



CITY OF SANTA FE SPRINGS
REGULAR MEETINGS OF THE PUBLIC FINANCING
AUTHORITY, WATER UTILITY AUTHORITY, HOUSING
SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL
AGENDA

TUESDAY, OCTOBER 17, 2023
AT 6:00 P.M.

CITY HALL COUNCIL CHAMBERS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

CITY COUNCIL

Juanita Martin, Mayor
Jay Sarno, Mayor Pro Tem
Annette Rodriguez, Councilmember
William K. Rounds, Councilmember
Joe Angel Zamora, Councilmember

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Ivy M. Tsai

CITY STAFF

Fire Chief
Police Chief
Director of Community Services
Director of Finance
Director of Planning
Director of Police Services
Director of Public Works
City Clerk

Chad Van Meeteren
Aviv Bar
Maricela Balderas
Lana Dich
Wayne Morrell
Dino Torres
James Enriquez
Janet Martinez

NOTICES

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

SB 1439: Effective January 1, 2023, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$250 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

Please Note: Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m.-5:30 p.m., Monday-Thursday and every other Friday. Telephone: (562) 868-0511.

You may attend the City Council meeting telephonically or electronically using the following means:

Electronically using Zoom: Go to Zoom.us and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdkQXNZVzh4Zz09>

Zoom Meeting ID: 521620472

Password: 659847

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

1. PRESENTATION FROM RIO HONDO COLLEGE TRUSTEE KRISTAL OROZCO AND SUPERINTENDENT/PRESIDENT DR. MARILYN FLORES (CITY MANAGER)
2. PRESENTATION FROM FIRE CHIEF, CHAD VAN MEETEREN ON RELAY FOR LIFE (FIRE)
3. PROCLAMATION – PROCLAIMING THE WEEK OF OCTOBER 23 – 31, 2023 AS “RED RIBBON WEEK” IN THE CITY OF SANTA FE SPRINGS (POLICE SERVICES)
4. HERITAGE PARK AUDIO TOUR (COMMUNITY SERVICES)

CHANGES TO AGENDA

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS

At this time, the general public may address the City Council on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC FINANCING AUTHORITY, WATER UTILITY AUTHORITY, HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING – NONE

OLD BUSINESS

CITY COUNCIL

5. APPROVAL OF REVISED HERITAGE ARTWORK IN PUBLIC PLACES PROGRAM – ART EDUCATION GRANT GUIDELEINES RECOMMENDED BY HERITAGE ARTS ADVISORY COMMITTEE (HAAC) (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the revised Heritage Artwork in Public Places Program – Art Education Grant Guidelines recommended by the Heritage Arts Advisory Committee.

REGULAR BUSINESS

CITY COUNCIL

**6. AMENDMENT OF CHAPTER 34 OF THE CODE OF SANTA FE SPRINGS
RELATING TO PURCHASING (CITY ATTORNEY)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Introduce by title only and waive further reading of Ordinance No. 1133: AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 34 (FINANCE AND REVENUE) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASING.
- 2) Take such additional, related, action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

PUBLIC FINANCING AUTHORITY

**7. MINUTES OF THE SEPTEMBER 5, 2023 PUBLIC FINANCING AUTHORITY
MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

**8. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED
THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY
(PFA) (FINANCE)**

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Receive and file the report.

WATER UTILITY AUTHORITY

**9. MINUTES OF THE SEPTEMBER 5, 2023 WATER UTILITY AUTHORITY
MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

10. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report.

11. STATUS UPDATE OF WATER-RELATED CAPITAL IMPROVEMENT PROJECTS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report; and
- 2) Take such additional, related action that may be desirable.

HOUSING SUCCESSOR

12. MINUTES OF THE SEPTEMBER 5, 2023 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

13. MINUTES OF THE SEPTEMBER 5, 2023 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

14. MINUTES OF THE SEPTEMBER 5, 2023 REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

15. EMERGENCY RESPONSE VEHICLE PACKAGE (EMERGENCY RESPONSE LIGHTS AND RADIOS) (FIRE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the purchase of Whelen Emergency Lighting and Siren Equipment installation from 911Vehicle; and
- 2) Authorize 911Vehicle to install grant-purchased communication equipment; and
- 3) Authorize purchasing and installing Santa Fe Springs Department of Fire-Rescue graphics and emergency reflective tape from 911Vehicle.

16. PURCHASE REPLACEMENT SELF CONTAINED BREATHING APPARATUS (SCBA), PACK/CYLINDER; NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) REQUIRED (FIRE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the purchase of a replacement Self Contained Breathing Apparatus (SCBA) pack/cylinder from Curtis Fire Equipment; and
- 2) Take such additional, related, action that may be desirable.

17. FIRE STATION APPARATUS BAY DOORS REPLACEMENT – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Accept the bids; and
- 2) Award a contract to GMAT, Inc. dba: Inland Overhead Door Co. of Colton, California in the amount of \$209,000.00; and
- 3) Take such additional, related, action that may be desirable.

18. CLARKE ESTATE PARKING LOT PAVING IMPROVEMENTS – AUTHORIZATION TO ADVERTISE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve adding the Clarke Estate Parking Lot Paving Improvements project to the Capital Improvement Plan; and
- 2) Appropriate \$300,000 from the Utility Users Tax (UUT) Capital Improvement Plan Fund to the Clarke Estate Parking Lot Paving Improvements Project; and

- 3) Approve the Plans & Specifications; and
 - 4) Authorize the City Engineer to advertise for construction bids; and
 - 5) Take such additional, related, action that may be desirable.
19. **2024 5K FUN RUN/WALK TRAFFIC CONTROL PLANS – REQUEST FOR APPROVAL (COMMUNITY SERVICES)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue and Telegraph Road for the detouring of traffic for the 2024 5K Fun Run/Walk route on Saturday, March 9, 2024.

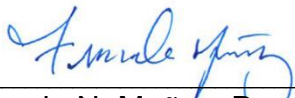
APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Council member announcements; requests for future agenda items; conference/meetings reports. Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

ADJOURNMENT TO MEETING OF NOVEMBER 7, 2023

I, Fernando N. Muñoz, Deputy City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 72 hours at the following locations; City's website at www.santafesprings.org; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road.



Fernando N. Muñoz, Deputy City Clerk



CITY OF SANTA FE SPRINGS
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Maricela Balderas, Director of Community Services
Ed Ramirez, Family & Human Services Manager

SUBJECT: APPROVAL OF REVISED HERITAGE ARTWORK IN PUBLIC PLACES PROGRAM - ART EDUCATION GRANT GUIDELINES RECOMMENDED BY HERITAGE ARTS ADVISORY COMMITTEE (HAAC)

DATE: October 17, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the revised Heritage Artwork in Public Places Program – Art Education Grant Guidelines recommended by the Heritage Arts Advisory Committee.

FISCAL IMPACT

The annual amount of Art Education Grants is currently budgeted at \$50,000 per fiscal year in the Public Art & Education Program Activity (10511001-593000).

BACKGROUND

The Heritage Arts in Public Places Program has been funding art education programs for K-12 students in Santa Fe Springs for over 30 years. The Heritage Arts in Public Places Art Education Grant Program is administered by the Heritage Arts Advisory Committee (HAAC) in an advisory capacity. Funded by the Heritage Arts in Public Places program, the Heritage Arts Education Endowment Fund was established to support youth oriented art programs and events with Art Education Grants. Grants are provided to schools or organizations predominantly serving Santa Fe Springs students in grades K-12. Interested schools have the opportunity to submit applications annually requesting funds to help support their art education programs. Applicants must follow the Art Education Grant Guidelines when completing their applications. Grant applications are reviewed by the HAAC and recommended to the City Council for final approval.

Approval of Revised Heritage Artwork in Public Places Program - Art Education Grant Guidelines Recommended by Heritage Arts Advisory Committee (HAAC)

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The HAAC reviewed and recommended the approval of (28) Art Education Grant applications for Fiscal Year 2023-24 in the amount of \$58,364.97 at their meeting on July 25, 2023. At the August 1, 2023 council meeting, the City Council approved the 28 grant applications in the amount of \$58,364.97.

City Council directed staff to have the HAAC review the existing Art Education Grant Guidelines to ensure that only schools located in Santa Fe Springs are awarded art grants. Staff was also directed to review the percentage of student residency of schools not located in Santa Fe Springs. Staff surveyed all schools within Santa Fe Springs and school districts. Below is a percentage of Santa Fe Springs student residency:

District	School Name	% of SFS Residents
Little Lake City School District	Cresson Elementary (Norwalk)	21%
Little Lake City School District	Jersey Ave. Elementary (SFS)	83%
Little Lake City School District	Lakeland Elementary (Norwalk)	23%
Little Lake City School District	Lakeview Elementary (SFS)	86%
Little Lake City School District	Paddison Elementary (Norwalk)	4%
Little Lake City School District	Studebaker Elementary (Norwalk)	2%
Little Lake City School District	William Orr Elementary (Norwalk)	5%
Little Lake City School District	Lake Center Middle (SFS)	58%
Little Lake City School District	Lakeside Middle (Norwalk)	3%
Los Nietos School District	Ada S. Nelson Elementary (Unincorporated Whittier)	2.6%
Los Nietos School District	Aeolian Elementary (Unincorporated Whittier)	0.3%
Los Nietos School District	Rancho Santa Gertrudes Elementary (SFS)	57.6%
Los Nietos School District	Los Nietos Middle (Unincorporated Whittier)	12.4%
(Private)	Santa Fe Springs Christian School (SFS)	15%
(Private)	St. Paul High (SFS)	8%
(Private)	St. Pius X Parish School (SFS)	undetermined
Whittier Union High School District	Pioneer High (Unincorporated Whittier)	4%
Whittier Union High School District	Santa Fe High (SFS)	37%

At its August 29, 2023 meeting, the HAAC discussed and reviewed the current Art Education Grant Guidelines. The following are the recommendations made by the HAAC and for the City Council's consideration:

1. Grants are provided to all schools serving students in grades K-12 located in Santa Fe Springs including Cresson Elementary, Lakeland Elementary, Los Nietos Middle, and Pioneer High School who serve a percentage of Santa Fe Springs residents.
2. Under Section 15, add "Subject to the discretion of the Heritage Arts Advisory Committee and approval of City Council. Art grants may be used for the following allowable expenses, includes but not limited to:"

Approval of Revised Heritage Artwork in Public Places Program - Art Education Grant Guidelines Recommended by Heritage Arts Advisory Committee (HAAC)

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3. Under Section 15n, add “(i.e. cameras, digital cameras, devices, tablets, computers, etc.).”
4. Under Section 15o, add “battery operated tea lights”
5. Under Section 16b, add “(i.e. glue guns)”
6. Under Section 16d, add “electrical”
7. Under Section 16e, add “(i.e. printers, ink, other supplies for printer)”
8. Under Section 16t, add “theme park admission”

ANALYSIS

The newly revised guidelines for Fiscal Year 2024-2025 will provide additional guidance to school applicants on approved requests and assist the HAAC when reviewing and approving art education grant applications.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

- A. Attachment A - Proposed Art Education Guidelines and Application – Fiscal Year 2024-2025

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



Heritage Artwork in Public Places Program

ART EDUCATION GRANT GUIDELINES AND APPLICATION

Fiscal Year 2024 - 2025

DUE: Friday, June 14, 2024

Gus Velasco Neighborhood Center
9255 Pioneer Boulevard
Santa Fe Springs, CA 90670

ATTN: Management Analyst II
(562) 692-0261, Ext. 3216

or

Edmund Ramirez, Executive Secretary
(562) 692-0261, Ext. 3211

edmundramirez@santafesprings.org

ART EDUCATION GRANT GUIDELINES

ELIGIBILITY CRITERIA

1. Grants are provided to all schools serving students in grades K – 12 located in Santa Fe Springs including Cresson Elementary, Lakeland Elementary, Los Nietos Middle, and Pioneer High School who serve a percentage of Santa Fe Springs residents.
2. Proposals must clearly explain how children's knowledge and awareness of art will be enhanced.
3. Proposals must clearly explain how the art grant will provide age and skills appropriate learning opportunities.
4. Art Education Programs must provide hands-on and/or learning projects that may culminate into exhibitions, productions, demonstrations, or art-related fieldtrips.
5. Project must be completed during the funding cycle.
6. For schools, projects may take place during regular school hours, and/or after school.
7. Only principals, teachers and/or program directors may apply for the grant. For teachers and program directors, the **principal** of your school or the **executive director** of your organization must review and sign the proposal. School and/or organization volunteers and/or aides are not eligible to apply. Contract artist(s) MAY NOT apply or sign applications.
8. Contract artist(s) must be over the age of 21.
9. Only one application per teacher/program director may be submitted. *(Except when a teacher/program director submits an application for two different schools.)* Principals may apply for one grant for their school.
10. It is expected that your art project is collaborative, both financially as well as in implementation. Failure to list how this will be accomplished and with whom could reduce or eliminate funding for your project. Parent group involvement, fundraising activities, and/or sponsorships are required. List all participants and/or funds contributed towards the project.

BUDGET (AMOUNT NOT TO EXCEED \$5,000)

11. The budget must clearly identify how the funds will be used.
12. Applicant MUST submit itemized budget template included in application.
13. Art grants must be spent for the approved program. Supplies must be used during the school year for which the grant was awarded. **Monies not spent must be returned.**
14. The grant may only be used for approved projects. Any changes to the approved project must be submitted in writing and receive approval from the committee before implementation.

Changes without approval could result in requesting the return of the grant funds and/or being disqualified from future grants.

15. Subject to the discretion of the Heritage Arts Advisory Committee and approval of City Council. Art grants may be used for the following allowable expenses, includes but not limited to:

- a. study units about art masters/meet the masters
- b. musical and theater productions (one per year)
- c. recorded music
- d. art/music educators (contract artists)
- e. cultural art
- f. art supplies (i.e. paint, crayons, art pencils, construction paper, glue, glitter, etc.)
- g. sheet music (must remain at school/organization)
- h. costume fabric
- i. art museum fieldtrips
- j. buses/transportation to field trips
- k. substitute teachers for required field trips
- l. concerts
- m. printing as award of art competition
- n. **This item is only allowable for high schools:** electronic devices* (i.e. **cameras, digital cameras, devices, tablets, computers, etc.**) and software* needed for digital art (devices and software to remain the property of the school organization and must remain on the premises at all times).

Examples of digital art: animations, videos, digital photography, digital collage, pixel art, etc.

o. battery operated tea lights

16. Art grants may not be used for the following:

- a. food and/or refreshments
- b. tools (**i.e. glue guns**)
- c. lumber
- d. lights (**electrical**)
- e. equipment (**i.e. printers, ink, other supplies for printer**)
- f. knives or any other implement not allowed in schools
- g. chaperone expenses
- h. P.A systems
- i. computer games
- j. window coverings
- k. stage curtains
- l. finished costumes
- m. mirrors
- n. audiovisual equipment
- o. shipping charges
- p. musical instruments
- q. printing (i.e. worksheets, flyers, programs, brochures)
- r. theater rental
- s. fundraising: grant funding may not be used to re-sell items funded by art grant
- t. **theme park admission**

17. Materials, devices and supplies purchased with an art grant become property of the school/organization. In the event that the teacher/applicant leaves employment at the school, school district or organization, the items purchased with the art grant must remain at the original school or organization and the successor of the art project must assume the oversight of the approved proposal.
18. All printed material related to the grant must list the Heritage Artwork in Public Places Program as a funder of the project(s).

REQUIREMENTS – ART GRANT APPLICATION

19. All proposals **must** be typed. Hand written proposals will not be considered. You may download the application from our website at www.sfsheritagearts.org. Please do **not copy and paste from a previous application**.
20. Proposals must be emailed to edmundramirez@santafesprings.org. Proposals are due **June 14, 2024**.
21. Art Grant applications received after due date will be disqualified.
22. All supporting documentation must be submitted with the application. Incomplete proposals, and proposals with insufficient clarification **will not** be considered.

REQUIREMENTS – ART GRANT FINAL FINANCIAL REPORT

23. By accepting the funds, the school or organization agrees to submit a final report including a financial summary by the end of the school year. These reports are due no later than **May 17, 2024**. Failure to submit the report will result in the disqualification of the school/organization from future grants. The final report form is available on our website at www.sfsheritagearts.org.
24. It is highly recommended you invite the Heritage Arts Advisory Committee to view your project by sending an email to Edmund Ramirez, Executive Secretary to the Heritage Arts Advisory Committee at edmundramirez@santafesprings.org. In your email, include a schedule of program dates and times.
25. Final report must be typed. Hand written reports will not be considered.
26. Applicant must provide photographs and/or samples of the project. This documentation must be submitted with the final report. **Grant funds may not be used for this purpose.**
27. If any of these guidelines are deemed unmet, the Heritage Arts Advisory Committee may elect to disallow you from submitting any future Art Education Grant Applications.

DATES TO REMEMBER

Financial Report for Fiscal Year 2023-24 Art Grant Due:	May 17, 2024
Grant Application for Fiscal Year 2024-2025 Due:	June 14, 2024
Announcement of Grant Award or Rejection:	August 2024
Award Disbursements:	September 2024
Financial Report for Fiscal Year 2024-2025 Proposal Due:	May 16, 2025



CITY OF SANTA FE SPRINGS
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Ivy M. Tsai, City Attorney

**SUBJECT: AMENDMENT OF CHAPTER 34 OF THE CODE OF SANTA FE SPRINGS
RELATING TO PURCHASING**

DATE: October 17, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Introduce by title only and waive further reading of Ordinance No. 1133: AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 34 (FINANCE AND REVENUE) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASING.
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Potential savings as a result of streamlining procedures, including the ability to meet certain purchasing timeframes.

BACKGROUND

City staff has encountered unnecessary hurdles and inefficiencies operating under the existing purchasing ordinance, including inability to respond to purchasing windows, dollar amount thresholds inconsistent with the current cost of goods and services, and attempting to satisfy requirements that are not otherwise legally required or are impossible to fulfill. The City Attorney's office has prepared the attached Ordinance No. 1133 amending the existing purchasing ordinance to address these issues, reorganize provisions for clarity, and remove outdated requirements.

ANALYSIS

The current purchasing ordinance contains provisions that are not otherwise legally required that create issues of inefficiency or impossibility for staff in the procurement of supplies, equipment, and services. Such provisions include requiring individual vehicle purchases costing \$25,000 or more be approved by the City Council, which has caused staff to be unable to meet dealer purchasing windows; requiring an RFP process for professional services agreements, when such agreements are expressly exempt from bidding requirements by state law; and requiring at least three written proposals for procurement of services of an estimated value of \$25,000 or more, when the city cannot control responses to an RFP.

