooperative") and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by the Awarding Agency/PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term "Contract," as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent's entire response to the solicitation;
- Respondent's Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor's response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor's response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member

Form B – Contract Acceptance and Signatures

Must be signed at Submission of Proposal

Acceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor’s response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

No Exceptions. In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Awarding Agency will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Company Name: Proforce Marketing, Inc. dba Proforce Law Enforcement

Address: 2625 Stearman Rd., Ste. A

City/State/Zip Code: Prescott, AZ 86301

Phone: 928-776-7192 Email: sales@proforceonline.com

Authorized Company Signature 1/21/2021
Date

Printed Name, Title: Karen M. Berggren, Contract Specialist

Acceptance by Awarding Agency

Term of Contract _____ to _____

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. **Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.**

Awarding Agency Authorized Signature Date

Printed Name: _____

Form B continued – Compliance and Exceptions Form
(fill-out only if there are exceptions)

In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

Awarding Agency/PCA will consider any exceptions indicated below in its contract award decisions.

Awarding Agency /PCA reserves the right to accept or reject any and all responses based on any exception indicated on this form.

List all exceptions your company is submitting (Use additional pages, as necessary).

Signature(s) below are only required if the box is checked and there are exceptions listed above.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

Company Name (Please Print) _____

Authorized Signature: _____

Date: _____

Exception(s) Accepted

Exception(s) Rejected – New Form B must be re-submitted; if not submitted, award will not be recommended.

Exception(s) Partially Accepted – New Form B must be re-submitted with rejected items removed; if not submitted, award will not be recommended.

PCA/Awarding Agency Authorized Signature _____

Date: _____

FORM C – CONFLICT OF INTEREST QUESTIONNAIRE

To comply with TEX. LOCAL GOV'T. CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*, any company that does business with Awarding Agency must fill out a Conflict of Interest Questionnaire (CIQ) **whether or not a conflict of interest exists**.

A conflict of interest exists in the following situations:

- (1) The person has employment or other business relationship with a Member of the Awarding Agency approving Board, Council, or other approving Authority, or with a local government officer listed below or a family Member resulting in the officer or family Member receiving taxable income, and/or
- (2) Your company has given one of the Awarding Agency's local government officers or family Member(s) one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250.00 in the twelve (12)-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with PCA.

IF NO CONFLICT OF INTEREST EXISTS, YOU MUST FILL OUT BOX 1 AND TYPE N/A ON BOX 3 OF THE CIQ FORM, SIGN, AND DATE IT.

Going forward, a Conflict of Interest Questionnaire must be filed within **seven (7) business days** after the company becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">Proforce Marketing, Inc. dba Proforce Law Enforcement</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p>		<p>1/21/2021</p> <p style="text-align: center;">_____ Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

**Form D – Antitrust Certification Statement
TEX. GOV'T. CODE §2155.005**

I affirm under penalty of perjury of the laws of the State of Texas that:

- I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual ("Company") listed below;
- In connection with this proposal, neither I nor any representative of the Company has violated any provision of the *TEX. BUSINESS & COMMERCE CODE, Chapter 15, Texas Free Enterprise and Antitrust Act*;
- In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I further affirm under penalty of perjury of the laws of the State of Texas that:

- The proposal submitted by the Company is genuine and is not collusive or sham;
- The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from responding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other Vendor, or to secure any advantage against Awarding Agency or any person interested in the proposed contract; and
- All statements in Vendor's proposal are true.

<p>Vendor: <u>Proforce Marketing, Inc.</u></p> <p>Address: <u>2625 Stearman Rd., Ste. A</u> <u>Prescott, AZ 86301</u></p> <p>Phone: <u>928-776-7192</u></p> <p>Fax: <u>928-445-3468</u></p>	<p>Company Official Authorizing Response:</p> <p>_____ Signature</p> <p><u>Karen M. Berggren</u> Printed Name</p> <p><u>Contract Specialist</u> Title</p>
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Form E

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Proforce Marketing, Inc.	
	2 Business name/disregarded entity name, if different from above Proforce Law Enforcement	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.). See instructions. 2625 Stearman Rd., Ste. A	Requester's name and address (optional)
	6 City, state, and ZIP code. Prescott, AZ 86301	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																			
	Social security number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> </table> or Employer identification number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:12.5%;">8</td> <td style="width:12.5%;">6</td> <td style="width:12.5%;">-</td> <td style="width:12.5%;">1</td> <td style="width:12.5%;">0</td> <td style="width:12.5%;">2</td> <td style="width:12.5%;">2</td> <td style="width:12.5%;">8</td> <td style="width:12.5%;">7</td> <td style="width:12.5%;">4</td> </tr> </table>									8	6	-	1	0	2	2	8	7	4
8	6	-	1	0	2	2	8	7	4										

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here Signature of U.S. person ▶	Date ▶ 1/1/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Form F – Vendor Certifications Form

Vendor, by completing the signature section at the end of Form F, acknowledges that they have read and understand these provisions, laws, acts, regulations, etc., and certify compliance thereto.

STATE OF TEXAS CERTIFICATIONS**TEXAS FAMILY CODE**

Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993). No sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of a business entity that is 30 days or more delinquent in paying child support under a court order or a written repayment contract is eligible to respond or receive a state contract.

TEXAS FELONY CONVICTION NOTICE

TEX. EDUC. CODE §44.034, Notification of Criminal History of Contractors, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a.) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c.) This section does not apply to a publicly held corporation.

STATE OF TEXAS FRANCHISE TAX

Vendor certifies, by submitting a response to the solicitation, that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

OSHA

Occupational Safety and Health Administration (OSHA). Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this contract. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Awarding Agency/PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

PREVAILING WAGE RATES

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, **TEX. GOV'T. CODE §2258**, applicable to the construction of a public work, and any related federal requirements, including the **Davis-Bacon Act, (40 U.S.C. Section 276a et seq.), and its subsequent amendments.** In the event **TEX. GOV'T. CODE 2258** applies to a product or service provided by Vendor to a Member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the Member. Certified payroll shall apply and must comply with **FEMA** requirements for equipment rentals and expendables. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract, per **TEX. GOV'T. CODE §2258.023. Also, McNamara-O'Hara Service Contract Act (41 U.S.C. 351).**

PROHIBITION ON DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED BY TEXAS

Texas Government Code (Subchapter F), Chapter 2252 prohibits Texas governments from contracting with companies that do business with Iran, Sudan or foreign terrorist organizations; other states may have similar laws.

Texas Government Code (Subchapter F), Chapter 2270, requires companies contracting with state entities to affirm they do not boycott Israel, and forbids Texas agencies from conducting business with companies that do; other states may have similar laws.

By signing this agreement, the Vendor certifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, and (3) will not engage in business with countries or foreign terrorist organizations sanctioned by the state of Texas.

FEDERAL CERTIFICATIONS**ANTI-LOBBYING APPLICABLE TO CONTRACTS, GRANTS, OR AWARDS EXCEEDING \$100,000 IN FEDERAL FUNDS**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Vendors that apply or bid for an award exceeding \$100,000 in federal funds must file the required documentation certifying that it will not and has not 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.** Vendors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", (federal form) in accordance with its instructions.

DOMESTIC PREFERENCE FOR PROCUREMENT - BUY AMERICA PROVISIONS

2 CFR §200.322 encourages Federal award recipients, if appropriate and to the extent permitted by law, to utilize goods, products, and materials produced in the United States (uses the term "should" vs. "must".) The non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. The Vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable.

FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

2 CFR §180 implementing Executive Orders 12549 and 12689. For all contracts paid for with federal funds, Vendor 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. A contract award must not be made to parties listed on the government wide Exclusions in the System for Award Management (SAM). 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.

EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND AWARDS EXCEEDING \$250,000 IN FEDERAL FUNDS

Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Vendor agrees 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).

BAN ON FOREIGN TECHNOLOGY

2 CFR §200.216. Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

FERPA CONFIDENTIALITY

Vendor agrees to cooperate with Awarding Agency/PCA/PCA Member to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor understands that the **Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232(g)**, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

RIGHTS TO INVENTIONS MADE UNDER A FEDERAL GRANTS, CONTRACTS AND COOPERATIVE AGREEMENTS

37 CFR §401.2(a). If a Federal award meets the definition of "funding agreement" under and vendor is 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 and vendor must comply with the requirements of **37 CFR §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.

RECORDS ACCESS AND RETENTION REQUIREMENTS

When federal funds are expended by PCA Members for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in **2 CFR §200.333**. The Vendor further certifies that Vendor will retain all records for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Per 2 CFR §200.336. Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, IF APPLICABLE

40 U.S.C. 3701-3708. Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award, where applicable, by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers. The contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each vendor 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.

TERMINATION FOR CAUSE AND CONVENIENCE IN CONTRACTS IN EXCESS OF \$10,000 FEDERAL FUNDS

Vendor acknowledges that the Member reserves the right to immediately terminate any agreement in excess of \$10,000 in the event of a breach or default of the agreement by Vendor. Termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement is spelled out in the contract between the vendor and the Member. Termination for cause may occur in the event Vendor fails to (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Member also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the Member believes, in its sole discretion that it is in the best interest of the Member to do so. Vendor will be compensated for work performed and accepted and goods accepted by the Member as of the termination date.

Any award under this procurement process is not exclusive and the Member reserves the right to purchase goods and services from other vendors when it is in the Member's best interest.

PROHIBITION ON DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED BY U.S. GOVERNMENT

Vendor is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the **List of Specially Designated Nationals and Blocked Persons (the "SDN List")**, and will not do business with such entities during the term of this contract.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that any/all subcontractors it uses to fulfill the Contract shall also be bound by the foregoing certifications and provisions. Also, Vendor agrees to be responsible for their subcontractors and acknowledge that their subcontractors will be held to the same standards as Vendor.

CERTIFICATION

It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the solicitation, and in the Awarded Contract(s).

Awarded PCA Contract Number(s) _____

Vendor Name: Proforce Marketing, Inc.

Printed Name of Authorized Representative: Karen M. Berggren

Title: Contract Specialist

Signature of Authorized Representative: _____ Date: 1/21/2021

FORM G1 – SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES

Background

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to Awarding Agency that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency and/or the PCA Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by Awarding Agency or an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE §22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under Title 5, Texas Penal Code;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, TEX. CR. CODE ANN.; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of Proforce Marketing, Inc. ("Vendor"), I, the undersigned authorized signatory for Vendor, certify to Awarding Agency that **[check one]**:

None of Vendor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

- Some or all of Vendor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Vendor has obtained all required criminal history record information regarding its covered employees. **None of the covered employees has a disqualifying criminal history.**
 - (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify PCA in writing **within 3 business days.**
 - (3) Upon request, Vendor will provide PCA Member with the name and any other requested information of covered employees so that PCA Member may obtain criminal history record information on the covered employees.

If PCA Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at PCA Member.

I also certify to Awarding Agency on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with TEX. EDUC. CODE, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Signature

Contract Specialist
Title

1/21/2021
Date

FORM G2 – SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR**Background**

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to Member and to the Vendor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

Definitions

Covered employees: Employees of a Vendor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency or other co-op Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE §22.085(a), that is: if, at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under *Title 5, TEXAS PENAL CODE*;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under *Chapter 62, TEX. CR. CODE ANN.*; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with Proforce Marketing, Inc. ("Vendor"), to provide services in connection with the contract between Awarding Agency and Vendor. I, the authorized signatory for Subcontractor, certify to Awarding Agency and Contractor that **[check one]**:

None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

- Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify PCA in writing **within three (3) business days**.
 - (3) Upon request, Subcontractor will provide Awarding Agency with the name and any other requested information of covered employees so that Awarding Agency may obtain criminal history record information on the covered employees.

If a Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at Member.

I also certify to Awarding Agency and Vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE, Chapter 22*. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

	Contract Specialist	1/21/2021
Signature	Title	Date

FORM H – CONTRACTOR CERTIFICATION-ARIZONA REQUIREMENT

Contractor’s Employment Eligibility

By entering into the contract, Contractor warrants compliance with the *Federal Immigration and Nationality Act (FINA)*, and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance proper with the various state statutes where this contract will operate.

Participating government entities including school districts may request verification of compliance from any Contractor or subcontractor performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The Vendor complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the participating entities in which work is being performed.

Fingerprint & Background Checks (Arizona requirement)

If required to provide services on school district property at least **five (5) times** during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or Vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, Vendors and their employees shall not provide services on school district properties until authorized by the District.

The Vendor shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Business Operations in Sudan, Iran

In accordance with *Arizona Revised Statutes* 35-391 and *Arizona Revised Statutes* 35-393, the contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

1/21/2021

Date

FORM I
BONDING LETTER, IF APPLICABLE

FORM J

**INSTRUCTIONS FOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. A signed certification is due upon submittal of an offer and during the annual contract renewal period. A PCA Member may also request and receive a certification prior to purchase of goods or commencement of work.
2. The inability of Vendor to provide the certification below will not necessarily result in disqualification of the Vendor's submittal or non-renewal of the Awarded Contractor's (Vendor's) contract. The Vendor/Awarded Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Awarding Agency's determination whether to award a contract/terminate an existing contract. However, failure of the Vendor to furnish a certification or an explanation shall disqualify such Vendor from being awarded a contract or the Awarded Contractor from renewal of an existing contract.
3. The certification is a material representation of fact upon which reliance was placed when Awarding Agency awards/renews a contract. If it is later determined that the Vendor/Awarded Contractor knowingly rendered an erroneous certification, Awarding Agency may terminate the contract for cause or default.
4. The Vendor/Awarded Contractor shall provide immediate written notice to Awarding Agency per the instructions specified in the Notice paragraph of the Contract Terms and Conditions if at any time the Vendor/Awarded Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Vendor/Awarded Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

1. The Vendor/Awarded Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, or State agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this submittal/renewal had— one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Vendor/Awarded Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 Authorized Company Signature
 Karen M. Berggren, Contract Specialist

 Printed Name & Title

1/21/2021

 Date

FORM K - ADDENDUM(S) IF ISSUED

Addendums, if issued, will be noticed on Bonfire through the www.pcamerica.org website on the Solicitation Tab.