The current purchasing ordinance also contains dollar threshold amounts that are inconsistent with current costs and create administrative inefficiencies and hamper City staff's ability to respond quickly to meet the City's needs. These include a bidding process for purchases over \$1,000 and a requirement for City Council approval of contracts over \$25,000.

The current purchasing ordinance also contains provisions inconsistent with state law or not legally supported.

ENVIRONMENTAL

None.

DISCUSSION

Ordinance No. 1133 (attached hereto as Attachment A) revises the purchasing procedures and includes the following noteworthy changes:

- Authorizes the City Manager to procure supplies, equipment, and services up to \$50,000. The current ordinance provides the Purchasing Officer authority to procure supplies and equipment up to \$25,000 and the City Manager authority to procure professional and consultant services up to \$25,000.
- Authorizes department heads as well as the Purchasing Officer to procure supplies, equipment, and services up to \$25,000.
- Provides that vehicle purchases that have been approved by the City Council as part of the budget process do not need to be submitted to the City Council for approval.
- Removes requirement that contracts with a term longer than one year must be approved by the City Council.
- Allows procurement up to \$50,000 to be by purchase order or negotiated contract without bidding but with efforts to obtain at least three quotations or proposals. The current ordinance allows for the Purchasing Officer to procure supplies and

equipment up to \$25,000 in the open market based on at least three bids wherever possible.

- Provides for a formal competitive bidding process for procurement over \$50,000.
- Sets forth requirements for public works and construction projects consistent with the current requirements of the Public Contract Code, including the Uniform Public Construction Cost Accounting Act. Includes authority for the City Manager to approve informally bid construction projects per the thresholds contained in the Uniform Public Construction Cost Accounting Act. These thresholds get periodically updated and the current threshold for informal bidding is \$200,000. The current ordinance provides the City Manager authority to award construction contracts up to \$100,000.
- Exempts from bidding procedures professional services, cooperative or piggyback purchasing, sole source purchases, and other specified circumstances where competitive bidding is not required by state law. Expands on cooperative or piggyback purchasing situations.
- Removes local preference provisions that have not been effective and may not be supported by law, with the intent that the issue of local preference will be studied for potential future inclusion.
- Provides clear authority for the City Manager to adopt administrative regulations consistent with the purchasing ordinance, and removes administrative provisions that are outdated and may be addressed by adoption of administrative regulations.
- Reorganizes requirements for clarity and removes language duplicative of state law.

The current purchasing ordinance is attached as Attachment B for reference.

SUMMARY/NEXT STEPS

Upon City Council approval of the first reading of Ordinance No. 1133, the ordinance will be placed on the next City Council meeting agenda for adoption and go into effect 30 days thereafter.

ATTACHMENT(S):

- A. Attachment A – Ordinance No. 1133: AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 34 (FINANCE AND REVENUE) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASIN
- B. Attachment B – Current Purchasing Ordinance (Santa Fe Springs Municipal Code sections 34.15-34.38)

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

ORDINANCE NO. 1133**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 34 (FINANCE AND REVENUE) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASING**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES ORDAIN AS FOLLOWS:

SECTION 1. Sections 34.15 through 34.38 of Chapter 34 of Title III of the Code of Santa Fe Springs are hereby deleted in their entirety and replaced with the following:

PURCHASING**§ 34.15 ESTABLISHMENT OF PURCHASING SYSTEM.**

There is hereby established a purchasing system to set efficient procedures for the purchase of supplies, equipment, and services; to secure for the city supplies, equipment, and services at the lowest competitive cost commensurate with the quality needed; to exercise positive financial control over purchases; and to clearly define authority for the purchasing functions.

§ 34.16 PURCHASING OFFICER; POWERS AND DUTIES.

(A) There is hereby created the position of Purchasing Officer, who shall be appointed by the City Manager. The duties of the Purchasing Officer may be combined with those of any other office or position.

(B) The Purchasing Officer of the city, or designee(s), shall have the authority and duty to do the following:

(1) Purchase or contract for supplies, equipment, and services required by any department in accordance with purchasing procedures prescribed by this subchapter, such administrative regulations as the Purchasing Officer shall adopt, and such other rules and regulations as may be prescribed by the City Council or City Manager.

(2) Request quotations, negotiate, and recommend execution of contracts for the purchase of supplies and equipment.

(3) Act to procure for the city the needed quality and quantity of supplies and equipment at least cost to the city.

(4) Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases.

(5) Prepare and recommend to the City Manager rules governing the purchase of supplies and equipment for the city.

(6) Prepare and recommend to the City Manager revisions and amendments to the purchasing rules.

(7) Keep informed of current developments in the field of purchasing, prices, market conditions, and new products.

(8) Prescribe and maintain such forms as are reasonably necessary to the operation of the purchasing system.

(9) Supervise the inspection of all supplies and equipment purchased, to ensure conformance with specifications.

(10) Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any department, or which have become unsuitable for city use.

(11) Maintain a bidders' list, vendors' catalog file, and records needed for efficient operation of the city's purchasing system.

(12) Establish and maintain inventory, storage, and distribution systems.

(13) Support the various departments to enable them to provide their services to the community in a timely manner.

§ 34.17 ADMINISTRATIVE REGULATION.

The City Manager or designee is authorized to adopt written administrative regulations and instructions that are consistent with and that further the terms and requirements set forth within this subchapter. The City Manager or designee from time to time may amend any or all such rules and regulations necessary for the operation of this subchapter.

§ 34.18 PURCHASE BY BIDDING REQUIRED GENERALLY; EXCEPTIONS.

Purchases of supplies, equipment, and services shall be made pursuant to the procedures set forth in this subchapter, except for the following:

(A) Professional and special services, including, but not limited to, financial, economic, accounting, engineering, legal, administrative, technology, education and instruction, medical, and entertainment.

(1) Professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms are required to be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and

need not be competitively bid for the lowest price, but shall be procured through a fair competitive selection process.

(B) Cooperative or piggyback purchasing, which may consist of the following:

(1) Cooperative purchasing with other public agencies, and with nonprofit groups or organizations established by public entities, provided that a competitive bidding process is used.

(2) Contracts with suppliers who have been awarded contracts by the state or other local agencies for the purchase of supplies, equipment, and services under a competitive bidding process.

(3) Purchasing supplies, equipment, or services through bid award lists of others, provided that competitive purchasing procedures similar to those required in the city were employed to create such bid award lists.

(C) Sole source, where the supplies, equipment, or services are unique and available only from one source, or where it would be undesirable or impossible for the city to solicit bids. Sole source procurements may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in the area, or a specified product determined to be the only acceptable product for the city's needs.

(D) Except where competitive bidding is required by federal or state law or funding regulations, equipment, supplies, and services may be procured by negotiated contract and without competition, when bidding is not likely to serve the best interests of the city or to result in the lowest price.

(E) Any procurement for goods that are procured from a bidder who offers the same or better price, terms, and conditions as the bidder previously offered as the lowest responsive bidder under a competitive procurement conducted by the city or another public agency under competitive purchasing procedures similar to those required in the city.

(F) Where the City Council by a four-fifths vote determines to dispense with bidding or other requirements with respect to a particular purchase of supplies, equipment, or services, upon a finding by the City Council that it would be impractical, useless, or uneconomical in such instance to follow bidding or other requirements, and that the welfare of the public would be promoted by dispensing with such bidding or other requirements.

(G) Where competitive bidding is not required by state law in specified circumstances, including, but not limited to, emergency purchases and design-build projects.

§ 34.19 PROCUREMENTS \$50,000 OR LESS.

Supplies, equipment, and services less than or equal to \$50,000 may be procured by purchase order or negotiated contract and need not be publicly bid but shall be procured at a reasonable price in a manner that best meets the needs of the city. Where possible, efforts shall be made to seek at least three quotations or proposals for the supplies, equipment, or services.

§ 34.20 PROCUREMENTS EXCEEDING \$50,000.

Except as otherwise provided in this subchapter, procurement of supplies, equipment, and services greater than \$50,000 shall be by formal competitive bidding process as set forth herein and awarded to the responsive, responsible bidder who best meets the city's needs based on the criteria specified in the formal solicitation.

(A) Solicitation Notice. Notices inviting bids, requesting proposals, or requesting qualifications and experience shall include a general description of the supplies, equipment, or services to be procured, describe how to obtain more detailed information, state where bid forms and specifications may be obtained and state the time and place for submission of bids, proposals, or statements of qualifications and experience.

(B) Review. All responses shall be reviewed and evaluated as set forth in the criteria in the notice inviting bids, requesting proposals, or requesting qualifications and experience. The proposer with the highest evaluated score shall be recommended for award to the City Council.

(C) Rejection of Bids/Responses. Any and all bids or responses may be rejected at the discretion of the city. After rejecting all bids or responses, the city may:

- (1) Abandon the project;
- (2) Re-advertise the project; or
- (3) Perform the work with city forces.

(D) Tie bids. If two or more bids received are for the same total amount or unit price, quality, and service being equal, and if the public interest will not permit the delay of a new solicitation for bids, the City Council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders.

§ 34.21 APPROVAL OF PURCHASE ORDERS, CONTRACTS, CONTRACT AMENDMENTS AND CHANGE ORDERS.

The approval authority for all purchase orders, contracts, contract amendments and change orders, except for emergencies and public works and construction projects, shall be as follows:

(A) All purchase orders or contracts in excess of \$50,000 or change orders or amendments that cause the total contract or purchase order to exceed \$50,000 shall be submitted to the City Council for approval. However, vehicle purchases that have been approved by the City Council as part of the budget process do not need to be submitted to the City Council for approval.

(B) The City Manager shall have the authority to execute, on behalf of the city, all purchase orders or contracts for supplies, equipment, and services in an amount not exceeding \$50,000 per purchase order or contract, so long as the proper procurement procedures set forth in this subchapter have been followed. The City Manager shall have the authority to approve in writing any change order or amendment to such purchase order or contract so long as the total purchase order or contract amount does not exceed \$50,000.

(C) Department heads and the Purchasing Officer shall have the authority to execute, on behalf of the city, all purchase orders or contracts for supplies, equipment, and services in an amount not exceeding \$25,000 per purchase order or contract, so long as the proper procurement procedures set forth in this subchapter have been followed. Department heads and the Purchasing Officer shall have the authority to approve in writing any change order or amendment to such purchase order or contract so long as the total purchase order or contract amount does not exceed \$25,000.

(D) After the effective date of any contract approved by the City Council for the procurement of supplies, equipment, or services, the City Manager shall have authority to approve in writing any amendment or change order directing an addition, deletion or revision in such contract, including, without limitation, plans, specifications, and the nature or quantity of services, equipment, supplies or work, so long as the cumulative dollar value of all such amendments or change orders relating to any one contract shall not exceed ten (10) percent of the contract price, unless City Council has authorized a different amount for a specific contract.

§ 34.22 PUBLIC WORKS AND CONSTRUCTION PROJECTS.

Contracts for public works and construction projects in the city shall be governed by applicable state laws including the California Public Contract Code, Division 2, Part 1 and Division 2, Part 3, the Local Agency Public Construction Act, including the Alternate Provisions of the Uniform Public Construction Cost Accounting Act.

(A) Bidding Thresholds.

(1) Construction projects less than the amount specified in Section 22032(a) of the California Public Contract Code may be performed by city forces, by negotiated contract or by purchase order.

(2) Construction projects less than the amount specified in Section 22032(b) of the California Public Contract Code may be let to contract by informal bidding procedures, set forth in subsection (B) below, to the lowest responsible bidder.

(3) Construction projects of more than the amount specified in Section 22032(c) of the California Public Contract Code shall be let by formal bidding procedure, set forth in subsection (C) below, to the lowest responsible bidder.

(4) It shall be unlawful to split projects into smaller work orders or projects for the purpose of evading the provisions of this subchapter or applicable state laws.

(B) Notice Inviting Bids, Informal Bidding. The notice inviting bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids. Notice shall be provided in accordance with either subsection (1) or (2) below, or both.

(1) The city shall maintain a list of qualified contractors, identified according to categories of work. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than ten (10) calendar days before bids are due.

(2) The city may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036 of the California Public Contract Code.

(3) Pursuant to Section 22032(d) of the California Public Contract Code, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract to the lowest responsible bidder at an amount within the limit set forth in Section 22032(d), if all the bids received are in excess of the amount set forth in Section 22032(d), if it determines the cost estimate of the public agency was reasonable.

(C) Notice Inviting Bids, Formal Bidding. Notices inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the city; or, if there is no newspaper printed and published within the city, in a newspaper of general circulation which is circulated within the city, or, if there is no newspaper which is circulated within the city, publication shall be by posting the notice in at least three places within the city as have been

designated by ordinance or regulation of the city as places for the posting of its notices. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in Section 22036 of the Public Contract Code. The notice shall be sent at least 15 calendar days before the date of opening the bids. In addition, the City may also give such other notice as it deems proper, including mailing or e-mailing the notice to prospective vendors and contractors.

(D) Award of Bid. The City Manager, or designee, has the authority to award informal bids up to the amount specified in Section 22032(b) of the California Public Contract Code. All formal bids shall be awarded by the City Council. A bid shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the city may accept the one it chooses.

(E) Rejection of Bids. Any and all bids may be rejected at the discretion of the city. If the city intends to reject all bids, notice of the City's intent to reject the bid must be given to the apparent low bidder at least two business days prior to the City Council meeting at which the bids will be considered. After rejecting all bids, the City may:

- (1) Abandon the project;
- (2) Re-advertise the project; or

(3) By a passage of a resolution by a four-fifths vote of the City Council, perform the work with city forces.

(F) No Bids. If no bids are received through the formal or informal procedure, the project may be performed by the employees of the city by force account, or by negotiated contract.

(G) Change Orders. Change orders are authorized as follows:

(1) The Director of Public Works or designee is authorized to approve one or more change orders not exceeding in aggregate 10 percent of the contract award amount.

(2) The City Manager is authorized to approve one or more change orders not exceeding in aggregate 15 percent of the contract award amount.

(3) City Council approval is required for change orders that increase the cost of the project beyond 15 percent of the contract award amount.

§ 34.23 EMERGENCY PROCUREMENT.

Pursuant to Section 22050 of the Public Contract Code, in the case of an emergency, the City Manager is authorized to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary

equipment, services, and supplies for those purposes, without giving notice for bids to let contracts, so long as the requirements of Section 22050 are met.

§ 34.24 SALE OF SURPLUS CITY PROPERTY.

All departments shall submit to the Purchasing Officer, at such times and in such forms as prescribed, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Purchasing Officer shall have authority to sell all supplies and equipment which cannot be used by any department or which have become unsuitable for city use, or to exchange the same for, or trade in the same on, new supplies and equipment.

SECTION 2. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 3. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this ____ day of _____, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

Juanita Martin, Mayor

Fernando Munoz, Deputy City Clerk

PURCHASING

§ 34.15 PURCHASING OFFICER CREATED; POWERS AND DUTIES.

(A) There is hereby created the position of Purchasing Officer. He or she shall be appointed by the City Manager. The duties of the purchasing officer may be combined with those of any other office or position.

(B) The purchasing officer of the city, or his designee, shall have the authority and duty to do the following:

(1) Purchase or contract for supplies, services, and equipment required by any department in accordance with purchasing procedures prescribed by this subchapter, such administrative regulations as the Purchasing Officer shall adopt and such other rules and regulations as shall be prescribed by the City Council or City Manager.

(2) Request quotations, negotiate, and recommend execution of contracts for the purchase of supplies and equipment.

(3) Act to procure for the city the needed quality and quantity of supplies and equipment at least cost to the city.

(4) Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases.

(5) Prepare and recommend to the City Manager rules governing the purchase of supplies and equipment for the city.

(6) Prepare and recommend to the City Manager revisions and amendments to the purchasing rules.

(7) Keep informed of current developments in the field of purchasing, prices, market conditions, and new products.

(8) Prescribe and maintain such forms as are reasonably necessary to the operation of this subchapter and other rules and regulations.

(9) Supervise the inspection of all supplies and equipment purchased, to insure conformance with specifications.

(10) Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any department or which have become unsuitable for city use.

(11) Maintain a bidders' list, vendors catalog file and records needed for efficient operation of the Purchasing Office.

(12) Establish and maintain inventory, storage, and distribution systems.

(13) Support the various departments to enable them to provide their services to the community in a timely manner.

(Ord. 1088, passed 7-27-17)

§ 34.16 INSPECTING AND TESTING ITEMS.

The purchasing officer shall inspect or cause to be inspected to his satisfaction supplies and equipment delivered, to determine their conformance with the specifications set forth in the purchase order or contract. The purchasing officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

(Ord. 1088, passed 7-27-17)

§ 34.17 REQUESTS BY DEPARTMENTS TO BE MADE ON REQUISITION FORMS.

Departments shall submit requests for supplies and equipment to the purchasing officer utilizing paper or approved electronic requisition forms. If attachments such as specifications, artwork, exhibits, etc. are required as part of the requisition, departments are responsible to ensure additional materials are received by purchasing officer in a timely manner.

(Ord. 1088, passed 7-27-17)

§ 34.18 PURCHASING METHODS.

(A) Purchases of supplies and equipment for the city shall be made by purchase order, petty cash, or city-issued procurement credit card.

(B) Except in cases of emergency, the purchasing officer of the city shall not issue any purchase order for supplies or equipment for the city unless there exists an unencumbered appropriation in the account against which such purchase is to be charged.

(Ord. 1088, passed 7-27-17)

§ 34.19 PURCHASE BY BIDDING REQUIRED GENERALLY; INSTANCES WHERE BIDDING IS NOT REQUIRED.

(A) Purchases of supplies and equipment shall be by bid procedures pursuant to §§34.20 and 34.21. Bidding may be dispensed with only when an emergency, as determined by the City Manager or his designee, requires that an order be placed with the nearest available source of supply, or when the amount involved is less than \$1,000, when the commodity can be obtained from only one vendor, or when the product must match or interface with existing equipment.

(B) Bidding may also be dispensed with, by order of the City Council, if the Council shall find, with respect to a specific

purchase, that:

- (1) The best interests of the city require a negotiated purchase; and
 - (2) The proposed negotiated purchase will result in a cost to the city not greater than the projected costs of a purchase after bidding.
- (C) Bidding may also be dispensed if purchase is conducted through a government agency cooperative purchasing program.

(Ord. 1088, passed 7-27-17)

§ 34.20 PROCEDURE FOR PURCHASES OF \$25,000 OR LESS.

(A) Purchases of supplies and equipment of an estimated value in the amount of \$25,000 or less may be made by the Purchasing Officer in the open market without observing the procedure prescribed by § 34.21.

(B) The following requirements shall be met in such instances:

(1) *Minimum number of bids.* Open market purchases shall, wherever possible, be based on at least three bids and shall be awarded to the lowest responsible bidder.

(2) *Notice inviting bids.* The purchasing officer shall solicit bids by written requests, by telephone, or other electronic communication method, or by a combination of such methods.

(Ord. 1088, passed 7-27-17)

§ 34.21 PROCEDURE FOR PURCHASES EXCEEDING \$25,000.

Except as otherwise provided in this subchapter, purchases and contracts for supplies and equipment of estimated value greater than \$25,000 shall be by written contract with the lowest responsible bidder pursuant to the procedure prescribed as follows:

(A) *Notices inviting bids.* Notices inviting sealed bids shall include a general description of the articles to be purchased, shall state where bid forms and specifications may be secured, as well as the date, time, and location for opening bids. Such notices shall be disseminated by the purchasing officer to prospective bidders, to those names that are on the bidders' list, or to those who have requested that their names be added thereto. The purchasing officer or his designee may also solicit bids from all responsible prospective suppliers via written requests, or other form of electronic communication, or by a combination of such methods.

(B) *Bid opening procedure.* Sealed bids shall be submitted to the purchasing officer and must be received by the date and time specified. Bids shall be opened in public or electronically at the time and place stated. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.

(C) *Rejection of bids.* In its discretion, the City Council may reject all bids presented and order a new bid solicitation.

(D) *Award of bids.* Bids shall be awarded by the City Council to the lowest responsible bidder, except as otherwise provided in this section.

(E) *Tie bids.* If two or more bids received are for the same total amount or unit price, quality, and service being equal, and if the public interest will not permit the delay of a new solicitation for bids, the City Council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders.

(F) *Compliance with specifications.* All qualified vendors have a right to compete for the city's business. Specifications shall not limit competition. Where a manufacture's name or a trade name is specified, the intent is to establish quality specifications or utility of the items required, and shall be deemed to be followed by the words "or equal." Bidders may offer any material, process, or service which is the equivalent of that specified, but it is at the discretion of the purchasing officer or his designee to determine if the material, process, or service is a valid substitution.

(G) *Motor vehicle purchases.* The provisions of this section shall apply to the purchase of motor vehicles individually costing \$25,000 or more. It is desired that the motor vehicle(s) purchased under this policy be of USA origin, unless it is not feasible to do so or it is operationally required to purchase a foreign-made motor vehicle.

(Ord. 1088, passed 7-27-17)

§ 34.22 PROCEDURE FOR LOCAL VENDOR PREFERENCE.

(A) A reasonable effort shall be made to include Santa Fe Springs vendors in the procurement process. Prior to soliciting bids, the purchasing officer or his designee shall research the local market and look for Santa Fe Springs vendors to include in the list of bidders.

(B) In the case of a bid submitted by a vendor under \$10,000, and such vendor is located or maintains a point of sale within the city, for the purpose of a bid comparison only, a preference equal to the amount the city will receive in sales tax, shall be provided to the local vendor.

(Ord. 1088, passed 7-27-17)

§ 34.23 CHANGE ORDERS - FOR PURCHASES OF SUPPLIES AND EQUIPMENT.

Changes to contracts for supplies and equipment can be made to the quantity ordered, delivery date, or unit price. Line items can also be added and can be changed.

(A) The purchasing officer is authorized to issue change orders for all contracts of an accumulated total of \$25,000 or less.

(B) City Council approval is required for changes to contracts of an accumulated total that exceed \$25,000.

(Ord. 1088, passed 7-27-17)

§ 34.24 PUBLIC PROJECTS - INFORMAL BIDS.

(A) The provisions of this section shall apply to public works projects as defined by the Cal. Public Contract Code § 22032(b) or the maximum amount set forth under applicable state law. All such purchases shall comply with applicable provisions of the states Uniform Construction Cost Accounting Act, Labor Code, and Public Contract Code.

(B) The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

(C) The City Council delegates the authority to award contracts under \$100,000 to the City Manager or his designee. Informal contracts of \$100,000 or more shall be awarded by City Council.

(D) The Public Works Engineer is authorized to prepare and adopt plans, specifications, and working details for all construction contracts under \$100,000 in sufficient detail to enable qualified contractors to bid on and perform the work.

(Ord. 1088, passed 7-27-17)

§ 34.25 PUBLIC PROJECTS - FORMAL BIDS.

(A) The provisions of the California Uniform Construction Cost Accounting Act, as defined in the Cal. Public Contract Code, beginning with § 22032(c), shall apply to bids for formal contracts for construction of public projects.

(B) Formal bidding shall be required when the construction cost is estimated to be under Cal. Public Contract Code, § 22032(c) or the maximum amount set forth under applicable state law.

(C) Prior to going out to bid, the City Council shall adopt plans, specifications, and working details for any public projects exceeding the amount specified in Cal. Public Contract Code, § 22032(c) of California Uniform Construction Cost Accounting Act, currently set at \$175,000.

(Ord. 1088, passed 7-27-17)

§ 34.26 MAINTENANCE WORK AND NON-PUBLIC PROJECTS.

When contracting for maintenance work or work which does not fall within the definition of "public project," the provisions of the California Uniform Public Construction Cost Accounting Act, beginning with of the Cal. Public Contract Code, § 22000, shall apply to such work or project.

(Ord. 1088, passed 7-27-17)

§ 34.27 CONSTRUCTION CHANGE ORDERS.

A change order is a valid instruction from an authorized signatory of the city that results in revised work to a contract. Change orders are appended to the original contract and become part of said contract. Change orders result from unforeseen or changed conditions; added or deleted scope of work; or design errors or omissions. A change order is only appropriate to change a project in a manner consistent with the original bid specifications. Change orders generally must meet all of the following criteria:

(A) The modified job will consist essentially of the same work in the same general location as the original contract.

(B) The project, as ultimately constructed, will be essentially the same as the original project.

(C) The change order will not alter the nature of the project.

(D) The change order authorization policy shall be as follows:

(1) The Director of Public Works or designee is authorized to approve change orders up to 10% of the contract bid award dollar amount (excluding any contingency amount).

(2) The City Manager is authorized to approve change orders, cumulative or singly, that do not exceed 15% of the project/contract's bid award dollar amount.

(3) City Council approval is required for change orders that increase the value of the project/contract beyond 15% of the contract bid award dollar amount. In such cases, upon demonstration by the Director of Public Works that a change

order is necessary, the City Manager shall submit to the City Council, a change order request to include the amount of requested funds and justification describing why the additional funds are necessary and the benefits to be derived.

(4) If the City Council denies the change order request, the City Manager shall report back to the City Council with options as to how to accomplish the project/contract within the funds allocated.

(5) Contractors are not authorized to perform any work which is the subject of the change order request, without an approved, signed change order.

(6) In the event of an emergency or the need to take immediate or expeditious action necessary to protect or maintain the public health, safety, or welfare, or to prevent damage to public or private property, and with approval of the Mayor, the City Manager is authorized to enact change orders in excess of the City Manager's authorized expenditure limit. The City Manager shall take the change order to the next City Council meeting for approval by the City Council.

(Ord. 1088, passed 7-27-17)

§ 34.28 BID WITHDRAWAL.

Bidders are allowed to change, modify, or withdraw their bid at any time up until the time set for opening. Once opened, a bid cannot be changed. If a bidder identifies a mistake in his bid, the bidder may request that it be relieved of the bid. The request must be made in writing within five days of bid opening, and is only allowed if the mistake is clerical in nature, and not due to error in judgment or to carelessness in inspecting the work site, or in reading the plans or specification. Bid relief must be reviewed and approved by the City Attorney.

(Ord. 1088, passed 7-27-17)

§ 34.29 PROFESSIONAL SERVICES AND CONSULTING SERVICES CONTRACTS.

Contracts for professional services requiring a high degree of specialized technical or mental skill, integrity or judgment, for which specifications cannot be developed due to the nature of the services, shall be negotiated and contracted through a request for proposals (RFP) process. An RFP allows the city to define the end result desired, and respondents are able to provide an approach or means to achieve the goal, a time frame to complete the work, and an associated cost. Consulting services contracts are contracts that are of an advisory nature: provide a recommended course of action or personal expertise; have an end product that is basically a transmittal of information either written or verbal, and that is related to the governmental functions of the city.

(A) Award of such contracts shall be on the basis of demonstrated competence and qualifications for the type of services to be performed; understanding of an approach to the project; responsiveness to the city's terms, conditions and required time of performance; completeness and thoroughness of the proposal; and a price that is determined to be fair and reasonable.

(B) Proposals shall be evaluated on the basis of objective criteria. The RFP shall include the specific criteria to be used in the evaluation of all proposals. The weight for each evaluation factor shall be determined prior to review or evaluation of any of the proposals.

(C) There shall be no public opening of proposals; however, all proposal responses must be received no later than the date and time specified. A list of all firms and individuals that responded shall be prepared, but shall not be made available for public inspection until after a contract or purchase order has been awarded.

(D) Negotiations may be conducted with the responder deemed most qualified or with those that have submitted proposals that are determined to have a reasonable potential of being selected for award. Negotiations may be used for purpose of clarification to assure a full understanding of, and conformance with, the solicitation requirements.

(E) Procurement of services of an estimated value in the amount of \$25,000 or less may be made by the City Manager or his/her designee. Procurement of service of more than \$25,000, or any contract longer than one year, shall be approved by the City Council.

(F) Procurement of service of an estimated value of less than \$10,000 shall require at least one written proposal. Procurement of service of an estimated value of \$10,000 or more but less than \$25,000 shall require departments to make a reasonable effort to obtain a solicitation of at least two written proposals. Procurement of service of an estimated value of \$25,000 or more shall require at least three written proposals. Procurement of service of an estimated value \$50,000 or more shall be evaluated by an evaluation team of at least three individuals.

(G) To comply with Internal Revenue Services regulations, an independent contractor may not be used or controlled as an employee. The city may not control the details of a contractor's performance.

(Ord. 1088, passed 7-27-17)

§ 34.30 AMENDMENTS TO PROFESSIONAL SERVICES AND CONSULTING SERVICE CONTRACTS.

(A) When the city issues amendments outside of the original scope or intent of the contract, the most qualified firm may not end up performing the work and, thus the city may not receive the best value for its money; therefore, when, in the opinion of the City Manager, additional work deviates so substantially from the original scope of services as to constitute new services, the city shall initiate a new competitive selection process.

(B) The City Manager or his designee is authorized to approve amendments to service contracts, provided the new total value of the contract does not exceed \$25,000. For contracts over \$25,000, amendments that exceed 10% of the contract amount, or \$10,000, whichever is less, shall be approved by the City Council. Such approval will establish a new contract amount against which the above percentages apply for subsequent amendments.

(Ord. 1088, passed 7-27-17)

§ 34.31 TYPES OF CONTRACTS AND PURCHASES.

(A) The purchasing officer shall reduce, to the maximum extent possible, the number of purchasing transactions by combining into bulk orders and contracts the requirements of departments for common-use items repetitively purchased; and shall develop and use those types of contracts and purchase orders which will reduce to the minimum the accompanying paperwork and which, in other respects, will be most advantageous to the city.

(B) The purchasing officer is authorized to prescribe the use of various types of contracts and orders, including but not limited to:

(1) Definite-quantity contracts, whereby the contractor agrees to furnish a specified quantity of supplies, material or equipment at a specific time.

(2) Indefinite-quantity contracts, whereby the city agrees to obtain from the contractor all its requirements for specified supplies, materials or equipment in an estimated but indeterminate amount during a prescribed period of time, at a definite unit price or at a specified discount from list or posted prices.

(3) Price agreements, whereby the contractor agrees to supply the city requirements for items, such as replacement parts for different makes of mechanical or automotive equipment, during a prescribed period of time, at a definite unit price or at a specific discount from list or posted prices.

(4) Indefinite-quantity and price agreement contracts, as well as time and material contracts, shall specify a maximum expenditure or not-to-exceed amount based on estimated requirements.

(5) Any contract that will have a term longer than one year, must be awarded by the City Council.

(Ord. 1088, passed 7-27-17)

§ 34.32 COOPERATIVE PURCHASING PROGRAMS.

Purchases of supplies, materials, or equipment made under a cooperative purchasing program, utilizing purchasing agreements maintained by the county, state, or other public agencies, are exempt from the requirements of competitive bidding.

(Ord. 1088, passed 7-27-17)

§ 34.33 UNLAWFUL PURCHASES.

(A) If any purchase of supplies, material, equipment, or service is made by an employee not expressly authorized to make such purchase or if any purchase is contrary to the provisions set forth in this purchasing policy, such purchase shall be void and of no effect, unless thereafter ratified by the person or body required by this policy to approve such purchase. If not ratified, the individual, and not the city, will be responsible for purchase.

(B) Departments may not split their requirements for supplies, materials or equipment into smaller estimated amounts in order to evade any of the provisions of the policy.

(C) The purchase of supplies, materials, or equipment for any purpose other than the conduct of city business by any official or employee of the city is prohibited.

(Ord. 1088, passed 7-27-17)

§ 34.34 PROHIBITION OF INTEREST.

Any purchase order or contract in which an employee of the city is financially interested, directly or indirectly, shall be void.

(Ord. 1088, passed 7-27-17)

§ 34.35 SALE OF SURPLUS CITY PROPERTY.

No city property or asset may be sold, given away, or otherwise disposed of without City Council approval.

(Ord. 1088, passed 7-27-17)

§ 34.36 LOCAL EMERGENCY PURCHASE.

(A) In the event of a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services, the City Council delegates to the City Manager, with the approval of the Mayor, the authority to authorize repairs and/or replacements as are necessary to permit the continued operation or services of the city or to avoid danger to life or property. The work or purchases may be

performed at once without the benefit of bidding; however, bids shall be taken whenever reasonably possible. Emergencies that are a "great public calamity", as defined in §§ 36.01 through 36.09 of the Municipal Code, shall be dealt with following the provisions of that code.

(B) For any emergency contract or purchases awarded which normally required City Council approval, the City Manager shall provide a full report on the emergency and work performed or purchases made, at the next meeting of the City Council. At that meeting the City Council will ratify such actions, and determine further appropriate action such as, but not limited to, whether work should continue without the benefit of informal or formal bidding.

(C) Emergency purchases are not intended to cover for poor planning, over looked requirements, or inadequate forecasting. The items and quantities purchased, or work ordered for emergency situations shall be only what is necessary to satisfy the immediate emergency.

(Ord. 1088, passed 7-27-17)

§ 34.37 MONETARY LIMITS.

All monetary limits established in this policy are exclusive of applicable taxes.

(Ord. 1088, passed 7-27-17)

§ 34.38 CITY ATTORNEY REVIEW.

All contracts or agreements not on templates approved by the City Attorney, require the City Attorney's approval. Any changes to the terms and conditions pre-approved by the City Attorney require City Attorney review and approval by the City Council.

(Ord. 1088, passed 7-27-17)

FOR ITEM # 7

PLEASE SEE ITEM # 14



CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance & Administrative Services

SUBJECT: MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS
ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC
FINANCING AUTHORITY (PFA)

DATE: October 17, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 9/30/2023

None

Outstanding principal at 9/30/2023

\$35,908,028

Bond Repayment

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Page 2 of 3

appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).

2016 Bond Refunding

In July 2016, the Successor Agency issued its 2016 Tax Allocation Refunding Bonds, which paid off several bond issuances of the former CDC. The bonds were originally issued through the Public Financing Authority and included the 2001 Series A, 2002 Series A, 2003 Series A, the current interest portion of the 2006 Series A, and 2006 Series B bond issuances.

2017 Bond Refunding

In December 2017, the Successor Agency issued its 2017 Tax Allocation Refunding Bonds, which paid off the 2007 Tax Allocation Bonds of the former CDC. The 2007 Bonds were originally issued through the Public Financing Authority.

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The Successor Agency will continue to request sufficient distributions from the RPTTF to make required bond payments through maturity on September 1, 2028.

ATTACHMENT(S):

None.

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Page 3 of 3

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
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DIRECTION GIVEN:	<input type="checkbox"/>

FOR ITEM # 9

PLEASE SEE ITEM # 14



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance & Administrative Services

SUBJECT: MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS
ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY
AUTHORITY (WUA)

DATE: October 17, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 9/30/2023	None
Outstanding principal at 9/30/2023	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 9/30/2023	None
Outstanding principal at 9/30/2023	\$610,000

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

Page 2 of 3

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds were restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project and all proceeds were since used on this project.

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The WUA budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 Water Revenue Bonds.

ATTACHMENT(S):

None.

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

Page 3 of 3

<u>ITEM STATUS:</u>	
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CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., Executive Director

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: STATUS UPDATE OF WATER-RELATED CAPITAL IMPROVEMENT PROJECTS

DATE: October 17, 2023

RECOMMENDATION:

It is recommended that the Water Utility Authority:

- 1) Receive and file the report; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

This report is for informational purposes only. The following is a listing of current active water projects.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

Status Update of Water-Related Capital Improvement Projects

PAGE 2 OF 3

DISCUSSION

Water Utility SCADA Programming and Maintenance Update

The Water Utility's Supervisory Control and Data Acquisition (SCADA) software and system components are vital in operating and monitoring the drinking water system pressure, imported water connections, and the City's five underpass pump stations. SCADA allows staff to remotely monitor and make changes to specific system parameters.

The City has received one proposal to bring in a qualified firm to assist the Water Utility Authority in meeting its normal SCADA operational and maintenance needs. Staff is recommending rejection of the single proposal and modifying the RFQ before re-advertising it to ensure the City is able to select a firm that is not only well qualified, but will also be able to meet the City's current and future needs. A firm within the Southern California region will be sought to ensure minimal downtime of any of the City's critical infrastructure.

Water Well No. 2 Status Update

On July 20, 2021, the City Council approved awarding the contract to General Pump Company Inc. to assess Water Well No. 2. The contractor completed the initial assessment and has submitted to the City their final report, which confirmed one contaminant, and provided two scenarios for treatment. As part of the Water Utilities seven-year Capital Improvement Program to bring City-owned water wells into service, this project moves the City closer to becoming less dependent on imported water supplies.

The City has received one proposal for the engineering design of a temporary water treatment system for Water Well No. 2; Water Utility staff is proposing to award the Water Well No. 2 Treatment Engineering and Design to Hoch Consulting of Oceanside, California.

Water Well No. 12 Status Update

Drilled and constructed in August of 2012, the water produced by Water Well No. 12 has not met State and Federal drinking water standards due to various contaminants. The well has been evaluated several times over the last several years with no decision to implement treatment.

The Request for Proposal to assess Water Well No. 12 and prepare technical specifications to aid in the design of a treatment system was advertised with proposals due on October 12, 2023.