Vendor must download the addendum; have an authorized person acknowledge the addendum by signing and dating; and submit the addendum with the company's submission or proposal.

If the company has submitted their proposal before the notice is posted, the addendum notice must be submitted by email to pcamerica@pcamerica.org.

FORM L - VENDOR QUESTIONNAIRE AND COMPANY PROFILE

1. Certification of Residency-TEXAS

TEX. GOV'T. CODE § 2252.002, PCA "...may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract (1) in the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer." This requirement does not apply to contracts involving federal funds. TEX. GOV'T. CODE § 2252.004.

"Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority Owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a Texas resident. TEX. GOV'T. CODE § 2252.001.

City and state of Vendor's principal place of business: Prescott, Arizona

Vendor is a Texas "resident bidder" OR a "non-resident bidder" X

a) Does your "resident state" require bidders whose principal place of business is in Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? Yes No

b) What is the prescribed amount or percentage? \$ OR %

2. Which best describes Vendor's position in the distribution channel, if applicable:

- Manufacturer direct
Certified education/government reseller
Authorized distributor
Manufacturer marketing through reseller
Value-add reseller
Other:

3. Check all states and territories where Vendor intends to pursue work, even states where you are not currently licensed. Note: Licenses must be obtained before commencement of work

- All States
Arizona
Arkansas
Alabama
Alaska
California
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas - see below also
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

- All U.S. Territories
- American Samoa
- Fed. States of Micronesia
- Guam
- Midway Islands
- Northern Mariana Islands
- Puerto Rico
- U.S. Virgin Islands

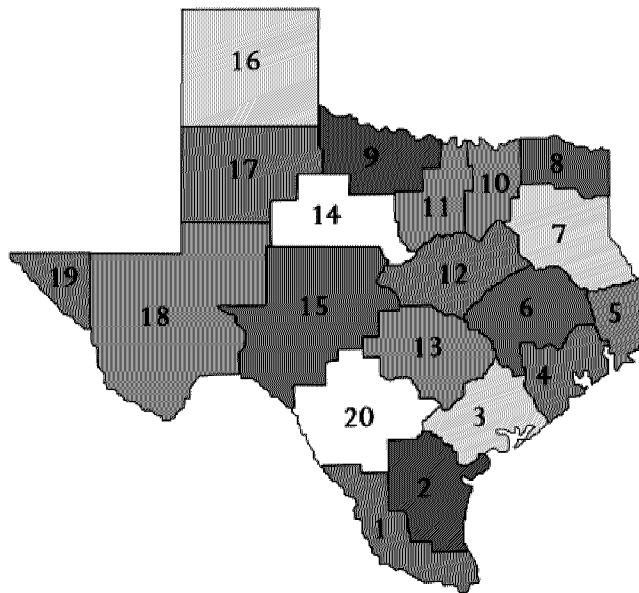
USMCA

- Canada
- Mexico

Texas Education Service Center Area (see map next page)

- All ESCs
- ESC 1
- ESC 2
- ESC 3
- ESC 4
- ESC 5
- ESC 6
- ESC 7
- ESC 8
- ESC 9
- ESC 10
- ESC 11
- ESC 12
- ESC 13
- ESC 14
- ESC 15
- ESC 16
- ESC 17
- ESC 18
- ESC 19
- ESC 20

Texas Education Service Center Areas Reference Map



Special Noticing Requirements of Other States

Pursuant to certain state notice provisions, including but not limited to *Oregon Revised Statutes Chapter 279A.220*, and similar laws in other states, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with PCA and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for responses for purposes of complying with the procedural requirements of said statutes. Lists of political subdivisions and local governments in the above referenced states/districts may be found at <https://www.usa.gov/state-tribal-governments>.

4. Company Profile. Provide:

a) Official company registered name: _____
Proforce Marketing, Inc. dba Proforce Law Enforcement

b) Company's Dun & Bradstreet number and rating: 16-324-2196

c) Company's federal tax identification number (EIN): 86-1022874

d) Number of years company has been in the business described in this solicitation: 20

e) Organization chart. Available upon request.

f) Total number of full-time employees: 33

g) Corporate office location: 2625 Stearman Rd., Ste. A Prescott, AZ 86301

h) Location(s) of sales/service offices in the state(s) relevant to this solicitation. Include name of key contact and contact information:
Retail Stores located at Prescott, AZ location and in Brea, CA.

External sales/in-person available as needed in the following States: Curtis Wheeler (AK, ID OR, MT, WA); Gregg McClung (CA); Jim Halstead (AZ, NM, NV); Michael Hagy (TX, OK)
Ralph Salas (FL); Rick Plotke (CO, UT, WY)

i) Description of company's relevant market and company's position within it.

Top industry tier for law enforcement equipment, firearms and ammunition.

j) If you do not provide a Dun & Bradstreet rating in (b), Company agrees to provide the following financial information, if requested, at any point during the procurement process, before or after contract award:

- If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year.
- If private, Company's audited financial statements for the latest fiscal year, if available.
- Company's failure to provide financial information may impact a potential contract award.

k) Supply your company logo a high-resolution format such as ".eps" OR ".jpg" to be used on the PCA website.

5. References – Required

Provide references from at least three (3) customers, preferably governmental entities, that Vendor has provided services to **in the last three years**. Vendor may supply a letter from a company on company letterhead, including contact information.

PCA reserves the right to contact the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Name: Rick VanKeuren

Company: Arizona Department of Public Safety

Address: Phoenix, AZ

Contact phone number(s): 928 - 210 - 9049

Email: rvankeuren@azdps.gov

Approximate revenue, last three (3) years: Over \$2 Million

(2) Name: Shannon Reyes

Company: Maricopa County AZ

Address: Phoenix, AZ

Contact phone number(s): 602 - 876 - 6687

Email: shannon.reyes@phoenix.gov

Approximate revenue, last three (3) years: Over \$1 Million

(3) Name: Aaron Burt

Company: Sacramento Police Dept.

Address: Sacramento, CA

Contact phone number(s): 916 - 808 - 7574

Email: aburt@pd.cityofsacramento.org

Approximate revenue, last three (3) years: _____

(4) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(5) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

6. **Insurance** - All contracts require proof of insurance; for the purposes of this solicitation, the certificate holder is Awarding Agency /Purchasing Cooperative of America.

a) State Vendor's insurance provider: *See attached.

b) Provide appropriate documentation to demonstrate compliance with the Insurance Requirements in the Terms and Conditions.

7. **Accounting**

a) Define company's standard terms of payment. *Net 30 days, unless otherwise negotiated.

b) Discuss the invoicing options company offers and the payment terms for each.

8. **Provide company drug testing policy/plan.** *See attached.

9. Quality Assurance/Quality Control Program (QA/QC Plan) **If Not Applicable, initial here** X

If QA/QC Plan is required or necessary, Vendor(s) shall submit an updated QA/QC Plan within 14 calendar days of award and prior to commencement of any work.

The Plan shall:

- a) Detail the day-to-day supervision of work, provide documentation of deficiencies and corrective actions, note subcontract or compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and Member's staff.
- b) Give an overview of the company's customer service department, including hours of operation, number of service centers, etc. Describe company's procedures to monitor the quality of its customer service and products.
- c) Describe company's support procedures. Detail the estimated timeframe from a Member's request to when support is provided and completed.

10. Marketing Plan - All contracts require a marketing plan *Marketing plan available upon request. Vendor shall provide a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to customers/Members and efforts to educate potential PCA Members. The plan should explain how the marketing department will interface with Vendor's management team and Vendor's customers and PCA Members.

11. Corporate Resources and Commitment - Construction ONLY **If Not Applicable, initial here** X

Corporate resources and commitments are important as indicators of the respondent's commitment and ultimate success. Vendors must include the following information in their responses:

- a) Has a corporate officer been assigned to the program? Yes No
- b) Does the corporate officer understand his role in providing the resources necessary for the program? Yes No
- c) Does corporate understand the need for prompt payment of subcontractors? Yes No
- d) Does the company have business procedures and a business manager assigned to this program that will conform to the solicitation? Yes No
- e) Has corporate made a commitment to work with small and disadvantaged businesses within the local community? Yes No
- f) Has the company committed the people long-term to this program for continuity? Yes No
- g) Does corporate acknowledge PCA's Member's right to proposed changes in key personnel and to reserve the right to remove Vendor personnel for any reason? Yes No

12. Warranty Information, if Applicable **If Not Applicable, initial here** _____

- a) Length of standard warranty on parts/equipment/materials Manufacturer's Warranties Included
- b) Length of standard warranty on installation/service N/A
- c) Does Vendor provide extended warranties and/or maintenance contracts at an additional cost to Members? No X Yes _____

- If so, the extended warrantee maintenance contract must be submitted as a separate line item.
- d) Is warranty coverage dependent on any specific requirements? No _____ Yes _____
If yes, explain.
 - e) If Vendor's product(s) is/are deemed defective, what is the replacement process and turnaround time? Proforce facilitates warranty replacement
 - f) Does Vendor provide a quality guarantee on its product(s)/service(s)? Yes X No _____
If so, provide a description. Per manufacturers.

13. ISO Certification - If "Yes" Vendor must provide a copy of the ISO certification letter(s).

Vendor is ISO certified: Yes No

14. HUB, MWBE, VOSB, SBE, etc. Participation - Vendor must provide a copy of letter(s) or certificate(s) for Due Diligence requirements.

Vendor is certified: Yes No

If Yes, state the certification(s) here: _____

Some PCA Members have specific goals for use of HUBs, etc., including subcontracting requirements, and will require that a plan be submitted to meet their goals. See *TEX. GOV'T. CODE, Chapter 2161*.

State percentage of Vendor's business with HUB/WMBE/SBE subcontractors: _____%

15. CMMC If Not Applicable, initial here N/A

Provide a copy of the Cybersecurity Maturity Model Certification (CMMC), if applicable.

16. Awards/Certificates/Licenses

- a) List environmental, social or industry standards awards or recognition Vendor has received. Provide documentation.
- b) Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which Vendor can provide products/services.
- c) List company and staff certifications and licenses that may be brought to this cooperative program.

17. Company Delivery Policy. State fully your delivery terms and conditions, including:

- a) Minimum order for free delivery
- b) Carriers, own trucks or common carrier (FedEx, UPS, USPS, etc.)
- c) Delivery time and fill rate
- d) Establish delivery schedule(s), where the requirement permits, which encourage participation by Small and Disadvantaged Businesses (2 C.F.R. § 200.321)

18. Freight, Deliver, Inspection & Acceptance, if applicable. If Not Applicable, initial here X

19. Provide company safety plan, if applicable. If Not Applicable, initial here X

20. Provide Subcontracting Plan, if applicable. If Not Applicable, initial here X

21. Provide Safe and Secure Plan, if applicable. **If Not Applicable, initial here** X

22. List all other cooperative contracts currently held by Vendor:

COOPERATIVE NAME – DISCOUNT OFFERED – EXPIRATION DATE Check here, if none
NASPO, TX BuyBoard

23. Company Contact Information. **Vendor must keep the following information up-to-date.**

If awarded a contract, please supply a person to contact when answers to administrative questions are required. E-mail pcamerica@pcamerica.org with changes as they occur.

ADMINISTRATIVE SUPPORT SERVICES – Please supply the contact who will be responsible for Monthly reporting, payment of admin fees, website updates, etc.:

Contact Person: Karen M. Berggren Title: Contract Specialist

Company: Proforce Marketing, Inc. dba Proforce Law Enforcement

Address: 2625 Stearman Rd., Ste. A

City: Prescott State: AZ Zip Code: 86301

Phone: 928-776-7192 Cell: N/A

E-mail: sales@proforceonline.com

SALES AND MARKETING CONTACT PERSON – Please supply a contact who can assist with sales and marketing questions, fees & monthly report questions, member lists, etc.:

Contact Person: Andrew Dargue Title: Marketin Lead

Company: Internal

Address: Same as above.

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

E-mail: _____

24. If awarded a contract, an award packet will be mailed to facilitate a “kick-off” orientation either by meeting at the PCA office, online meeting, or by phone conference. This contact will be responsible for receiving the award packet and if necessary, distributing the content to those who will need the information provided. The contact person will receive email information regarding setting up orientation dates and times and will make sure PCA has the names, email addresses, phone numbers for those who will attend the orientation(s). Provide contact information for the person who will receive the award packet:

Printed Name of Person to Contact: Mark Salazar

Address: 2625 Stearman Rd., Ste. A

Prescott, AZ 86301

Phone #: 928-776-7192 Email: sales@proforceonline.com

PROFORCE LAW ENFORCEMENT - DISCOUNT PRICE LIST

PCA OD-337-21

Fire, Safety, Security, Surveillance, Equipment, Service and Related Items

Products available include all Law Enforcement designated products, per individual manufacturer.

Proforce is authorized to sell to agencies only in the states listed with the manufacturer, per dealer agreements, effective 3/1/2021.

Manufacturer	Description	States Available	MIN % OFF MSRP*
3M/PELTOR (3M/PLR)	Equipment	Unlimited	1%
AIMPOINT (AIM)	Equipment	Unlimited	20%
AGUILA (AGU)	Ammunition	Unlimited	20%
AMERIGLO (AMG)	Equipment	Unlimited	1%
AXON (Taser)	Equipment	AK, AZ, CA, CO, ID, MT, NM, NV, OR, TX, UT, WA, WY *Major Cities Chief, County Sheriff, and State Highway Patrol need to go direct with Axon for purchase*	1-5%
BAYCO/NIGHTSTICK (BCF)	Equipment	Unlimited	1%
BERETTA (BTA)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY	1%
BENELI (BEN)	Firearms	UNLIMITED	1%
BIANCHI (BIA)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	30%
BLACKHAWK (BHP)	Equipment	Unlimited	39%
BLADE-TECH (BLD)	Equipment	Unlimited	1%
BLUE GUN (BLG)	Equipment	Unlimited	1%
BURRIS (BRS)	Equipment	Unlimited	1%
COLT (CLT)	Firearms	Unlimited	14%
CONDOR (CON)	Equipment	Unlimited	1%
CZ (CZU)	Firearms	Unlimited	1%
DANIEL DEFENSE (DDI)	Firearms	Unlimited	1%
DEF TECH (DEF)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY Free Shipping over \$2,700	1-30%
DJI DRONES	Equipment	Unlimited	0-10%
EOTECH (EOT)	Equipment	Unlimited	11%
FN USA (FNM)	Firearms	Unlimited	1%
GEMTECH (GEM)	Firearms	AZ, CA, CO, HI, ID, MT, MN, NM, NV, OK, OR, TX, UT, WA, WY, WI	1%
GLOCK (GLK)	Firearms	AZ, CA, CO, NM, NV, UT, WY	10%
GLOCK ACCESSORIES (GLK)	Equipment	Unlimited	10%
GOULD & GOODRICH (G&G)	Equipment	Unlimited	1%
HECKLER & KOCH (H&K)	Firearms	Unlimited	1%
HOLOSUN (HLS)	Equipment	Unlimited	1%
INFORCE (INF)	Equipment	Unlimited	1%
KIMBER (KMB)	Firearms	Unlimited	17%
L3 Harris (L3H)	Night Vision	Unlimited	1-10%
LEUPOLD (LEU)	Equipment	Unlimited	23%
LYMAN (LYM) (PACHMAYR, MARK 7, TACSTAR, A-ZOOM, TRIUS, BUTCH'S, TARG-DOTS)	Equipment	Unlimited	1%
MAGPUL (MPI)	Equipment	Unlimited	20%
MOSSBERG (MOS)	Firearms	Unlimited	26%
OSS (OSS)	Firearms	Unlimited	8%
OTIS (OTI)	Equipment	Unlimited	1%
PELICAN (PEL)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
PEPPERBALL	Equipment	AZ, CA, CO, ID, NM, NV, MT, OR, OK, TX, UT, WA, WY	2-18%
POF (POF)	Firearms	Unlimited	24%
REMINGTON AMMO (REM)	Ammunition	AZ, NM	1%
REM ARMS (RAL)	Firearms	AK, AZ, CA, CO, HI, ID, MT, NV, NM, OK, OR, TX, UT, WA, WY	27%
RUAG/AMMOTEC (RGA) (NORMA, SWISS P, ETC)	Ammunition	Unlimited	1%
RUGER (RUG)	Firearms	Unlimited	25%
SAFARILAND (all brands) (SFL)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY	10-30%
SIG SAUER (SIG)	Firearms	AZ, CA, CO, ID, MT, NM, NV, OR, TX, UT, WA, WY	11%
SILENCERCO (SCO)	Firearms	Unlimited	1%
SIONICS (SNC)	Firearms	Unlimited	15%
SMITH & WESSON (S&W)	Firearms	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY, TX, OK	25%
SPETZGEAR (SPZ)	Equipment	Unlimited	1%
SPRINGFIELD (SPG)	Firearms	Unlimited	11%
STACCATO (STI)	Firearms	Unlimited	1%
STREAMLIGHT (SLI)	Equipment	Unlimited	35-45%
STRIKE INDUSTRIES (SID)	Equipment	Unlimited	1%
SUREFIRE (SUF)	Equipment	Unlimited	5-30%
TARAN TACTICAL (TTI)	Equipment	Unlimited	1%
TRIJCON (TRJ)	Equipment	Unlimited	8-26%
ULTIMATE TRAINING MUNITIONS (UTM)	Ammunition	Unlimited	10%
UNDER ARMOUR (UND)	Equipment	Unlimited	1%
US PEACEKEEPER (USB)	Equipment	Unlimited (shipping not included - must get shipping quote from mfg)	1%
VORTEX OPTICS (VTX)	Equipment	Unlimited	1%
WRAP TECHNOLOGIES (WRP)	Equipment	AZ, AK, CA, CO, FL, ID, MT, NM, NV, OR, OK, UT, WA, WY, TX	16-28%

Shipping included. Manufacturer warranties included. Excludes taxes, where applicable. Sales@proforceonline.com

*MSRP or similar pricing identified by manufacturer at time of order.



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 6.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Bernardo Iniguez, Director of Public Works/Facilities
SUBJECT: **RESOLUTION APPROVING AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF NEW POLE LED LIGHTING AT JOHN ANSON FORD PARK**
DATE: January 8, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution approving an agreement with ABM Electrical & Lighting Solutions, Inc. formerly known as ABM Industries Inc. for the purchase and installation of new LED lighting for a total amount not to exceed \$249,909.48;
2. Authorize the City Manager to execute the agreement and approve change orders that may be necessary during construction to cover any unforeseen condition in an amount not to exceed 10% of the agreement amount; and
3. Appropriate \$275,000 from the General Fund to complete this project.

BACKGROUND/DISCUSSION:

Currently, the walkway lights on the east portion of John Anson Ford Park ("Ford Park") are not operable due to missing electrical wiring and/or malfunctioning photovoltaic (solar) panels. This creates a safety hazard for the public due to the darkness resulting from the malfunctioning walkway lighting. Furthermore, several existing light poles have been removed by Public Works staff due to corrosion/rust at the base of the poles that was discovered after a thorough assessment of the existing poles, following the spontaneous falling of one of the existing poles along the pedestrian walkway. The remaining existing walkway poles are recommended for removal and replacement at the earliest convenience.

Cooperative Purchasing through Sourcewell

Under Section 3.04.100(E) of the Bell Gardens Municipal Code, the City's purchasing policy allows for an exception to the purchasing policy when the supplier offers the same or better price, terms and conditions as a supplier offered as the lowest responsible bidder under a competitive procurement conducted by another city or public agency. Bell Gardens is a member of Sourcewell (formerly National Joint Powers Alliance NJPA) and membership entitles the City to access competitively bid national contracts.

Sourcewell was created by state law as a service cooperative to provide programs and services to education and government. As a service cooperative, Sourcewell is a local government unit, public corporation, and public agency created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of a governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and

its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

On November 22, 2021, Sourcewell issued an Invitation for Bids (“Sourcewell IFB”) for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of California (IFB #CA-123021). On December 29, 2021, ABM Industries Inc. submitted a bid and on February 1, 2022, ABM Industries Inc. was awarded Indefinite Delivery-Indefinite Quantity Construction Contract #CA-R8-E01-123021-ABM (“Sourcewell Contract”), with an original expiration date of January 31, 2023. On January 26, 2023, the Sourcewell Contract was extended through January 31, 2024 and the rights and responsibilities of the Sourcewell Contract were assigned from ABM Industries Inc. to ABM Electrical & Lighting Solutions, Inc.(“ABM”).

In light of the current walkway lighting conditions at Ford Park, the Public Works Department reached out to ABM Electrical & Lighting Solutions, Inc. to solicit pricing for the purchase and installation of 34 new 25-ft. tall pole LED lights for the walkway along the east side of Ford Park and 5 new 15-ft. tall pole LED lights for the playground at the east end of Ford Park (the “Project”), based on the Sourcewell contract pricing. This is the same type of pole LED lighting that was installed by ABM Building Solutions, LLC at Bell Gardens Veterans Park in FY 2021/2022 as part of an energy service contract.

Public Works staff obtained a quote of \$249,909.48 from ABM for the Project based on pricing from ABM’s Sourcewell Contract. The Scope of Work includes the following items:

- Replace (34) existing mixed solar and induction fixtures and poles located throughout the walkway trail system of Ford Park.
- Utilizing the existing concrete footings, install (34) 25’ LSI 7 yr. warranty SPL 4SQ I S11G25 BRZ DGP square steel poles (bronze color) with ABS base covers.
- Install (34) Sylvania AREAF5AS300UNHD840T5BZ fixtures (4,000K color temperature) on the new poles featuring Title 24 occupancy sensors and 10 yr. manufacturer warranty.
- Replace (5) missing fixtures and poles located around the playground of Ford Park utilizing the existing concrete footings.
- Install (5) 15’ LSI 7 yr. warranty SPL 4SQ I S11G15 BRZ DGP square steel poles (bronze color) with ABS base covers.
- Install (5) Sylvania AREAF5AS80UNHD840T5BZ fixtures (4,000K color temperature) on the new poles featuring Title 24 occupancy sensors and 10 yr. manufacturer warranty.
- ABM to trench approximately 2500’ from existing underground circuits to solar pole locations and tot lot lighting poles.
- ABM to install 2500’ conduit and wire connecting the solar poles and tot lot poles to the existing underground lighting circuits.
- Stub up electrical circuits into existing solar pole footings with surface mount vandal resistant conduit.

ENVIRONMENTAL ANALYSIS:

Pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000, et seq.) and CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000, et seq.), the City conducted an environmental assessment. Based on the environmental assessment, the Project was determined to be categorically exempt pursuant to CEQA Guidelines § 15303 (Class 1 – Existing Facilities). A Notice of Exemption for the Project will be prepared and filed with the L.A. County Registrar Recorder’s Office.

CONCLUSION:

If the attached Resolution is adopted, staff will process the agreement for signatures and coordinate a pre-construction meeting with ABM.

FISCAL IMPACT:

The agreement with ABM for the purchase and installation of new pole LED lighting will be for an amount not to exceed \$249,909.48. A contingency of 10% (approximately \$25,000) will be necessary to cover any unforeseen conditions; therefore, the total Project budget will be \$275,000. If the recommended appropriation is approved, General Funds will be utilized to cover the Project costs.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2024-02

Exhibit 2 - Agreement

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

RESOLUTION NO. 2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING A CONTRACT WITH ABM ELECTRICAL & LIGHTING SOLUTIONS, INC. FORMERLY KNOWN AS ABM INDUSTRIES, INC. FOR THE PURCHASE AND INSTALLATION OF LED LIGHTING AT JOHN ANSON FORD PARK

WHEREAS, Under Section 3.04.100(E) of the Bell Gardens Municipal Code, the City's purchasing policy allows for an exception to the purchasing policy when the supplier offers the same or better price, terms and conditions as a supplier offered as the lowest responsible bidder under a competitive procurement conducted by another city or public agency; and

WHEREAS, Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members; and

WHEREAS, on November 22, 2021, Sourcewell (hereinafter, "Sourcewell") issued an Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of California (IFB #CA-123021)); and

WHEREAS, on December 29, 2021, ABM Electrical & Lighting Solutions, Inc. formerly known as ABM Industries, Inc. submitted a bid; and

WHEREAS, on February 1, 2022, ABM Electrical & Lighting Solutions, Inc. formerly known as ABM Industries, Inc. and Sourcewell entered into Contract Number CA-R8-E01-123021-ABM; and

WHEREAS, on January 26, 2023, ABM Electrical & Lighting Solutions, Inc. formerly known as ABM Industries, Inc. and Sourcewell executed a modification to the Sourcewell Contract to extend the term of the Sourcewell Contract through January 31, 2024; and

WHEREAS, Bell Gardens is a member of Sourcewell (formerly National Joint Powers Alliance NJPA) and membership entitles the City to access competitively bid national contracts; and

WHEREAS, the City requires the purchase and installation of new pole LED lighting at John Anson Ford Park; and

WHEREAS, the City Council finds that the City has complied with the procurement process; and

WHEREAS, the City desires enter into an agreement with ABM Electrical & Lighting Solutions, Inc. formerly known as ABM Industries, Inc. for the purchase and installation of LED lighting for the total cost of \$249,909.48.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:

SECTION 1. The City Council, after consideration of the staff report and presentation, discussion, oral testimony and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporate them herein.

SECTION 2. The City Council approves an agreement with ABM Electrical & Lighting Solutions, Inc. formerly known as ABM Industries, Inc. for the purchase and installation new pole LED lighting at the John Anson Ford Park.

SECTION 3. The City Council further authorizes and directs the City Manager to execute the agreement with ABM Electrical & Lighting Solutions, Inc. formerly known as ABM Industries, Inc. consistent with this resolution along with any ancillary documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 4. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon approval.

PASSED, APPROVED and ADOPTED this 8th day of January, 2024.

THE CITY OF BELL GARDENS

Jorgel Chavez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

I, _____, City Clerk of the City of Bell Gardens, hereby CERTIFY that City Council Resolution No. _____ was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on _____, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daisy Gomez
City Clerk

2024

EQUIPMENT PROCUREMENT AGREEMENT

(Procurement: Purchase and Installation of New Pole LED Lighting at John Anson Ford Park)
(Parties: City of Bell Gardens and ABM Electrical & Lighting Solutions, Inc.
formerly known as ABM Industries, Inc.)

THIS EQUIPMENT PROCUREMENT AGREEMENT (hereinafter, "Agreement") is made and entered into this ____ day of _____ 2024 by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "City") and ABM ELECTRICAL & LIGHTING SOLUTIONS, INC. FORMERLY KNOWN AS ABM INDUSTRIES, INC. (hereinafter, "Vendor"). For the purposes of this Agreement, City and Vendor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Vendor interchangeably.