SUMMARY/NEXT STEPS

N/A

ATTACHMENTS:

None.

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

FOR ITEM # 12

PLEASE SEE ITEM # 14

FOR ITEM # 13

PLEASE SEE ITEM #14



CITY OF SANTA FE SPRINGS
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: Fernando N. Muñoz, Deputy City Clerk
SUBJECT: MINUTES OF THE SEPTEMBER 5, 2023 CITY COUNCIL MEETING
DATE: October 17, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- Regular City Council Meeting of September 5, 2023.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. September 5, 2023 Meeting Minutes

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
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APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

September 5, 2023

1. **CALL TO ORDER**

Mayor Martin called the meeting to order at 6:01 p.m.

2. **ROLL CALL**

Members present: Councilmembers/Directors: Rodriguez, Rounds, Zamora, Mayor Pro Tem/Vice Chair Sarno, and Mayor/Chair Martin.

Members absent: None.

3. **INVOCATION**

Cindy Jarvis led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Youth Leadership Advisory Committee Members led the pledge of allegiance.

5. **INTRODUCTIONS**

The following Santa Fe Springs Chamber of Commerce members were introduced: Karen Lomas, Financial Advisor with Principal Financial and Kathy Fink, Chamber of Commerce CEO.

PRESENTATIONS

6. Recognition of Donors for Back to School Backpack Program

7. Recap of 2023 Summer Concert Series

8. Presentation from the Greater Los Angeles Area Council Boy Scouts of America

9. **PUBLIC COMMENTS**

The following spoke under public comment: Bruce Crow.

10. **STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**

- Director of Community Services, Maricela Balderas promoted the following upcoming events: 1. Fiestas Patrias 2. Passport Services at the Library.
- Fire Chief, Chad Van Meeteren promoted National Preparedness Month and Relay for Life event.

PUBLIC FINANCING AUTHORITY

CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Public Financing Authority.

11. Minutes of the August 15, 2023 Public Financing Authority Meetings

Recommendation: It is recommended that the Public Financing Authority:

1. Approve the minutes as submitted.

12. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Recommendation: It is recommended that the Public Financing Authority:

1. Receive and file the report.

It was moved by Councilmember Rounds, seconded by Mayor Pro Tem Sarno, to approve Item Nos. 11 and 12, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

Recused: None

WATER UTILITY AUTHORITY

CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Water Utility Authority.

13. Minutes of the August 15, 2023 Water Utility Authority Meetings

Recommendation: It is recommended that the Water Utility Authority:

1. Approve the minutes as submitted.

14. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

Recommendation: It is recommended that the Water Utility Authority:

1. Receive and file the report.

15. Status Update of Water-Related Capital Improvement Projects

Recommendation: It is recommended that the Water Utility Authority:

1. Receive and file the report.

It was moved by Councilmember Rodriguez, seconded by Councilmember Zamora, to approve Item Nos. 13 through 15, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

Recused: None

HOUSING SUCCESSOR

CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Housing Successor.

16. Minutes of the August 1 and 15, 2023 Housing Successor Meetings

Recommendation: It is recommended that the Housing Successor:

1. Approve the minutes as submitted.

It was moved by Councilmember Zamora, seconded by Councilmember Rounds, to approve the minutes as submitted, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

Recused: None

SUCCESSOR AGENCY

CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.

17. Minutes of the August 1 and 15, 2023 Successor Agency Meetings

Recommendation: It is recommended that the Successor Agency:

1. Approve the minutes as submitted.

It was moved by Councilmember Rodriguez, seconded by Councilmember Rounds, to approve the minutes as submitted, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

Recused: None

CITY COUNCIL

CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

Mayor Martin announced that Item No. 20 be pulled from the consent calendar to be considered at a future council meeting.

18. Minutes of the August 1 and 15, 2023 Regular City Council Meeting

Recommendation: It is recommended that the City Council:

1. Approve the minutes as submitted.

19. Donation of Used Fire Equipment to Navajoa Fire Department

Recommendation: It is recommended that the City Council:

- Authorize the donation of a used 2005 Ford F250 Stake Bed truck and used firefighting equipment to the City of Navajoa Fire Department.
- Take such additional, related action that may be desirable.

21. Waive Second Reading and Adopt Ordinance Nos. 1131 and 1132, Approving Targeted Zoning Ordinance Updates, Including an Updated Zoning Map, to Ensure that the City's Zoning Ordinance and Zoning Map are Aligned with the City's 2040 General Plan

Recommendation: It is recommended that the City Council:

1. Waive the Second Reading and Adopt Ordinance No. 1131, approving several targeted Zoning Ordinance updates to ensure consistency between the City's Zoning Ordinance and the City's 2040 General Plan; and
2. Waive the Second Reading and Adopt Ordinance No. 1132, approving an updated Zoning Map to ensure consistency between the City's Zoning Map and the 2040 General Plan land use map; and
3. Find and determine that the Targeted Zoning Ordinance Update project, including an updated Zoning Map, is within the scope and analysis of the original Program Environmental Impact Report (*State Clearinghouse Number: 2021050193*) prepared for the 2040 General Plan and Target Zoning Ordinance Updates. The project does not expand the proposed uses, increase intensity, or diverge from original Program EIR conclusions; therefore, no further environmental review is necessary; and
4. Take such additional, related action that may be desirable.

22. Adopt Resolution No. 9883 – Authorizing a Joint Application and Participation in the HomeKey Program with TWC Housing LLC

Recommendation: It is recommended that the City Council:

1. Adopt Resolution No. 9883 authorizing joint application and participation in the Homekey program with TWC Housing LLC ("Co-Applicant"); and
2. Authorize Luz Constanza Pachon as the Co-Applicant Chief Executive Officer to execute any and all documents on behalf of Co-Applicant for participation in the Homekey Program; and
3. Take such additional, related action that may be desirable.

23. Citywide Street Sweeping Agreement – Amendment One

Recommendation: It is recommended that the City Council:

1. Approve Citywide Street Sweeping Agreement - Amendment One, and
2. Authorize the Mayor to enter into Citywide Street Sweeping Agreement - Amendment One with Nationwide Environmental Services (NES).

24. Little Lake Park Parking Lot Improvements – Award of Contract

Recommendation: It is recommended that the City Council:

1. Appropriate an additional \$154,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Little Lake Park Parking Lot Improvements (PW 200101);
2. Accept the bids; and
3. Award a contract to L.M.T. Enterprises Inc. dba Tyner Paving Co. of Alhambra, California in the amount of \$848,147.90.

It was moved by Councilmember Rounds, seconded by Councilmember Rodriguez, to approve the consent agenda with the exception of Item No. 20, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

Recused: None

PUBLIC HEARING

25. Public Hearing for the approval of Alcohol Sales Conditional Use Permit Case No. 85 and Adoption of Resolution No. 9882 – an Alcohol Sales Conditional Use Permit request to allow the operation and maintenance of the storage and distribution of an alcoholic beverage use

Recommendation: It is recommended that the City Council:

1. Open Public Hearing and receive the written and oral report and any comments from the public regarding Alcohol Sales Conditional Use Permit (ASCUP) Case No. 85, and thereafter, close the Public Hearing; and
2. Find that the applicant's ASCUP request meets the criteria set forth in §§155.628 and 155.716 of the City's Zoning Ordinance, for the granting of a Conditional Use Permit; and
3. Approve Alcohol Sales Conditional Use Permit Case No. 85, subject to the conditions of approval as contained within Resolution No. 9882; and
4. Adopt Resolution No. 9882, which incorporates the City Council's findings and actions regarding this matter.

Mayor Martin opened the public hearing at: 6:33 p.m.

The following people spoke during public comment: Bruce Crow.

Mayor Martin closed the public hearing at: 6:36 p.m.

It was moved by Councilmember Rounds, seconded by Mayor Pro Tem Sarno, to find that the applicant's ASCUP request meets the criteria set forth in §§155.628 and 155.716 of the City's Zoning Ordinance, for the granting of a Conditional Use Permit, approve Alcohol Sales Conditional Use Permit Case No. 85, subject to the conditions of approval as contained within Resolution No. 9882, and adopt Resolution No. 9882, which incorporates the City Council's findings and actions regarding this matter, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

Recused: None

OLD BUSINESS – NONE

NEW BUSINESS

26. Traffic Study – Pioneer Boulevard at Houghton Avenue-Whiteland Street

Recommendation: It is recommended that the City Council:

1. Consider the installation of Stop signs with flashing LEDs and advance flashing yellow beacons prior to the intersection of Pioneer Boulevard and Houghton Avenue-Whiteland Street;
2. Replace the existing standard Stop signs at Pioneer Boulevard/Orr and Day Road and Pioneer Boulevard 380' south of Terradell Street with flashing LED Stop signs;
3. Add the Pioneer Boulevard and Houghton Avenue-Whiteland Street improvement project to the Capital Improvement Plan;
4. Appropriate \$120,000 from the Utility Users Tax (UUT) Capital Improvement Fund to fund the Pioneer Boulevard and Houghton Avenue-Whiteland Street improvement project.

City Manager, René Bobadilla provided a brief presentation on the item. Councilmember Zamora asked when the project would be completed. Interim Director of Public Works, Yvette Kirrin stated that there is no set date because materials have not been procured. City staff is set to complete the project in approximately two to three months.

Councilmember Zamora requested flyers be distributed at Fiestas Patrias to inform residents of the upcoming project.

It was moved by Councilmember Rodriguez, seconded by Councilmember Zamora, to consider the installation of Stop signs with flashing LEDs and advance flashing yellow beacons prior to the intersection of Pioneer Boulevard and Houghton Avenue-Whiteland Street, replace the existing standard Stop signs at Pioneer Boulevard/Orr and Day Road and Pioneer Boulevard 380' south of Terradell Street with flashing LED Stop signs, add the Pioneer Boulevard and Houghton Avenue-Whiteland Street improvement project to the Capital Improvement Plan, and appropriate \$120,000 from the Utility Users Tax (UUT)

Capital Improvement Fund to fund the Pioneer Boulevard and Houghton Avenue-Whiteland Street improvement project, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

Recused: None

27. Aquatic Center Improvement Project Update and Strategy to Open in Summer 2024

Recommendation: It is recommended that the City Council:

1. Approve staff proceeding with 2024 summer opening of the pool (Phase 1A) while concurrently completing the amenities (Phase 1B) for 2024 Fall completion.

City Manager, René Bobadilla provided a brief presentation on the item. Interim Director of Public Works, Yvette Kirrin provide a summary of how the Aquatic Center will reopen in phases beginning in 2024. Discussion ensued amongst Council with respect to potential naming options.

It was moved by Councilmember Zamora, seconded by Councilmember Rounds, to approve staff proceeding with 2024 summer opening of the pool (Phase 1A) while concurrently completing the amenities (Phase 1B) for 2024 Fall completion, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

Recused: None

28. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

None

29. COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Rodriguez thanked staff for the concert and movie offerings throughout the summer.

Councilmember Rounds spoke about the Relay for Life event on September 23rd.

Mayor Martin provided a report on a JPIA conference she attended. She also held a moment of silence for victims of the 9/11 attacks.

30. ADJOURNMENT

Mayor Martin adjourned the meeting at 6:57 p.m.

Juanita Martin
Mayor

ATTEST:

Fernando N. Muñoz
Deputy City Clerk

Date



CITY OF SANTA FE SPRINGS
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Chad Van Meeteren, Fire Chief

SUBJECT: EMERGENCY RESPONSE VEHICLE PACKAGE (EMERGENCY RESPONSE LIGHTS AND RADIOS)

DATE: October 17, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Authorize the purchase of Whelen Emergency Lighting and Siren Equipment installation from 911Vehicle; and
- 2) Authorize 911Vehicle to install grant-purchased communication equipment; and
- 3) Authorize purchasing and installing Santa Fe Springs Department of Fire-Rescue graphics and emergency reflective tape from 911Vehicle.

FISCAL IMPACT

This equipment was budgeted in the Fiscal Year 2023-24 Fire-Rescue budget for \$37,102.82.

BACKGROUND

On September 20, 2022, the City Council approved the purchase of a new 2022 Dodge Ram 5500 Stake Bed Truck from Premier Dodge in Buena Park. The purchase of this vehicle was fully funded by the 2020 State Homeland Security Program (SHSP) grant. The new Dodge Ram 5500 can tow up to 18,500 pounds, allowing it to tow the Department's US&R Trailer and "Type-1" Hazardous Materials Team Support Trailer. The new stake bed is also on a 4-wheel drive chassis, which will provide the ability to respond off-road or on rugged terrain, which could be encountered in an earthquake

Emergency Response Vehicle Package (Emergency Response Lights and Radios)

Page 2 of 3

incident, heavy rain, or mud and debris event. Another benefit of this vehicle is that it can be utilized by personnel responding to wildland incidents. The 4-wheel drive chassis and its ability to transport firefighters to a wildland incident allows the City to receive reimbursement from the State when responding to incidents, similar to the Department's fire apparatus and personnel.

ANALYSIS

In September 2023, the Department of Fire-Rescue donated its eighteen-year-old lighter-duty stake bed (2004 Ford F250, ¾ Ton) to our Sister City with City Council approval. The purchase of this grant-funded vehicle was necessary to ensure the Department of Fire-Rescue's ability to respond to any incident in the City. The emergency lighting and siren package, radios, and Department of Fire-Rescue and emergency reflective graphics are necessary equipment to ensure the safety of our employees when responding to incidents.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

With City Council approval, the Department of Fire-Rescue will authorize 911 Vehicle to purchase the necessary equipment for the upgrade of the emergency lighting and siren. Once all accessory equipment is received, the vehicle will be delivered to Anaheim to install emergency lighting, siren, radios, and Department of Fire-Rescue and emergency reflective graphics.

ATTACHMENT(S):

- A. Attachment A – 911 Vehicle Quote
- B. Attachment B – Sole Source Letter

Emergency Response Vehicle Package (Emergency Response Lights and Radios)

Page 3 of 3

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
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DIRECTION GIVEN:	<input type="checkbox"/>



5604 E. La Palma Ave. Anaheim, CA 92807
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Quote#82923-1

To: **Mike Kozicki**

From: **Dan Walters**

Company: **Santa Fe Springs Fire**

Date: **August 29, 2023**

E-Mail:

Phone #

Regarding: **Stake Bed Truck**

1 Number of Pages sent including cover sheet

QTY	Breakdown with labor:	PARTS	LABOR	EXTENSION TOTAL
	<u>Base Electrical System</u>			
1	Main DC Power / Ground Electrical Buss System			1,825.00
1	911Lighting Harness and LVD			2,245.00
1	Key Ignition Control System			205.00
1	Park Nuetral Control System			245.00
	<u>Emergency Lighting and Siren Equipment</u>			
1	Whelen Core Lighting & Siren Controller			2,125.00
1	Whelen Liberty Dual Mode Lightbar with Infared Opticom & TA			6,995.00
1	Headlight Flasher			355.00
2	LINSV2R L.E.D. Lights mounted under side view mirrors			1,330.00
2	Whelen M7R Lights on Front Grill w/ Chrome Bezel			1,130.00
2	Whelen M7R Lights on Side Fender w/ Chrome Bezel			1,280.00
2	Whelen M7R Lights on Side of Rear Fender w/ Chrome Bezel			1,130.00
2	Whelen M7K (Red/Amber) L.E.D.'s on Rear Truck Bed w/Bezel			1,150.00
1	Siren speakers mounted behind grill			599.00
1	Back-up Alarm with Override Switch			378.00
	<u>Command and Center Console Module</u>			
1	Metal Center Console for Radios and Lighting Controller			1,395.00
2	Arm rests mounted on each side of the console			320.00
1	AC-FHDfB Storage Box behind widebody console			1,155.00
	<u>Communications Equipment</u>			
1	Motorola APX8500 Single Head All Band Radio (CS)			940.00
2	Motorola Drop-in Radio Chargers (CS)			300.00
2	Roof Mounted Antennas			700.00
1	Accessory Plug for Front Head Hand Mic			285.00
1	Magnetic Mic			205.00
	<u>Other Equipment</u>			
1	Misc. Parts and Materials (Loom, Connectors, Etc.)			300.00
2	LED Lights with 3 way switch mounted under rear bumper			570.00
1	Interior Overhead LED Dome Light (Red/White) in Cab			325.00
1	Remote Door Unlock Swith in Grill			735.00
2	Mount Front ID Plates on Grill			450.00
1	20 Amp Super Auto Eject for Battery Charger			847.00
1	40 Amp Battery Charger			1,548.00
1	Graphics per Santa Fe Springs Fire Spec			4,200.00
2	Flashlights Installed (CS)			300.00

(CS) = Customer Supplied

SUBTOTALS	\$19,817.00	\$15,750.00	\$	35,567.00
SALES TAX			\$	1,535.82
TOTAL			\$	37,102.82

All line items include parts and labor unless identified with (CS)

All quotes are per vehicle and valid for 90 days



5604 E. La Palma Ave
Anaheim, CA 92807
714-808-0911 Fax: 714-808-0916
www.911vehicle.com

8/29/2023

Santa Fe Springs Fire Command / Chief Staff Vehicles

For more than 20 years 911Vehicle has been building custom vehicles for local and federal government agencies. We have remained at the very top of our industry by continuously innovating and manufacturing products and processes that are purpose built for the fire service and proprietary to 911Vehicle. Product Safety, Reliability, Function, and ease of use are the driving factors and basis of our company ideals.

Below is a list of some of the innovative and proprietary product designs that are exclusive to 911Vehicle and included in the new vehicle builds for Santa Fe Springs Fire.

- 911V-MUX - I.C.O.N. Load Management and Harness System; this innovative and proprietary system is the back bone of the vehicle build. This features a proven solid state multiplex load management system, which controls all circuits in the vehicle. Each circuit in the vehicle is able to be programmed for load shedding thresholds, and the inputs/outputs are also constantly monitored for any issues or faults that are retained in the diagnostics system making any repairs must faster to identify and resolve. The system is also able to be remotely diagnosed and repaired without the vehicle needing to come into the shop in most cases. Included in this system is our pre-engineered harness system and full schematics that are presented to the customer upon vehicle delivery. The harness system is built with SAE GXL auto industry wire that is color and function coded per circuit. All main harness connection points are done with color coded and keyed Deutsch connectors which are the premier automotive industry weatherproof. This makes any trouble shooting extremely efficient and easy to address, also each and every circuit is provided its dedicated power and ground wire eliminating ground fault issues by having local grounds throughout the vehicle.
- 911Dual Battery System featuring our exclusive in floor sealed battery boxes for the isolated communications batteries. The in-floor batteries are custom built enclosures that mount flush in the floor, allow the customer to maintain and utilize all of the available space in the truck bed for storage of their gear. In addition to the enclosures, we also installing an intelligent isolation relay that automatically monitors battery and charge voltage, the ACR will automatically isolate or connect the two battery banks (Vehicle/Chassis, and Isolated Comm Batteries) This ensures that the vehicle will always start with the available jump start feature from the Comm batteries.