RECITALS

WHEREAS, City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, City requires the purchase and installation of new pole LED lighting at John Anson Ford Park; and

WHEREAS, per Section 3.04.100(E) (Exceptions) of Chapter 3.04 (Purchasing System) of the Bell Gardens Municipal Code (hereinafter, "Section 3.04.100"), states that the purchasing policy may be dispensed with when supplies, services or equipment can be produced from a supplier who offers the same or better prices, terms and/or conditions as the supplier previously offered as the lowest responsible bidder under competitive procurement conducted by another city or public agency; and

WHEREAS, on November 22, 2021, Sourcewell (hereinafter, "Sourcewell") issued an Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of California ("Sourcewell IFB") (IFB #CA-123021); and

WHEREAS, on December 29, 2021, Vendor submitted a bid; and

WHEREAS, on February 1, 2022, Vendor and Sourcewell entered into Contract Number CA-R8-E01-123021-ABM (hereinafter Sourcewell Contract); and

WHEREAS, on January 26, 2023, Vendor and Sourcewell executed a modification to the Sourcewell Contract to extend the term of the Sourcewell Contract through January 31, 2024; and

WHEREAS, authorized under Section 3.04.100(E) of the Bell Gardens Municipal Code but such to certain terms and conditions set forth, City wishes to avail itself to the opportunity to purchase certain equipment and services that meet the specifications of the Sourcewell Contract at the same unit pricing and rates given to Sourcewell under the

Sourcewell Contract; and

WHEREAS, the City as a public agency will be able to utilize Vendor's cooperative agreement with Sourcewell, to purchase directly from Vendor; and

WHEREAS, City desires to enter into an agreement with Vendor for the purchase and installation of new pole LED lighting at John Anson Ford Park, upon the conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Vendor, agree as follows:

Section 1. DESCRIPTION OF MATERIALS AND SERVICES

- A. Subject to all the terms and conditions of this Agreement, Vendor agrees to sell and install new pole LED lighting as described in the City's General Provisions (hereinafter, "General Provisions") which are attached and incorporated hereto as **Exhibit "A"** and in Vendor's Work Order Number 115006.00 dated January 3, 2024 (hereinafter the "Work Order"), which is attached and incorporated hereto as **Exhibit "B"**. For purposes of this Agreement, the capitalized term "Equipment" shall refer to the purchase and installation of the LED lighting as listed in the Sourcewell IFB. The unit prices charged by Vendor to City for the Equipment listed in the Work Order shall be no greater than the unit prices charged to Sourcewell under the Sourcewell IFB. Except as otherwise provided herein the Equipment shall, in all respects, meet the specifications for identical Equipment set forth under the Sourcewell IFB and shall be subject to all warranties set forth under the Sourcewell IFB and Sourcewell Contract (Collectively referred to as "Sourcewell Documents"). A true and correct copy of the Sourcewell Documents are attached and incorporated hereto as **Exhibit "C"**.
- B. Vendor's performance under this Agreement includes all transportation services, labor, material, tools and equipment necessary for Vendor to complete its delivery and installation at the location(s) specified by the City Representatives in a good workmanlike manner. Vendor shall not commence the delivery and installation of the Equipment until such time as City issues a written notice to proceed (hereinafter, the "Notice to Proceed") with the delivery, which notice shall specify the date, time and location of the delivery along with such other written instructions as may be provided by the City Representatives.
- C. Vendor shall perform all services and tasks contemplated under this Agreement continuously and with due diligence. Vendor shall, among other things, be responsible for the delivery and installation of the Equipment to City and shall also provide its delivery personnel with all equipment and tools necessary to move the Equipment to the location(s) specified by the City Representative. City shall in no way be responsible for undertaking the delivery or installation of the Equipment with its own personnel or any other contracted third-party, nor shall City be responsible for providing Vendor's personnel with training, tools or equipment

required to deliver the Equipment. The Equipment installation shall be completed within thirty (30) working days of the City's issuance of a written Notice to Proceed.

- D. The liquidated damage for this Equipment installation is two hundred fifty dollars (\$250.00) per calendar day for each calendar day the project is not completed to the satisfaction of the City within the contract time including any extension of time granted by the City.
- E. The Equipment installation shall be subject to inspection by City and may be rejected by City if the Equipment does not meet the specifications called for under this Agreement or is otherwise defective. The Equipment installation shall be considered accepted upon City's issuance of a written Notice of Acceptance, which shall not be unreasonably withheld or delayed. At any time prior to the issuance of a Notice of Acceptance, City may reject, return and demand the replacement of the Equipment which does not meet the required specifications or is defective and the cost of returning and replacing the Equipment shall be borne solely and exclusively by Vendor. At City's option, Equipment that is rejected and returned by City shall be promptly replaced by Vendor or the cost of such Equipment shall be credited or refunded to City. No payment shall be required until replacement is complete. Vendor shall replace any and all Equipment lost during delivery. Prior to the issuance of such Notice of Acceptance, Vendor, at Vendor's sole cost and expense, shall be required to make all such repairs, modifications or corrections to the Equipment installation as may be necessary to ensure that the Equipment installation is performed in accordance with the agreed specifications or replace any and all defective or incompatible parts as may be necessary to ensure that the Equipment installation is performed in accordance with the established specifications.
- F. City's acceptance of the Equipment installation shall be conditioned upon the final inspection by City, as specified under Section 5 of this Agreement, below, to ensure that the Equipment installation satisfies the requirements of the City and is capable of performing in accordance with performance standards set forth in the specifications of the Sourcewell IFB. City reserves the right to direct to replace, at no additional cost to City, any Equipment which is determined to be damaged, defective or other non-compliant with such specifications.
- G. Coordinated Equipment will take place during the standard business hours.

Section 2. STANDARD OF CARE

- A. Vendor represents, acknowledges and agrees as follows:
 - 1. Vendor shall perform all work and services contemplated under this Agreement skillfully, competently and to the highest standards applicable to the Vendor's field;
 - 2. Vendor shall perform all work in a manner reasonably satisfactory to the

City;

3. Vendor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
4. Vendor understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;
5. All of Vendor's employees and agents (including but not limited to Vendor's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement; and
6. All of Vendor's employees and agents (including but not limited to Vendor's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Vendor's acceptance of any work performed by or on Vendor's behalf shall not constitute a release of any defects or damage to the Equipment undetectable or otherwise unknown to City at the time of acceptance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Vendor, including but not limited to the representation that possesses the skills, training, knowledge and experience necessary to perform all services and tasks contemplated under this Agreement in a skillful and competent manner.

Section 3. REPRESENTATIVES

- A. City Representative. For the purposes of this Agreement, the Agreement administrator and City's representative shall be the Director of Public Works or their designee (hereinafter, the "City Representative"). It shall be Vendor's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services and Vendor shall refer any decisions which must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.
- B. Vendor Representative. For the purposes of this Agreement, Vishal Gupta, General Manager, is hereby designated as the principal and representative of Vendor authorized to act on its behalf with respect to Vendor's performance under this Agreement and to make all decisions in connection therewith (the "Vendor Representative"). Notice to the Vendor Representative shall be written to

constitute notice to Vendor.

Section 4. VENDOR'S PERSONNEL

- A. Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services and tasks required under this Agreement. All such services will be performed by or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.
- B. Vendor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- C. In the event that City, in its sole and absolute discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned to perform services pursuant to this Agreement, Vendor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
- D. Vendor shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- E. Permits and Licenses. Vendor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City business license.

Section 5. INSTRUCTION ON MAINTENANCE

City's personnel in coordination with Vendor's personnel shall have a period of thirty (30) calendar days from the date the Equipment is delivered and installed to run performance tests of the Equipment in order to determine whether or not the Equipment meets specifications, is not damaged and is functioning properly. Vendor, during the testing and inspection period contemplated herein, shall also provide City personnel with instruction and training on maintenance of the Equipment and shall supply City with true and correct copies of all technical specifications, operating manuals and other materials relating to the maintenance and upkeep of the Equipment. The foregoing shall be in addition to and not in lieu of any training program specified under the Sourcewell IFB. Unless otherwise notified in writing, the Equipment shall be deemed accepted following the end of the 30-day testing and instruction period. City's issuance of notification of conditions, circumstances or other factors which make the City unwilling to accept the Equipment installation shall toll, the expiration of the 30-day testing and instruction period as to all Equipment.

Section 6. WARRANTIES

Vendor shall extend to City all such warranties for the Equipment provided to Sourcewell under the Sourcewell IFB and Sourcewell Contract subject to the same terms and conditions set forth therein, including but not limited to the warranties referenced under Section W of the Sourcewell IFB.

Section 7. COMPENSATION

- A. Compensation. Vendor shall sell, deliver and install the Equipment as referenced in the Scope of Work at unit pricing that is no greater than the unit pricing provided to Sourcewell for identical services under the Sourcewell Documents. The foregoing notwithstanding, in no event may Vendor's total aggregate compensation for the sale, delivery and installation of the Equipment exceed the aggregate sum of **Two Hundred Forty-Nine Thousand Nine Hundred Nine Dollars and Forty-Eight Cents (\$249,909.48)** (hereinafter, the "Not-to-Exceed Amount").
- B. As authorized by the City Council at its Regular Meeting of January 8, 2024, and subject to any applicable restrictions set forth under the Bell Gardens Municipal Code as the same may be amended from time to time or applicable State law, City, in its sole and absolute discretion, may authorize expenditures in excess of the Not-to-Exceed Amount without further City Council approval provided such additional expenditures do not cumulatively exceed an amount equal to ten percent (10%) of the Not-to-Exceed Amount. Any such additional expenditures must be approved by the City Manager in writing before they may be incurred.

Section 8. SURETY BOND

- A. Performance Bond. Vendor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total Not-to-Exceed Sum. The Performance Bond shall be in a form approved by City. No payment shall be made to Vendor until the Performance Bond has been received and approved by the City or the requirement for the Performance Bond has been waived.
- B. Labor and Materials Bond. Vendor shall execute and provide to City concurrently with this Agreement a Labor and Materials Bond in the amount of the Not-to-Exceed Sum. The Labor and Materials Bond shall be in a form approved by City. No payment shall be made to Vendor until the Labor and Materials Bond has been received and approved by the City.

Section 9. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING

- A. The provisions of this Section shall apply to the extent any of the Equipment installation to be performed by Vendor constitutes a "public work" within the meaning of Section 1720(a)(1) of the Labor Code. Vendor shall comply with the

provisions of the Labor Code applicable to public works, in the manner set forth under this Section. In addition to any other indemnification obligation set forth under this Agreement, Vendor shall indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*

- B. Vendor and any subcontractor performing or contracting any portion of the Equipment installation shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Equipment installation shall constitute a legal day's work under this Contract. Vendor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Vendor and any subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
 2. Pursuant to the provisions of California Labor Code, Sections 1770 *et. seq.*, Vendor and any subcontractor under Vendor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, Vendor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file at the Public Works Yard, which copies shall be made available to any interested party on request. Vendor shall post a copy of said prevailing rate of per diem wages at each job site.
- C. As required by Section 1773.1 of the California Labor Code, Vendor shall pay travel and subsistence payments to each worker needed to execute the Equipment installation, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- D. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.

- E. Vendor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to City, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Vendor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. Vendor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Vendor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- F. Vendor and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Vendor is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- G. Vendor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving Vendor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR knowingly fails to comply with the provisions of California Labor Code Section 1777.5, civil penalties will be assessed. Vendor shall also be subject to California Labor Code Section 1777.1.
- H. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, Vendor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If Vendor, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, Vendor may so act, and in such case, the insurance required by this paragraph need not be provided. Vendor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000

per accident before commencing the performance of the Work of this Agreement. The Notice to Proceed with the Equipment installation under this Agreement will not be issued, and Vendor shall not commence the Work, until Vendor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Equipment installation under this Agreement. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, Vendor in signing this Agreement certifies to the City as true the following statement: "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 Agreement." A subcontractor is not allowed to commence the Equipment installation on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by Vendor and submitted to the Public Work's Director for the City's review and records.

- I. In accordance with the provisions of Section 1727 of the California Labor Code, the City, before making payment to Vendor of money due under a contract for public work, shall withhold and retain therefrom all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner, along with the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the City.

Section 10. PROHIBITED INTERESTS

Vendor warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 11. INDEPENDENT CONTRACTOR

Vendor will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute as an agent, servant, or employee of City and shall not and is not intended to create the relationship of partnership, joint venture or association

between City and Vendor.

Section 12. RECORDS AND INSPECTION

Vendor shall comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Vendor shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

Section 13. CONFLICTS OF INTEREST

Vendor hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with in connection with this project. Vendor hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any City ordinance, state law or federal statute. Vendor agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that executes in connection with the performance of this Agreement.

Section 14. INDEMNIFICATION

Vendor shall indemnify, defend and hold harmless the City, its elected and appointed officials, commissioners, officers, employees, agents and volunteers for the same types of loss, claims, suits, actions, damages and causes of action to the extent caused by the acts or omissions of Vendor and to the same extent afforded the Sourcewell, Sourcewell's officials, commissioners, officers, agents, employees and volunteers.

Section 15. INSURANCE

Vendor shall at all times during its period of performance under this Agreement maintain all policies of insurance at the same coverage levels and of the same type and scope as set forth under Section XVII of the Sourcewell IFB.

Section 16. MUTUAL COOPERATION

- A. City shall provide all pertinent data, documents and other requested information as is reasonably available for the proper performance of Vendor services.
- B. In the event any claim or action is brought against City relating to Vendor performance in connection with this Agreement, Vendor shall render any reasonable assistance that City may require.

Section 17. TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

- A. Termination for Convenience. Prior to the issuance of City's written Notice to Proceed, City may immediately terminate this Agreement, inclusive of the purchase of the Equipment, without cause, without liability and free of any charge or cost to City. After the City's issuance of a written Notice to Proceed, City may terminate this Agreement for convenience and without cause upon fifteen (15) days of written notice to Vendor. Such termination for convenience shall be made in writing signed by the City Representative specifying the effective date of such termination. Vendor may only terminate this Agreement for cause. Except as otherwise provided herein, in the event of City's termination of this Agreement for convenience, Vendor shall be compensated for such Equipment delivered to and accepted by City and for such services performed up to the effective date of the termination.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under subsection 17(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) Vendor's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) Vendor's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Vendor, whether voluntary or involuntary; (iv) Vendor's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) City's discovery that a statement representation or warranty by relating to this Agreement is false or erroneous in any material respect.
- C. Vendor shall cure the following Events of Defaults within the following time periods:
1. Within ten (10) calendar days of City's issuance of a Default Notice for any failure to timely provide City or its agents with any information and/or written

reports, documentation or work product which Vendor is obligated to provide to City or its agents under this Agreement. Prior to the expiration of the 10-day cure period, Vendor may submit a written request for additional time to cure the Event of Default upon a showing that it has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 10-day cure period; or

2. Within fifteen (15) calendar days of City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 15-day cure period, may submit a written request for additional time to cure the Event of Default upon a showing that has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial 15-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in the Surfacing specifications that is not susceptible to a cure, City in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by City.

- D. Except as otherwise specified in this Agreement, City shall cure any Event of Default asserted by within thirty (30) calendar days of Vendor's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to Vendor shall be cured by City within thirty (30) calendar days from the date of Vendor's Default Notice to City.
- E. City, in its sole and absolute discretion, may also immediately suspend Vendor's performance under this Agreement (or the performance of any specific task or function performed by under this Agreement) pending Vendor's cure of any Event of Default by giving written notice of City's intent to suspend Vendor's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Vendor shall be compensated only for those services and tasks which have been rendered by to the reasonable satisfaction of City up to the effective date of the suspension.

No actual or asserted breach of this Agreement on the part of City shall operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.

- F. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- G. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - 1. Upon fifteen (15) day written notice to Vendor, the City may terminate this Agreement in whole or in part;
 - 2. Upon written notice to Vendor, the City may extend the time of performance;
 - 3. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Vendor's breach of the Agreement, obtain specific performance from Vendor or to terminate the Agreement; or
 - 4. The City may exercise any other available and lawful right or remedy.
- H. In the event City is in breach of this Agreement, Vendor's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to under this Agreement for completed services and tasks. In no event shall Vendor be entitled to receive more than the amount that would be paid to for the full performance of the services required by this Agreement.
- I. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 18. FORCE MAJEURE

Vendor shall not be liable for any failure to perform if presents acceptable evidence, in City's reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of Vendor. In the event that a FORCE MAJEURE event materially increases the Vendor's costs of performance hereunder then City shall make an equitable contribution to all such increased costs of performance to the extent that such costs are not covered by Vendor's insurances.

Section 19. NOTICES

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

If to CITY:

City of Bell Gardens
7100 S. Garfield Avenue
Bell Gardens, CA 90201
Attn: Director of Public Works

If to VENDOR:

ABM Electrical & Lighting Solutions, Inc.
14201 Franklin Avenue
Tustin, CA 92780
Attn: Vishal Gupta, General Manager

Section 20. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, Vendor shall not deny the contract's benefits to any person on the basis of nor shall they discriminate unlawfully against any employee, subcontractor, or applicant for employment because of: race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status or other basis prohibited by law. Vendor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

Section 21. PROHIBITION AGAINST ASSIGNMENT

Vendor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, which shall not be unreasonably withheld or delayed 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 Vendor.

Section 22. ATTORNEY FEES

In the event that City or Vendor commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 23. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and

provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between City and Vendor with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both City and Vendor.

Section 24. GOVERNING LAW; JURISDICTION

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 25. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 26. AMENDMENT; MODIFICATION

No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

Section 27. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 28. AUTHORIZATION

Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

Section 29. SURVIVAL OF PROVISIONS AND OBLIGATIONS

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

Section 30. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BELL GARDENS

**ABM ELECTRICAL & LIGHTING
SOLUTIONS, INC. FORMERLY KNOWN
AS ABM INDUSTRIES, INC.**

By: _____
Michael B. O'Kelly, City Manager

By: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Stephanie Vasquez, City Attorney

EXHIBIT "A"
GENERAL PROVISIONS

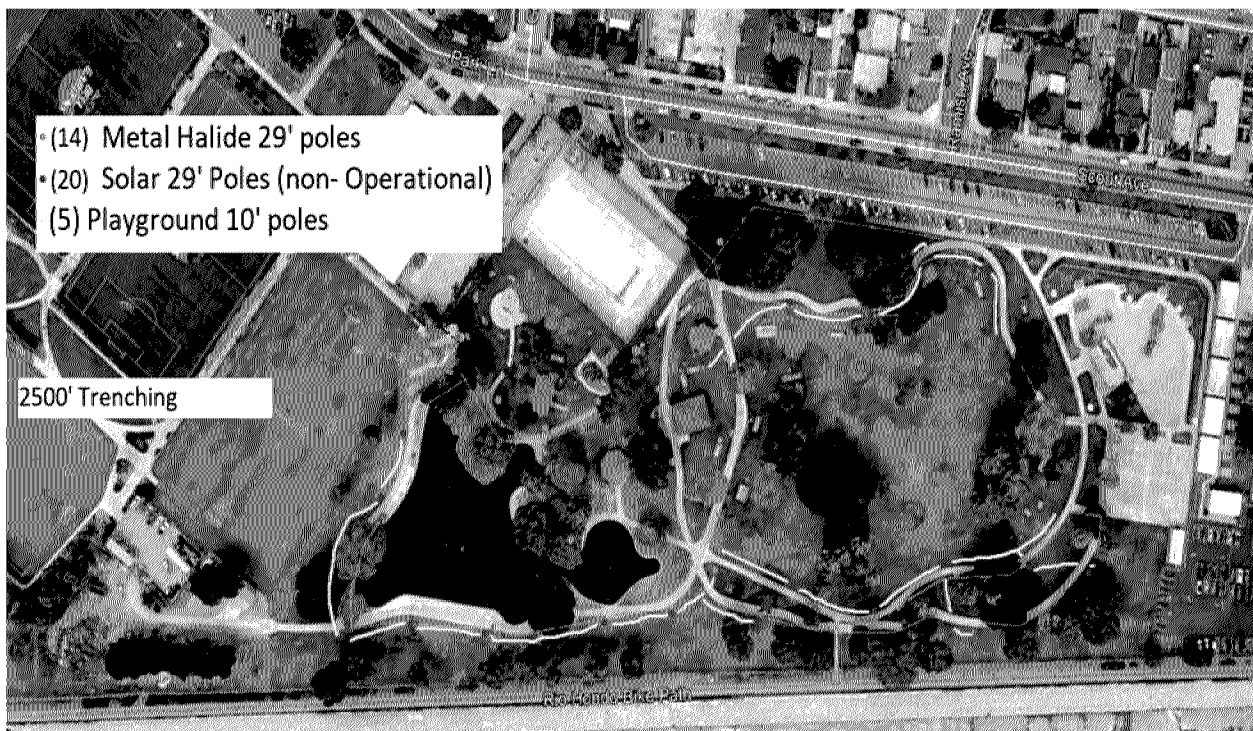
EXHIBIT A

GENERAL PROVISIONS

Section I – General

1-1 Location and Description of Work

The work shall be performed at John Anson Ford Park, 8000 Park Lane, Bell Gardens, CA 90201 (work site), all of which is known as the “Purchase and Installation of New Pole LED Lighting at John Anson Ford Park” (the “Project”). The work will be as described in Vendor’s Work Order. All work shall be performed according to the requirements in the “General Provisions” and Vendor’s Work Order. The image below illustrates the Project limits:



1-2 to 1-4. Intentionally left blank.

1-5 Record Drawings

If applicable, Vendor shall have on file a minimum of one (1) set of Construction Drawings, hereinafter referred to as “RECORD DRAWINGS,” upon which he/she shall record all variations between the work as built and as originally shown on the Construction Drawings or other Contract Documents. Said record drawings shall be supplemented by any detailed sketches as necessary or as directed by the Director of Public Works/Facilities (“Director”) to indicate fully the work as actually constructed. Said record drawings shall be kept at the job site and shall be accessible at all times during the

construction period and shall be delivered to the Director within ten (10) days after completion of the work.

1-6 to 1-15. Intentionally left blank.

1-16 Site Conditions and Restrictions

1-16.1 "Time of Completion":

(1) The Vendor shall perform no Work on days other than Working Days or outside of normal working hours (defined as the hours between 7:00 a.m. to 5:00 p.m.) without the consent of the Director, unless otherwise specified. In any event, all Work shall be subject to approval of the Director. Before starting such work, the Vendor shall make arrangements with the Director for the continuous or periodic inspection of the work and tests of materials, when necessary. If the Vendor requests permission to perform Work outside of the above time periods and if the City grants such request, the Vendor shall pay all extra expense to the City for inspection and other incidental expenses caused by such overtime Work. If the City requests the Vendor to work overtime or if overtime Work is specifically required by these Specifications, the City will pay all extra expense of inspection.

(2) If the Vendor finds it necessary, in order to complete the work according to schedule, to perform certain of its operations outside of Working Days or normal working hours, these operations shall be performed as part of the Work included in the Contract Price and shall not constitute a basis for additional payments.

1-16.2 Access for emergency vehicles throughout the Project shall be maintained at all times.

1-17. Intentionally left blank.

1-18 Traffic Control and Access

1-18.1 The Vendor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.

1-18.2 The Vendor shall maintain two-way traffic on all streets at all times. Lane closures permitted with the prior approval of the Director and shall conform to Caltrans or WATCH Manual guidelines.

1-18.3 The Vendor shall maintain all travel lanes open during non-work hours except as may be allowed at the Agency's convenience and discretion to expedite the work.

1-19 Protection and Restoration of Existing Improvements

Whenever, in the opinion of the Director, an emergency exists against which the Vendor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Vendor's

operations and when, in the opinion of the Director, immediate action shall be considered necessary in order to protect the public or property due to the Vendor's operations under this Agreement, the Director will order the Vendor to provide a remedy for the unsafe condition. If the Vendor fails to act on this situation within a reasonable time period, the City will provide suitable protection of said interests by causing such work to be done and material to be furnished as may seem reasonable and necessary at the expense of the Vendor.

1-19.1 "Responsibilities of the Vendor"

(1) The Vendor shall become familiar with all existing improvements and facilities, both public and private, on the Work site and provide adequate safeguards to prevent damage to existing structures and improvements. The Vendor shall repair any damage to property from any cause that might have been prevented by the Vendor, the Vendor's employees, agents or subcontractors within five calendar days after such damage occurs, at the Vendor's sole cost and expense. The Vendor shall repair water service breaks the same day. In the event that the Vendor fails to repair such damages, the City will make the repairs, or cause them to be made, and will deduct the cost of repairs from the money due or to become due to the Vendor.

(6) In accordance with the requirements of Section 21464 of the Vehicle code of the State of California, no person shall without lawful authority remove any official traffic control device, guidepost or signpost placed or erected as authorized or required by law. Therefore, the Vendor shall not remove or relocate any such existing traffic control device, guidepost or signpost located within the alignment of or interfering with the new construction work required herein without first obtaining permission to do so from the Police Department of the City of Bell Gardens.

1-20 Claim Notification

If the Vendor should claim that any instruction, request, drawings, specification, action, condition, omission, default, or other situation obligates the City to pay additional compensation to the Vendor or to grant an extension of time for the Completion of the Contract, or constitutes a waiver of any provision in the contract, it shall notify the Director, in writing, of such claim within 10 days from the date he has actual or constructive notice of the factual basis supporting the claim. The Vendor's failure to notify the Director within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the City.

1-21 Specification Changes

No changes, additions or deletions will be made to these specifications and plans unless directed by the Director.

1-22 to 1-23 – Intentionally left blank.

1-25. Intentionally left blank.

1-26 Superintendence by Vendor

The Vendor shall designate by letter to the Director a competent superintendent, satisfactory to the Director and with authority to act for the Vendor. The designated superintendent shall be on the job site at all times during performance until the work is completed and accepted by the City. Work will not be performed in the absence of a competent superintendent. Should a change in the job superintendent be necessary, the Director shall be notified by letter.

1-27 Clean-Up

Clean-up shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broomed daily, and any damage sustained on the work of others shall be repaired to original conditions. **WASH DOWNS ARE PROHIBITED.**

1-28 Removal and Disposal of Materials

All materials removed shall become the property of the Vendor and shall be disposed of outside the right-of-way unless otherwise specified. Materials that are removed shall be disposed of in a legal manner by the Vendor. The Vendor shall make its own arrangements for disposing of materials and it shall pay all costs involved. **It is the Vendor's responsibility to inform the City of any environmentally impacted material.** The cost of Removing and Disposing of Materials that are not environmentally impacted shall be included in the various Contract items of Work and no additional compensation will be allowed, therefore. All construction debris is to be disposed of in accordance with the City of Bell Gardens Recycling Policy. The contractor shall be responsible for the payment of any deposits to the City of Bell Gardens, as part of the Recycling Policy. Please note that such deposits are refundable only after the Vendor has provided the required documentation to substantiate compliance with the Recycling Policy.

1-29 to 1-32. Intentionally left blank.

1-33 Public Convenience, Public Safety, Signing and Traffic Control

1-33.1 The Vendor shall not close traffic lanes on arterial streets before 8:30a.m. or after 3:30 p.m. without consent of the Director.

1-33.2 Intentionally left blank.

1-35 Removal and Disposal of Materials

All materials removed shall become the property of the Vendor. Materials that are removed shall be disposed of in a legal manner by the Vendor. The Vendor shall make its own arrangements for disposing of materials and it shall pay all costs involved. The cost of Removing and Disposing of Materials shall be included in the various contract items of work and no additional compensation will be allowed, therefore.

1-36. Intentionally left blank.

(1) 1-38. Intentionally left blank.

1-40 Materials and Workmanship

1-40.1 "Protection of Work and Materials":

a. The Vendor shall remove and replace materials damaged by the Vendor's operations at the Vendor's sole expense before the final inspection and acceptance.

(2) "Test of Materials":

a. The Vendor shall submit samples of materials, at the Vendor's sole expense, as the Director may require, 15 days in advance of being incorporated in the Work to a testing laboratory designated by the City.

b. Samples of materials to be tested shall be properly identified and shall establish exact nature and character of materials. The City may reject any material or part thereof that proves defective as a result of testing and requires satisfactory replacement.

(3) "Trade Names or Equals":

a. Where a specific manufacturer is noted on the Plans or listed in the Specifications, unless otherwise noted, an "approved equal" item may be substituted.

b. If a Bidder desires to bid an "approved equal" item, the Bidder shall submit a request to do so to the Director in writing by the time and as shown in the Instructions to Bidders.

1-41. Intentionally left blank.