- 911Command Module; this exclusive product that has evolved and improved from the original ground breaking design from almost 10 years ago. This has revolutionized and improved the incident command vehicle by improving safety through creating a clean cab environment, by getting the turn outs and all the loose items (pelican cases, BA bottles, etc.) protecting the driver and passenger from the carcinogens on the turn outs and potential injury from loose items in the cab. Improved function and situational awareness is achieved through the innovative command platform that provides the user to have dual high NIT touch screen monitors displaying dispatch information, mapping, drone footage, Apple TV screen mirroring, and local news coverage. The command area creates three dedicated work stations allowing the commanding officer to allocate staff to specific work stations with magnetic dry erase boards, dedicated headset radio transmit stations.
- 911Emergency Alert May Day System; this product integrates to the radio system and activates a large flashing LED light when the emergency/mayday button is pressed on a fire fighter portable radio. When the emergency button on the radio is pressed the LEDs activate at the command post and will flash until the emergency acknowledgement button is pressed by the command officer.
- 911Communications Cabinet; the cabinet is custom made to fit under the rear seat and houses all of the fusing and communications equipment installed on the vehicle. The cabinet is monitored with a thermal sensor that will activate fans for cooling when necessary. This also makes service and repairs very easy and efficient through ease of access.
- 911Vehicle Service & Support; since our vehicle builds are pre-engineered and designed we are able to provide full as built schematics and build photos to our customers upon the completion of the truck. This enables us to assist the customer with any trouble shooting or questions our customers may have. 911Vehicle offers technical support Monday through Friday from 7am to 5pm.



**CITY OF SANTA FE SPRINGS
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Chad Van Meeteren, Fire Chief

SUBJECT: PURCHASE REPLACEMENT SELF CONTAINED BREATHING APPARATUS (SCBA), PACK/CYLINDER; NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) REQUIRED

DATE: October 17, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the purchase of a replacement Self Contained Breathing Apparatus (SCBA) pack/cylinder from Curtis Fire Equipment; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Department of Fire-Rescue was allocated \$1,225,000 for the SCBA Pack/Cylinder replacement in fiscal year 2023-24. Since this allocation, the Department of Fire-Rescue has secured grant funds from the Assistance to Firefighters Grants Program (AFG) and the State Homeland Security Program (SHSP) to assist with the SCBA replacement purchase. The Department of Fire-Rescue has also secured a lower SCBA replacement price point from Curtis Fire Equipment utilizing a Sourcewell Contract.

With approval, the funding sources would be as follows:

Assistance to Firefighters Grant Funds	\$444,620.95
State Homeland Security Program Grant Funds	\$282,700.99
City of Santa Fe Springs General Funds	<u>\$227,529.88</u>
Total Purchase Amount	\$954,851.82

**Purchase Replacement Self Contained Breathing Apparatus (SCBA) Pack/Cylinder;
National Fire Protection Association (NFPA) Required**

Page 2 of 3

As permitted by the City code, the SCBA equipment is available on the Sourcewell Cooperative Contract. Cooperative procurement uses the aggregate spending of participating public agencies to enhance the buying power and reduce the cost of equipment or services in those contracts. Sourcewell contract #032620.

BACKGROUND

The self contained breathing apparatus is a vitally essential safety equipment for all firefighters. One of the primary concerns during any firefighting operation is the inhalation of toxic gases and smoke. The SCBA ensures that firefighters receive a continuous supply of clean and breathable air, even in environments with minimal oxygen. Beyond providing breathable air, the thick smoke from fires can dramatically reduce visibility. While SCBAs don't directly enhance visibility, breathing comfortably allows firefighters to remain calm, think more clearly, and better navigate these challenging conditions. The facepiece of an SCBA can also offer a degree of protection against extreme heat, adding another layer of safety. Lastly, adhering to safety standards and regulations mandates the use of SCBAs. Equipping firefighters with SCBAs ensures their safety during emergency responses.

The Department of Fire-Rescue maintains a SCBA for all our seated apparatus riding positions. The Department of Fire-Rescue currently has 66 Honeywell air packs (2013) in unsatisfactory condition. Honeywell is no longer producing SCBA units and is not filling new orders. Once a manufacturer stops “supporting” their SCBA, the SCBA is no longer National Fire Protection Association (NFPA) compliant. The Department of Fire-Rescue currently utilizes 172 Sperian air cylinders (2009). The service life of these cylinders will expire in 2024. Fire-Rescue now uses 80 Honeywell face pieces (2013), which are in an unsatisfactory condition, again due to the lack of manufacturing support. Each firefighter is issued their own face piece. The purchase of these replacement SCBA units would maintain our current department standard of one SCBA for each riding position on all fire apparatus, including reserve fire apparatus, the hazardous materials response apparatus, and the urban search and rescue apparatus.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

**Purchase Replacement Self Contained Breathing Apparatus (SCBA) Pack/Cylinder;
National Fire Protection Association (NFPA) Required**

Page 3 of 3

DISCUSSION

Due to the different funding sources, the Department of Fire-Rescue staff has requested that the purchase quotes from Curtis Fire Equipment be separated into multiple quotes. The quote separation will assist with grant fund reimbursement requests.

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended action, the Department of Fire-Rescue staff will issue a purchase order to Curtis Fire Equipment to purchase the replacement SCBAs.

ATTACHMENT(S):

- A. Attachment A – Curtis Fire Equipment Quote No. 274291
- B. Attachment B – Curtis Fire Equipment Quote No. 274295
- C. Attachment C – Curtis Fire Equipment Quote No. 274309
- D. Attachment D – Curtis Fire Equipment Quote No. 274318
- E. Attachment E – Curtis Fire Equipment Quote No. 274336
- F. Attachment F – Sourcewell Cooperative Contract #032620

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

Ph: 323-780-0254
TF: 866-557-0254
Fax: 714-522-5001
lasales@lncurtis.com
UEI#: DDLSADSWN7U7



Pacific South Division
15523 Carmenita Road
Santa Fe Springs, CA 90670
www.LNCurtis.com
Quotation No. 274291

Quotation

CUSTOMER:

Santa Fe Springs City Fire
Department
11300 Greenstone Avenue
Santa Fe Springs CA 90670

SHIP TO:

Santa Fe Springs City Fire
Department
Attn: Chief Van Meeteren
11300 Greenstone Avenue
Santa Fe Springs CA 90670

QUOTATION NO.

274291

ISSUED DATE

09/11/2023

EXPIRATION DATE

10/11/2023

SALESPERSON

Ed Shabro
eshabro@lncurtis.com
760-250-1180

CUSTOMER SERVICE REP

Tyler Dennison
tdennison@lncurtis.com
385-414-1492

REQUISITION NO.

Pro 61 10 Project String
FD24SH03

REQUESTING PARTY

Joe Strotman

CUSTOMER NO.

C36268

TERMS

Net 30

OFFER CLASS

FR

F.O.B.

DEST

SHIP VIA

Standard Shipping

DELIVERY REQ. BY**NOTES & DISCLAIMERS**

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Transportation is included in below pricing.

PRICING PER SOURCEWELL CONTRACT 032620 (FIREFIGHTING PPE AND APPAREL)

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	20	EA	10156459 MSA	Medium G1 Facepiece With Medium Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1Fp-Fm1M401 WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$345.00	\$6,900.00

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Pacific South Division
15523 Carmenita Road
Santa Fe Springs, CA 90670
www.LNCurtis.com
Quotation No. 274291

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
2	10	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection		\$1,540.00	\$15,400.00
				Pricing includes custom lettering of cylinder to read: "SFS"			
3	10	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection		\$0.00	\$0.00
				Pricing includes custom lettering of cylinder to read: "SFS"			

Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing remains firm until 10/11/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$22,300.00
Estimated Tax Total	\$2,341.50
Transportation	\$0.00
Total	\$24,641.50

[View Terms of Sale and Return Policy](#)

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lasales@lncurtis.com
UEI#: DDLSADSWN7U7



Pacific South Division
15523 Carmenita Road
Santa Fe Springs, CA 90670
www.LNCurtis.com
Quotation No. 274295

Quotation

CUSTOMER:

Santa Fe Springs City Fire
Department
11300 Greenstone Avenue
Santa Fe Springs CA 90670

SHIP TO:

Santa Fe Springs City Fire
Department
Attn: Chief Van Meeteren
11300 Greenstone Avenue
Santa Fe Springs CA 90670

QUOTATION NO.

274295

ISSUED DATE

09/11/2023

EXPIRATION DATE

10/11/2023

SALESPERSON

Ed Shabro
eshabro@lncurtis.com
760-250-1180

CUSTOMER SERVICE REP

Tyler Dennison
tdennison@lncurtis.com
385-414-1492

REQUISITION NO.

Pro 61 17 Project String
FD24SH03

REQUESTING PARTY

Joe Strotman

CUSTOMER NO.

C36268

TERMS

Net 30

OFFER CLASS

FR

F.O.B.

DEST

SHIP VIA

Standard Shipping

DELIVERY REQ. BY**NOTES & DISCLAIMERS**

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Transportation is included in below pricing.

PRICING PER SOURCEWELL CONTRACT 032620 (FIREFIGHTING PPE AND APPAREL)

Ph: 323-780-0254
 TF: 866-557-0254
 Fax: 714-522-5001
lasales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific South Division
 15523 Carmenita Road
 Santa Fe Springs, CA 90670
www.LNCurtis.com
 Quotation No. 274295

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	10	EA	G1 4500 SCBA MSA CUSTOM	4500PSIg G1 Fire Service SCBA, As Below; WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable. PER ATO A-G1FS443MA2Q2LGR *4500 PSI *CGA QUICK CONNECT REMOTE CONNECTION *SEVICEABLE TUNNEL HARNESS *METAL BAND CRADLE TYPE *ADJUSTABL SWIVEL LUMBAR PAD *SOLID COVER LEFT SIDE *UNIVERSAL QC REG TYPE *UNIVERSAL EXTENDAIRE II *SPEAKER MODULE LEFT CHEST *PASS TELEMETRY RIGHT SHOULDER TIC *RECHARGEABLE BATTERY TYPE		\$8,586.00	\$85,860.00
2	4	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection Pricing includes custom lettering of cylinder to read: "SFS"		\$1,540.00	\$6,160.00
3	4	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection Pricing includes custom lettering of cylinder to read: "SFS"		\$0.00	\$0.00

Small Business
 CAGE Code: 5E720
 SIC Code: 5099
 Federal Tax ID: 94-1214350
 UEI #DDLSADSWN7U7

This pricing remains firm until 10/11/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

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Fax: 714-522-5001
lasales@lncurtis.com
UEI#: DDLSADSWN7U7



Pacific South Division
15523 Carmenita Road
Santa Fe Springs, CA 90670
www.LNCurtis.com
Quotation No. 274295

Subtotal	\$92,020.00
Estimated Tax Total	\$9,662.10
Transportation	\$0.00
Total	\$101,682.10

[View Terms of Sale and Return Policy](#)

Ph: 323-780-0254
TF: 866-557-0254
Fax: 714-522-5001
lasales@lncurtis.com
UEI#: DDLSADSWN7U7



Pacific South Division
15523 Carmenita Road
Santa Fe Springs, CA 90670
www.LNCurtis.com
Quotation No. 274309

Quotation

CUSTOMER:

Santa Fe Springs City Fire
Department
11300 Greenstone Avenue
Santa Fe Springs CA 90670

SHIP TO:

Santa Fe Springs City Fire
Department
Attn: Chief Van Meeteren
11300 Greenstone Avenue
Santa Fe Springs CA 90670

QUOTATION NO.

274309

ISSUED DATE

09/11/2023

EXPIRATION DATE

10/11/2023

SALESPERSON

Ed Shabro
eshabro@lncurtis.com
760-250-1180

CUSTOMER SERVICE REP

Tyler Dennison
tdennison@lncurtis.com
385-414-1492

REQUISITION NO.

Pro 73 00 Project String
FD24SH04

REQUESTING PARTY

Joe Strotman

CUSTOMER NO.

C36268

TERMS

Net 30

OFFER CLASS

FR

F.O.B.

DEST

SHIP VIA

Standard Shipping

DELIVERY REQ. BY**NOTES & DISCLAIMERS**

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

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Transportation is included in below pricing.

PRICING PER SOURCEWELL CONTRACT 032620 (FIREFIGHTING PPE AND APPAREL)

Ph: 323-780-0254
 TF: 866-557-0254
 Fax: 714-522-5001
lasales@lncurtis.com
 UEI#: DDLSADSWN7U7

CURTIS

TOOLS FOR HEROES

Pacific South Division
 15523 Carmenita Road
 Santa Fe Springs, CA 90670
www.LNCurtis.com
 Quotation No. 274309

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	8	EA	G1 4500 SCBA MSA CUSTOM	4500PSIg G1 Fire Service SCBA, As Below; WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable. HAZMAT SCBA PER ATO A- G1FS4410MA2Q2LLR *4500 PSI *CGA QUICK CONNECT REMOTE CONNECTION *SERVICEABLE TUNNEL W/ CHEST STRAP NO PASS *METAL BAND CRADLE TYPE *ADJUSTABLE SWIVEL LUMBAR PAD *SOLID COVER LEFT SIDE *UNIVERSAL QC REG TYPE *UNIVERSAL EXTENDABLE II *SPEAKER MODULE LEFT CHEST *NO PASS TELEMETRY RIGHT SHOULDER TIC *RECHARGEABLE BATTERY TYPE		\$8,665.00	\$69,320.00
2	8	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection Pricing includes custom lettering of cylinder to read: "SFS"		\$1,540.00	\$12,320.00
3	8	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection Pricing includes custom lettering of cylinder to read: "SFS"		\$0.00	\$0.00

Ph: 323-780-0254
 TF: 866-557-0254
 Fax: 714-522-5001
lasales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific South Division
 15523 Carmenita Road
 Santa Fe Springs, CA 90670
www.LNCurtis.com
 Quotation No. 274309

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
4	7	EA	10156458 MSA	Small G1 Facepiece With Small Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1FP-FS1S401 WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$345.00	\$2,415.00
5	13	EA	10156460 MSA	Large G1 Facepiece With Large Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * ATO Number: A-G1Fp-FI1L401 WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$345.00	\$4,485.00
6	5	EA	10189322 MSA	Large Replacement Kit, CBRN Nosecup, G1 Facepiece		\$30.00	\$150.00
7	20	EA	10189323 MSA	Small/Medium Replacement Kit, CBRN Nosecup, G1 Facepiece		\$31.00	\$620.00
8	25	EA	10046570 MSA	Threaded CBRN Canister		\$100.00	\$2,500.00
9	26	EA	10144231-SP MSA	Kit, Filter Adapter Assy, G1, Facepiece One extra for Fit Testing		\$135.00	\$3,510.00

Ph: 323-780-0254
TF: 866-557-0254
Fax: 714-522-5001
lasales@lncurtis.com
UEI#: DDLSADSWN7U7



Pacific South Division
15523 Carmenita Road
Santa Fe Springs, CA 90670
www.LNCurtis.com
Quotation No. 274309

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
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Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing remains firm until 10/11/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$95,320.00
Estimated Tax Total	\$10,008.60
Transportation	\$0.00
Total	\$105,328.60

[View Terms of Sale and Return Policy](#)

Ph: 323-780-0254
TF: 866-557-0254
Fax: 714-522-5001
lasales@lncurtis.com
UEI#: DDLSADSWN7U7



Pacific South Division
15523 Carmenita Road
Santa Fe Springs, CA 90670
www.LNCurtis.com
Quotation No. 274318

Quotation

CUSTOMER:

Santa Fe Springs City Fire
Department
11300 Greenstone Avenue
Santa Fe Springs CA 90670

SHIP TO:

Santa Fe Springs City Fire
Department
Attn: Chief Van Meeteren
11300 Greenstone Avenue
Santa Fe Springs CA 90670

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
274318	09/11/2023	10/11/2023

SALESPERSON

Ed Shabro
eshabro@lncurtis.com
760-250-1180

CUSTOMER SERVICE REP

Tyler Dennison
tdennison@lncurtis.com
385-414-1492

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
Pro 87 00 Project String FD24SH07	Joe Strotman	C36268	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Standard Shipping	

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

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Transportation is included in below pricing.

PRICING PER SOURCEWELL CONTRACT 032620 (FIREFIGHTING PPE AND APPAREL)

Ph: 323-780-0254
 TF: 866-557-0254
 Fax: 714-522-5001
lasales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific South Division
 15523 Carmenita Road
 Santa Fe Springs, CA 90670
www.LNCurtis.com
 Quotation No. 274318

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	3	EA	G1 4500 SCBA MSA CUSTOM	4500PSI G1 Fire Service SCBA, As Below; WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable. PER ATO A-G1FS443MA2Q2LGR *4500 PSI *CGA QUICK CONNECT REMOTE CONNECTION *SERVICEABLE TUNNEL HARNESS *METAL BAND CRADLE TYPE *ADJUSTABLE SWIVEL LUMBAR PAD *SOLID COVER LEFT SIDE *UNIVERSAL QC REG TYPE *UNIVERSAL EXTENDABLE II *SPEAKER MODULE LEFT CHEST *PASS TELEMETRY RIGHT SHOULDER TIC *RECHARGEABLE BATTERY TYPE		\$8,586.00	\$25,758.00
2	14	EA	10204946 MSA	Black G1 Rc Cylinder Assembly, 45Min, 4500PSI, Eclipse With Air And Quick Connect Adapter For Use With The G1 SCBA Pricing includes custom lettering of cylinder to read: "SFS"		\$1,460.00	\$20,440.00
3	14	EA	10204946 MSA	Black G1 Rc Cylinder Assembly, 45Min, 4500PSI, Eclipse With Air And Quick Connect Adapter For Use With The G1 SCBA Pricing includes custom lettering of cylinder to read: "SFS"		\$0.00	\$0.00

Ph: 323-780-0254
TF: 866-557-0254
Fax: 714-522-5001
lasales@lncurtis.com
UEI#: DDLSADSWN7U7



Pacific South Division
15523 Carmenita Road
Santa Fe Springs, CA 90670
www.LNCurtis.com
Quotation No. 274318

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
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Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing remains firm until 10/11/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$46,198.00
Estimated Tax Total	\$4,850.79
Transportation	\$0.00
Total	\$51,048.79

[View Terms of Sale and Return Policy](#)

Ph: 323-780-0254
TF: 866-557-0254
Fax: 714-522-5001
lasales@lncurtis.com
UEI#: DDLSADSWN7U7



Pacific South Division
15523 Carmenita Road
Santa Fe Springs, CA 90670
www.LNCurtis.com
Quotation No. 274336

Quotation

CUSTOMER:

Santa Fe Springs City Fire
Department
11300 Greenstone Avenue
Santa Fe Springs CA 90670

SHIP TO:

Santa Fe Springs City Fire
Department
Attn: Chief Van Meeteren
11300 Greenstone Avenue
Santa Fe Springs CA 90670

QUOTATION NO.