1.42 Air Pollution Control

The Vendor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code. In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Project shall comply with the applicable material requirements of the South Coast Air Quality Management District (SCAQMD). All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements. Material to be disposed of shall not be burned, either inside or outside of the premises. The provisions of Section 300-1.3, "Removal and Disposal of Materials", of the SSPWC permitting disposal of material by burning shall not apply.

1-43 Completion, Acceptance and Warranty

1-43.1 (1) Upon acceptance by the Director, the Director will file a Notice of Completion with the Los Angeles County Registrar-Recorder. The date the Notice of Completion is

filed will be the date of acceptance of the Work and the date the Vendor is relieved from responsibility to protect the Work.

(2) The acceptance of the Work or the payment of any money by the City shall not operate as a waiver of any provision of the Agreement, or of any power reserved to the City, or of any right to damages or indemnity provided in the Agreement. The waiver of any breach of the Agreement, or any default hereunder, shall not be held to be a waiver of any other or subsequent breach or default.

(3) The Vendor shall guarantee all Work against failure due to defective materials and faulty workmanship for a period of 1 year after the date of acceptance of the Work by the City, unless some longer period is expressly set forth in any manufacturer's warranty or within the Specifications.

(4) When the City discovers defective material or workmanship that requires repair or replacement under guarantee, the Vendor shall furnish all necessary labor, materials, and equipment to correct and make good, at no expense to the City, all such defects. The Vendor shall commence repair or replacement within 24 hours after receiving written notice from the Director, and diligently and continuously perform the Work until the repair or replacement is completed and the City has accepted it.

1-44. Intentionally left blank.

1-45 Storage of Equipment and Materials

It shall be the Vendor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Director, and must be free of objectionable material. The Vendor must submit to the Director for approval any and all agreement(s) between the Vendor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Vendor prior to the filing of "Notice of Completion" by the Director. Stockpiling or storage of materials on any public right-of-way or parking areas will not be permitted without the approval of the Director. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the Work

Vendor shall only use a haul route approved in writing by the Director. The Vendor shall keep the work site as well as the route to and from the disposal site clean at all times. The Vendor shall immediately remove and haul away all materials included in the various items of removals.

1-46 Work Site Maintenance

1-46.1 "Responsibilities of the Vendor";

(1) "General":

a. The Vendor shall include all cleanup costs in its Bid. The City will make no additional payment for this work.

(2) "Noise Control":

a. The Vendor shall keep the noise level resulting from Work operations to a minimum at all times, especially during the morning hours.

b. Noise control is subject to the provisions of Bell Gardens Municipal Code section 16.24, "Noise Regulation."

(3) "Water Pollution Control":

a. Best Management Practices (BMPs) shall be defined as any program, technology, process, operating method, measure, or device that controls, prevents, removes, or reduces pollution.

b. At a minimum, the Vendor shall implement the following BMPs in conjunction with the Work:

Title	Number
General Site Management	
Water Conservation	NS-1
Vehicle and Equipment Cleaning	NS-8
Vehicle and Equipment Fueling	NS-9
Vehicle and Equipment Maintenance	NS-10
Employee/Subcontractor Training	--
Construction Materials and Waste Management	
Material Delivery and Storage	WM-1
Material Use	WM-2
Spill Prevention and Control	WM-4
Solid Waste Management	WM-5
Hazardous Waste Management	WM-6
Concrete Waste Management	WM-8
Erosion/Sediment Control	
Storm Drain Inlet Protection	SE-10

c. A description of each BMP is included in these Specifications. The Vendor shall have at least two readily accessible copies of these descriptions at the Work site at all times.

d. The Vendor shall continuously implement BMPs during the Work. The Vendor shall implement BMPs for erosion control and sedimentation during the period from October 1st to April 15th and whenever the National Weather Service predicts rain within 24 hours.

e. The Vendor shall conduct all aspects of the Work performed pursuant to these Plans and Specifications in accordance with all state and federal laws and regulations, including

but not limited to all environmental laws and regulations, Order No. 99-060 of the California Regional Water Quality Control Board, Los Angeles Region ("Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the City of Bell Gardens) and related BMPs. The City will deduct from the money due or to become due to the Vendor the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Vendor's failure to comply with these provisions or less than complete implementation of the specified BMPs. In addition, the Vendor shall defend, indemnify, and hold the City harmless for any liability, loss, damage, fines, penalties, actions, costs and expenses related to the Vendor's (or its subcontractor's) failure to comply with these laws and regulations.

f. Full payment for the implementation of BMPs, including the construction, removal, and furnishing of all necessary labor, equipment, and materials, shall be considered as included in the unit prices bid for the various items of work or the lump sum bid (as the case may be), and no additional payment will be made.

1-47 Protection and Restoration of Existing Improvements

1-47.1

(1) The Vendor shall become familiar with all existing improvements and facilities, both public and private, on the Work site and provide adequate safeguards to prevent damage to existing structures and improvements. The Vendor shall repair any damage to property from any cause that might have been prevented by the Vendor, the Vendor's employees, agents or subcontractors within five calendar days after such damage occurs, at the Vendor's sole cost and expense. In the event that the Vendor fails to repair such damages, the City will make the repairs, or cause them to be made, and will deduct the cost of repairs from the money due or to become due to the Vendor.

(2) through (5). Intentionally left blank.

(6) In accordance with the requirements of Section 21464 of the Vehicle code of the State of California, no person shall without lawful authority remove any official traffic control device, guidepost or signpost placed or erected as authorized or required by law. Therefore, the Vendor shall not remove or relocate any such existing traffic control device, guidepost or signpost located within the alignment of or interfering with the new construction work required herein without first obtaining permission to do so from the Police Department of the City of Bell Gardens.

EXHIBIT "B"
SCOPE OF WORK

Work Order Signature Document

EZIQC Contract No.: CA-R8-E01-123021-ABM			
<input checked="" type="checkbox"/>	New Work Order	<input type="checkbox"/>	Modify an Existing Work Order
Work Order Number.:	115006.00	Work Order Date:	<u>01/03/2024</u>
Work Order Title:	Ford Park Walkway Lighting		
Owner Name:	<u>City of Bell Gardens</u>	Contractor Name:	<u>ABM Electrical & Lighting Solutions Inc.</u>
Contact:	<u>Bernardo Iniguez</u>	Contact:	<u>Nate Piorek</u>
Phone:	<u>562-806-7770</u>	Phone:	<u>(949) 330-3049</u>

Work to be Performed
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-E01-123021-ABM.
<u>Brief Work Order Description:</u>
Walkway Lighting

Time of Performance	Estimated Start Date: 60 days after NTP is issued
	Estimated Completion Date:
Liquidated Damages	Will apply: <input checked="" type="checkbox"/> \$250.00 / day Will not apply: <input type="checkbox"/>

Work Order Firm Fixed Price: \$249,909.48
Owner Purchase Order Number:

Approvals

_____ City of Bell Gardens	_____ Date	_____ ABM Electrical & Lighting Solutions Inc.	_____ Date
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Detailed Scope of Work

To: Nate Piorek
 ABM Electrical & Lighting Solutions Inc.
 14201 Franklin Avenue
 Tustin, CA 92780
 (949) 330-3049

From: Bernardo Iniguez
 City of Bell Gardens
 8327 Garfield Ave
 Bell Gardens, CA 91201
 562-806-7770

Date Printed: January 03, 2024
Work Order Number: 115006.00
Work Order Title: Ford Park Walkway Lighting
Brief Scope: Walkway Lighting

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

- Please note (2) tall poles/fixtures have been removed from the original scope due to new aquatic center footprint conflict. See map for locations.
- Replace (34) existing mixed solar and induction fixtures and poles located throughout the trail system of the park .
- Utilizing the existing concrete footing, install (34) 25’ LSI 7yr warranty SPL 4SQ I S11G25 BRZ DGP square steel poles with ABS base covers.
- Install (34) Sylvania AREAFLD5AS300UNHD840T5BZ fixtures on the new poles featuring Title 24 occupancy sensors and 10 yr. manufacturer warranty.
- Replace (5) missing fixtures and poles located around the playground of the park .
- Utilizing the existing concrete footing install (5) 15’ LSI 7yr warranty SPL 4SQ I S11G15 BRZ DGP square steel poles with ABS base covers.
- Install (5) Sylvania AREAFLD5AS80UNHD840T5BZ fixtures on the new poles featuring Title 24 occupancy sensors and 10 yr. manufacturer warranty.
- ABM to trench approximately 2500’ from existing underground circuits to solar pole locations and tot lot lighting poles. ABM to install 2500’ conduit and wire connecting the solar poles and tot lot poles to the existing underground lighting circuits.
- Stub up electrical circuits into existing solar pole footings with surface mount vandal resistant conduit.
- City of Bell Gardens to remove and dispose of existing poles and fixtures prior to ABM project start. If Required, City of Bell Gardens to make in irrigation line repairs, high pressure underground line repairs, Asbestos abatement/repairs.
- ABM’s obligation under this proposal; and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes, or materials are encountered, Contractor’s sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed.
- Special Note Regarding Underground Trenching: All trenching and underground work will be

Detailed Scope of Work Continues..

Work Order Number: 115006.00
Work Order Title: Ford Park Walkway Lighting

performed in a neat and workmanlike manner. We will attempt to replace all planter and turf areas back to original condition as close as possible; however, we are not responsible for plant items that have to be removed to perform our work. Therefore, customer has the option to utilize their landscape contractor to work in conjunction with our electrical crew to protect all landscaped areas. In the event we are not furnished an underground irrigation "as-built" plan, we cannot be responsible for damage to existing underground equipment, we will notify customer and offer to repair the damage at minimum cost to the project.

- Work to be completed 1st shift prevailing wage, Los Angeles County
- Make all final connections between electrical panels and fixtures
- Existing electrical infrastructure repairs and upgrades excluded
- Repairs to existing footings or anchor bolts excluded
- This pricing includes single line drawings. Title 24 calculations, wet stamped plans, and permitting fees are not included. If requested ABM will provide additional pricing for these items.

Material Lead Time 4-6 weeks
Project Scheduling 2-4 weeks
Project duration 4 weeks

Subject to the terms and conditions of eziQC Contract **CA-R8-E01-123021-ABM**.

ABM Electrical & Lighting Solutions Inc.

Date

City of Bell Gardens

Date

Contractor's Price Proposal - Summary

Date: January 03, 2024

Re: IQC Master Contract #: CA-R8-E01-123021-ABM
Work Order #: 115006.00
Owner PO #:
Title: Ford Park Walkway Lighting
Contractor: ABM Electrical & Lighting Solutions Inc.
Proposal Value: \$249,909.48

Section - 01	\$49,181.50
Section - 26	\$179,312.38
Section - 31	\$13,310.30
Section - 32	\$8,105.30
Proposal Total	\$249,909.48

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: January 03, 2024

Re: IQC Master Contract #: CA-R8-E01-123021-ABM
 Work Order #: 115006.00
 Owner PO #:
 Title: Ford Park Walkway Lighting
 Contractor: ABM Electrical & Lighting Solutions Inc.
 Proposal Value: \$249,909.48

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$5,379.65
				Installation	
				Quantity	Unit Price
				4,890.59 x	1.00 x
					Factor =
					Total
					5,379.65
				Bonding \$244,529.83 x 2% = \$4,890.59	
2	01 22 20 00 0010		HR	Electrician For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,734.52
				Installation	
				Quantity	Unit Price
				16.00 x	104.58 x
					Factor =
					Total
					1,734.52
				Electrician to troubleshoot, wire trace, ID existing circuits exiting electrical room to map usage of existing and new electrical circuits. 1 electrician 2 days	
3	01 22 20 00 0082		HR	Engineer	\$1,070.02
				Installation	
				Quantity	Unit Price
				8.00 x	129.03 x
					Factor =
					Total
					1,070.02
				ABM Engineer load calculations for new electrical infrastructure.	
4	01 22 23 00 0107		WK	29' Bucket Truck With Full-Time Operator	\$9,824.73
				Installation	
				Quantity	Unit Price
				2.00 x	4,738.92 x
					Factor =
					Total
					9,824.73
				Bucket truck/crane for installation of 25' poles.	
5	01 22 23 00 0283		WK	2,400 LB Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator	\$11,035.08
				Installation	
				Quantity	Unit Price
				2.00 x	5,322.73 x
					Factor =
					Total
					11,035.08
				Earthwork/trenching/boring for electrical infrastructure.	
6	01 22 23 00 0292		WK	Hydraulic Hammer Attachment For Skid-Steer Loaders	\$1,930.98
				Installation	
				Quantity	Unit Price
				2.00 x	931.40 x
					Factor =
					Total
					1,930.98
				Earthwork/trenching/boring for electrical infrastructure.	
7	01 22 23 00 0298		WK	Backhoe Attachment For Skid-Steer Loaders	\$662.06
				Installation	
				Quantity	Unit Price
				2.00 x	319.34 x
					Factor =
					Total
					662.06
				Earthwork/trenching/boring for electrical infrastructure.	
8	01 22 23 00 0307		WK	Auger Attachment (Excludes Bits And Extensions) For Skid-Steer Loaders	\$656.25
				Installation	
				Quantity	Unit Price
				2.00 x	316.54 x
					Factor =
					Total
					656.25
				Earthwork/trenching/boring for electrical infrastructure.	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 115006.00
Work Order Title: Ford Park Walkway Lighting

Section - 01

9	01 22 23 00 1394	MO	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver						\$16,728.36
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	16,137.72	1.0366		16,728.36		
			x	x					
			Logistics for material, equipment, pole logistics, and debris haul off. Driver included for 50% of duration.						
10	01 22 23 00 1394 0039	MOD	For Equipment Without Operator, Deduct						-\$7,240.38
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.50	-13,969.47	1.0366		-7,240.38		
			x	x					
11	01 56 26 00 0182	LF	48" High With Posts At 8' On Center, Plastic Mesh Temporary Safety Fence						\$682.08
		Installation	Quantity	Unit Price	Factor	=	Total		
			200.00	3.29	1.0366		682.08		
			x	x					
			Safety Barrier for small sections of exposed trench						
12	01 71 23 16 0019	ACR	Survey Clear Area For Underground Utilities						\$6,216.23
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	5,996.75	1.0366		6,216.23		
			x	x					
			Perform Underground survey for trenching. Utilize Dig Alert, City Plans, electrical documents and Irrigation documents to clear and mark trench path						
13	01 74 13 00 0003	CY	Collect Existing Debris And Load Into Truck Or Dumpster Per CY of debris removed.						\$501.92
		Installation	Quantity	Unit Price	Factor	=	Total		
			20.00	24.21	1.0366		501.92		
			x	x					
			Remove and haul off debris, rocks, excess native soil not needed						

Subtotal for Section - 01 **\$49,181.50**

Section - 26

14	26 01 20 91 0002	EA	Lock Out/Tag Out Local Disconnect Excludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).						\$236.34
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	38.00	1.0366		236.34		
			x	x					
			Electrical safety lock out tag out						
15	26 05 19 16 0009	LF	Bore 5" To 8" Conduit Into Dirt Or Sand						\$393.91
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	3.80	1.0366		393.91		
			x	x					
			Earthwork/trenching/boring for electrical infrastructure. Sidewalk underpass , 10 sidewalks approx. 10' each						
16	26 05 19 16 0125	MLF	#12 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable						\$3,006.61
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.50	828.70	1.0366		3,006.61		
			x	x					
			Electrical Infrastructure: Wire inside the poles						
17	26 05 19 16 0126	MLF	#10 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable						\$2,723.98
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.50	1,051.12	1.0366		2,723.98		
			x	x					
			Electrical Infrastructure: Ground wire entire conduit run						
18	26 05 19 16 0128	MLF	#6 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable						\$13,340.67
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	2,144.94	1.0366		13,340.67		
			x	x					
			Electrical Infrastructure: Wire all circuit runs						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 115006.00
Work Order Title: Ford Park Walkway Lighting

Section - 26

19	26 05 33 13 1799	LF	1" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial						\$12,594.69
		Installation	Quantity	Unit Price	Factor	=	Total		
			2,500.00	4.86	1.0366		12,594.69		
			Electrical Infrastructure underground conduit						
20	26 05 33 13 1812	EA	1" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial						\$2,991.01
		Installation	Quantity	Unit Price	Factor	=	Total		
			84.00	34.35	1.0366		2,991.01		
			Electrical Infrastructure underground conduit						
21	26 05 83 00 0002	EA	#6 AWG Compression Connection, Tape Wrapped Low Voltage, To 600 Volt						\$1,051.61
		Installation	Quantity	Unit Price	Factor	=	Total		
			72.00	14.09	1.0366		1,051.61		
			Electrical Infrastructure: waterproof connections, wrapped or re-enterable gel.						
22	26 09 23 00 0122	EA	On Board Dual Technology Occupancy/Photosensor For Light FixtureFactory installed.						\$6,666.48
		Installation	Quantity	Unit Price	Factor	=	Total		
			39.00	164.90	1.0366		6,666.48		
			Title 24 Programmable Sensors Occupancy and Photocell						
23	26 09 23 00 0122 0627	MOD	For >20 To 40, Deduct						-\$333.53
		Installation	Quantity	Unit Price	Factor	=	Total		
			39.00	-8.25	1.0366		-333.53		
24	26 28 16 13 0044	EA	15 To 30 Amperes, 2 Pole, 240 Volt, Branch Circuit Breaker, 18,000 Amperes Interrupting Capacity						\$365.17
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	147.70	1.0366		306.21		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			2.00	28.44	1.0366		58.96		
			Electrical Infrastructure: New Circuits						
25	26 56 13 00 0233	EA	15' High, 4" OD, 11 Gauge, Square Straight, Steel Area Light Pole, Anchor Base						\$6,688.40
		Installation	Quantity	Unit Price	Factor	=	Total		
			5.00	1,290.45	1.0366		6,688.40		
			Tot Lot Poles: LSI Duragrip 7yr warranty Spec SS 4SQ S11G15 BRZ DGP						
26	26 56 13 00 0237	EA	25' High, 4" OD, 11 Gauge, Square Straight, Steel Area Light Pole, Anchor Base						\$64,382.71
		Installation	Quantity	Unit Price	Factor	=	Total		
			34.00	1,826.75	1.0366		64,382.71		
			Walkway Poles: LSI Duragrip 7yr warranty Spec SPL 4SQ S11G25 BRZ DGP						
27	26 56 13 00 0237 0563	MOD	For >20 To 40, Deduct						-\$3,830.01
		Installation	Quantity	Unit Price	Factor	=	Total		
			34.00	-108.67	1.0366		-3,830.01		
28	26 56 19 00 0203	EA	7,180 Lumens, 85 Watt, Arm Mount, Rectangular, LED Area Fixture (General Electric EANA 0 C4 5 40 AA DKBZ)						\$6,496.68
		Installation	Quantity	Unit Price	Factor	=	Total		
			5.00	1,253.46	1.0366		6,496.68		
			Tot Lot Fixture Spec: Sylvania/Ledvance AREAFLD5AS80UNHD840T5BZ						
29	26 56 19 00 0205	EA	15,400 Lumens, 144 Watt, Arm Mount, Rectangular, LED Area Fixture (General Electric EASC 0 F4 F 5 40 AA DKBZ)						\$62,537.66
		Installation	Quantity	Unit Price	Factor	=	Total		
			34.00	1,774.40	1.0366		62,537.66		
			Walkway Fixture Spec: Sylvania/Ledvance AREAFLD5AS300UNHD840T5BZ, 21,000 Lumens						

Subtotal for Section - 26

\$179,312.38

Contractor's Price Proposal - Detail Continues..

Work Order Number: 115006.00
Work Order Title: Ford Park Walkway Lighting

Section - 31

30	31 05 13 00 0009	CY	Crushed Lime Rock Maximum 3-1/2"						\$173.11	
		Installation	Quantity	Unit Price	Factor	=	Total			
			5.00	33.40	1.0366		173.11			
			x	x						
			Electrical Infrastructure underground vault drainage							
31	31 05 13 00 0009 0053	MOD	For Up To 8, Add						\$34.62	
		Installation	Quantity	Unit Price	Factor	=	Total			
			5.00	6.68	1.0366		34.62			
			x	x						
32	31 23 16 13 0004	CY	12" Wide or Less, Excavation for Trenching by Machine in Loose RockIncludes compacted aggregate						\$1,794.35	
		Installation	Quantity	Unit Price	Factor	=	Total			
			100.00	17.31	1.0366		1,794.35			
			x	x						
			Earthwork/trenching/boring for electrical infrastructure.							
33	31 23 16 13 0004 0062	MOD	For >50 To 250, Add						\$448.85	
		Installation	Quantity	Unit Price	Factor	=	Total			
			100.00	4.33	1.0366		448.85			
			x	x						
34	31 23 16 13 0008	CY	Excavation For Trenching By Hand In Loose Rock Or Compacted AggregateIncludes stockpiling excess materials and trimming sides and bottom of trench.						\$8,589.61	
		Installation	Quantity	Unit Price	Factor	=	Total			
			39.00	212.47	1.0366		8,589.61			
			x	x						
			Earthwork/trenching/boring for electrical infrastructure. Hand work for existing obstructions: pipes, irrigation, oil, sidewalk, roots							
35	31 23 16 13 0010	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine						\$386.65	
		Installation	Quantity	Unit Price	Factor	=	Total			
			100.00	3.73	1.0366		386.65			
			x	x						
			Earthwork/trenching/boring for electrical infrastructure.							
36	31 23 16 46 0013	CY	Compaction of Fill or Subbase by Hand At Exposed Underground Pipe Or Structures						\$1,883.11	
		Installation	Quantity	Unit Price	Factor	=	Total			
			39.00	46.58	1.0366		1,883.11			
			x	x						
			Earthwork/trenching/boring for electrical infrastructure. Hand work for existing obstructions: pipes, irrigation, oil, sidewalk, roots							

Subtotal for Section - 31 **\$13,310.30**

Section - 32

37	32 84 23 00 0119	EA	10" Round Irrigation Valve Box With Lid (Carson 910-10)						\$5,218.37	
		Installation	Quantity	Unit Price	Factor	=	Total			
			39.00	129.08	1.0366		5,218.37			
			x	x						
			Electrical Infrastructure underground electrical pull vaults with locking lid							
38	32 91 13 36 0018	SY	Removal Of Sod By Hand						\$2,886.93	
		Installation	Quantity	Unit Price	Factor	=	Total			
			500.00	5.57	1.0366		2,886.93			
			x	x						
			Earthwork/trenching/boring for electrical infrastructure. Hand work for Grass removal and replacement							

Subtotal for Section - 32 **\$8,105.30**

Proposal Total **\$249,909.48**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: January 03, 2024

Re: IQC Master Contract #: CA-R8-E01-123021-ABM
Work Order #: 115006.00
Owner PO #:
Title: Ford Park Walkway Lighting
Contractor: ABM Electrical & Lighting Solutions Inc.
Proposal Value: \$249,909.48

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

EXHIBIT "C"
SOURCEWELL DOCUMENTS

Exhibit "C" was too large to include in the agenda packet. If you would like to request a copy please contact the City Clerk's office at (562) 806-7704 or via email at cityclerkdesk@bellgardens.org



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT
Item 7.**

TO: Honorable Mayor and City Council Members
FROM: Michael O'Kelly, City Manager
BY: Daisy Gomez, City Clerk
SUBJECT: **CITY COUNCIL APPOINTMENT TO EXTERNAL COMMITTEES**
DATE: January 8, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council make changes, reappointments, or appointments as necessary to the attached matrix of Council Appointments to External Regulatory and Advisory Boards, Commissions, and Committees.

BACKGROUND/DISCUSSION:

The City of Bell Gardens resides within a larger geo-political environment with a variety of complex issues and concerns. Council Members are typically appointed as representatives on various external boards, commissions, and committees who serve the larger geo-political region.

The Council typically makes revisions to the list (Exhibit 1) yearly following the annual Council reorganization. Exhibit 2 gives a brief description of what each board or committee does. The Council may also make appointment revisions to this list during the year as needs arise.

CONCLUSION:

By updating the Council Appointments to External Regulatory and Advisory Boards, Commissions and Committees Matrix, the City Council is assuring proper representation for the City of Bell Gardens in the larger geo-political region.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

- Exhibit 1 - External Committees Matrix
- Exhibit 2 - External Committees

APPROVED ELECTRONICALLY BY:

- Michael B. O'Kelly, City Manager
- Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
- Manuel Carrillo, Director of Finance and Administrative Services

COUNCIL APPOINTMENTS TO EXTERNAL REGULATORY AND ADVISORY BOARDS, COMMISSIONS AND COMMITTEES

NO.	ORGANIZATION	MEETING DATE AND TIME	DELEGATE	ALTERNATE
1	California Cities for Self-Reliance Joint Powers Authority	3rd Wednesday of each month, 10:00 a.m. Rotating locations	Francis de Leon Sanchez	Marco Barcena
2	California Contract Cities Association	3rd Wednesday of each month, 6:30 p.m.	Jorgel Chavez Mayor Automatic Appointment	VACANT
3	California Joint Powers Insurance Authority	4th Wednesday of each month, 5:30 p.m. Annual Board of Directors Meeting is held the 3rd Wednesday in July	Marco Barcena	Francis de Leon Sanchez
4	Gateway Cities Council of Governments	1st Wednesday of the month, 5:30 p.m.	Francis de Leon Sanchez	Jorgel Chavez
5	Greater Los Angeles County Vector Control District	2nd Thursday of each month, 7:30 p.m.	Pedro Aceituno (thru Jan. 2, 2025)	NO ALTERNATE NEEDED
6	HUB Cities Consortium	3rd Thursday of each month, 5:15 p.m.	Maria Pulido	Marco Barcena
7	Independent Cities Association	2nd Thursday of each month except for August 7:00 p.m.	Maria Pulido	Francis de Leon Sanchez
8	League of California Cities Los Angeles County Division	1st Thursday of each month, 6:00 p.m. Annual Conference is held in September.	Jorgel Chavez	Marco Barcena
9	Los Angeles County City Selection Committee	Meets as needed, approximately three to four times a year.	Jorgel Chavez Mayor Automatic Appointment	VACANT
10	Sanitation Districts of Los Angeles County	2nd & 4th Wednesday of each month, 1:30 p.m.	Jorgel Chavez Mayor Automatic Appointment	Marco Barcena
11	Southeast Area Animal Control Authority (SEAACA)	3rd Thursday of each month, 2:00 p.m.	Marco Barcena	Francis de Leon Sanchez
12	Southeast Community Development Corporation	Quarterly, no set meeting, date/time.	Jorgel Chavez	Marco Barcena
13	Southern California Association of Governments	The General Assembly is held once a year on the first Thursday and Friday in May.	Jorgel Chavez	Marco Barcena

BELL GARDENS CITY COUNCIL EXTERNAL COMMITTEE APPOINTMENTS

This list offers a brief description of each of the external committees and their regular meeting dates, times, and locations

California Cities for Self-Reliance Joint Powers Authority

DELEGATE: FRANCIS DE LEON SANCHEZ

ALTERNATE: FRANCIS DE LEON SANCHEZ

Meetings: 3rd Wednesday of each month, 10:00 am

12616 Central Ave., Chino CA

FORM 700 & AB1234 FILING REQUIRED

The Cities for Self-Reliance Joint Powers Authority was formed in July 2001 by the Cities of Bell Gardens, Commerce, Gardena, and Hawaiian Gardens. In July 2006, the existing Cities of the JPA admitted the Cities of Compton and Inglewood as Members of the JPA. The JPA's purpose is as follows: "To promote and protect the card club gaming economy of the State of California and of the Member Cities of this JPA"

California Contract Cities Association

DELEGATE: JORGEL CHAVEZ (Mayor automatic appointment)

ALTERNATE: VACANT

Meetings: 3rd Wednesday of each month, 6:30 pm

17315 Studebaker Rd., Suite 210, Cerritos, CA 90703

AB1234 FILING REQUIRED

California Contract Cities Association (CCCA) is a collection of member cities united for a common cause. CCCA has grown from eight contracting or member cities to 67 member cities today with more than ten million residents. The general purpose of CCCA is to serve as a rallying point for cities contracting for municipal services so that we ensure our constituents the best service at the minimum cost. Through municipal seminars, education, and the exchange of ideas and information, our association combines resources to influence policy decisions affecting our member cities.