274336

ISSUED DATE

09/11/2023

EXPIRATION DATE

10/11/2023

SALESPERSON

Ed Shabro
eshabro@lncurtis.com
760-250-1180

CUSTOMER SERVICE REP

Tyler Dennison
tdennison@lncurtis.com
385-414-1492

REQUISITION NO.

AFG

REQUESTING PARTY

Joe Strotman

CUSTOMER NO.

C36268

TERMS

Net 30

OFFER CLASS

FR

F.O.B.

DEST

SHIP VIA

Standard Shipping

DELIVERY REQ. BY**NOTES & DISCLAIMERS**

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Transportation is included in below pricing.

PRICING PER SOURCEWELL CONTRACT 032620 (FIREFIGHTING PPE AND APPAREL)

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	45	EA	G1 4500 SCBA MSA CUSTOM	4500PSIg G1 Fire Service SCBA, As Below; WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable. PER ATO A-G1FS443MA2Q2LGR *4500 PSI *CGA QUICK CONNECT REMOTE CONNECTION *SEVICEABLE TUNNEL HARNESS *METAL BAND CRADLE TYPE *ADJUSTABL SWIVEL LUMBAR PAD *SOLID COVER LEFT SIDE *UNIVERSAL QC REG TYPE *UNIVERSAL EXTENDAIRE II *SPEAKER MODULE LEFT CHEST *PASS TELEMETRY RIGHT SHOULDER TIC *RECHARGEABLE BATTERY TYPE		\$8,586.00	\$386,370.00
2	6	EA	10206313 MSA	Uebss 2018 Edition G1 Rit Extendaire II System, 4500#, Medium Facepiece, Regulator, 6Ft Quick-Fill Hose, Urc, Quick-Connect WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$5,400.00	\$32,400.00
3	6	EA	RBL303 TRUE NORTH	Red L-3 Lite Speed Rit Bag	OM	\$305.96	\$1,835.76
4	2	EA	10156459 MSA	Medium G1 Facepiece With Medium Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1Fp-Fm1M401 WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$345.00	\$690.00

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
5	10	EA	10204946 MSA	Black G1 Rc Cylinder Assembly, 45Min, 4500PSI, Eclipse With Air And Quick Connect Adapter For Use With The G1 SCBA		\$1,460.00	\$14,600.00
				Pricing includes custom lettering of cylinder to read: "SFS"			
6	10	EA	10204946 MSA	Black G1 Rc Cylinder Assembly, 45Min, 4500PSI, Eclipse With Air And Quick Connect Adapter For Use With The G1 SCBA		\$0.00	\$0.00
				Pricing includes custom lettering of cylinder to read: "SFS"			
7	20	EA	10204946 MSA	Black G1 Rc Cylinder Assembly, 45Min, 4500PSI, Eclipse With Air And Quick Connect Adapter For Use With The G1 SCBA		\$1,460.00	\$29,200.00
				Pricing includes custom lettering of cylinder to read: "SFS"			
8	20	EA	10204946 MSA	Black G1 Rc Cylinder Assembly, 45Min, 4500PSI, Eclipse With Air And Quick Connect Adapter For Use With The G1 SCBA		\$0.00	\$0.00
				Pricing includes custom lettering of cylinder to read: "SFS"			
9	6	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection		\$1,540.00	\$9,240.00
				Pricing includes custom lettering of cylinder to read: "SFS"			

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
10	4	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection		\$0.00	\$0.00
				Pricing includes custom lettering of cylinder to read: "SFS"			
11	1	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection		\$1,540.00	\$1,540.00
				Pricing includes custom lettering of cylinder to read: "SFS"			
12	6	EA	10158385 MSA	G1 SCBA Charging Station Kit		\$865.00	\$5,190.00
13	24	EA	10148741-SP MSA	Battery Pack, G1, Rechargeable		\$445.00	\$10,680.00
14	20	EA	10148740-SP MSA	Replacement Alkaline Battery Pack		\$355.00	\$7,100.00
15	38	EA	10156459 MSA	Medium G1 Facepiece With Medium Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1Fp-Fm1M401		\$345.00	\$13,110.00
				WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.			

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
16	4	EA	10206313 MSA	Uebss 2018 Edition G1 Rit Extendaire II System, 4500#, Medium Facepiece, Regulator, 6Ft Quick-Fill Hose, Urc, Quick-Connect WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$5,400.00	\$21,600.00
17	4	EA	RBL303 TRUE NORTH	Red L-3 Lite Speed Rit Bag	OM	\$305.96	\$1,223.84
18	1	EA	10186214 MSA	RFID Contactless Reader Writer, * 13.56 Mh		\$669.00	\$669.00
19	1	EA	10158407 MSA	Kit, Rfid Reader/Writer, G1		\$805.00	\$805.00
20	60	EA	10083875 MSA	Tag Assy, Electronic Id, M7		\$49.00	\$2,940.00
21	17	EA	10149700-SP MSA	4500/5500 Quick Connect Coupling		\$499.00	\$8,483.00
22	17	EA	MSAQC-FG4 BLUE SPARTAN	MSA Female X 1/4NPT To Connect to MSA Adapter		\$63.50	\$1,079.50
23	17	EA	96-347-1SS-MSAQC-CW BLUE SPARTAN	Copper Washer	OM	\$3.07	\$52.19
24	2	EA	10197700 MSA	Hub Fire Service, US		\$4,340.00	\$8,680.00

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
25	24	EA	455022 MSA	50' Airline Hose Assy		\$355.00	\$8,520.00
26	1	EA	10110435 MSA	Cd-Rom SCBA Testsoftware Posi 3 Usb		\$1,400.00	\$1,400.00
27	1	EA	10166331 MSA	Manifold Assy, Test, G1, Extend-Aire		\$199.00	\$199.00
28	1	EA	10163472 MSA	Hose Assy, Mp, Flow Test, G1		\$430.00	\$430.00
29	8	EA	630313 MSA	.25Npt Hansen Qdisc Brass Plug		\$13.50	\$108.00
30	10	EA	69542 MSA	.25Nptmx.75Hosem Brass Union Adaptr		\$21.00	\$210.00
31	4	EA	476956 MSA	Socket Assy, Female, QDISC, Cejn Lkg, 1-PC		\$120.00	\$480.00
32	6	EA	QDH3SL4F AIR SYS	Foster/Hansen 3000 Series 1/4 FPT Socket with Sleeve Lock		\$21.00	\$126.00

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
33	4	EA	A-PCG21DA1P1 MSA	G1 PremAire Cadet Escape Respirator: * Kevlar Strap Carrier, Standard * Shoulder Pad Option * 10-Minute Carbon Escape Cylinder * G1 MMR Regulator, Purge Cover * No Facepiece * Cejn Locking Quick Disconnect * Hard Plastic Case WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$1,800.00	\$7,200.00
34	22	EA	10204946 MSA	Black G1 Rc Cylinder Assembly, 45Min, 4500PSI, Eclipse With Air And Quick Connect Adapter For Use With The G1 SCBA Pricing includes custom lettering of cylinder to read: "SFS"		\$1,460.00	\$32,120.00
35	2	EA	ZT-G1CARE-12HR MSA	Care G1 Initial Certification Training Pricing included with purchase of above items.		\$0.00	\$0.00

Small Business
 CAGE Code: 5E720
 SIC Code: 5099
 Federal Tax ID: 94-1214350
 UEI #DDLSADSWN7U7

This pricing remains firm until 10/11/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

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Subtotal	\$608,281.29
Estimated Tax Total	\$63,869.54
Transportation	\$0.00

Total	\$672,150.83
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[View Terms of Sale and Return Policy](#)

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **L.N. Curtis & Sons**, 185 Lennox Lane, Suite 100, Walnut Creek, CA 94598 (Vendor).

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. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 5/5/2020 | 5:08 PM CDT

L.N. Curtis & Sons

DocuSigned by:
By: Nick Lawrence
105BA01D937894D8...
Nick Lawrence
Title: Special Programs Director

Date: 5/5/2020 | 6:44 PM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A04CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/5/2020 | 8:49 PM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: L.N. Curtis & sons

Does your company conduct business under any other name? If yes, please state: Curtis

Address: 185 Lennon Lane
Suite 110
Walnut Creek, CA 94598

Contact: Nick Lawrence

Email: NLawrence@LNCurtis.com

Phone: 510-499-4112

HST#:

Submission Details

Created On: Thursday January 23, 2020 10:16:32

Submitted On: Thursday March 26, 2020 00:10:18

Submitted By: Nick Lawrence

Email: NLawrence@LNCurtis.com

Transaction #: b5d08568-4a99-4569-a09e-e53cd565fff3

Submitter's IP Address: 98.210.41.56

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	L.N. Curtis & sons (Curtis)	*
2	Proposer Address:	185 Lennox Lane Suite 100 Walnut Creek, CA 94598	*
3	Proposer website address:	http://www.lncurtis.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Nick Lawrence, Special Programs Director	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Lawrence, Special Programs Director 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLawrence@LNCurtis.com (510) 499-4112	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Lloyd, Executive Director of Sales 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLLoyd@LNCurtis.com (740) 590-3446 Tim Henderson, Senior Vice President 4647 S. 33rd Street Phoenix, AZ 85040 THenderson@LNCurtis.com (510) 207-1568	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>L.N. Curtis & sons (Curtis) has a long history with emergency responders. Lloyd N. "Pop" Curtis founded our company in 1929. "Pop's" brother, Newton, had partnered with his brothers-in-law in Glendale, California to build a mechanical resuscitator - a first of its kind.</p> <p>The Depression of the early 30's interrupted many American lives. It most certainly hindered the sale of a resuscitator that was a very expensive piece of equipment for its day (as much as a new Chevy or Ford). Thus, "Pop" found himself trying to support a family and unable to make ends meet. He was, however, an extremely popular salesperson. It seemed firefighters liked him very much, respected his tenacity and were intent on keeping him afloat. It became their practice when "Pop" came around for a sales call to ask him "to pick up some fire boots and bring them next time he visited." Then fire boots turned into "Lloyd, we could use some turnouts on your next visit. How about it?" This is how L.N. Curtis & sons as we know it today was born.</p> <p>Finally, the economy improved enough that, with the addition of a very small inheritance, "Pop" was able to buy a car and get back on the road. His sons, Jay and Bill were named "partners" and the "L.N. Curtis" company immediately evolved into, "L.N. Curtis & sons," 451 Hudson Street in Oakland, California was the garage that opened the doors to what has become one of the most successful distributors of emergency responder equipment in the United States. "Pop", Jay, and Bill Curtis each worked diligently in every capacity to be successful and support their family. In fact, none of them ever retired and each worked actively in the business until their deaths.</p> <p>Salt Lake City, Utah, became the home for Curtis' second Customer Service and Operations Center. Jay Curtis' son-in-law, Steven L. Chandler, ran this division until his retirement in 2009.</p> <p>In 1945, Curtis' third Customer Service and Operations Center opened in Seattle, Washington. Eventually, three more Customer Service and Operations Centers have opened. These new Centers support customers in Southern California and Southern Nevada; the Southwest; and, U.S. Military customers world-wide.</p> <p>Bill Curtis managed Curtis from 1946 until 1988. Upon his death in 2005, Bill's son, Paul Curtis, became President and CEO of the company. Curtis' headquarters and the home of the Curtis' Pacific North Customer Service Center and Special Programs was moved in 2020 from Oakland, CA, to Walnut Creek, CA.</p> <p>Jeff Curtis, a great grandson of "Pop" Curtis is currently Vice President of Operations and Customer Service, while Roger Curtis, also a great grandson of "Pop" Curtis, is currently Vice President of Marketing and Administration.</p> <p>During subsequent years, four additions were made to the L.N. Curtis & sons' family of companies: ECMS, Firefighters Bookstore, Curtis Force Protection, and Curtis Blue Line.</p> <p>ECMS performs ensemble care and maintenance for emergency responders. ECMS includes six operations centers (Las Vegas, NV, Oakland, CA, La Mirada (Los Angeles), CA, Phoenix, AZ, Kent, WA, and Salt Lake City, UT).</p> <p>Firefighters Bookstore services emergency responders on a world-wide basis with educational and training services.</p> <p>Curtis Force Protection specializes in assisting federal agencies, located world-wide, with products and services supporting missions related to defense, security and enforcement.</p> <p>Curtis Blue Line (CBL) services law enforcement agencies and their members from six operations centers and retail stores. CBL locations are in Boise, ID, Kent, WA, Phoenix, AZ, Tigard, OR, Salt Lake City, UT, and West Sacramento, CA.</p> <p>Throughout the decades, Curtis' mission has remained constant: "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions and return safely home to family and friends."</p> <p>In honor of those we serve, Curtis established a corporate-wide trademark, "Tools for Heroes"</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of manufacturers to form a compilation of product catalogs representing those products related to this solicitation that are required and most in demand to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service.</p> <p>CURTIS' offer includes one or more brands or styles for the following general product categories that are defined within the solicitation:</p> <ol style="list-style-type: none"> 1. Personal Protective Equipment (PPE) 2. Breathing Air Compressor Systems 3. PPE-related Services 	*
9	What are your company's expectations in the event of an award?	<p>Curtis expects to:</p> <ul style="list-style-type: none"> • Fulfill customer requirements, accurately, timely and with significant value • Curtis expects to make the ensuing contract very valuable to Sourcewell and to the membership • Curtis expects to make a fair profit 	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attachment, "Item 10 – Curtis Financials"	*
11	What is your US market share for the solutions that you are proposing?	Curtis estimates that we have between 50%-65% of our served markets that comprises the products contained in our proposal.	*
12	What is your Canadian market share, if any?	Curtis does not sell into the Canadian market.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned or entered into bankruptcy protection.	*
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>a) Curtis is a distributor/dealer/reseller for all brands and models that are included in this proposal.</p> <p>Please note that written authorization from our manufacturers is available on request as there is no apparent place in the documentation section of the on-line submission process for inserting authorizations from the manufacturers included in this offer.</p>	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with facilities in Washington, Oregon, Utah, Arizona, Idaho and California.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.	*