California Joint Powers Insurance Authority

DELEGATE: MARCO BARCENA

ALTERNATE: FRANCIS DE LEON SANCHEZ

Meetings: 4th Wednesday of each month, 5:30 pm

Annual Board of Directors Meeting 3rd Wednesday in July, 7:00 p.m.

8081 Moody St., La Palma, CA 90623

Cities have joined together to form the CJPIA for the purpose of providing liability protection for their members. The CJPIA is one of the largest municipal self-insurance pools in the state. The members take an active role in determining the programs and services that will be provided. A Board of Directors, consisting of one elected official appointed by each member City, governs the CJPIA.

Gateway Cities Council of Governments

DELEGATE: FRANCIS DE LEON SANCHEZ

ALTERNATE: JORGEL CHAVEZ

Meetings: Board of Directors – 1st Wednesday of each month, 5:30 p.m.

16401 Paramount Blvd., Paramount, CA 90723

FORM 700 FILING REQUIRED

The Gateway COG consists of 27 cities in Southeast Los Angeles County and numerous unincorporated communities of the County. The County of Los Angeles and the Port of Long Beach are also member agencies. The core mission is improving the region's transportation, air quality, housing, and economic health.

Greater Los Angeles County Vector Control District

DELEGATE: PEDRO ACEITUNO (through Jan. 2025)

ALTERNATE: NO ALTERNATE NEEDED

Meetings: 2nd Thursday of each month, 7:30 p.m.

12545 Florence Ave., Santa Fe Springs, CA 90670

FORM 700 & AB1234 FILING REQUIRED

A California governmental agency committed to promoting community health, comfort, and welfare through effective and responsive vector control. The staff of California-certified vector control professionals are experts in mosquito abatement operations, disease surveillance, and public health outreach. Protecting the health of the public in the 34 cities and areas of Los Angeles County served is our number one priority. We strive to accomplish our mission with care, courtesy, and professionalism.

Hub Cities Consortium

DELEGATE: MARIA PULIDO

ALTERNATE: MARCO BARCENA

Meetings: 3rd Thursday of each month, 5:15 pm

2677 Zoe Ave. 2nd Floor, Huntington Park, CA 90201

FORM 700 & AB1234 FILING REQUIRED

Hub Cities Consortium's (HCC) mission is to develop a world-class workforce by providing universal access to information and resources for jobseekers, businesses, and the community at large. By serving as the access point to workforce systems, empowering jobseekers, and by working with the business community to meet their needs, the HCC will advance the economic wellbeing of the region.

Independent Cities Association

DELEGATE: MARIA PULIDO

ALTERNATE: FRANCIS DE LEON SANCHEZ

Meetings: 2nd Thursday of each month, 7:00 pm

1049 Havenhurst Drive, #5 West Hollywood, CA 90046

Independent Cities Association is a nonprofit organization made up of 32 Southern California member cities focused on education, legislative advocacy, intergovernmental relationship, and other major issues that exceed the boundaries of its member cities.

League of California Cities

DELEGATE: JORGEL CHAVEZ

ALTERNATE: MARCO BARCENA

**Meetings: 1st Thursday of each month, 6:00 p.m. (Los Angeles County Division)
Annual Conference**

1400 "K" St., Suite 400, Sacramento, CA 95814 (Sacramento)

P.O. Box 1444 Monrovia, CA 91017 (Los Angeles County Division)

The League of California Cities is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities. The Los Angeles County Division is the largest of 16 regional divisions of the League of California Cities and is comprised of 86 cities in Los Angeles County, from the smallest in population (City of Vernon) to the largest (City of Los Angeles) of the state's 480 cities.

Los Angeles County City Selection Committee

DELEGATE: JORGEL CHAVEZ (Mayor automatic appointment)

ALTERNATE: VACANT

Meetings: Meets three or four times a year

Metropolitan Water District, 700 N. Alameda Street, LA, CA 90012

Their duties are to appoint City representatives to such Boards, Commissions, and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the

City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman.

Sanitation Districts of Los Angeles County (District No. 2)

DELEGATE: JORGEL CHAVEZ (Mayor automatic appointment)

ALTERNATE: MARCO BARCENA

Meetings: 2nd & 4th Wednesday of each month, 1:30 pm

1955 Workman Mill Rd., Whittier, CA 90607

FORM 700 & AB1234 FILING REQUIRED

The Sanitation Districts protect public health and the environment through innovative and cost-effective wastewater and solid waste management, and in doing so convert waste into resources such as reclaimed water, energy, and recycled materials. To maximize efficiency and reduce costs, the 23 Districts work cooperatively under a Joint Administration Agreement with one administrative staff headquartered near the City of Whittier. Each Sanitation District has a Board of Directors consisting of the mayor of each city, and the Chair of the Board of Supervisors for unincorporated territory within the District. Each District pays its proportionate share of joint administrative costs.

Southeast Area Animal Control Authority (SEAACA)

DELEGATE: MARCO BARCENA

ALTERNATE: FRANCIS DE LEON SANCHEZ

Meetings: 3rd Thursday of each month, 2:00 p.m.

9777 SEAACA St., Downey, CA 90241

FORM 700 & AB1234 FILING REQUIRED

Founded in 1975, SEAACA is a municipal joint-powers agency serving 13 cities in Los Angeles County. SEAACA provides Animal Services to the cities of Bell Gardens, Bellflower, Buena Park, Downey, Lakewood, La Palma, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, South El Monte, South Gate, and Vernon. SEAACA's Shelter and Animal Wellness Clinic are open to all.

Southeast Community Development Corporation

DELEGATE: JORGEL CHAVEZ

ALTERNATE: MARCO BARCENA

Meetings: Quarterly, no set meeting date/time

6423 E. Florence Place Suite 103, Bell Gardens, CA 90201

The Southeast Community Development Corporation (SCDC), a non-profit organization, was incorporated on May 4, 1994, and was conceived from the realization that serious social and economic problems existed in the Southeast's eight-member cities. Elected officials from the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, South Gate, and Vernon were brought together to address issues of economic development from a regional perspective. The SCDC was created on the belief that community problems must be solved by the community itself and is committed to utilizing resources within the community. With local funding sources, the SCDC has continued to be a strong investment in the communities it serves.

Southern California Association of Governments

DELEGATE: JORGEL CHAVEZ

ALTERNATE: MARCO BARCENA

Meetings: Executive Board and subcommittee meetings are called as necessary. The General Assembly is held once a year on the first Thursday and Friday in May.

900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017

FORM 700 FILING REQUIRED

SCAG is the nation's largest metropolitan planning organization, representing six counties, 189 cities, and more than 19 million residents. SCAG undertakes a variety of planning and policy initiatives to encourage a more sustainable

Southern California now and in the future. Under the guidance of the Regional Council and in collaboration with its partners, SCAG's mission is to facilitate a forum to develop and foster the realization of regional plans that improve the quality of life for Southern Californians.



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 8.

TO: Honorable Mayor and City Council Members
FROM: Michael O'Kelly, City Manager
BY: Daisy Gomez, City Clerk
SUBJECT: **LOCAL COMMISSIONS APPOINTMENT LIST**
DATE: January 8, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

BACKGROUND/DISCUSSION:

The Local Appointments List includes all Bell Gardens Commissions and Commissioners. The City Council adopted Ordinance No. 825 on July 13, 2009 establishing minimum requirements for service on commissions. All Commissioners must reside within the City of Bell Gardens and may only serve on one Commission at a time. Once appointed, each Commissioner must adhere to the requirements of the City's Conflict of Interest Code and state-mandated AB 1234 ethics training and AB 1661 harassment training.

Ordinance No. 825 allows each Council Member to remove or appoint one candidate per Commission, subject to the approval of the Council majority. Appointed Commission Members serve terms that coincide with the term of the Council Member who made the appointment.

CONCLUSION:

After an appointment is made, Commission members will receive their Oath of Office before beginning service with their respective Commission at the next regularly scheduled Commission meeting. The City Clerk's Office will arrange for the proper filing of Conflict of Interest Code forms and schedule trainings for AB 1234 and AB 1661.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Commissioner Roster

Exhibit 2 - Notice of Vacancies

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

**CITY OF BELL GARDENS
ROSTER OF CITY COMMISSIONS
Updated 12/13/2023**

NAME	APPOINTED BY	APPOINTMENT DATE
EDUCATION COMMISSION		
Meeting Date: Second Thursday of every month, City Hall Council Chamber, 5:00 p.m. Staff Liaison - Ana Avalos, Recreation and Community Services Supervisor, (562) 806-7650		
Kristina Paulo	Barcena	1/9/2023
Miguel Flores	Chavez	3/22/2021
Victoria Mirembe	Gomez	11/13/2023
Vacant	De Leon Sanchez	
Jeanette Beltran	Pulido	12/11/2023
PLANNING COMMISSION		
Meeting Date: Third Wednesday of every month, City Hall Council Chamber, 5:15 p.m. Staff Liaison - Steven Jones, City Planner, (562) 806-7722		
Armando Barcena	Barcena	1/9/2023
Miguel De La Rosa	Chavez	1/11/2021
Gustavo Mendez	Gomez	8/28/2023
Oscar Boado	De Leon Sanchez	9/11/2023
Andrew Leon	Pulido	11/13/2023
RECREATION, CULTURAL AND YOUTH COMMISSION		
Meeting Date: Third Thursday of every month, City Hall Council Chamber, 6:00 p.m. Staff Liaison – Armando Andrade, Recreation and Community Services Supervisor, (562) 806-7650		
Isabel Duron	Barcena	1/9/2023
Tiara Solorzano	Chavez	1/25/2021
Katelynn Cabrera	Gomez	10/23/2023
Cecilia Diaz-Jimenez	De Leon Sanchez	1/23/2023
Cindy Alvarado	Pulido	2/27/2023
SENIOR CITIZEN COMMISSION		
Meeting Date – Second Wednesday of every month, City Hall Council Chamber, 6:00 p.m. Staff Liaison – Diana Ortiz, Recreation and Community Services Supervisor (562) 806-7650		
Ana Maria Sanchez Flores	Barcena	1/9/2023
Diana Rivera	Chavez	1/9/2023
Vacant	Gomez	
Stephanie Perez	De Leon Sanchez	1/23/2023
Ernesto Ramirez	Pulido	12/11/2023
TRAFFIC AND SAFETY COMMISSION		
Meeting Date – First Tuesday of every month, City Hall Council Chamber, 5:30 p.m. Staff Liaison – Bernardo Iniguez , Director of Public Works/Facilities (562) 806-7770		
David Heredia	Barcena	1/9/2023
Carlos Jose Barrera	Chavez	1/11/2021
Raul Velasco	Gomez	10/9/2023
Hugo Alvarado	De Leon Sanchez	1/9/2023
Jayson Gavilanes	Pulido	1/11/2021



City of Bell Gardens

NOTICE OF COMMISSION
VACANCIES

The City Council is seeking applications for the following vacancies:

NAME	APPOINTED BY	NOTICE POSTED	APPOINTMENT DATE
EDUCATION COMMISSION			
Victoria Mirembre	Gomez		1/09/2023
Jeanette Beltran	Pulido		12/11/2023
VACANT	De Leon Sanchez	8/30/2023	
Kristina Paulo	Barcena		1/09/2023
Miguel Flores	Chavez		3/22/2021
PLANNING COMMISSION			
Gustavo Mendez	Gomez		8/28/2023
Andrew Leon	Pulido		11/13/2023
Oscar Boado	De Leon Sanchez		9/11/2023
Armando Barcena	Barcena		1/09/2023
Miguel De La Rosa	Chavez		1/11/2021
RECREATION, CULTURAL AND YOUTH COMMISSION			
Katelynn Cabrera	Gomez		10/23/2023
Cindy Alvarado	Pulido		2/27/2023
Cecilia Diaz-Jimenez	De Leon Sanchez		1/23/2023
Isabel Duron	Barcena		1/09/2023
Tiara Solorzano	Chavez		1/25/2021
SENIOR CITIZEN COMMISSION			
VACANT	Gomez	7/5/2023	
Ernesto Ramirez	Pulido		12/11/2023
Stephanie Perez	De Leon Sanchez		1/23/2023
Ana M Sanchez Flores	Barcena		1/09/2023
Diana Rivera	Chavez		1/09/2023
TRAFFIC AND SAFETY COMMISSION			
Raul Velasco	Gomez		10/09/2023
Jayson Gavilanes	Pulido		1/11/2021
Hugo Alvarado	De Leon Sanchez		1/09/2023
David Heredia	Barcena		1/09/2023
Carlos Jose Barrera	Chavez		1/11/2021

Applicants must be residents of the City. No person previously convicted of a felony in this state or elsewhere shall be permitted to serve on any City Commission. Before assuming the duties of a commissioner, each person appointed shall take and file with the City Clerk the same constitutional oath of office required of members of the city council. Any member of a commission shall be deemed to have resigned from the commission, and his or her office as a member of the commission shall automatically vacated, in the event, the member ceases to be a resident of the City or is convicted of a felony. (Bell Gardens Municipal Code Sections 2.68.030, 2.28.030, 2.22.030, 2.35.030)

Applications may be obtained from the City Clerk's Office: 7100 Garfield Ave, Bell Gardens, CA 90201. Applications will be accepted in the City Clerk's Office on a continuous basis until an appointment is made. Please call the City Clerk's Office at (562) 806-7705 for more information.

Daisy Gomez
Daisy Gomez
City Clerk