17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Curtis' proposal includes products representing the following categories and sub-categories:</p> <ol style="list-style-type: none"> 1. PERSONAL PROTECTIVE EQUIPMENT (PPE) <ul style="list-style-type: none"> • Firefighter Protective Clothing (structural and proximity [aircraft]) <ul style="list-style-type: none"> o Turnout Jackets o Turnout Pants o Firefighting Boots o Firefighting Gloves o Firefighting Hoods • Wildland Fire Fighting Protective Gear <ul style="list-style-type: none"> o Wildland Jackets o Wildland Pants o Wildland Boots o Wildland Gloves o Wildland Hoods • Technical Rescue Protective Gear <ul style="list-style-type: none"> o Tech Rescue Jackets o Tech Rescue Pants o Tech Rescue Boots o Tech Rescue Gloves • Station-Wear <ul style="list-style-type: none"> o Blouses (shirts) o Jackets o Pants o Footwear • Self-Contained Breathing Apparatus (SCBA) <ul style="list-style-type: none"> o Back-Packs o Facepieces o Cylinders o Regulator o RIC UAC o PASS o Replacements parts and accessories • Miscellaneous PPE-related equipment <ul style="list-style-type: none"> o Belts o Packs o Other 2. BREATHING AIR COMPRESSOR SYSTEMS <ul style="list-style-type: none"> • Breathing Air Systems (mobile and stationary) • Fill Stations • Storage Systems 3. PPE-RELATED SERVICES <ul style="list-style-type: none"> • Pre-sales Support (requirements definition and support to specification development) • Post-Sales Support (sizing, use and care training, assistance during deployment, repair and maintenance) • Inspection, Cleaning & Repair Support (proposal includes providing the membership a Verified Independent Service Provider offering NFPA 1851-compliant inspection, cleaning, and repair of personal protective equipment)
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	None	*
19	What percentage of your sales are to the governmental sector in the past three years	Public sector agencies, including federal, state and local agencies, comprise in excess of 90% of total corporate sales. The balance are primarily sales to individuals, mainly those employed by the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Curtis has several cooperative purchasing contracts in place at the state, regional and national levels. Of note:</p> <p>NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter.</p> <p>Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter.</p> <p>GSA: Sales on this national/world-wide cooperative, of on average, approximately six-million dollars per year.</p>	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis is conducting activities in support of our second twenty-year GSA contract (GSA Contract 47QSWA18D009Y). Sales have averaged in excess of six-million dollars, per year.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
The City of Los Angeles, CA City of Los Angeles Fire Department	Captain Joe Hill	213-485-6121	*
The County of Los Angeles, CA Los Angeles County Fire Department	Captain Tim Vanderlip	818-880-4411	*
Salt Lake City Fire Department	Deputy Chief Chris Milne	801-319-7910	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Provide a wide array of firefighting equipment, tools, and PPE, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness serving a world-wide DoD customer base	Range from a few hundred-dollars to a millions-of-dollars	Averaging approximately twenty-million dollars per years, 2017-2019	*
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of products to include firefighting and rescue equipment, PPE, law enforcement and security equipment, special purpose clothing, and related equipment and services for a world-wide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars	Averaging approximately six-million dollars per year	*
The County of Los Angeles Fire Department	Government	California - CA	Provide a wide array of products to include Firefighting gear, Wildland gear, station PPE.	averages around \$50,000	average yearly sales volume totals approximately \$2M	*
The City of Los Angeles Fire Department	Government	California - CA	Products include firefighting tools, heavy rescue equipment, and water flow equipment	averages around \$50,000	average yearly sales volume totals approximately \$2.3M	*
Salt Lake City Fire Department	Government	Utah - UT	Provide PPE and sizing services	A few hundred to a few thousand dollars	Sales grew from \$53.8K in 2018 to \$201.5K in 2019	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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25	Sales force.	<p>The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire & Emergency Services Operation Centers are located in the following locations:</p> <p>Curtis Walnut Creek Operations Center Corporate HQ Special Program Office (Programs and Contracts Management) 185 Lennon Lane, Suite 110 Walnut Creek, California 94598 800.443.3556 Tel 510.839.5325 Fax</p> <p>Curtis Salt Lake City Operations Center 1635 Gramercy Road Salt Lake City, Utah 84101 800.426.0509 Tel 801.487.1278 Fax</p> <p>Curtis Seattle Operations Center 6507 S. 208th Street Kent, Washington 98032 800.426.6633 Tel 206.622.2723 Fax</p> <p>Curtis Los Angeles Operations Center 16821 Knott Avenue La Mirada, CA 90638866.557.0254 Tel 323.780.1484 Fax</p> <p>Curtis Phoenix Operations Center 4647 South 33rd Street Phoenix, AZ 85040 877.453.3911 Tel 602.453.3910 Fax</p> <p>Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction.</p> <p>Refer to attachment, "Item 25 – Curtis Municipal Area Sales Managers"</p>	*
26	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.	*
27	Service force.	<p>In addition to providing significant pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community:</p> <ul style="list-style-type: none"> • Warehousing & Inventory—logistics management and inventory control specialists who ensure the right parts go to the right customer • Marketing Specialists—provides educational information and training on a wide array of PPE industry topics; conducts training classes on products and product maintenance and repair procedures; and, offers seminars on specific products and product families and industry-specific standards, specifications and requirements. Areas of expertise include F&ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection. • Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance • Personal Protective Equipment and Ensemble Care & Maintenance—Curtis' wholly-owned subsidiary, ECMS, Inc. a five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards • Manufacturer Field and Product Technician Teams—Curtis has access to supplier specialists and technical teams for customer support and education • CurtisCARE—Curtis provides our customers with training and on-boarding support, inspection, repair and maintenance services for PPE, Rescue Tools, SCBA, Compressors, Small Engine Repair, and other related products. 	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Although customer and technical support is available between the hours of 7:00am and 5:00pm, local time, Monday through Friday at each of our Customer Service Operation Centers, Curtis understands that "normal office hours" has lost all real meaning in the global marketplace.</p> <p>Serving a world-wide customer community spanning all time zones, Curtis' customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship.</p> <p>Curtis' customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section.</p> <p>It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company's customers. This enables Curtis' customers to contact the company's sales force directly for sales and service requests 24/7/365.</p> <p>Additionally, using toll-free numbers during "outside-of-normal" business hours or on national holidays, CURTIS representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. CURTIS' representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations.</p> <p>Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.</p>	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>As previously discussed in #29, all products included in Curtis' proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations.</p> <p>Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>Curtis price quotes for Hawaiian and Alaskan inquiries will be FOB: Destination that will be calculated using the following formula:</p> <p>List Price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers.</p> <p>Curtis will provide a quote to all other states in the contiguous 48 plus Alaska requesting to "piggy-back" on any resulting contract between Curtis and the member. Curtis quoted prices for shipments to the continental USA will be FOB: Origin, freight added and will be calculated using the following formula:</p> <p>List price less the brand discount plus an estimated freight charge.</p> <p>The customer invoice will include actual freight charges as a separate line item.</p> <p>Note: For those customers requiring a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine freight costs.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Curtis' sales teams will target the areas with greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified.</p> <p>Specifically, immediately after contract award, our marketing department will announce the award on our web-site and other on-line public forums in which we participate with our customers.</p> <p>Additionally, Curtis' marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near-term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, man-power, and money.</p> <p>We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract.</p> <p>Please refer to attached example of a previous Curtis Marketing Plan that was customized to address a specific served-market segment, "Item 32 - Curtis Rescue Tool Marketing Plan."</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis sales initiatives, brand awareness, and product promotion.</p> <p>Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals.</p> <p>A showcase of Curtis abilities is a cross-digital program in-place to support the Curtis sales initiative of promoting the MSA G1 SCBA which includes:</p> <ul style="list-style-type: none"> • LNCurtis.com Homepage – Main Product Merchandising Space • LNCurtis.com Homepage – Call to Action Banner for Lead Generation • LNCurtis.com – Call to Action Pop-up Modal for Lead Generation • MSA G1 SCBA Landing Page (https://www.lncurtis.com/msa-g1-scba) • MSA G1 SCBA Product Detail Page (https://www.lncurtis.com/MSA-G1-SCBA-4500-psig-Operating-System_2) • Social Media Posts and Ads • Email Marketing • Industry Website Ads • Search Engine Ads • Search Engine Optimization includes, among other parameters <ul style="list-style-type: none"> o Keyword Campaigns o Metadata o Rich Content o Backlinking <p>A recent success story is the increase in leads for the Curtis Technical Services team for SCBA cylinder hydro testing.</p> <p>Creating a search engine keyword ad campaign with metadata focus has driven a substantial increase in visits to the Curtis hydro-test landing page: https://www.lncurtis.com/hydro-testing.</p> <p>Curtis practices continual improvement and as this hydro test digital program has evolved, we've made adjustments to the ad campaign and identified landing page improvements—some updates already completed and some in-process.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures.</p> <p>Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis personnel and to make sure all necessary information is exchanged.</p> <p>Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions); procedures for quotes, order entry and post-sales support; and, any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract.</p> <p>In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expect to "hit the ground" prepared, running, and successful.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Curtis' eCommerce Storefront and eCommerce Catalog allows customers to connect to Curtis' system in real time using the Internet to search Curtis' product catalog, place orders, check the status of orders, check product pricing and availability, and review account information.</p> <p>Curtis' electronic order entry system provides customers with 24-hour service, support, and sales. The company's eCommerce storefront is a fully integrated, multi-channel sales and customer self-service portal solution that offers Curtis' trading partners and customers the ability to place orders. Some of the features of Curtis' eCommerce Storefront include:</p> <ul style="list-style-type: none"> • Quick and secure customer access • Real-time order entry system • Email order confirmation <p>A portion of Curtis' commercial catalog is included in our eCommerce Storefront, in a searchable online format with links to images, documents, and products. Curtis' eCommerce Catalog provides customers with the latest product information, pricing, and availability on a World Wide Web storefront.</p> <p>Additional features of Curtis' eCommerce Catalog include:</p> <ul style="list-style-type: none"> • An attribute-based system, used to search for products • Additional fields of information for searching • Unlimited links from the catalog records to images, specification documents, and page references <p>As the state of the art of the ITS for this contract evolves, Curtis stands ready to adapt to any IT-related updates as may be required to accommodate the needs of the Sourcewell membership.</p> <p>Curtis has on-line ordering systems (OLOS) that have been customized (product catalogs and pricing) to address as-contracted requirements from several public agencies. These secure on-line ordering systems enable authorized users to log-in and purchase as-contracted products, at as-contracted prices. These OLOS are available 24/7/365 to authorized end users.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>It's not JUST about products!</p> <p>Curtis' CurtisCARE Program offers members with significant opportunities to receive pre-sales and post-delivery training and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer training in equipment use; inspection, repair, maintenance; and, safety during deployment at no cost to the member. A sampling of available value-added training, available through our CurtisCARE program, includes:</p> <ul style="list-style-type: none"> • Complete Personal Protective Equipment (PPE) product education and training, maintenance, repair and cleaning services • Complete Self-Contained Breathing Apparatus (SCBA) product education, training, fit-testing, and maintenance services. • Complete gas detection product education, training, and maintenance services • Complete rescue tool product education, training, and maintenance services • Complete breathing air compressor product education, training and maintenance services • Complete Firefighting training towers and buildings, and Firefighting training prop product education, training, and maintenance service <p>CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education and training specialists, rescue tool education and training specialists, and several product demonstration vehicles that routinely visit customer sites.</p> <p>An integral part of Curtis' product education and training involves our outside sales representatives. These professionals provide product education, training seminars, and hands-on demonstration. Additionally, Curtis' suppliers are a valuable and valued asset for product and service training programs.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Curtis provides local sales and service representatives, and product specialists for PPE, Rescue, and Breathing Air Systems. Additionally, manufacturers' representatives and technicians are available to support Curtis' product support and customer service activities.</p> <p>All products are state-of-the-art, using the latest technology available for the market.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	None	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses.</p> <p>Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis' goal is to develop and more fully utilize these businesses as suppliers and business partners.</p> <p>Curtis views the programs such as the up-coming Sourcewell Firefighting PPE Program as a platform with which to provide new opportunities to underutilized businesses.</p> <p>However, given the critical life-support functions performed by a majority of the manufacturers in Curtis' proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type.</p>	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, & emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog.</p> <p>Curtis' Customer Service Operations are located in Seattle, WA, Salt Lake City, UT, Walnut Creek, CA, La Mirada (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT.</p> <p>Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings.</p> <p>Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog.</p> <p>Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United States Federal Government located world-wide.</p> <p>A great source of corporate pride and import, Curtis held achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced significant increase in customer acceptance of this "piggy-back" contract mechanism and a related year-to-year growth in sales.</p> <p>Curtis' Corporate Mission (why we do what we do): "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home."</p> <p>Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of excellent manufacturers to form a robust compilation of products are required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service.</p> <p>Curtis' offer includes one or more brands for each of the following product categories:</p> <ul style="list-style-type: none"> • 1.a.i. Firefighter Protective Clothing (30 brands) • 1.a.ii. Station-Wear (7 brands) • 1.a.iii. Helmets (2 brands) • 1.a.iv. SCBA (2 brands) • 1.a.v. Related Equipment (7 brands) • 1.b. Breathing Air Compressor Systems (1 brand) • 1.d. PPE-related Services (7 services) 	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Curtis will not be providing products or services to membership located in Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	<p>Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs.</p> <p>The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice).</p> <p>Please refer to attachment, "Item 43 - Curtis Terms & Conditions of Sales"</p>	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*

45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, where stated as part of the Manufacturer's standard warranty.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations. When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We take responsibility for what we sell. Curtis offers warranty service for all brands and models that we sell and that are included in this proposal.	*
48	What are your proposed exchange and return programs and policies?	Curtis strives to maintain the highest level of customer service. In accordance Curtis will re-fund or exchange your purchase within the following guidelines: Product must be returned in new, unused condition within 30 days of receipt. Any product you desire to return after that date is subject to review by Curtis, and may be non-returnable. Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded. Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return. Clearance or Used product is also non-returnable. Custom, special order product and/or non-stock product may be returned only if acceptable to our vendor. A re-stocking and handling fee, as determined by our vendor and transportation costs to return to our vendor will be charged. Return your product(s) by following these steps: 1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to re-request a return or exchange. 2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product. 3. Return your product by bringing it into or shipping to the Curtis location specified on the RA. 4. When shipping to a Curtis location, carefully pack the product in order to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you. 5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for product that arrives at our facility in undamaged new and unused condition. Curtis reserves the right to reject any and all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in condition other than originally shipped may be rejected and shipped back to you. You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.	*
49	Describe any service contract options for the items included in your proposal.	Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Curtis offers customized leasing plans both through third-parties and internally.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	Curtis may offer trade-in programs for various equipment. The offer is custom designed for each customer determined on a case-by-case basis.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Curtis Procedures for Processing Orders</p> <p>Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status.</p> <p>ORDERS</p> <p>Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line.</p> <p>ORDER PROCESSING</p> <p>After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]).</p> <p>ORDER SCHEDULING & DELIVERY</p> <p>Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or, the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders.</p> <p>ORDER CONFIRMATION</p> <p>Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite).</p> <p>NOT-IN-STOCK CONDITIONS</p> <p>Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration.</p> <p>PARTIAL DELIVERY / BACK ORDER PROCEDURES</p> <p>Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses in order to provide the level of service our customer requests.</p> <p>Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete.</p> <p>Partial deliveries and back orders status are provided to the</p>	*

		customer on a regular basis until the order is filled.	
		ORDER BILLING	
		Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order.	
		PAYMENT FOR GOODS RECEIVED	
		Curtis extends payment terms of net thirty (30) days from date of invoice.	
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Curtis accepts credit cards purchases while adding no processing fees.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering." Curtis' proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models, by model. The pricing model is applicable to the brand's entire published catalog, as identified in item 63, Table 12.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Curtis' proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers' Suggested (List) Price. The list prices are defined within the current Price List/Product Catalog of each of the Company's Manufacturer (Brand)-Partners (refer to item 63, Table 12).	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following: On-Contract Products & Services: Price will be the list price less as-contracted discount for the brand/model, plus freight. Open Market Products & Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.	*

60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Shipments to customers located in the continental 48 states: FOB: Origin, freight added, or as otherwise required by the customer</p> <p>Shipments to customers located in Alaska and Hawaii: FOB: Destination</p> <p>Curtis price quotes for Hawaiian and Alaskan inquiries will include a shipping estimate that will be calculated using the following formula: List Price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers.</p> <p>The customer invoice will include actual freight charges as a separate line item. Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs.</p>	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>As discussed in #60, Curtis price quotes for Hawaiian and Alaskan inquiries will be FOB: Destination, with estimated shipping charges calculated using the following formula: List price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies.</p> <p>Curtis will always seek best value for our customers.</p> <p>The customer invoice will include actual freight charges as a separate line item.</p>	*

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to:</p> <ul style="list-style-type: none"> • Acquire support items and spare parts • Catalog the items • Receive the items • Store and warehouse the items • Transfer the items to where they are needed • Issue the items • Dispose of secondary items • Provide for initial support of the system • Acquire, distribute, and replenish inventory • And, provide value-added resources by combining <p>Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support</p> <p>Logistics Solutions</p> <p>CURTIS offers complete transportation and logistics management services. By contracting and managing a network of national, regional and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we are able to provide include:</p> <ul style="list-style-type: none"> • Expedited • Port and Rail Drayage • Intermodal • International (Ocean Freight/Air Freight) • Less-than-truckload • Specialized Equipment – temperature controlled, HAZMAT, etc. • Freight Forwarding <p>Kitting Solutions</p> <p>When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling.</p> <p>Our product kitting and assembly services allow customers to:</p> <ul style="list-style-type: none"> • Reduce inventory • Respond quickly and economically to changing demand for custom packs • Fulfill individual custom orders • Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs. • Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits. • Our labor solutions help you economically manage activity spikes and meet last-minute requests.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Curtis' proposed program includes prices to be considered ceiling prices. To be clear, ceiling prices are the highest prices that will be offered. Curtis anticipates that the membership will be offered products contained in this offer at prices reflecting deeper discounts (lower prices) than those proposed within the pricing schedule.</p> <p>It is anticipated that market forces such as competition and the nature of specific sales actions (e.g., volume purchases, repeat customers) will lead to additional discounts being offered by Curtis to the membership.</p> <p>The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering."</p> <p>Curtis anticipates that future requests will be submitted to the Sourcewell to add products reflecting future product enhancements made by industry or requests for products made by members.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Curtis will employ the same control processes that have been successfully employed by Curtis for over twenty-years to monitor and control every sale made on our GSA contract. Additionally, tracking and reporting requirements are included in Curtis' Prime Contracts on the Defense Logistics Agency's Fire & Emergency Tailored Logistics Support Program and the United States Air Force's PPE Program).</p> <p>After multiple audits on these major programs, Curtis maintains exception operational and reporting performance scores, with no deficiencies noted.</p>
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay Sourcewell a 1% administrative fee of total net revenues (gross sales, less product returns), on a quarterly basis.

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan.</p> <p>KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management.</p> <p>Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders).</p> <p>Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.</p>	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	<p>As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service.</p> <p>In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services product specialists who are trained and certified by manufacturers to provide deployment support and, product training in use, care, maintenance and repair, and safety.</p>	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	<p>Typically, PPE are highly customized products, based on the requirements of each department, and sometimes, each firefighter.</p> <p>Curtis' Sales and Product Support teams provide the market with pre-sales product training and education to help define the best materials and optimal design requirements required to meet each department's unique Risk Assessment.</p>	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	<p>Curtis' Sales and Product Support Teams provide on-site sizing, when required, for PPE orders at no additional charge. Sizing is accomplished using actual sizing sets. Each firefighter dons sizing samples until a proper fit is identified.</p> <p>Additionally, ECMS (a Curtis wholly-owned subsidiary) provides NFPA 1851-compliant PPE inspection, repair and cleaning services. ECMS is included in this Curtis proposal.</p>	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	All on-site services are coordinated and mutually agreed upon with appropriate agency personnel prior any work performed.	*
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Item 10 - Curtis Financials.pdf - Tuesday March 24, 2020 23:17:46
 - [Marketing Plan/Samples](#) - Item 32 - Curtis Rescue Tools Marketing Plan.doc - Tuesday March 24, 2020 23:54:21
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Item 43 - Curtis Terms & Conditions of Sales.pdf - Wednesday March 25, 2020 00:16:43
 - [Pricing](#) - SourceWell RFP 032620 Firefighting PPE Product Catalog - Curtis.xlsx - Wednesday March 25, 2020 14:09:13
 - [Additional Document](#) - Item 25 - Curtis Municipal Area Sales Managers.pdf - Wednesday March 25, 2020 15:33:51

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nick Lawrence, Director, Special Programs, L.N. Curtis & sons

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	<input checked="" type="checkbox"/>	—
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	<input checked="" type="checkbox"/>	—
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	<input checked="" type="checkbox"/>	—



CITY OF SANTA FE SPRINGS
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: FIRE STATION APPARATUS BAY DOORS REPLACEMENT – AWARD OF CONTRACT

DATE: October 17, 2023

RECOMMENDATION:

It is recommended that the City Council:

- 1) Accept the bids; and
- 2) Award a contract to GMAT, Inc. dba: Inland Overhead Door Co. of Colton, California in the amount of \$209,000.00; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Fire Station Bay Doors Replacement project is an approved Capital Improvement Plan project. The project is funded through the Utility Users Tax (UUT) Capital Improvement Plan Funds with a total project budget of \$485,000.

The total estimated project costs are as follows:

Item	Budget
Construction	\$ 209,000.00
Design	\$ 10,000.00
Engineering	\$ 15,000.00
Inspection	\$ 20,000.00
Contingency	\$ 76,000.00
Total Project Cost	\$ 330,000.00

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 17, 2023

Fire Station Apparatus Bay Doors Replacement – Award of Contract

Page 2 of 3

Project Funding Sources	Amount
Utility Users Tax (UUT) Capital Improvement Fund	\$ 485,000.00
Anticipated Expenditures	\$ <u>(330,000.00)</u>
Estimated Budget Surplus	\$ 155,000.00

Based on the estimated project costs, staff is estimating a project budget surplus in the amount of \$155,000.

BACKGROUND

Fire Station 1, located at 11300 Greenstone Ave., has eight (8) roll-up style bay doors that have exceeded their service life. These doors were installed when the station was built in 1972. The door frames and supporting hardware have been stressed from daily usage over the past 51 years to the point that the doors are requiring nearly monthly repairs. Unfortunately, the parts required are no longer available, meaning major repairs require custom built panels or retrofitting of newer panels available on the market today. The customization of the panels comes at an unsustainable repair cost. The bay doors have also warped and twisted to the point that they do not always open as they should. The partial opening of a door could cause damage to fire apparatus as they are pulling out of the station and would prevent or delay the response to an emergency. Any contact between the fire apparatus and a bay door could cost substantial and expensive damage and force the fire apparatus to be unavailable for use until the proper repairs have been made.

Fire Station 3, located at 15517 Carmenita Road, has three (3) roll-up style bay doors that have exceeded their service life as well. These doors were installed when the station was built in 1963. Similar to Station 1, the door frames and supporting hardware have been stressed from daily usage. In recent years, the front door has sustained major damage that has formed a crack down the center of the door. This door has been reinforced with structural steel to prevent failure or collapse. However, the door is now heavier causing door openers to fail at a faster rate. Because of this, the need for premature replacement of door openers is an additional repair and maintenance cost. Also similar to station 1, the necessary parts are no longer available for these doors, so major repairs require custom built panels or retrofitting of newer style panels available on the market today. The customization of panels comes at a repair cost that is unsustainable.

The scope of work would include the removal of all doors, track, and associated equipment. All bays would receive new painted light weight industrial roll up doors, tracks, springs, anchors, and openers. The scope also includes proper disposal of all debris.

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 17, 2023

Fire Station Apparatus Bay Doors Replacement – Award of Contract

Page 3 of 3

ANALYSIS

Bids were opened on September 18, 2023, and a total of three bids were received. City Staff reviewed the proposals and determined that all bid proposals comply with the project specifications. The low bidder for the project was GMAT, Inc., dba: Inland Overhead Door Co. of Colton, with a bid totaling \$209,000.00. The bid proposal for the following bidders reflects the bid amounts.

Company Name	Publicly Read Bid Amount	Audited Bid
1. Inland Overhead Door Co.	\$209,000.00	\$209,000.00
2. South Coast Industrial Door, Inc.	\$262,485.00	\$262,485.00
3. National Garage Door	\$343,500.00	\$343,500.00 *

*Acknowledgment of Addendum No. 1, not signed/included.

The bid proposal submitted by GMAT, Inc., dba: Inland Overhead Door in the amount of \$209,000.00 is approximately 39% below the Engineer's Estimate of \$342,000.

The Department of Public Works has reviewed the bids and determined the low bid submitted by MAT, Inc., dba: Inland Overhead Door to be responsive and responsible.

The City Attorney's office has reviewed the contract.

ENVIRONMENTAL

N/A

DISCUSSION

Upon completion of the Fire Stations Apparatus Bay Doors Replacement project, the doors will have a renewed service life, reduction in annual maintenance costs and the Fire Stations security will be enhanced.

SUMMARY/NEXT STEPS

Upon the City Council approval of the recommended actions, Public Works and the Fire Department will work closely together to manage the successful delivery of the project.

ATTACHMENT:

A. Attachment A – Contract Agreement

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT
FOR
FIRE STATION
APPARATUS BAY DOORS REPLACEMENT
IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 17th day of October 2023, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and GMAT, Inc. dba Inland Overhead Door Co., as CONTRACTOR in the amount of \$209,000.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or

arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

This indemnification provision is independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. AGENCY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

AGENCY shall notify CONTRACTOR of the receipt of any third party claim related to this Agreement within seven (7) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201)

ARTICLE VII

AGENCY shall comply with Pub Cont. Code §20104.50 as follows:

20104.50.

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

ARTICLE VIII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

CONTRACTOR
GMAT, INC. DBA INLAND OVERHEAD
DOOR CO.

By:  RYAN SHERRETT, PRESIDENT
DocuSigned by: EA002F30B25547C

12401 s la cadena dr

ADDRESS
colton ca 92324

CITY OF SANTA FE SPRINGS

By: JUANITA MARTIN, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY



CITY OF SANTA FE SPRINGS
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works

**SUBJECT: CLARKE ESTATE PARKING LOT PAVING IMPROVEMENTS –
AUTHORIZATION TO ADVERTISE**

DATE: October 17, 2023

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve adding the Clarke Estate Parking Lot Paving Improvements project to the Capital Improvement Plan; and
- 2) Appropriate \$300,000 from the Utility Users Tax (UUT) Capital Improvement Plan Fund to the Clarke Estate Parking Lot Paving Improvements Project; and
- 3) Approve the Plans & Specifications; and
- 4) Authorize the City Engineer to advertise for construction bids; and
- 5) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The proposed Clarke Estate Parking Lot Paving Improvements project is a new Capital Improvement Plan project and staff is recommending adding the project to the Capital Improvement Plan. Staff is also recommending an appropriation from the Utility Users Tax (UUT) Capital Improvement Plan Fund in the amount of \$300,000 that includes construction, engineering, design, inspection, and contingency.

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 17, 2023
Clarke Estate Parking Lot Paving Improvements – Authorization to Advertise
Page 2 of 3

The total estimated project costs are as follows:

Item	Project Costs
Construction	\$ 195,000.00
Design	\$ 10,000.00
Engineering	\$ 20,000.00
Inspection	\$ 20,000.00
Contingency	\$ 55,000.00
Total Project Cost	\$ 300,000.00

BACKGROUND

At the June 20, 2023 Capital Improvement Plan Subcommittee meeting, staff was requested to review the existing condition of the parking lot at the Clarke Estate and assess a possible pavement improvement plan.

Upon evaluating the parking lot, staff generated a project scope of work to give the existing parking lot a new revitalized appearance and keep the proposed project budget cost-effective. The project scope of work includes the removal and replacement of the top two (2) inches of the entire asphalt pavement parking lot, slurry sealing the entire driveway entrance from Pioneer Boulevard to the entry gate, removal/replacement of damaged concrete curbs, new parking lot striping and new traffic loop detectors located at the exit gate.

The project Plans & Specifications have been completed and the Public Works Department is ready to advertise for construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

The completion of the Clarke Estate Parking Lot Paving Improvements project will renew the service life of the pavement and hardscape. The project will also help reduce maintenance repair costs.

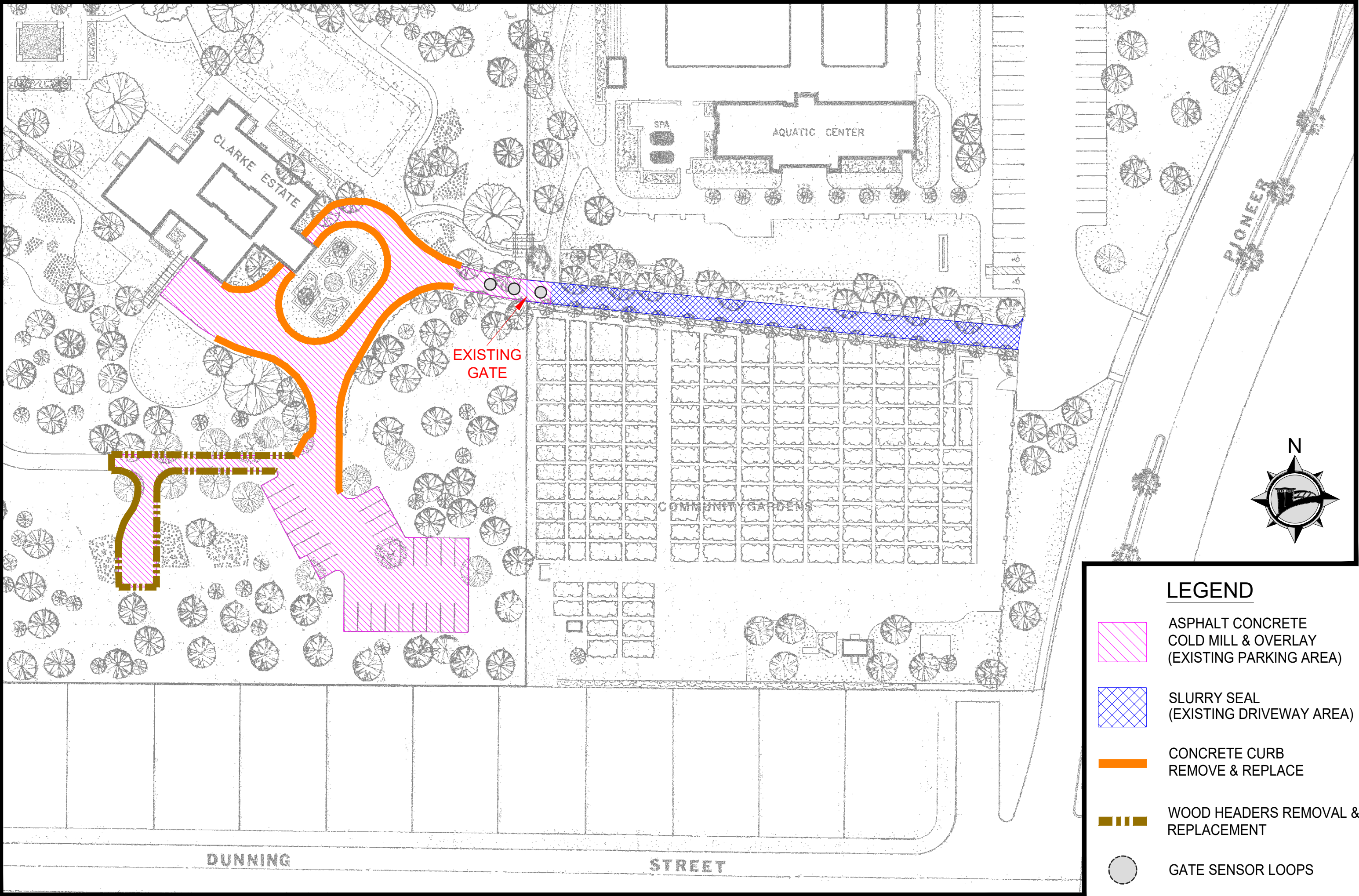
SUMMARY/NEXT STEPS

Upon approval of the City Council of the recommended actions, City staff will advertise the project for construction bids. Recommendations to the City Council for award of the construction contract will be scheduled at a later date following the bid opening.

ATTACHMENTS:

A. Attachment A – Site Plan

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



SITE PLAN -ATTACHMENT "A"



CITY OF SANTA FE SPRINGS
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, Director of Public Works
Maricela Balderas, Director of Community Services

SUBJECT: 2024 5K FUN RUN/WALK TRAFFIC CONTROL PLANS - REQUEST FOR APPROVAL

DATE: October 17, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue and Telegraph Road for the detouring of traffic for the 2024 5K Fun Run/Walk route on Saturday, March 9, 2024.

FISCAL IMPACT

The expenses for the 5K are budgeted in the Fiscal Year 2023-2024 Adopted Budget in several accounts, including the Community Services Health and Wellness account (10511002) and the Police Services Contract Patrol account (10102215). It is estimated that the traffic control measures will cost approximately \$5,800, which is appropriated in the adopted budgeted. This amount is inclusive of labor for Public Works, Police Services, Whittier Police Department and Community Services.

BACKGROUND

The City of Santa Fe Springs' 2024 Shamrock 5K Fun Run/Walk will take place on Saturday, March 9, 2024. The 5K Fun Run/Walk will begin at 7:30 a.m. at Town Center Plaza. In order to establish design immunity as recommended by the California Joint Powers Insurance Authority (CJPIA), the route should be formally approved by the City Council or their designee. In this case, the City's Traffic Engineer has developed and

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 17, 2023
2024 5K Fun Run/Walk Traffic Control Plans – Request for Approval

approved the traffic control plan, and is now before the City Council for approval. The 5K is expected to be completed in a maximum of two (2) hours or less. On average based on previous years, the last walkers finish the 5K course in less than eighty-five (85) minutes.

ANALYSIS

All participants will start the 5K at Town Center Plaza. Participants will head east through Town Center Plaza, south through the Aquatic Center parking lot then onto Pioneer Boulevard. The course continues south on Pioneer Boulevard then west onto Clarkman Street. The course continues west on Clarkman Street then through the Clarkman Walkway and then south on the Orr and Day Service road. The course then heads east onto Darcy Street and then south on Roseton Avenue and then turns west on Kinghorn Street over to the Orr and Day service road. The route continues north on the Orr and Day service road and onto Orr and Day Road north at Darcy Street. The course continues on Orr and Day Road heading north to Joslin Street. The course then veers onto the Orr and Day service road and continues north to Davenrich Street. The course continues east on Davenrich Street then south on Jersey Avenue to Parkmead Street. The participants will then head east on Parkmead Street and then north one block on Alburtis Avenue to Garetal Street. The course continues west on Garetal Street then north on Flallon Avenue to Dunning Street. The course continues one block east on Dunning Street then north on Alburtis Avenue to the Town Center Walkway. At the Town Center Walkway, participants will head east along the Walkway to the Town Center Plaza onto the finish line which is shown on the attached route exhibit.

Temporary No Stopping Any Time signs indicating no street parking will be placed on various streets throughout the route a minimum of seventy-two (72) hours prior to race day. The 5K traffic control measures will be implemented on race day by 5:30 a.m. and will remain in place until every runner is off the course (maximum of two (2) hours). All traffic control measures are expected to be lifted by 9:30 a.m.

ENVIRONMENTAL

Throughout the 5K route, there will be strategically placed trash and recyclable receptacles. Additionally, staff is placed at strategic points throughout the route and are responsible for picking up any trash from streets and neighborhoods.

DISCUSSION

The traffic control plan denotes the locations of lane and road closures, the placement of traffic control devices, and stationing of City personnel along the 2024 5K Fun Run/Walk route. The traffic control plans are available for review at the office of the City Clerk. The Santa Fe Springs Police Services Department and Whittier Police Department will staff this event similarly to prior years' events making any necessary adjustments based on actual field conditions. Community Services staff will complement the efforts of law enforcement. Since the 5K is being held on a Saturday, it will not affect weekday peak

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 17, 2023
2024 5K Fun Run/Walk Traffic Control Plans – Request for Approval

rush-hour traffic. Therefore, during the hours in which the event occurs, it is expected to have a lesser impact on traffic flow. With traffic control at all locations monitored and managed by the City's Police Services Department and the Whittier Police Department, emergency access to all properties is assured at all times. Fire Department personnel on the event committee are involved in reviewing the Emergency Action Plan and will include any necessary conditions and implement appropriate measures to ensure emergency response is not adversely affected.

SUMMARY/NEXT STEPS

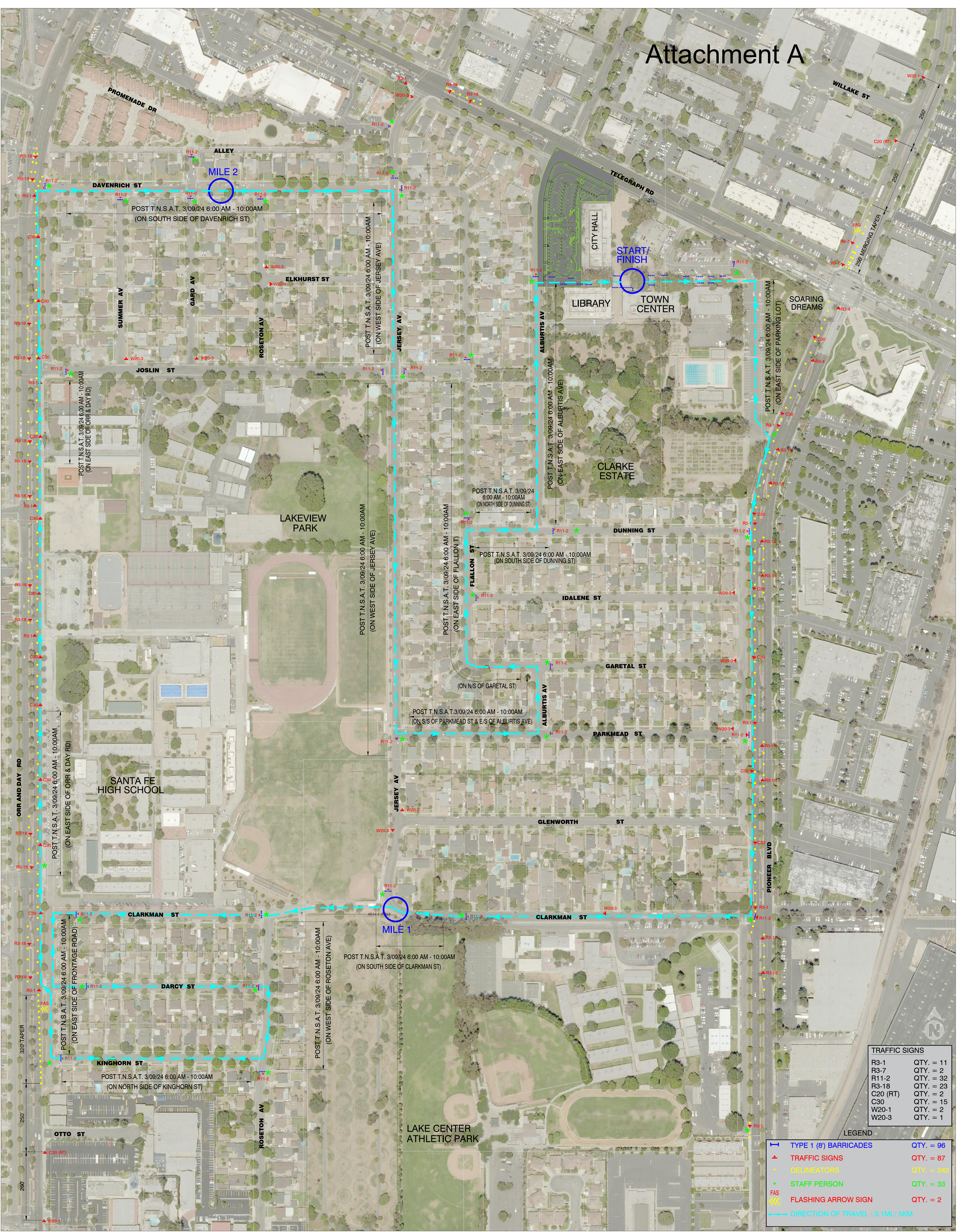
Upon City Council approval of the traffic control plan, staff will proceed to insure the event by purchasing a certificate of liability insurance for the event. Additionally, staff will inform residents impacted by the traffic control plan through door hanger notices, and mailers. Furthermore, notices about the road closures will be announced through the City's social media platforms, the bi-monthly newsletter, and the quarterly publication of All Things Santa Fe Springs. Finally, temporary reader board notices will be placed strategically throughout the route for a total of seven (7) days prior to race day.

ATTACHMENT(S):

A. Attachment A – 2024 5K Traffic Control Plan

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

Attachment A



CITY OF SANTA FE SPRINGS "SHAMROCK 5K FUN RUN/ WALK" - TRAFFIC CONTROL PLAN